



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

**MONDAY, JUNE 23, 2025
7:00 PM**

Individuals Requiring Special Accommodations Should Notify the City’s ADA Coordinator at (719) 553-2295 by Noon on the Friday Preceding the Meeting.

- A. CALL TO ORDER** President Mark Aliff
- B. INVOCATION** Pastor Steve Chavez, Pueblo Praise
- C. PLEDGE OF ALLEGIANCE**
- D. ROLL CALL**
- E. SPECIAL RECOGNITIONS**
 - E1 Proclamation Presentation: "Sesquicentennial Anniversary of the Declaration of Independence" - Donielle Kitzman, Vice President, Greater Pueblo Chamber of Commerce, serving on the AM250/CO150 Advisory Panel

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW AND APPROVAL OF AGENDA

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

I. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated June 9, 2025, as distributed.

- I1 City Council Minutes 060925

J. PUBLIC HEARINGS

- J1 Public Hearing for the purpose of receiving public testimony as it pertains to the annexation of the area commonly known as the Jackson Ranch 1 Annexation described as 152.27-acres of land located southeast of State Highway 78 and west of the Pastora Ranch Annexation.

REQUIRED COUNCIL ACTION: Open the Hearing, Receive Public Testimony, and Close the Hearing.

- J2 A Resolution approving and adopting findings and determinations concerning the proposed annexation of the area commonly known as the Jackson Ranch 1 Annexation described as 152.27-acres of land located southeast of State Highway 78 and west of the Pastora Ranch Annexation

J3 An Ordinance annexing unincorporated land commonly known as the Jackson Ranch Annexation 1 to the City of Pueblo described as 152.27-acres of land located southeast of State Highway 78 and west of the Pastora Ranch Annexation - *Introduced June 9, 2025 by Regina Maestri*

J4 Public Hearing for the purpose of receiving public testimony as it pertains to the annexation of the area commonly known as the Jackson Ranch Annexation 2 described as 439.33-acres of land located south of the proposed Jackson Ranch Annexation 1.

REQUIRED COUNCIL ACTION: Open the Hearing, Receive Public Testimony, and Close the Hearing.

J5 A Resolution approving and adopting findings and determinations concerning the proposed annexation of the area commonly known as the Jackson Ranch Annexation 2 described as 439.33-acres of land located south of the proposed Jackson Ranch Annexation 1

J6 An Ordinance annexing unincorporated land commonly known as the Jackson Ranch Annexation 2 to the City of Pueblo described as 439.33-acres of land located south of the proposed Jackson Ranch Annexation 1 - *Introduced June 9, 2025 by Regina Maestri*

K. CONSENT AGENDA

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

L. COMMUNICATIONS

L1 Minutes of the Planning and Zoning Commission Regular Meeting for 5/14/2025

M. RESOLUTIONS

M1 A Resolution transferring funds in the amount of \$216,059.50 from HUAN01 Street Resurfacing to Account Project HU2503; and awarding a construction contract in the amount of \$186,059.50 to Doug Vaughn, LLC., for Project No. 25-060, concrete improvements at Lexington Road and Saratoga Road, setting forth \$30,000 for contingencies, and authorizing the Purchasing Agent to execute same

M2 A Resolution awarding a construction contract in the amount of \$105,511.00 to Morton Electric, Inc. and setting forth \$10,551.10 for contingencies and additional work for project No. 25-058, 29th St. Pump Station Electrical Repair and authorizing the Purchasing Agent to execute the same

M3 A Resolution approving an amendment to a professional consulting services agreement between Pueblo, a Colorado Municipal Corporation, and Stantec Architecture, Inc, in the amount of \$104,944.00 with additional funds for contingencies related to Project No. 24A-035, PT2403, Update of Pueblo Transit Relocation Study and Equity Study and authorizing the Purchasing Agent to execute same

M4 A Resolution transferring \$100,000.00 from projects to be determined into account project No. SWAN04, Computer Equipment

M5 A Resolution establishing a new Account Project HU2503 Street Improvements at Lexington Road and Saratoga Road; transferring funds in the amount of \$74,480 from HUAN01 Street Resurfacing to Account Project HU2503; and awarding a construction contract in the amount of \$64,480 to Front Range Arborists, LLC., for Project No. 25-055,

Tree Removal at Lexington Road and Saratoga Road, setting forth \$10,000 for contingencies, and authorizing the Purchasing Agent to execute same

- M6 A Resolution establishing Project Account ED2501 - Economic Development Support and transferring budgeted and appropriated funds in the amount of \$25,000 from Project Account ED2302 - Repair & Maintenance Rail Lines to ED2501
- M7 A Resolution approving contract amendment No. 1 in the amount of \$16,448.28 to Miller Pipeline, LLC, for project No. 24-021R, Lake Minnequa Water Control Gates - Rebid and authorizing the Purchasing Agent to execute the same
- M8 A Resolution approving and authorizing the Mayor to make, execute and deliver in the name of the City of Pueblo, a Colorado Municipal Corporation, Federal Fiscal Year 2025 Certifications and Assurances for Federal Transit Administration Assistance Programs and to bind the City of Pueblo's, A Colorado Municipal Corporation's, compliance therewith
- M9 A Resolution confirming the appointment by the Mayor of James Salazar to serve a four-year term expiring July 1, 2029, on the Planning & Zoning Commission
- M10 A Resolution confirming the appointment by the Mayor of Melanie Bravo to serve a five-year term expiring July 1, 2030, on the Pueblo Housing Authority Board of Directors
- M11 A Resolution confirming the appointment by the Mayor of members to serve terms on the Pueblo Commission on Energy
- M12 A Resolution confirming the appointment by the Mayor of Herminio Andrew Ruybal to serve a four-year term expiring June 30, 2029, on the Zoning Board of Appeals
- M13 A Resolution ratifying the joint appointment of Alberto Herrera to the Pueblo Regional Building Plumbing Board of Appeals
- M14 A Resolution authorizing the issuance of a revocable permit (REV-25-12) to the HARP Foundation, a Colorado nonprofit corporation, for the use of Alan Hamel Avenue between South Union Avenue and Santa Fe Avenue and Main Street between "D" Street and City Center Drive to facilitate their annual Rollin' 4th of July Fireworks Celebration
- M15 A Resolution authorizing the issuance of Revocable Permit (REV-25-17) to the Diocese of Pueblo for the use of the public right-of-way along the 400 block of Clark Street on the west side and the 800 block of East "B" Street on the north side for the purpose of hosting Our Lady of Mount Carmel's annual festival and procession
- M16 A Resolution approving compensation with respect to a Legal Services Agreement with Hoffmann, Parker, Wilson, & Carberry, P.C.
- M17 A Resolution approving a parking fee increase for City-owned parking facilities

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance approving and accepting The Amended HOME-ARP Grant Agreement between The City of Pueblo, a Colorado Municipal Corporation, and The U.S. Department of Housing and Urban Development ("HUD"), authorizing the Mayor to execute the agreement together with all required and necessary certifications, assurances, and documentation, accepting HOME-ARP Grant funds from HUD on behalf of The Pueblo Consortium in the amount of \$3,090,925.00, and budgeting and appropriating the HOME-ARP Grant funds
- N2 An Ordinance approving and adopting The City of Pueblo's Five-Year 2025-2029 Consolidated Plan and the 2025 Annual Action Plan for the Community Development Block Grant (CDBG) and the HOME Investment Partnership Act Grant (HOME),

authorizing the Mayor of the City of Pueblo to submit the application together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development, and appropriating and budgeting CDBG and HOME funds therefore

- N3 An Ordinance amending Section 15-2-8 of Chapter 2 of Title XV of the Pueblo Municipal Code relating to fees for metered parking in municipal parking lots and providing penalties for violation thereof
- N4 An Ordinance amending the fiscal year 2025 Staffing Ordinance through the conversion of two (2) vacant positions within the Public Works Department
- N5 An Ordinance amending Section 6-5-16 of Chapter 5, of Title VI of the Pueblo Municipal Code relating to the FY 2025 classification and pay plan by establishing the pay scale for Facilities Maintenance Technician
- N6 An Ordinance approving an amended and restated Intergovernmental Agreement by and between the City of Pueblo, Pueblo County, and the Pueblo City-County Library District for the selection of trustees to the Pueblo City-County Library District Board
- N7 An ordinance approving a Land Lease between the City of Pueblo, a Colorado municipal corporation, and Pivotal Space Inc., d/b/a Leap, a Delaware corporation, and authorizing the Mayor to execute same
- N8 An Ordinance fixing the monthly salaries of the President and Members of City Council at \$1,800 and \$1,400 respectively

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

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution awarding a construction contract in the amount of \$1,321,304 to Wildcat Construction Co., Inc., for Project No. 25-046, Construction of the Mel Harmon Drive Bridge Improvements, setting forth \$198,546 for contingencies, and authorizing the Purchasing Agent to execute same
- Q2 A Resolution establishing a new Account Project HU2502 Asphalt Improvements West 6th Street; transferring funds in the amount of \$513,582.30 from Account Project HUAN01 Street Resurfacing to Account Project HU2502; and awarding a construction contract in the amount of \$607,699.80 to Tony J. Beltramo & Sons, Inc., for Project No. 25-053, Asphalt Improvements West 6th Street, setting forth \$95,000 for contingencies, and authorizing the Purchasing Agent to execute same
- Q3 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Pueblo County Pickleball Association in the amount of \$750 to sponsor the 2025 Southern Colorado Pickleball Championship at Mineral Palace Park from Friday September 12th through Sunday September 14th
- Q4 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to The Pueblo Rangers Soccer Club in the amount of \$750 to sponsor the 2025 1st Annual Gala & Silent Auction at 5:00 PM at the Elks Lodge at 426 N. Santa Fe Avenue on Friday, August 15th, 2025

- Q5 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Mariposa Center for Safety in the amount of \$2,500 to sponsor the 24th Annual Tribute to Women from 6-11 PM at the Olde Town Carriage House on October 11, 2025
- Q6 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Sangre de Cristo Arts & Conference Center, Inc. in the amount of \$1,750 to sponsor Wonderland: A Fairy Tale Gala at 5:30 PM at the Sangre de Cristo Arts and Conference Center on Saturday, June 7, 2025

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance amending Section 1-5-3 of Chapter 5 of Title I of the Pueblo Municipal Code relating to departmental organization, abolishing the stormwater utility division under the Public Works Department, establishing the Stormwater Utility Department and amending Subsection 16-12-3(5) and 16-12-12(a) of Chapter 12 of Title XVI of the Pueblo Municipal Code to make consistent therewith - *Introduced June 9, 2025 by Regina Maestri*
- R2 An Ordinance approving and accepting Colorado Department of Transportation (CDOT) Aeronautics division Grant No. 25-PUB-01 for funds in the amount of \$70,594 for the East Apron (North) Rehab project construction phase and the Taxilane Rehab and New T-Hangar project construction phase, authorizing the mayor to execute same, budgeting and appropriating \$43,525 to Project No. AP1804 – South T-Hangar #1, and budgeting and appropriating \$27,069 to Project No. AP2401 – East Apron (N) Taxilane Rehab project - *Introduced June 9, 2025 by Regina Maestri*
- R3 An Ordinance amending the fiscal year 2025 Staffing Ordinance by adding five (5) full-time positions to the authorized staffing of the Police Department - *Introduced June 9, 2025 by Regina Maestri*
- R4 An Ordinance approving the memorandum of understanding between Colorado State University ("CSU") and the Pueblo Fire Department allowing the authority having jurisdiction ("AHJ") over Colorado State University facilities operations in Pueblo City Limits for building construction plan review and related inspections, fire safety inspections and fire safety permits and authorizing the Mayor to execute the same - *Introduced June 9, 2025 by Regina Maestri*
- R5 An Ordinance amending Section 1-5-3 of Chapter 5 of Title I of the Pueblo Municipal Code relating to the departmental organization, abolishing the Division of CDBG/Home/Housing under the Department of Planning and Community Development, establishing the Department of Housing and Citizen Services and amending subsection 4-8-4(2) of Chapter 8 of Title IV and Section 8-1-8 of Chapter 1 of Title VIII of the Pueblo Municipal Code to make consistent therewith - *Introduced June 9, 2025 by Regina Maestri*
- R6 An Ordinance amending the fiscal year 2025 Staffing Ordinance by adding a section entitled Housing & Citizen Services, adding one (1) full-time Housing & Citizen Services Director to the authorized staffing of the Housing & Citizen Services Department and amendment of the Planning and Community Development authorized staffing as part of a reorganization. - *Introduced June 9, 2025 by Regina Maestri*
- R7 An Ordinance amending Section 6-5-16 of Chapter 5 of Title VI of the Pueblo Municipal Code relating to the fiscal year 2025 classification and pay plan by establishing the pay scale for Director of Housing & Citizen Services - *Introduced June 9, 2025 by Regina Maestri*
- R8 An Ordinance amending Chapter 4 of title XIV of the Pueblo Municipal Code relating to and establishing criteria, standards, rules and regulations for the appropriation and expenditure of funds in the 1992-2026 Sales and Use Tax Capital Improvement Projects

Fund - *Introduced June 9, 2025 by Regina Maestri*

- R9 An Ordinance establishing the City of Pueblo Human Relations Commission, appointing a chairman and members thereto, approving bylaws, and repealing Ordinance Nos. 6695 and 9609 - *Introduced June 9, 2025 by Regina Maestri*

S. QUASI-JUDICIAL PROCEEDINGS

- S1 An Ordinance approving an amendment to the Pueblo Regional Comprehensive Plan, September 2022 for the physical development of Pueblo, a Colorado Municipal Corporation - *Introduced June 9, 2025 by Regina Maestri*
- S2 An Ordinance amending zoning restrictions to rezone 299.512-acres of land generally located north and south of Highway 78, east of the south side landfill from Pueblo County A-3, Small Agriculture Zone District to City of Pueblo R-6, Multiple Residential and Commercial Zone District and A-1, Agricultural one Zone District - *Introduced June 9, 2025 by Regina Maestri*
- S3 An Ordinance amending zoning restrictions to rezone 2620 Farabaugh Lane from B-3, Highway and arterial Business Zone District to I-2, Industrial Zone District - *Introduced June 9, 2025 by Regina Maestri*
- S4 An Ordinance amending zoning restrictions to rezone 1305 East 4th Street and 1302 East 5th Street from O-1, Neighborhood Office Zone District to R-5, Multiple-Residential and Office Zone District - *Introduced June 9, 2025 by Regina Maestri*
- S5 An Ordinance approving the Compass Pointe Subdivision - *Introduced June 9, 2025 by Regina Maestri*
- S6 An Ordinance approving the Dutch Bros. Subdivision Filing No. 1 - *Introduced June 9, 2025 by Regina Maestri*

T. ADJOURN

Proclamation

“Sesquicentennial Anniversary of The Declaration of Independence” July 4, 2025 - December 31, 2026

WHEREAS: The year 2026 marks the 250th anniversary of the signing of the Declaration of Independence; and

WHEREAS: The year 2026 marks Colorado’s 150th anniversary of statehood; and

WHEREAS: Pueblo, founded in 1870 has contributed proudly and significantly to the history of our nation and our state for more than 155 years; and

WHEREAS: In 2016 the United States Congress established by Joint Resolution the America 250 Commission to encourage observance of the 250 years of our nation’s existence; and

WHEREAS: The Colorado legislature established the America 250 - Colorado 150 Commission with the passage of Senate Bill 2022-011, and the Commission has determined its mission, and purpose is to celebrate Colorado by acknowledging the completeness of our shared history, honor that which makes Colorado unique, and strive toward a more perfect union; and

WHEREAS: It is appropriate that the City and County of Pueblo engages fully with our past and looks toward a shared future.

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 July 4, 2025 through December 31, 2026 the “Sesquicentennial Anniversary of The Declaration of Independence” in the City and County of Pueblo, Colorado and encourage citizens to coordinate commemorative events, showcase historical activities, facilitate public discourse, celebrate Colorado’s history, create educational opportunities, and seek opportunities for historic preservation. Pueblo pledges to uplift, support, and celebrate our shared history.

*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 23rd day of June, 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, JUNE 9, 2025 - 7:00 PM**

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 7:14 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, Deputy City Attorney Harley Gifford, City Clerk Marisa Stoller.

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION - "WOMEN VETERANS RECOGNITION DAY - JUNE 12, 2025" - SHELLEY GAUNA, PRESIDENT - MINNEQUA VETERANS OF FOREIGN WARS POST 3641 AUXILIARY & KELLY BRUDE, JUNIOR VICE PRESIDENT - MINNEQUA VETERANS OF FOREIGN WARS POST 3641

F. PUBLIC FORUM

- Ted Freeman - Public Forum
- Ken Danti - PFAS

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Mayor Graham shared that the Pueblo Community Health Center will be bringing a pop up clinic at the Homeless Shelter. New Energy Commission members will be appointed and confirmed next meeting. Mayor's office has a new partnership with the Downtown Association for businesses who have continued to see break-ins to put gates across their doors.

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Flores, seconded by Councilor Latino, moved to remove item M6 from the agenda and to approve the agenda as amended.

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

Councilor Boston, seconded by Councilor Martinez, moved to move item M6 to the regular agenda and to approve the agenda as amended.

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

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 05-27-25

Councilor Boston, seconded by Councilor Latino, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **May 27, 2025** as distributed.

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

K. CONSENT AGENDA

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A RESOLUTION AWARDDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$92,310 TO MATRIX DESIGN GROUP, INC., A COLORADO CORPORATION, FOR PROJECT NO. 25-013 DESIGN FOR 18TH STREET DRAINAGE REHABILITATION AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 16005.

M2 A RESOLUTION AWARDDING AN AGREEMENT FOR PUBLIC ART SERVICES IN THE AMOUNT OF \$35,949.86 TO CHRISTINA MONSON, FOR PROJECT NO. 25-015 SIDEWALK ART - BESSEMER AREA AND DOWNTOWN AREA AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 16006.

M3 A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF ROBERT BERRIER TO THE PUEBLO REGIONAL BUILDING ELECTRICAL BOARD OF APPEALS

This Resolution was assigned as 16007.

M4 A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF SEAN CONVERY TO THE PUEBLO REGIONAL BUILDING MECHANICAL BOARD OF APPEALS

This Resolution was assigned as 16008.

M5 A RESOLUTION ESTABLISHING A PUEBLO HOMELESS COMMISSION, ADOPTING BYLAWS FOR SAID COMMISSION, AND APPOINTING A CHAIRMAN THERETO

This Resolution was assigned as 16009.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO DEPARTMENTAL ORGANIZATION, ABOLISHING THE STORMWATER UTILITY DIVISION UNDER THE PUBLIC WORKS DEPARTMENT, ESTABLISHING THE STORMWATER UTILITY DEPARTMENT AND AMENDING SUBSECTION 16-12-3(5) AND 16-12-12(A) OF CHAPTER 12 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE TO MAKE CONSISTENT THEREWITH

N2 AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 25-PUB-01 FOR FUNDS IN THE AMOUNT OF \$70,594 FOR THE EAST APRON (NORTH) REHAB PROJECT CONSTRUCTION PHASE AND THE TAXILANE REHAB AND NEW T-HANGAR PROJECT CONSTRUCTION PHASE, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING \$43,525 TO PROJECT NO. AP1804 – SOUTH T-HANGAR #1, AND BUDGETING AND APPROPRIATING \$27,069 TO PROJECT NO. AP2401 – EAST APRON (N) TAXILANE REHAB PROJECT

N3 AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY ADDING FIVE (5) FULL-TIME POSITIONS TO THE AUTHORIZED STAFFING OF THE POLICE DEPARTMENT

N4 AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN COLORADO STATE UNIVERSITY ("CSU") AND THE PUEBLO FIRE DEPARTMENT ALLOWING THE AUTHORITY HAVING JURISDICTION ("AHJ") OVER COLORADO STATE UNIVERSITY FACILITIES OPERATIONS IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS AND FIRE SAFETY PERMITS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N5 AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO THE DEPARTMENTAL ORGANIZATION, ABOLISHING THE DIVISION OF CDBG/HOME/HOUSING

UNDER THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, ESTABLISHING THE DEPARTMENT OF HOUSING AND CITIZEN SERVICES AND AMENDING SUBSECTION 4-8-4(2) OF CHAPTER 8 OF TITLE IV AND SECTION 8-1-8 OF CHAPTER 1 OF TITLE VIII OF THE PUEBLO MUNICIPAL CODE TO MAKE CONSISTENT THEREWITH

- N6 AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY ADDING A SECTION ENTITLED HOUSING & CITIZEN SERVICES, ADDING ONE (1) FULL-TIME HOUSING & CITIZEN SERVICES DIRECTOR TO THE AUTHORIZED STAFFING OF THE HOUSING & CITIZEN SERVICES DEPARTMENT AND AMENDMENT OF THE PLANNING AND COMMUNITY DEVELOPMENT AUTHORIZED STAFFING AS PART OF A REORGANIZATION.**
- N7 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5 OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FISCAL YEAR 2025 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR DIRECTOR OF HOUSING & CITIZEN SERVICES**
- N8 AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 1 TO THE CITY OF PUEBLO DESCRIBED AS 152.27-ACRES OF LAND LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND WEST OF THE PASTORA RANCH ANNEXATION**
- N9 AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 2 TO THE CITY OF PUEBLO DESCRIBED AS 439.33-ACRES OF LAND LOCATED SOUTH OF THE PROPOSED JACKSON RANCH ANNEXATION 1**
- N10 AN ORDINANCE APPROVING AN AMENDMENT TO THE PUEBLO REGIONAL COMPREHENSIVE PLAN, SEPTEMBER 2022 FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION**
- N11 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 299.512-ACRES OF LAND GENERALLY LOCATED NORTH AND SOUTH OF HIGHWAY 78, EAST OF THE SOUTH SIDE LANDFILL FROM PUEBLO COUNTY A-3, SMALL AGRICULTURE ZONE DISTRICT TO CITY OF PUEBLO R-6, MULTIPLE RESIDENTIAL AND COMMERCIAL ZONE DISTRICT AND A-1, AGRICULTURAL ONE ZONE DISTRICT**
- N12 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 2620 FARABAUGH LANE FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT**

N13 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 1305 EAST 4TH STREET AND 1302 EAST 5TH STREET FROM O-1, NEIGHBORHOOD OFFICE ZONE DISTRICT TO R-5, MULTIPLE-RESIDENTIAL AND OFFICE ZONE DISTRICT

N14 AN ORDINANCE APPROVING THE COMPASS POINTE SUBDIVISION

N15 AN ORDINANCE APPROVING THE DUTCH BROS. SUBDIVISION FILING NO. 1

N16 AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ESTABLISHING CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND

N17 AN ORDINANCE ESTABLISHING THE CITY OF PUEBLO HUMAN RELATIONS COMMISSION, APPOINTING A CHAIRMAN AND MEMBERS THERETO, APPROVING BYLAWS, AND REPEALING ORDINANCE NOS. 6695 AND 9609

O. APPROVAL OF CONSENT AGENDA

Councilor Maestri, seconded by Councilor Boston, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for June 23, 2025, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

M6 A RESOLUTION TO INITIATE BY APPLICATION TO THE HISTORIC PRESERVATION COMMISSION THE RESCISSION OF THE HISTORIC LANDMARK DESIGNATION FOR BLACK HILLS 5&6

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.

- Eleonora Bartoli appeared in person to speak against this Resolution
- Mark Mihelick appeared in person to speak against this Resolution
- Bret Verna appeared in person to speak against this Resolution
- Dave Decenzo appeared in person to speak against this Resolution

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

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

This Resolution was assigned as 16010.

Q. RESOLUTIONS

Q1 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,817,559.00 TO RUSS GRADING AND EXCAVATING LLC AND SETTING FORTH \$363,511.00 FOR CONTINGENCIES, FOR PROJECT NO. 25-005 (WWAN01) 2025 SMALL MAIN REMOVE AND REPLACE PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

A staff report and detailed review of the Resolution was given by Andra Ahrens, Director of Wastewater.

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

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

This Resolution was assigned as 16011.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO FIREFIGHTER HISTORICAL SOCIETY HOSE CO 3 IN THE AMOUNT OF \$750 TO SPONSOR THE COMMUNITY APPRECIATION AWARDS FUNDRAISER FROM 11:30 AM - 1:00 PM AT PUEBLO FIREFIGHTERS HISTORICAL CENTER ON THURSDAY, JUNE 26, 2025

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

Councilor Flores, seconded by Councilor Boston, 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 16012.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO CHAMBER OF COMMERCE IN THE AMOUNT OF \$2,500 TO SPONSOR THE 5TH ANNUAL CHILE FESTIVAL & BALLOON FEST IN HISTORIC DOWNTOWN PUEBLO ON UNION AVENUE, STARTING AT 3PM ON FRIDAY, SEPTEMBER 19, AND ENDING ON SUNDAY, SEPTEMBER 21, 2025, AT 5 PM

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

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

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

This Resolution was assigned as 16013.

Q4 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PIGNANELLI PARTNERS IN THE AMOUNT OF \$750 TO SPONSOR CATCHING TEENS UPSTREAM FOR THE CENTER FOR ARTS THERAPIES & CREATIVE HEALING YOUTH (C.A.T.C.H. YOUTH) FROM 9:00 AM - 12:00 PM AT RAWLINGS LIBRARY - 4TH FLOOR ON MAY 16, 2025

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

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 16014.

Q5 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO HONOR FLIGHT OF SOUTHERN COLORADO IN THE AMOUNT OF \$1,400 TO SPONSOR THE 2025 SUMMER BASH FROM 5:00 PM - 9:00 PM AT WEIDNER FIELD IN COLORADO SPRINGS ON SATURDAY, JUNE 21, 2025

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

Councilor Boston, seconded by Councilor Latino, 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 16015.

Q6 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO HARDKNOX GANG PREVENTION & INTERVENTION IN THE AMOUNT OF \$3,500 FOR PROGRAM ADVERTISING AND PROVISION OF MATERIALS TO PARTICIPANTS IN THE HARDKNOX GANG PREVENTION & INTERVENTION PROGRAM

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

Councilor Latino, seconded by Councilor Boston, 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 16016.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE PURCHASE ORDER FROM THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PO NUMBER 411038164 FOR THE ASPHALT ART AND GATEWAYS PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Charles Roy, Acting

Director of Public Works.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10960.

R2 AN ORDINANCE AMENDING SECTION 9-15-5, SECTION 9-5-11, AND 9-5-14 OF THE PUEBLO MUNICIPAL CODE RELATING TO THE LICENSING OF TOBACCO RETAILERS AND PROVIDING PENALTIES THEREFORE

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

PUBLIC HEARING:

- Gabriela Perez appeared in person to speak in favor of this ordinance
- Dionisio Tuitaro-Samora appeared in person to speak in favor of this ordinance
- Stephanie Calzadillas Irojo appeared in person to speak in favor of this ordinance
- Devon Klock 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.

President Aliff, seconded by Councilor Maestri, moved to amend the Ordinance by removing the changes to the age of the clerk.

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

The original motion was voted on.

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

This Ordinance was assigned as 10961.

R3 AN ORDINANCE AWARDING AND APPROVING A SHELTER OPERATIONS AND FACILITY USE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SAFESIDE FOUNDATION, A COLORADO NON-PROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Melissa Cook, Housing Director.

PUBLIC HEARING:

- Sarah Money 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 Gomez, moved to approve the Ordinance on final presentation.

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

This Ordinance was assigned as 10962.

R4 AN ORDINANCE APPROVING AN AGREEMENT AND AN ADDENDUM BETWEEN THE CITY OF PUEBLO AND GLOBAL MUSIC RIGHTS, LLC FOR THE PUBLIC USE OF THEIR ARTISTS' MUSIC AT CITY FACILITIES

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

PUBLIC HEARING:

- JJ McCrainy appeared in person to speak against this ordinance

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

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

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

This Ordinance was assigned as 10963.

R5 AN ORDINANCE AMENDING SECTION 11-1-202 OF THE PUEBLO MUNICIPAL CODE RELATING TO LOITERING

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

PUBLIC HEARING:

- Jimmy Duffner appeared in person to speak against this ordinance
- Eleonora Bartoli appeared in person to speak against this ordinance

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

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

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

This Ordinance was assigned as 10964.

R6 AN ORDINANCE APPROVING GRANT AMENDMENT NO 3 WITH THE CITIES FOR FINANCIAL EMPOWERMENT FUND, INC. FOR THE FINANCIAL EMPOWERMENT CENTER (FEC) IMPLEMENTATION GRANT PROGRAM, AUTHORIZING THE MAYOR TO SIGN THE GRANT AMENDMENT, ACCEPTING ADDITIONAL GRANT FUNDS IN THE AMOUNT OF \$50,000, AND BUDGETING AND APPROPRIATING THE ADDITIONAL GRANT FUNDS OF \$50,000 INTO PROJECT CI2315

A staff report and detailed review of the Ordinance was given by Julia Cordova, Pueblo Financial Empowerment Center.

PUBLIC HEARING:

Seeing no one 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 10965.

R7 AN ORDINANCE APPROVING THE FY 20 & 23 SECTION 5307 - OPERATING, PM & PARATRANSIT GRANT AGREEMENT, FAIN CO-2025-003-00, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF \$2,862,090 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10966.

S. EMERGENCY ORDINANCES

S1 AN EMERGENCY ORDINANCE TRANSFERRING \$2,000,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE STORMWATER UTILITY ENTERPRISE TO PROJECT SWAN03 - POINT REPAIRS AND PIPE CLEANING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$2,000,000 FOR SAID PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

A staff report and detailed review of the Ordinance was given by Noah Stamm, Civil Engineer Drainage.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10967**.

T. ADJOURN

President Aliff adjourned the meeting at 10:16 p.m.

Respectfully submitted,



Marisa Stoller
City Clerk



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH 1 ANNEXATION DESCRIBED AS 152.27-ACRES OF LAND LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND WEST OF THE PASTORA RANCH ANNEXATION

SUMMARY:

The proposed Resolution seeks City Council's adoption of certain findings and determinations that the area commonly known as the Jackson Ranch Annexation 1 meets the applicable requirements of Colorado Revised Statutes 31-12-104 and 105.

PREVIOUS COUNCIL ACTION:

On October 28, 2024, City Council approved Resolution No. 157733 preliminarily determining that the petition for annexation of the area commonly known as the Jackson Ranch Annexation 1 is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

BACKGROUND:

1. The area proposed for annexation has at least one-sixth of its perimeter boundary that is contiguous with the boundaries of the City of Pueblo.
2. A community of interest exists between the area to be annexed and the City of Pueblo in that the area is urban or will be urbanized in the near future, and that the area to be annexed is integrated with or is capable of being integrated with the City of Pueblo.

3. The annexation petition contains signatures of 100% of the owners of the area to be annexed into the City of Pueblo.

4. The boundaries of the area to be annexed do not divide any land held in identical ownership into separate parts or parcels without the consent of the landowners.

5. The area to be annexed does not include, without the consent of the landowners, land held in identical ownership comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon has an assessed value in excess of \$200,000 for ad valorem tax purposes for the year preceding the annexation.

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the May 14, 2025, Public Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Boston to recommend approval of the proposed annexation petition. Motion passed 6-0, Commissioner Castellucci recused himself.

STAKEHOLDER PROCESS:

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

ALTERNATIVES:

Deny the Resolution.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. A-24-04 Findings & Determinations Attachments

RESOLUTION NO.16017

A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH 1 ANNEXATION DESCRIBED AS 152.27-ACRES OF LAND LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND WEST OF THE PASTORA RANCH ANNEXATION

WHEREAS, the Pueblo City Council commenced on June 23, 2025, and concluded a public hearing on June 23, 2025, for the purpose of determining and finding whether or not the area proposed to be annexed and described in Resolution No. 157733 and the annexation plat (herein "area to be annexed") meets the applicable requirements of C.R.S. §31-12-104 and 105; and,

WHEREAS, the Pueblo City Council has now considered the testimony and evidence presented at the public hearing including the annexation plat of the area to be annexed, prepared and certified by Michael Leland Cuppy under the date of June 11, 2025; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 23, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

Attached is a blank Petition for Annexation to be completed and filed with the City Clerk of the City of Pueblo together with an original print of an annexation map, annexation petition with original property owner signatures, and satisfactory evidence of the names and addresses of all the owners of land within the area proposed to be annexed. In addition to the hard copy submittal, the City requires an electronic copy of all submittal documents. All petitioners must sign the Petition for Annexation within 180 days before the date of filing with the City Clerk. **Prior to filing with the City Clerk all documents must be reviewed by the City's Director of Planning and Community Development.**

TO BE COMPLETED BY PETITIONERS

Name of Annexation: Jackson Ranch Annexation No. 1

Location and size in acres: Sections 19 and 20, Township 21 South,
Range 65, West of the 6th P.M., County of Pueblo, Colorado,
152.27 acres.
100 % of Owners
School District No. 60; Special District: none established to date

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

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

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

**CITY OF PUEBLO
PETITION FOR ANNEXATION**

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

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

A PORTION OF THE SOUTH HALF OF SECTION 19 AND A PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 2660.43 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78; THENCE N. 51°35'59" E. ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 230.91 FEET; THENCE S. 38°24'01" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1.00 FEET; THENCE N. 51°35'59" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 749.66 FEET; THENCE N. 89°35'23" E., A DISTANCE OF 448.61 FEET; THENCE S. 00°23'05" E., A DISTANCE OF 208.52 FEET; THENCE N. 89°36'55" E., A DISTANCE OF 309.80 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 130.93 FEET; THENCE N. 89°35'18" E., A DISTANCE OF 199.98 FEET; THENCE N. 00°24'05" W., A DISTANCE OF 199.98 FEET; THENCE S. 89°35'13" W., A DISTANCE OF 200.16 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 68.05 FEET; THENCE S. 89°36'55" W., A DISTANCE OF 100.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 152.270 ACRES, MORE OR LESS

As ground for this annexation, Petitioners state:

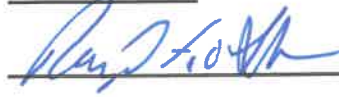
1. It is desirable and necessary that the area herein described be annexed to the City.
2. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with existing boundaries of the City.

3. This petition for annexation has been signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed and owning more than fifty percent (50%) of the area, excluding public street, alleys, and any land owned by the City.
4. A community of interest exists between the area proposed to be annexed and the City.
5. The area proposed to be annexed is urban or will be urbanized in the near future.
6. The area proposed to be annexed is integrated with or is capable of being integrated with the City.
7. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - (a) is divided into separate parts or parcels without the written consent of the landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way; or,
 - (b) comprises twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the annexation, is included within the territory proposed to be annexed without the written consent of the landowner or landowners.
8. The mailing address of each signer, the legal description of the land owned by each landowner and the date of signing of each signature are shown on this petition.
9. Attached to this petition is the affidavit of the circulator of this petition that each signature hereon is the signature of the person whose name it purports to be.
10. Accompanying this petition are an electronic and one hard copy of the annexation map containing the following information:
 - (a) A written legal description of the boundaries of the area proposed to be annexed;
 - (b) A map showing the boundary of the area proposed to be annexed. (Such map shall be prepared by and contain the seal of a Colorado registered engineer or land surveyor);
 - (c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
 - (d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City and the area proposed to be annexed with the dimension of such boundary.

11. The area proposed to be annexed is not presently a part of any incorporated city or town.
12. No part of the area proposed to be annexed is more than three miles in any direction from any point of the boundaries of the City as such was established more than one year before this annexation will take place.
13. As condition of and in consideration of the City annexing the area proposed to be annexed, Petitioners, for themselves and their heirs, personal representatives, successors and assigns:
 - (a) Waive and release all previously acquired or existing vested property rights attached to or established with respect to the area proposed to be annexed and acknowledge and agree that the annexation of the area proposed to be annexed is not a site specific development plan and no vested property right shall attach to or be established with respect to the area proposed to be annexed.
 - (b) Acknowledge and agree that upon the annexation of the area proposed to be annexed and, subject to the provisions of the Annexation Agreement, the area shall become subject to the Charter, ordinances, resolutions, rules and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services; including, but not limited to sanitary sewer services, to the area proposed to be annexed.
 - (c) "Vested property right" and "site specific development plan" shall have the same meaning as set forth in Chapter 12 of Title XVII of the 1971 Code of Ordinances of the City and Article 60, Title 24, C.R.S.
14. Petitioners and the City shall enter into an Annexation Agreement prior to the effective date of this annexation:

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

SIGNATURE



MAILING ADDRESS

17 South Walsatch Ave
Colo Spgs, CO 80903

LEGAL DESCRIPTION

DATE OF SIGNING


8/6/24

Lined area for additional entries.

CIRCULATOR'S OATH

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

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

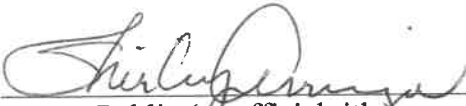


Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of EL PASO,
State of COLORADO, this 6TH day of AUGUST,
2024,
By RAYMOND F. O'SULLIVAN.

Witness my hand and official seal.
My commission expires: 03-28-2025.

(SEAL)

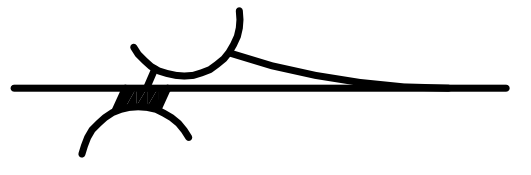


Notary Public (or official title)

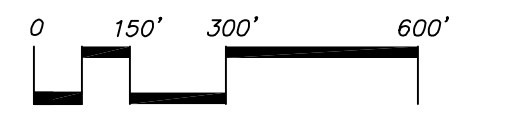
SHIRLEY ARRUIZA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974005152
MY COMMISSION EXPIRES MARCH 28, 2025

JACKSON RANCH ANNEXATION No. 1

A PORTION OF THE SOUTH HALF OF SECTION 19 AND A PORTION OF THE SOUTH HALF OF SECTION 20,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



SCALE: 1" = 300'



LEGEND

- EXISTING CITY LIMITS LINE
- PROPOSED CITY LIMITS LINE

BASIS OF BEARINGS:

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

1. AREA TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19 AND A PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., A DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 2660.43 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78; THENCE N. 51°35'59" E. ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 230.91 FEET; THENCE S. 38°24'01" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1.00 FEET; THENCE N. 51°35'59" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 749.66 FEET; THENCE N. 89°35'23" E., A DISTANCE OF 448.61 FEET; THENCE S. 00°23'05" E., A DISTANCE OF 208.52 FEET; THENCE N. 89°36'55" E., A DISTANCE OF 309.80 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 130.93 FEET; THENCE N. 89°35'18" E., A DISTANCE OF 199.98 FEET; THENCE N. 00°24'05" W., A DISTANCE OF 199.98 FEET; THENCE S. 89°35'13" W., A DISTANCE OF 200.16 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 68.05 FEET; THENCE S. 89°36'55" W., A DISTANCE OF 100.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 152.270 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

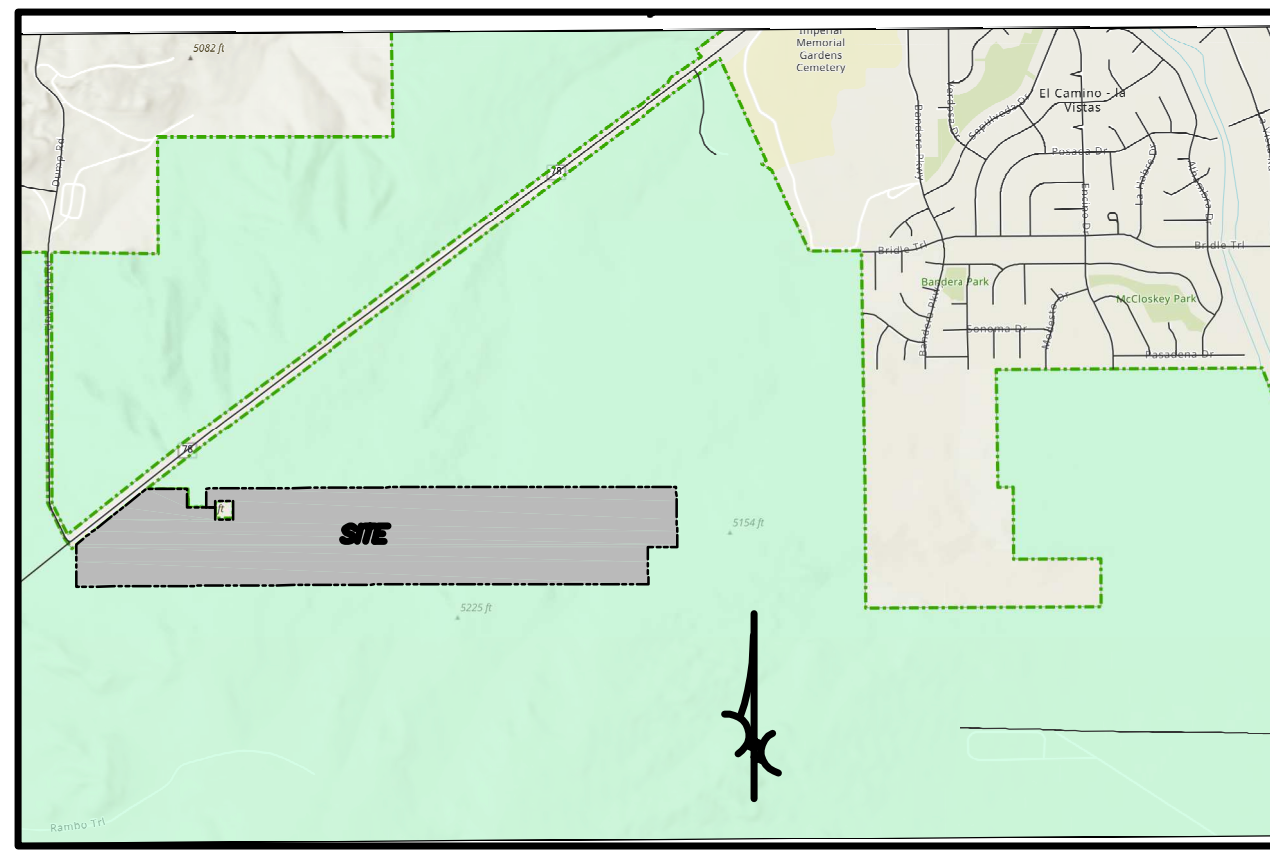
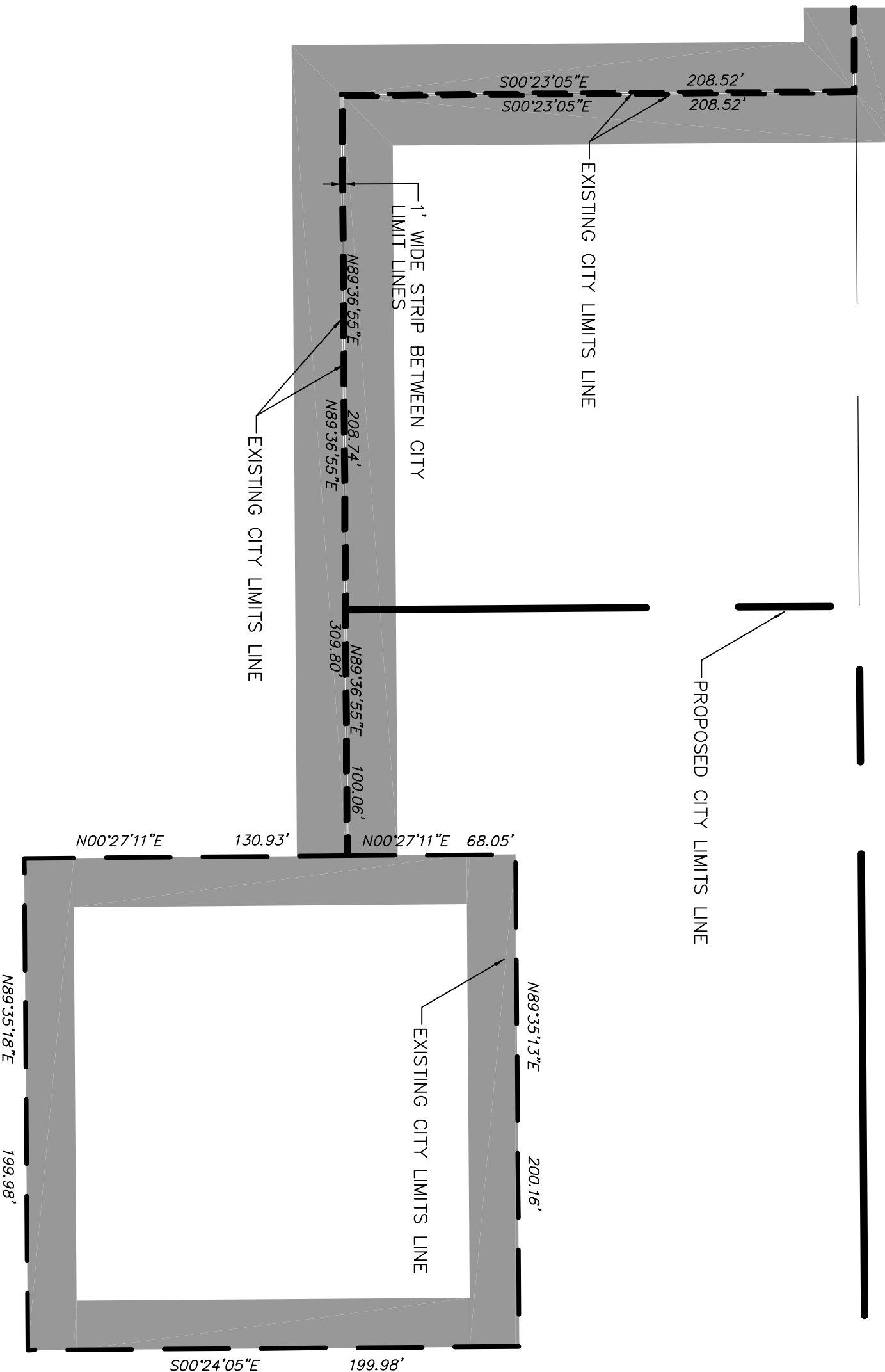
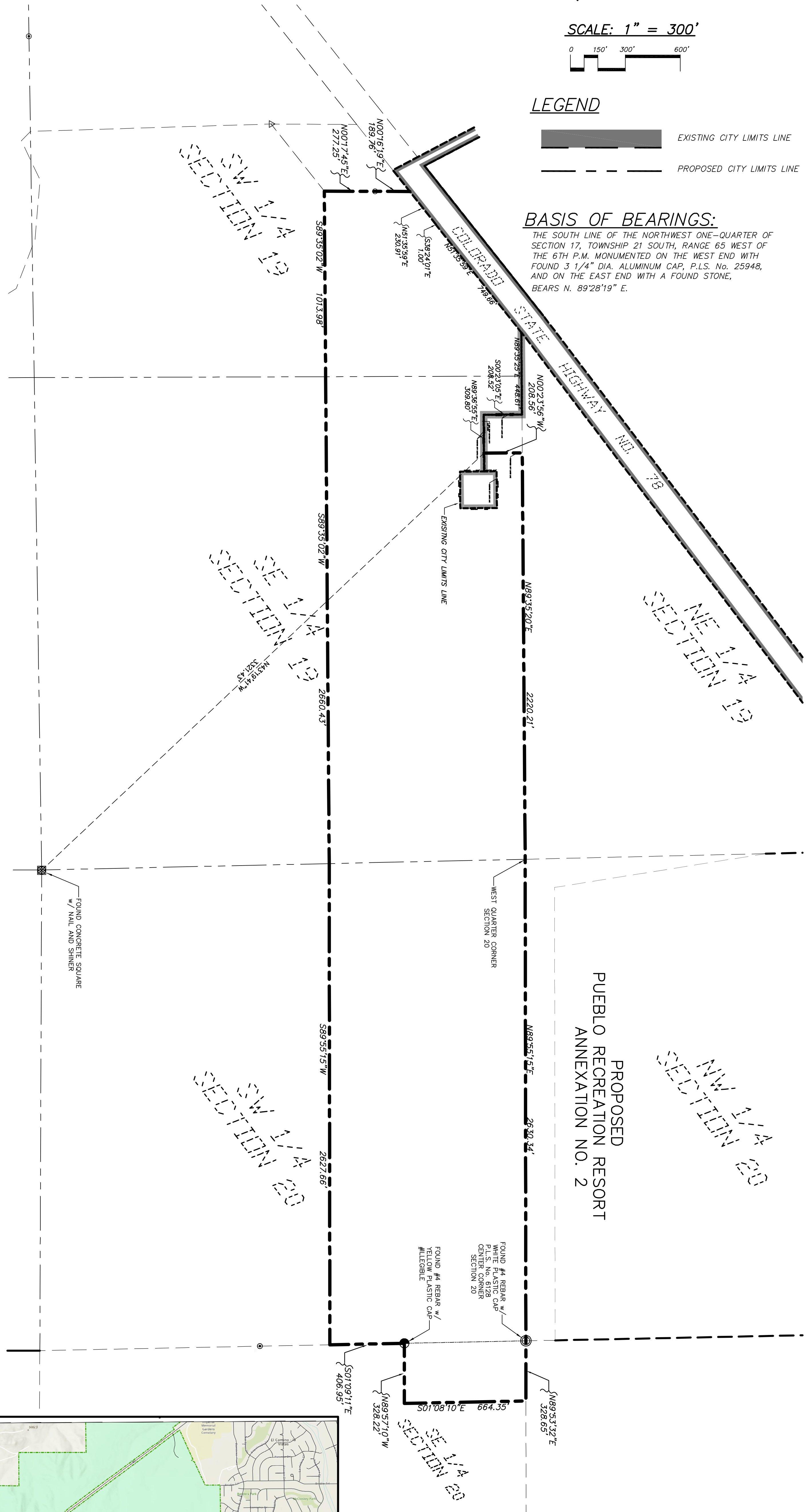
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3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

By: Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on behalf of NorthStar Engineering
And Surveying, Inc.



VICINITY MAP

PROPOSED
PUEBLO RECREATION RESORT
ANNEXATION NO. 2

NORTHSTAR ENGINEERING AND SURVEYING, INC.		(719)544-6823 (719)544-6825 FAX	
111 E. 5TH ST. PUEBLO, CO 81003			
ANNEXATION PLAT			
FILE: 2203200-ANNEX.DWG	DRAWN BY: DJA	JOB NO. 2203200	
SCALE: 1" = 300'	CHECKED BY: MLC	SHEET 1 OF 1	
DATE: 03-04-2024			

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, May 14th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present: Paul Willumstad, Board Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner, Paul Haley, Fire Inspector, and Helen Dupree, Transportation Analyst.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move GU-25-02 to #6 on the Public Hearing agenda, move CP-25-01 to #7 on the Public Hearing agenda, move Z-25-06 to #8 on the Public Hearing agenda, withdraw SUP-24-01 from the Public Hearing agenda, and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

Chair Castellucci recused himself for the remainder of the meeting.

Public Meeting:

1. A-24-04

Jackson Ranch Annexation 1: Annexation of 152.27 acres into the City of Pueblo, generally located southeast of Hwy 78 and west of the Pastora Ranch Annexation.

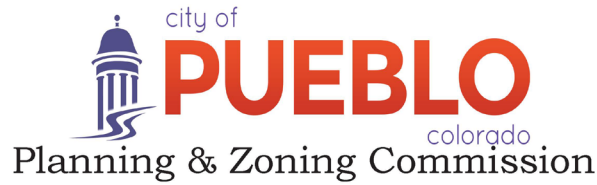
Commission Action: Bailey moved to recommend the annexation application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 6-0 (Castellucci recused himself)

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

A-24-04

TO: City of Pueblo, Planning and Zoning Commission

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

DATE: May 14, 2025

SUBJECT: Jackson Ranch Annexation No. 1

APPLICANT: Nina Ruiz; Vertex Co.

PROPERTY OWNER: RJPC Ranch LLC, a Colorado Limited Liability Company

LOCATION: Generally located southeast of State Highway 78 and west of the Pastora Ranch annexation – 152.27 acres

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

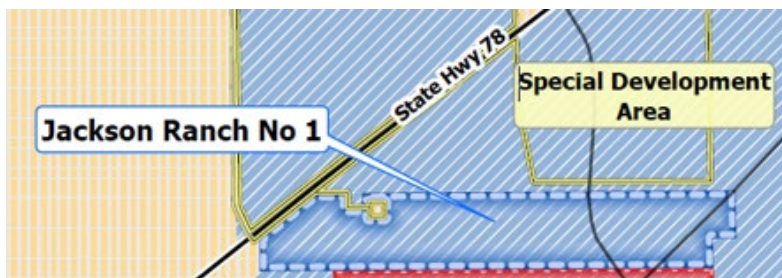
CONCURRENT REQUEST(S): Jackson Ranch Annexation No. 2 (A-24-05)

REQUEST:

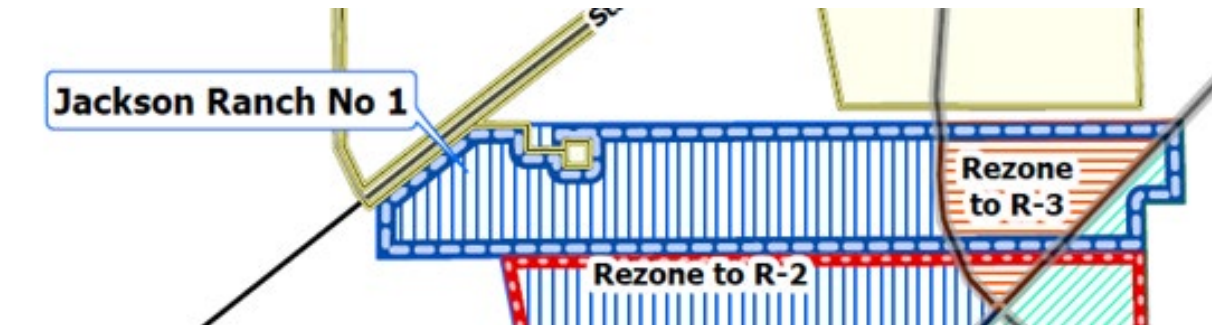
The Petitioner/Applicant is requesting to annex 152.27 acres into the City. This petition is part of a series of two annexations totaling 591.6 acres. The series annexations include: 152.27 acres in Annexation No. 1 and 439.33 acres in Annexation No. 2. The property within Annexation No. 1 will be master planned following annexation with the primarily a mixture of residential development areas. The proposed land uses will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended.

BACKGROUND:

The Petitioner/Applicant submitted annexation petitions for the Jackson Ranch Annexations 591.6 acres into the City through a series of two annexations with Phase 1 totaling 152.27 acres and Phase 2 totaling 439.33 acres. The annexation petitions were filed on August 28, 2024 by RJPC Ranch LLC, a Colorado Limited Liability Company. The phase 1 annexation contains 152.27 acres and is located southeast of State Highway 78 and west of the Pastora Ranch annexation. The purpose of the annexation is for the development of a mixture of residential development types that includes some complementary retail services. The property is currently identified within the Urban Reserve – Special Development Area future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map.



The applicant is proposing to initially zone approximately 10.27 acres of the property as A-1, Agricultural One, (diagonal green lines on map below) as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time. Approximately 110.77 acres are proposed to be zoned into an R-2, Single Family Residential District, and the remaining 31.23 acres are proposed to be zoned into an R-3, One and Two Family Residential District.



No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 152.27 acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City’s comprehensive plan, and the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended. The proposed development of the property must at minimum meet the criteria included in the Major Project Annexation Criteria described in the 2022 Pueblo Regional Comprehensive Plan, as amended.

ANALYSIS:

The proposed Jackson Ranch Annexation No. 1 conforms with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and the Pueblo Municipal Codes.

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

Existing Zoning and Land Use:

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

Surrounding Land Uses & Zoning

North	Pueblo County - A-3, Small Agricultural & A-1, Large Agricultural; Currently undeveloped
East	Pueblo County - A-1, Large Agricultural; Currently undeveloped; City of Pueblo, S-1 containing a transmission tower
South	Pueblo County - A-1, Large Agricultural; Currently undeveloped
West	Pueblo County - A-1, Large Agricultural; Currently undeveloped with access road to the South Side Landfill on north side of SH78

Current Land Use According to Comprehensive Plan:

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Urban Reserve – Special Development Area. These areas are adjacent to existing City of Pueblo limits, within the City of Pueblo 3-Mile Annexation Boundary area. These areas are potentially serviceable areas and may be suitable for future annexation, subject to the evaluation criteria for major projects and the applicable requirements of the City’s Code of Ordinances. Future land use categories should be assigned through a Comprehensive Plan amendment.

The Major Project Annexation Criteria, along with the Pueblo Regional Comprehensive Plan Goals for a proposed development must at a minimum meet the following criteria to be considered for annexation:

1. Should be consistent and promote the development goals provided in the Regional Comprehensive Plan.

Staff findings: The Regional Comprehensive Plan designates this area as an Urban Reserve – Special Development Area. An amendment to the Regional Comprehensive Plan Future Land Use Map should be approved by City Council prior to the approval of rezoning and subdivision of the property. The property shall be zoned into the zone district most nearly corresponding to the land use classification into which such land has been classified under the City’s comprehensive plan.

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

Staff findings: The proposed annexation agreement requires the petitioner to prepare a Sanitary Sewer Plan certified by Professional Engineers competent in the field of sanitary sewer engineering and registered in the State of Colorado. Associated impacts on City’s existing sanitary sewer system and proposed sanitary sewer system shall be identified in the Sanitary Sewer Plan, and those impacts which are reasonably attributable to the development of the property as determined by the City, in its sole discretion, shall be mitigated through the installation of sanitary sewer improvements installed by and at the expense of the petitioner.

3. Must fund any needed expansions to water or sewer service capacity needed to support the project including the dedication or purchase of water rights, contributions for expansion of sewer treatment capacity, or provision of private treatment of wastewater to reduce impact on treatment capacity for the City.

Staff findings: The petitioner shall construct and install, at petitioner’s sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the property. The size, location and capacity of such sewer lines, mains, and pump stations will be determined by the Director of Wastewater, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published November 11, 2024 or as same may be hereafter amended. Such additional sewer lines, mains, pump stations shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

Any extension of water service to the property shall be approved by Pueblo Water and no subdivision of the property shall be approved without the approval of Pueblo Water to provide service to the Property.

4. The dedication of land and/or construction of facilities needed to expand fire and police services to the development that meet level of service standards for the rest of the city.
Staff findings: The proposed annexation agreement requires the Petitioner to dedicate land and right-of-way for public uses and facilities necessary and required to serve the Property in accordance with an approved Master Development Plan or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, sanitary and storm sewers, drainage ways and facilities, utilities, streets, roadways, trail systems, parks and open space. The Petitioner at its expense shall timely construct and install all on-site improvements and off-site improvements necessary and required to serve the Property or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, trails, parks, streets, street lights, curbs and gutters, sidewalks, bridges, traffic control devices, sanitary sewers, storm sewers, drainage and channel improvements and facilities, but excluding public buildings such as fire stations. All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements. The Petitioner is also required to pay a Public Safety Impact Fee based on the square foot of floor space for each residential, commercial, and industrial building.

Annexation Agreement Related to Zoning and Secondary Access:

According to the agreement, the northern portion of the annexation area is to be zoned as an A-1, Agricultural One District, for a period not to exceed 180 months from the date of the annexation agreement. Prior to the 180 months expiring, the property owners must rezone the land into a zone district “most nearly corresponding to the land use classification into which such land has been classified under the City’s comprehensive plan.” No building or occupancy permits are allowed to be issued for the northern portion of the annexation area while the property is zoned A-1. The annexation agreement also states that the petitioner shall provide secondary access to the property in accordance with the 2015 International Fire Code. The secondary access will most likely be provided by the planned extension of Lake Avenue and/or Bridle Trail. The developer/petitioner is eligible for cost recovery for the construction of the secondary access. The City reserves the right to not approve subsequent subdivisions or approve building permits until the secondary access requirement is fulfilled.

Field Observations of Site:

- The proposed annexation area is vacant, undeveloped land. There are no existing roadways off of State Highway 78 with access to the proposed annexation area.

Neighborhood Compatibility

- The proposed annexation site is surrounded currently by undeveloped land that is zoned within the Pueblo County - Large Agricultural (A-1) District. The agricultural use on the property is grazing cattle on a limited bases. Non-agricultural uses may not be compatible with the agricultural uses occurring on the property and on surrounding properties.

REFERRAL AGENCIES AND COMMENTS:

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

SPECIAL INFORMATION

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

1. **Section 31-12-104** –That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.
 - Approximately 2,848 feet of the proposed annexation area is contiguous with existing City property of a total perimeter of approximately 16,404 feet, so it meets the one-sixth requirement.
2. **Section 31-12-105[1]-[e]** – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.
 - The City of Pueblo adopted the updated “City of Pueblo 3-Mile Annexation Master Plan for the Year 2025” on January 13, 2025. All of the property is within three miles of the existing city limits.
3. **Section 31-12-108.5-** An Annexation Impact Report is required for all annexations over ten acres.
 - An Annexation Impact Report for the Jackson Ranch Annexation No. 1 has been provided for the City by the petitioner addressing future land uses, water and sanitary sewer extension, roadway extensions, and impacts to School District 60.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

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

The proposed annexation is a logical extension of the City's boundary.

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

No later than ninety (90) days after the effective date of the Ordinance annexing the property, Petitioner shall take and perform all actions necessary for the Property to be zoned as follows:

According to the agreement, the applicant is proposing to initially zone approximately 10.27 acres of the property as A-1, Agricultural One, (diagonal green lines on map below) as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time. Approximately 110.77 acres are proposed to be zoned into an R-2, Single Family Residential District, and the remaining 31.23 acres are proposed to be zoned into an R-2, One and Two Family Residential District.

The Regional Comprehensive Plan designates the proposed annexation area to be within both an Urban Reserve – Special Development Area (95 acres) and a Rural Ranch Area (344 acres). An amendment to the Regional Comprehensive Plan Future Land Use Map should be approved by City Council prior to the approval of a rezoning and subdivision of the property.

No building permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure until the property on which the building or structure is located is subdivided in accordance with any and all requirements of the Annexation Agreement and Title XII, Chapter 4 of the Pueblo Municipal Code as same may be amended.

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

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

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

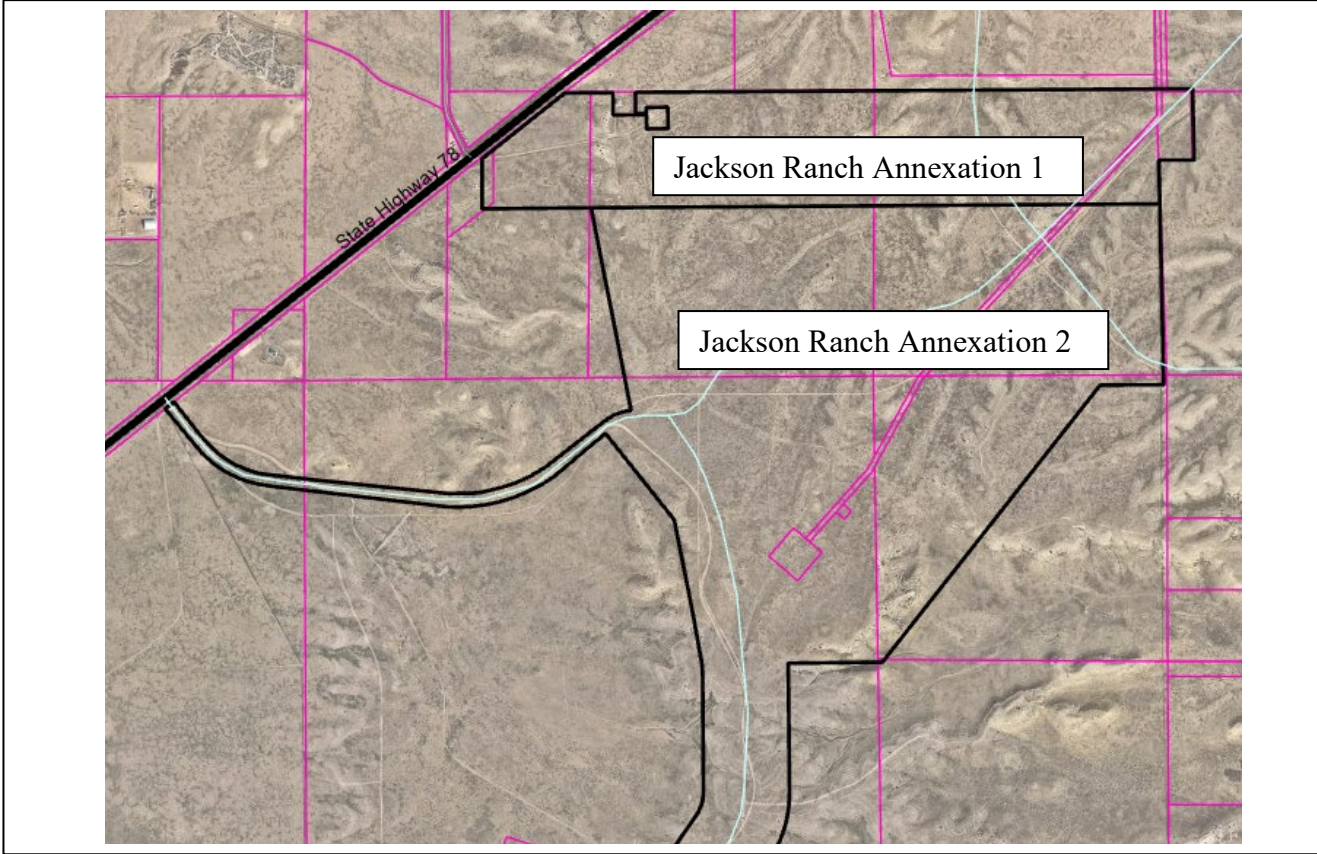
The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

RECOMMENDED ACTION: If the Planning and Zoning Commission determines that the annexation petition meets the necessary criteria and statutory requirements, a recommendation to City Council for approval of the annexation petition is appropriate.

ATTACHMENTS

- A. Aerial Photograph
- B. Site Photo
- C. Annexation Plat
- D. Impact Report (Applicable to A-24-04 and A-24-05)
- E. Draft Annexation Agreement (Applicable to A-24-04 and A-24-05)

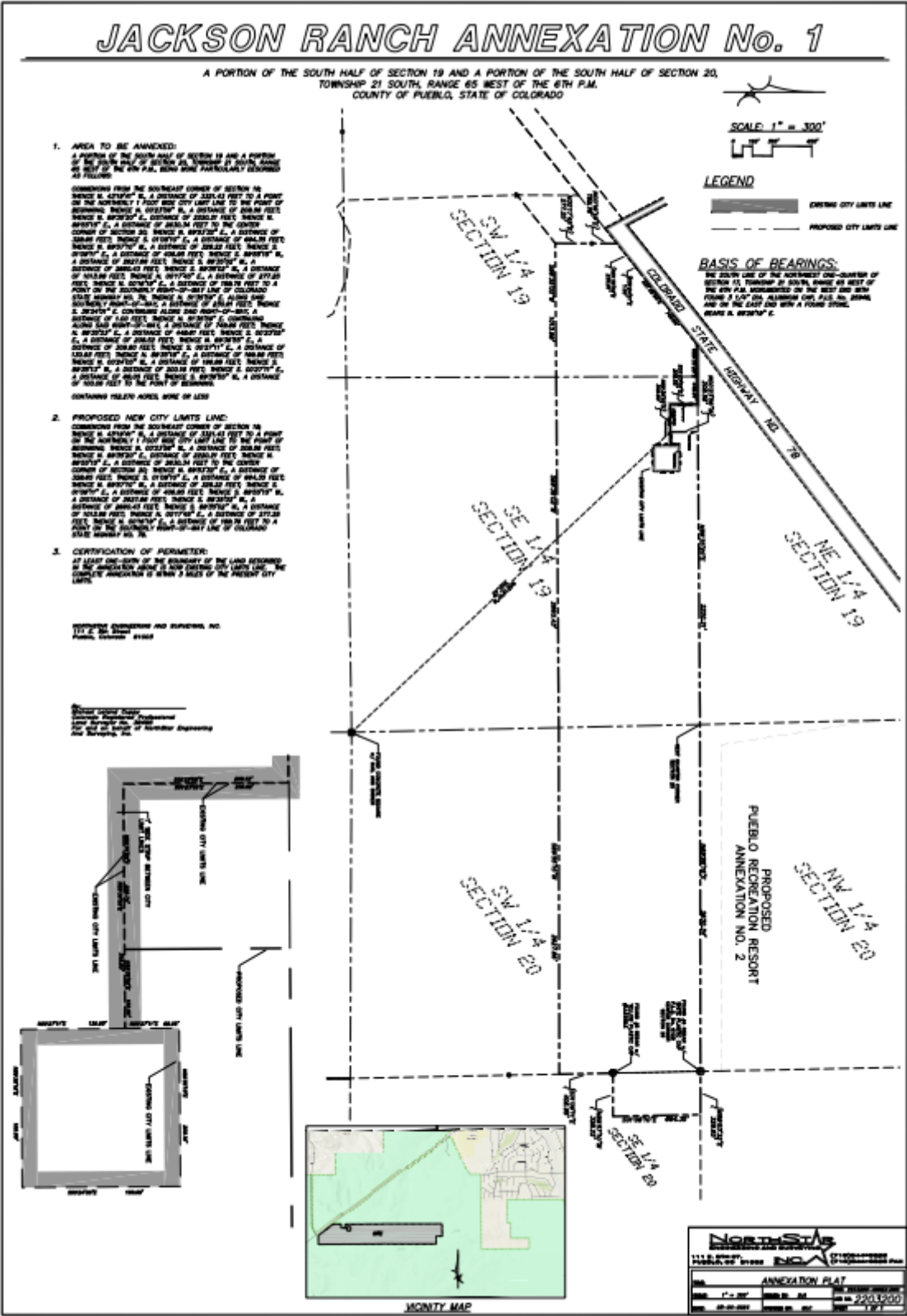
A. Aerial Photograph



B. Site Photo



C. Annexation Plat



D. Impact Report (Applicable to A-24-04 and A-24-05)

E. Draft Annexation Agreement (Applicable to A-24-04 and A-24-05)

D. IMPACT REPORT

JACKSON RANCH, Annexation Impact Report (C.R.S. Title 31-12-108.5)

As part of the Annexation request and application process the following impact report concerning the Jackson Ranch development has been prepared. The report is provided for the 591.6-acre site south along State Hwy 78. The related project parcel numbers are 1519000013, 1519000017, 15200000023, 1500000166, 1500000167, 15000000145, and 1500000165. The report includes an annexation land use map, a composite service map and related development studies.

- 1) **The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;**
 - a) The application includes the enclosed mapping of a series of two annexations, including delineation of the current city limits and the new future city limit boundaries. See Exhibits A-1 and A-2 (Annexation Plats for each area of the petitions).

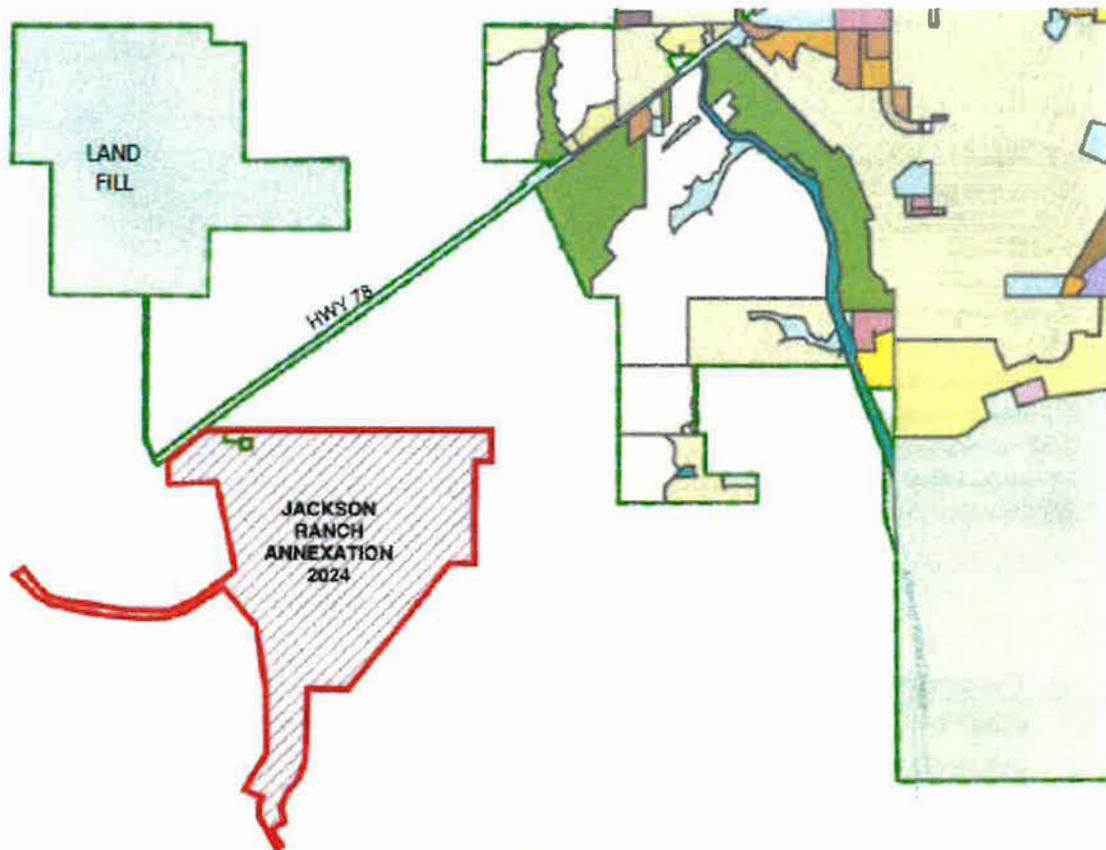
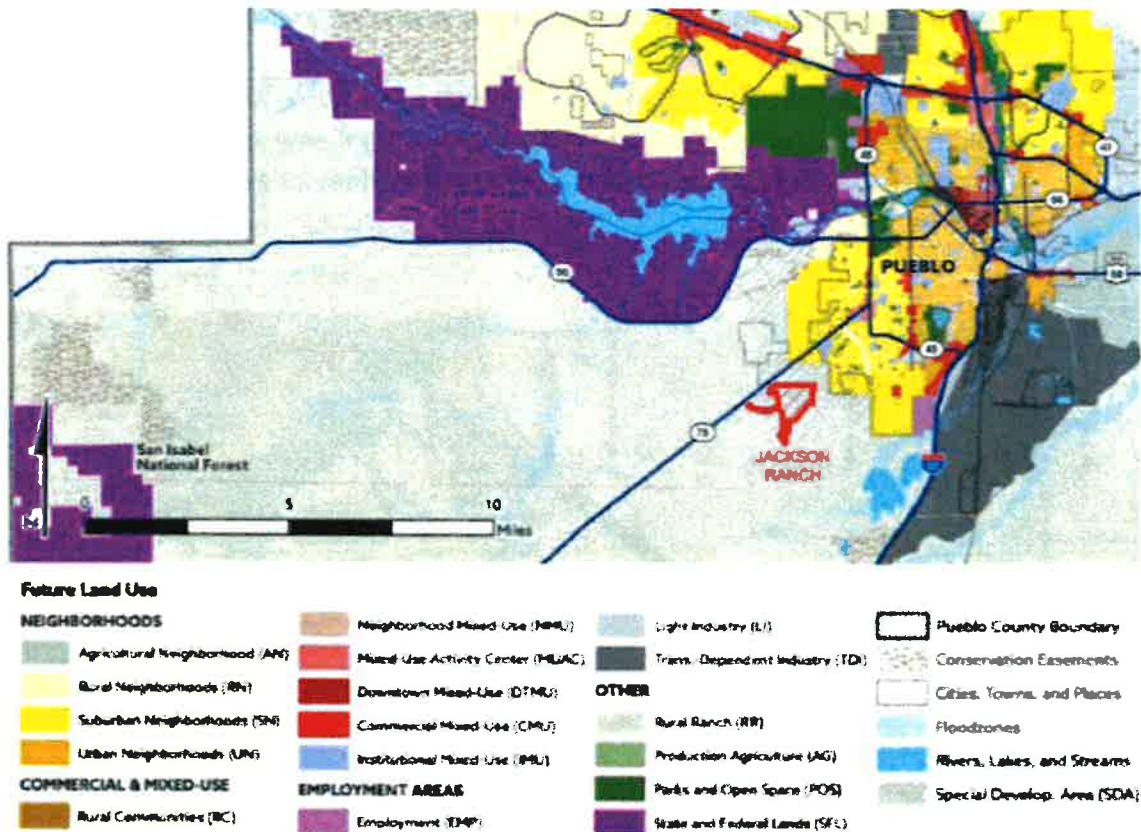


Figure 1, Annexation / City Zoning Context

- b) The proposed annexation area lays within a “Special Development Area”, Future Land Use Map Designation in the 2022 Pueblo Regional Comprehensive Plan, as amended. A Special Development Area is defined as areas adjacent to existing City of Pueblo limits, within the City of Pueblo’s 3-Mile Annexation Boundary. It is characterized as potentially serviceable areas that are suitable for future annexation. The future land use categories are to be assigned through a Comprehensive Plan amendment at the time of annexation.



Source: City of Pueblo, Pueblo County, CDOT, CDPHE

Figure 2, Annexation / County Future Land Use Context

- 2) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of proposed annexation;
- a) The Water Supply extensions for Jackson Ranch are shown and described in the attached Jackson Ranch, Pueblo, Colorado, Water Supply Memorandum, (Exhibit B). The memorandum identifies the pressure zones, service area, projected water system demands, along with maps showing the pressure zones and proposed water system layout.

- b) The proposed wastewater service connections to the City's sanitary sewer system are shown and described in the attached Jackson Ranch, Pueblo, Colorado, Master Sanitary Sewer Report, (Exhibit C). The report includes design criteria, demand considerations, flow projections, and a proposed system layout.
- c) The proposed roadway system accesses and circulation within Jackson Ranch are shown and described in the attached Jackson Ranch Annexation, Master Traffic Impact Study, (Exhibit D). The study provides existing and projected traffic volumes, trip generation estimates, trip distribution, and long-term total volumes. The study provides recommendations for the functional classifications of roadways, traffic lanes and recommended cross sections of the planned roadways, including potential interim roadway cross sections.
- d) All the stormwater considerations will be maintained and managed on site through the introduction of stormwater infrastructures and water quality ponds adhering to best management practices (BMPs).

3) The existing and proposed land use patterns in the areas to be annexed.

- a) The proposed land uses in the Jackson Ranch annexations are shown and described on the Overall Service and Land Use Plan (Exhibit E). The land use plan identifies approximately 220 acres for 5,000 sq. ft. single-family residential lots, approximately 33 acres for 3,000 sq. ft. one and two-family residential lots, approximately 46 acres of ½ acre agricultural residential lots, and approximately 292.6 to be zoned into an A-1, agricultural holding zone for future development.
- b) The current land use is grazing or agricultural uses and is zoned A1 (Pueblo County). The land use plan estimates approximately 2,500 residential units at full buildout of the project.
- c) One major park has been proposed for the development project. Future development plans and zoning will address the minimum park and open space requirements that currently require 8% of the subdivided property be provided for parks, trails, or open space.

4) A copy of any draft or final pre-annexation agreement, if available;

A pre-annexation agreement has not been prepared or considered for these annexations.

5) A statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;

- a) See the attached related planning documents and utility studies attached as exhibits to the impact report.

- b) The applicant has coordinated with the service providers on the extensions of the services, including the phasing, timing, and triggers for the development of a new water tank on the property and upgrading the wastewater extensions, and upgrades within State Highway 78.
 - i) An existing easement and a parcel are dedicated on the property for the construction of a new water tank.
 - ii) The attached wastewater master plan study provides the strategy for upgrading the key sections of the system in cooperation with the City.
- 6) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the areas to be annexed;**
- a) The timing of the water supply extensions and other improvements will be completed through an agreement with Pueblo Water. The site does provide the needed easement and land for the development of the needed tank storage and related pump operations. See Exhibit B for additional information.
 - b) Wastewater extensions: Jackson Ranch will be responsible for the onsite improvements, as well as the off-site extensions and upgrades per agreed upon schedules and standards defined by the city. See Exhibit C for additional information.
- 7) A statement identifying existing districts within the area to be annexed;**
- a) The taxing districts in which the proposed annexation area is located are:
 - i) Pueblo City Schools (School District 60)
 - ii) South Pueblo Soil Conservation District
 - b) There are no other districts listed by the Pueblo County Assessor database or noted on the title work for the area proposed for annexation.
 - c) It should be noted, that with the annexation, the developer is in the process of presenting an application and preparing documentation for the formation of a Metropolitan District to assist with the development and long-term management of the proposed areas to be annexed.
- 8) A statement on the effect of annexation upon local public school district systems, including the estimated number of students generated and the capital construction required to educate such students;**
- a) Below is a table and diagrams with the projected number of students estimated for the Jackson Ranch development. The table projects an estimated total of 984 students as a result of the development within Jackson Ranch. A map showing the location of the Jackson Ranch annexations in relationship to the Pueblo City Schools boundary is included as Figure 3. No formal request has been made by Pueblo City Schools to address future facility needs associated with the Jackson Ranch development.

School Impacts Calculations, May 2024:

JACKSON RANCH MASTER PLAN, PRELIMINARY PARK LAND AND SCHOOL/STUDENT ESTIMATES								Student Counts			
Parcel No.	Parcel AC	Current Zone	Park Dedication 8%	Est. Roadway 5%	Bulldable AC	DU Range	Avg. Lot Est.	District No	Dist. 60 RL	Dist. 60 RM	Dist. 60 RH
1	39.873	RL	3.19	1.63	34.85	1-2 DU/AC	70	60	25.09		
2	183.407	RM	14.67	8.44	160.30	3-8 DU/AC	1282	60		551.42	
3	33.41	RH	2.67	1.54	29.20	9-12 DU/AC	350	60			94.61
4	35.135	RM	2.81	1.62	30.71	3-8 DU/AC	368	60		158.45	
5	210.96	RL	16.88	9.70	184.38	1-2 DU/AC	369	60	132.75		
6	35.026	RL	2.80	1.61	30.61	1-2 DU/AC	61	60	22.04		
Total	537.81		43.02	24.74	470.05		2501		179.89	709.88	94.61
									Est. (D60) Students	984	

* See associated Master Plan Exhibit

* Numbers do not include possible planned 55+ units or vacation rentals

*Numbers do not include possible Rec/RV facilities

* Not Reflected, The City currently request 8% for park land dedication

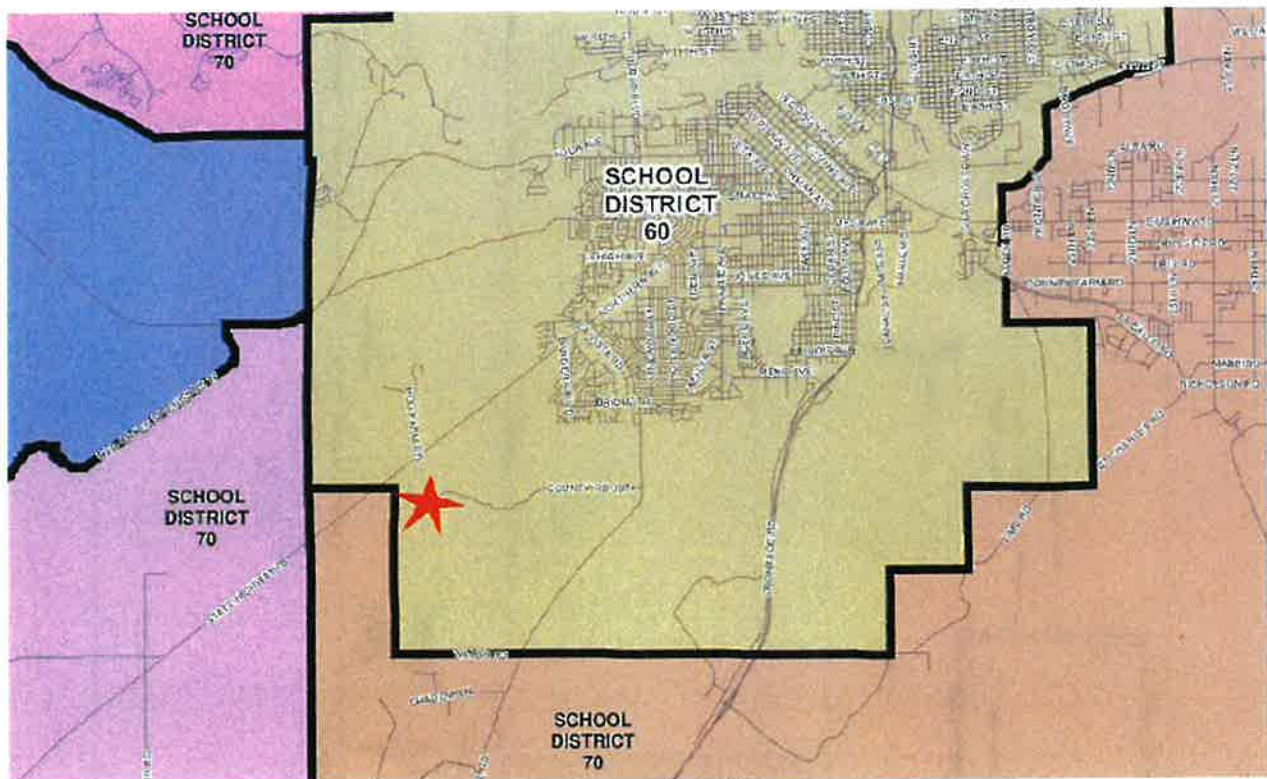


Figure 3, Overall School District Boundaries

Exhibit A-1

JACKSON RANCH ANNEXATION No. 1

A PORTION OF THE SOUTH HALF OF SECTION 19 AND A PORTION OF THE SOUTH HALF OF SECTION 20,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 9TH P.M.,
COUNTY OF PUEBLO, STATE OF COLORADO

1. AREA TO BE ANNEXED

A PORTION OF THE SOUTH HALF OF SECTION 19 AND A PORTION OF THE SOUTH HALF OF SECTION 20, AS SHOWN ON THE MAP, TO BE ANNEXED TO THE CITY OF PUEBLO, COLORADO, AS SHOWN ON THE MAP, AS FOLLOWS:

COMMENCING FROM THE SOUTHWEST CORNER OF SECTION 19 TO POINT A, 100 FEET N. 89° 58' 00" W. TO POINT B, 100 FEET S. 89° 58' 00" W. TO POINT C, 100 FEET S. 89° 58' 00" W. TO POINT D, 100 FEET S. 89° 58' 00" W. TO POINT E, 100 FEET S. 89° 58' 00" W. TO POINT F, 100 FEET S. 89° 58' 00" W. TO POINT G, 100 FEET S. 89° 58' 00" W. TO POINT H, 100 FEET S. 89° 58' 00" W. TO POINT I, 100 FEET S. 89° 58' 00" W. TO POINT J, 100 FEET S. 89° 58' 00" W. TO POINT K, 100 FEET S. 89° 58' 00" W. TO POINT L, 100 FEET S. 89° 58' 00" W. TO POINT M, 100 FEET S. 89° 58' 00" W. TO POINT N, 100 FEET S. 89° 58' 00" W. TO POINT O, 100 FEET S. 89° 58' 00" W. TO POINT P, 100 FEET S. 89° 58' 00" W. TO POINT Q, 100 FEET S. 89° 58' 00" W. TO POINT R, 100 FEET S. 89° 58' 00" W. TO POINT S, 100 FEET S. 89° 58' 00" W. TO POINT T, 100 FEET S. 89° 58' 00" W. TO POINT U, 100 FEET S. 89° 58' 00" W. TO POINT V, 100 FEET S. 89° 58' 00" W. TO POINT W, 100 FEET S. 89° 58' 00" W. TO POINT X, 100 FEET S. 89° 58' 00" W. TO POINT Y, 100 FEET S. 89° 58' 00" W. TO POINT Z, 100 FEET S. 89° 58' 00" W. TO POINT A, 100 FEET N. 89° 58' 00" W.

2. PROPOSED NEW CITY LIMITS LINE

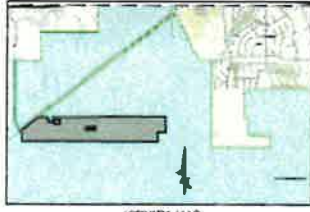
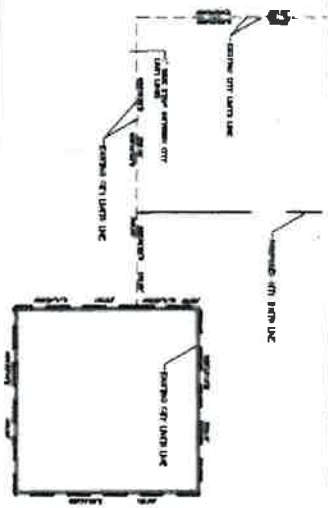
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3. IDENTIFICATION OF FORMER CITY LIMITS

AT LEAST ONE-COPIES OF THE BOUNDARY OF THE LAND ANNEXED TO THE CITY OF PUEBLO, COLORADO, AS SHOWN ON THE MAP, SHALL BE MAINTAINED AT THE OFFICE OF THE CITY CLERK.

APPROVED AND ADOPTED BY THE CITY CLERK, PUEBLO, COLORADO, THIS 15TH DAY OF MARCH, 2000.

APPROVED AND ADOPTED BY THE CITY CLERK, PUEBLO, COLORADO, THIS 15TH DAY OF MARCH, 2000.



ANNEXATION PLAN	
DATE	15th DAY OF MARCH, 2000
BY	CITY CLERK, PUEBLO, COLORADO
FOR	ANNEXATION NO. 1
SCALE	1" = 300'
PROJECT NO.	2000-0001
DATE	15th DAY OF MARCH, 2000
BY	CITY CLERK, PUEBLO, COLORADO
FOR	ANNEXATION NO. 1

Exhibit B



**JACKSON RANCH
PUEBLO, COLORADO**

WATER SUPPLY MEMORANDUM

MAY 20, 2024

Prepared by:

Kimley»Horn

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PROPOSED WATER SYSTEM 5

 WATER SYSTEM DEMANDS 5

 WATER SYSTEM LAYOUT 5

SCHEDULE, OWNERSHIP & RESPONSIBILITY 6

APPENDIX A – EXISTING PUEBLO PRESSURE ZONES

APPENDIX B – PRELIMINARY WATER SYSTEM LAYOUT

BACKGROUND AND PURPOSE

This water system supply memorandum has been prepared for the Jackson Ranch Development located along State Highway 78 (Northern Avenue) (“HWY 78”) in Pueblo County, Colorado just west of the existing City of Pueblo boundary. The Jackson Ranch Development is an approximately 2,037-acre residential development owned by RJPC Ranch, LLC (“Owner”). Development’s 2023 Master Plan consists of low-, medium-, and high-density residential developments with a K-12 school, parks, and open space representing the highest density and water demand projected for this area. As development continues, densities will adjust with market conditions. The water demands for the Development in buildout conditions are not anticipated to exceed the demands discussed in this report. Refer to the *Jackson Ranch Sanitary Sewer Master Plan* for additional information.

This purpose of this memorandum is to accompany the Annexation Agreement to outline water system supply needs for the Jackson Ranch Development (“Development”) and the neighboring Business Park (“Business Park”), located to the north of the Development, that will be designed and constructed concurrently with the first stages of the Development.

Additional development information including location, annexation boundary, land use, sanitary sewer, and traffic plans were submitted with and referenced within the annexation agreement.

Water supply, pressure zones, design assumptions, calculations, and system ownership and responsibility are outlined throughout this memorandum. Preliminary pump and water storage locations have been identified based on the existing Pueblo Water utility easement created as a part of their master plan and capital improvements project for expanding their water distribution system into the 10-K pressure zone. Water demand criteria and assumptions are detailed in the **Water System Demands** portion of this report.

WATER SUPPLY

City of Pueblo’s municipal water supply is provided by the Board of Water Works of Pueblo, Colorado (Pueblo Water). Currently, Pueblo Water supplies within both the city limits of Pueblo and adjacent areas with serving nearly 115,000 people over a total of 8 pressure zones (1-K to 8-K). Pueblo Water has confirmed they have the capacity to supply the Jackson Ranch development and the neighboring Business Park but does not have the infrastructure in place to begin immediate service.

The Development is anticipated to acquire its water supply from the existing storage tanks and pump station located directly east of the Business Park. Water will ultimately be supplied via a future transmission main extension to a future tank and booster pump station near the center of the Development within the existing Pueblo Water utility easement. Water will be dispersed and pumped throughout both the Development and adjacent Business Park by a looped distribution main network that will tie back into the existing Pueblo Water distribution system.

PRESSURE ZONES AND SERVICE AREA

For this water system design memorandum pertaining to the Jackson Ranch Development, existing pressure zones located in Pueblo, Colorado were analyzed to understand their maximum and minimum operating pressures in the distribution zone. The extents of the pressure zones allow for the identification of the serviceability of the Jackson Ranch Development via the current pump station and tank location. A pressure zone exhibit displaying the pressure zones in respect to the Development location is included in **Appendix A**.

As part of the hydraulic analysis for this report, development areas (Areas 1-4) were utilized to understand anticipated water demands across the attributing areas. Area 1 includes the north most Development parcels and Business Park. Area 2 includes the eastern Development parcels. Area 3 and Area 4 consist of all western Development parcels. Pressure zones range between the 8-K and 10-K zone, with a vast majority of the Development currently falling within the 10-K pressure zone. Refer to the Sanitary Sewer Master Plan for more detailed information regarding both the creation and land use of the development areas.

The existing pump station and tank is located to the north of the Development along the east side of the proposed Business Park. Currently, their locations sit within the existing 8-K pressure zone which surrounds the Development limits. However, based on the existing topographic conditions of the site area, several high points in elevation causes majority of the Development to fall within the 10-K pressure zone. Only the Business Park and portions of Development parcels 1-3, 6, 19, and 21-24 can be serviced by the current pump station. The existing pump station consists of the following:

- Firm domestic capacity of 1,500 gpm
 - Considering two 250 gpm domestic pumps, one 2000 gpm fire pump, and the 1000 gpm residential fire flow requirement
- Current service demand: 0.3 MGD
- Capacity available within the 8-K zone: 1.86 MGD equivalent to approximately 839 single family units at 100 gpcd (gallons per capita per day) average day flow assuming a peaking factor of 2.51 and 3.21 for max day and max hour demands respectively and a population density of 2.75 pp/unit.

From conducting preliminary hydraulic analysis of the Development in respect to its topographic features and demand projections, as detailed in the **Water System Demands** section of this report, it was identified that the current tank and pump station will not be able to service the entire Jackson Ranch Development and the planned Pueblo Water Tank and associated transmission, and booster pump station will be required to service Jackson Ranch. Based on the pressure zone, existing pump station data, and estimated demands from the Development, below is a list of infrastructure needs at the Development's final build out condition:

- Planned tank and associated transmission main from the existing pump station will need to be constructed to service Jackson Ranch and the eventually the entire 8-K zone
- The existing pump station does not have sufficient head range to fill the planned tank at the proposed location within the development. Upgraded pumps will have to be installed prior to the tank being placed into service.
- Ultimately, a booster pump station located at the planned tank site will be needed to service areas at a higher elevation (10-K zone) within the Jackson Ranch development
 - Pressure reducing valves will also need to be integrated into the system at each zone boundary to control pressures as water flows down to the 8-K zone after being pumped up to service the 10-K zone

PROPOSED WATER SYSTEM

WATER SYSTEM DEMANDS

Anticipated water system demand projections were formulated based on water demand generation factors in respect to land use and peaking factors as well as fire flow requirements that were communicated by Pueblo Water. Additionally, the water system layout outlined within this report has been designed in respect to the ultimate capacity of the pressure zones that the Development falls within. Water criteria utilized to analyze the proposed system is as follows:

Demand Factors:

- Average day demand – Residential
 - 100 gallons per capita per day
 - Population density: 2.75 persons per residence
- Average day demand – Commercial/Industrial
 - 261.4 gallons per employee per business day
- Peaking Factors
 - Max Day: 2.32
 - Max Hour: 3.21
- Fire Flow Requirement
 - 1,000 gallons per minute for 1 hour

Pueblo Water does not include a demand factor for schools in their design requirements. Kimley-Horn utilized the commercial/industrial generation factor to account for the water demand from the school with an assumption of 500 employees. Since this value is higher than residential demands, Kimley-Horn feels that this conservative estimate is sufficient for this stage of the development.

Table 1 below displays the anticipated water demands for each Development Area in line with the 2023 Master Plan.

Table 1: Water Demand Projection

Development Area	Average Day Demand		Max Day Demand		Max Hour Demand	
	(gpm)	(gpd)	(gpm)	(gpd)	(gpm)	(gpd)
Area 1	586	843,336	1,470	2,116,774	4,719	6,794,846
Area 2	336	483,457	843	1,213,477	2,705	3,895,260
Area 3	789	1,135,588	1,979	2,850,326	6,354	9,149,547
Area 4	922	1,328,371	2,315	3,334,212	7,433	10,702,820
Jackson Ranch Total	2,632	3,790,753	6,607	9,514,789	21,210	30,542,472

WATER SYSTEM LAYOUT

Anticipated water demands from the development areas will require distribution mains ranging in size from 8-inch to 16-inch. The water supply will extend from the existing Pueblo Water tank and pump station, located in an off-site parcel adjacent to the east side of the Business Park in the 8-K pressure zone, that will be rerouted via a transmission main to a proposed tank and booster pump station located within the Development.

Proposed connection with the existing Pueblo Water system will occur via the anticipated transmission main from the existing pump station. There is also a possibility for an additional north connection at the intersection of HWY 78 and the Business Park via Pueblo Water's existing system. As of the time of writing this report, the extents of Pueblo Water's system within HWY78 near the Development is unknown and further coordination on a secondary connection point to loop the system will be needed. Moreover, an eastern dead-end main will be constructed with the anticipation to connect with the future Pastora Ranch development, and the entire 8K pressure zone, located east of Development parcels 22 and 23. Pastora Ranch is currently in design and is expected to be constructed in 2024.

As development progresses densities, land use, and therefore the water supply needs will change. The estimates listed here are a conservative estimate utilizing the maximum anticipated densities throughout development of the Jackson Ranch residential area.

Storage tanks, pump stations, existing system connections, and water mains will be designed to meet Pueblo Water, City of Pueblo, and CDPHE requirements and design plans will be submitted for review and approval prior to construction. A preliminary layout of the proposed internal Jackson Ranch water system is included in **Appendix B**.

SCHEDULE, OWNERSHIP & RESPONSIBILITY

Jackson Ranch is anticipated to begin construction efforts in 2024. Since this is a market driven development, the phasing schedule is unknown at the time of writing this report. The objectives of the Jackson Ranch stakeholders are to ensure orderly growth within the Pueblo Water System and maintain communications with Pueblo Water to anticipate infrastructure needs as development progresses.

Jackson Ranch stakeholders will develop within the existing 8K pressure zone where possible to utilize the remaining capacity of the existing system. Development within the 10K zone will require the infrastructure upgrades outlined within this memorandum to have the ability to service new development.

Jackson Ranch will be responsible for notifying Pueblo Water when development within the 10K zone is anticipated. Notification needs to occur between June and November the year prior to anticipated construction to allow Pueblo Water to properly budget design and construction funds for the needed expansion elements. Pueblo Water will attempt to include sufficient funds in the following year's budget, however; funds and subsequent design and construction cannot be guaranteed to be consistent with the construction timing of the Development.

It is anticipated the Pueblo Water will be responsible for potential upgrades to their existing system and ultimately own and operate the proposed system within the Development. As of the time of writing this memorandum, residential water tap fees are \$6,300 per residence. These funds are collected by Pueblo Water and are used for existing system extensions and improvements, included the required infrastructure to service the 10K pressure zone.

Pueblo Water has confirmed that Cost Sharing is possible pathway for funding the necessary improvements to supply the 10K zone if Jackson Ranch stakeholders want to develop within the 10K zone immediately. Further negotiations on cost responsibilities between Jackson Ranch and Pueblo Water are needed prior to any design taking place.

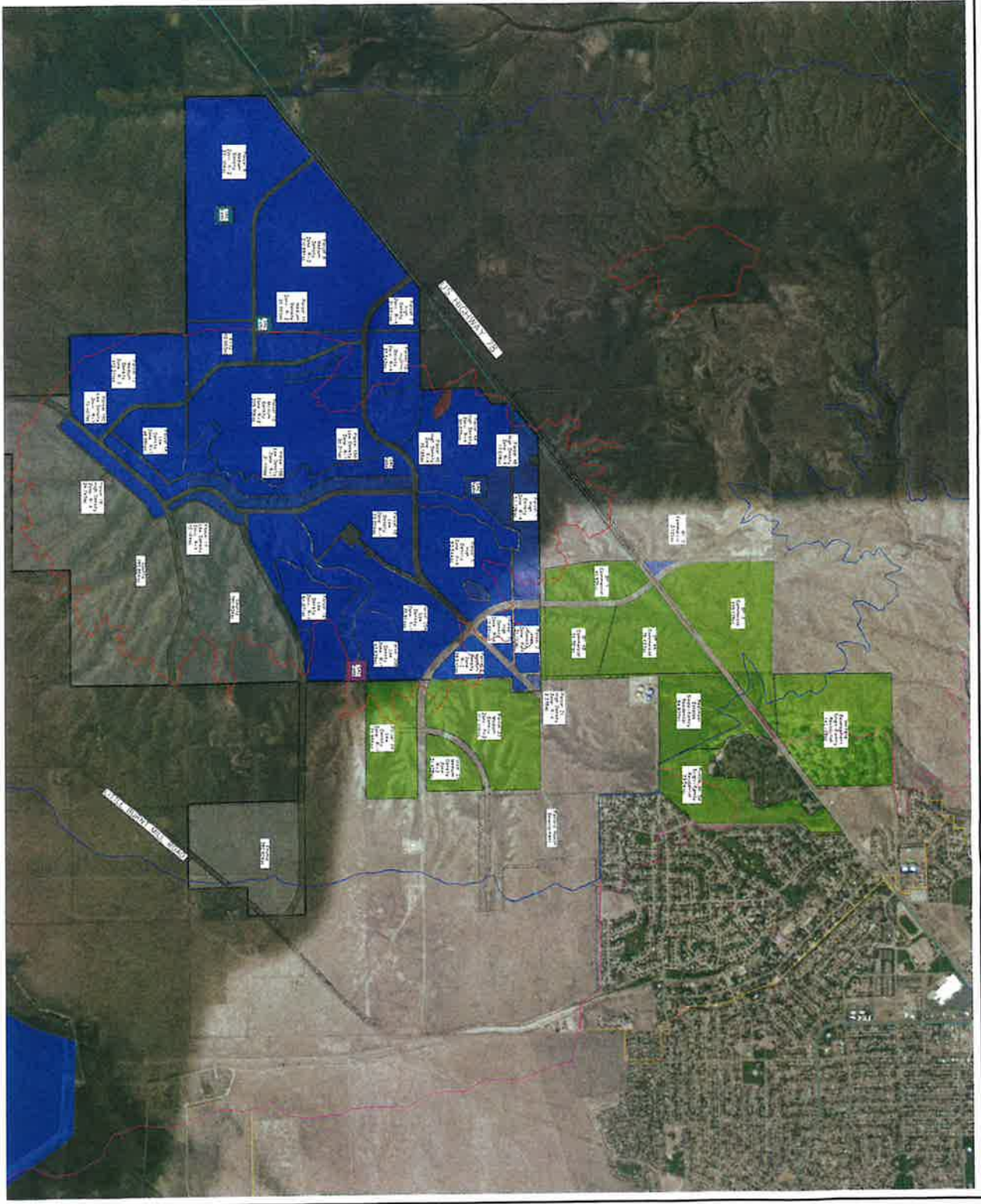
APPENDIX A – EXISTING PUEBLO PRESSURE ZONES

PUEBLO WATER PRESSURE ZONES



LEGEND

- 10-4' PRESSURE ZONE
- 6-4' PRESSURE ZONE
- 4-4' PRESSURE ZONE
- 2-4' PRESSURE ZONE
- JACKSON RAMENT, PARCELS
- OTHER PARCELS
- COLLECTED IN ANALYSIS
- FIELD DRAWING



APPENDIX B – PRELIMINARY WATER SYSTEM LAYOUT



PRELIMINARY WATER SYSTEM

Legend

- Water main (10" P.D.)
- Water main (12" P.D.)
- Water main (15" P.D.)
- Water main (18" P.D.)
- Water main (24" P.D.)
- Water main (30" P.D.)
- Water main (36" P.D.)
- Water main (42" P.D.)
- Water main (48" P.D.)
- Water main (54" P.D.)
- Water main (60" P.D.)
- Water main (72" P.D.)
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- Water main (156" P.D.)
- Water main (168" P.D.)
- Water main (180" P.D.)
- Water main (192" P.D.)
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- Water main (2976" P.D.)
- Water main (2988" P.D.)
- Water main (3000" P.D.)

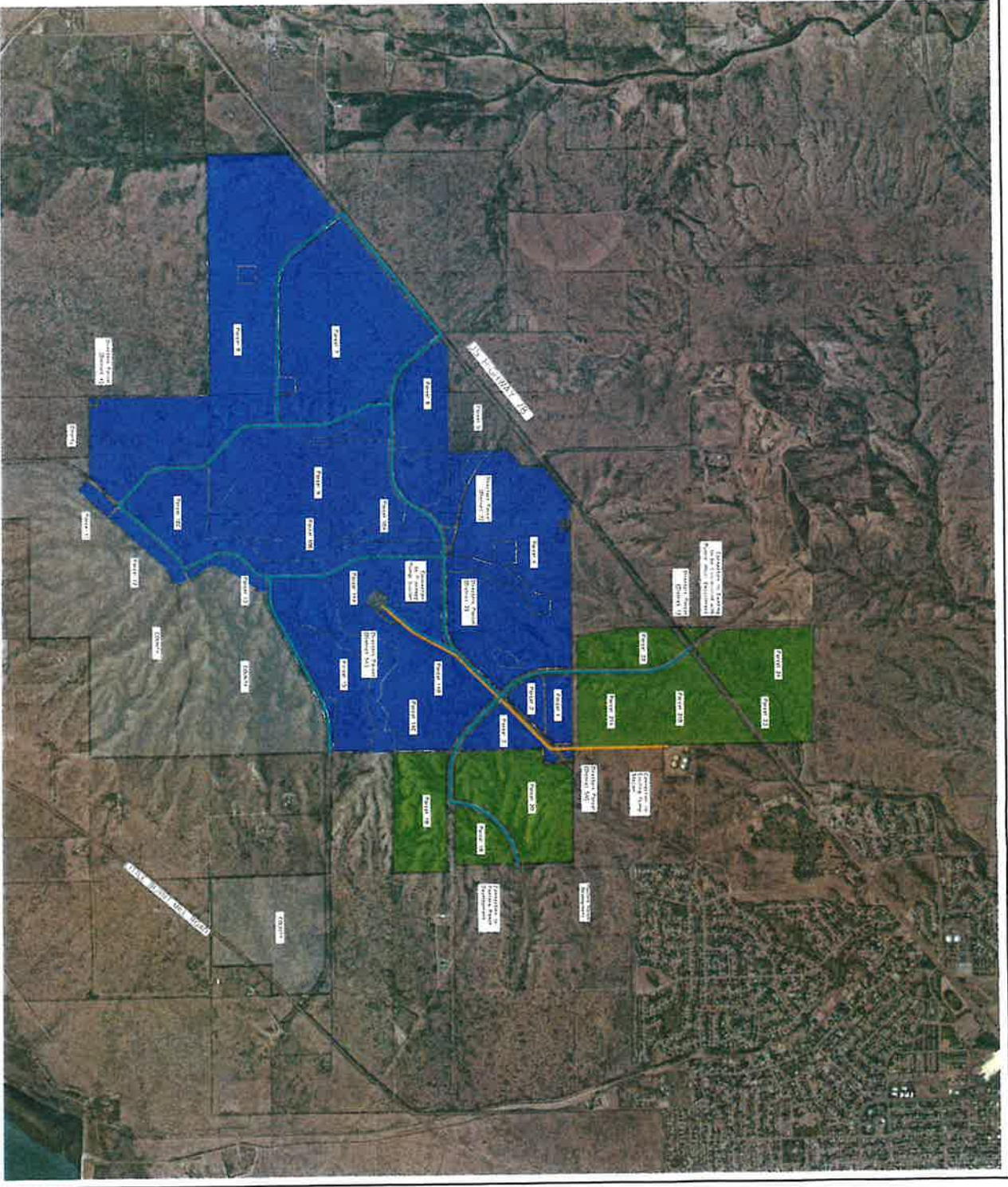


Exhibit C

**JACKSON RANCH
PUEBLO, COLORADO**

MASTER SANITARY SEWER REPORT

MAY 7, 2024

Prepared by:

Kimley»»Horn

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INTRODUCTION

This Master Sanitary Sewer Report has been prepared for the proposed Jackson Ranch Development located along State Highway 78 (Northern Avenue) ("HWY 78") in Pueblo County, Colorado just west of the existing City of Pueblo boundary. The Jackson Ranch Development is an approximately 2,037 acre "lifestyle" development owned by RJPC Ranch, LLC ("Owner"). Upon buildout, the Development will consist of low-, medium-, and high-density residential developments with a K-12 school, parks, and open space.

This report was formulated to correspond to an overall study area ("Study") consisting of the Jackson Ranch Development ("Development"), Business Park ("Business Park") located to the north of the Development, and multiple parcels – planned, unplanned, and newly constructed – outside of the Development plan ("Off-Site"). The calculations and impact projections included within this analysis detail the highest density plan projected by the Owner. It is anticipated that throughout the various development stages, densities and parcel layouts might adjust, but will not exceed the overall densities and flow projections described in this report. An exhibit of the Study area has been included in **Appendix A**.

Design information pertaining to the Development and surrounding area are based on the Land Use Master Plan ("Land Use Plan") developed by the Owner in conjunction with Kimley-Horn. 24 parcels make up the development and will consist of a K-12 school, parks and open spaces, and residential areas. Sanitary sewer flows for the Development area were determined in correspondence to the Land Use Plan, specifically acreage and unit densities for each of the parcels within the service area. Contributing basins and subbasins, general size and location of the proposed sanitary sewer mains, and an analysis of impact on the existing City system that identifies future constraints and introduces an improvement plan are outlined throughout this report. A hydraulic model was developed to delineate the sanitary sewer flows in respect to the sanitary sewer planning criteria governed by the City of Pueblo in the Sanitary Sewer Design Criteria and Policies. The sanitary sewer demand criteria and flow assumptions are detailed in the **Design Criteria** portion of this report.

JR Metro district will be responsible for design and construction of the proposed utilities for the Jackson Ranch development.

PROJECT LOCATION

Jackson Ranch Development area consists of approximately 2,037 acres located within portions of: Sections 19, 20, 29, 30, and 31 of Township 21 South, Range 65 West and Section 25 of Township 21 South, Range 66 West of the 6th P.M. in Pueblo County, Colorado. The Development is bounded on the north by the Business Park, on the east by the future Pastora Ranch development, and HWY 78 to the northwest. Parcels belonging to Pueblo County lay adjacent to the Development on the southeast boundary with nearby proximity to Little Burnt Mill Road. Off-Site parcels consisting of approximately 764 acres surrounding the Business Park to the north, east, and west along HWY 78 comprised of largely unplanned/undeveloped rangeland were included in developing the proposed system and existing Pueblo system improvements discussed in this report.

PROJECT DESCRIPTION

The Study area will be comprised of a mix of low-, medium-, and high-density residential dwelling units, 40-acre K-12 school, 192 acres of parks and open space, 282 acres of commercial property (Business Park), and 764 acres of Off-Site parcels. The Development and land use map is included in **Appendix B**.

As part of the hydraulic analysis for this report, four basins (Basin A - D) were formed to service the Study area. Basin A includes the north most Development parcels, Business Park, and Off-Site parcels. Basin B includes the eastern Development parcels. Basin C and Basin D consist of all western Development parcels. The proposed flow in each basin will require sanitary sewer mains ranging in size from 8-inch to 21-inch. The Development's sewer system will also include two lift stations and force mains that will be designed to meet requirements listed in Chapter 4 of the City of Pueblo Design Criteria and Policies. Lift stations and force mains will also be designed per CDPHE standards and design plans will need to be submitted to CDPHE for review and approval prior to construction. The Lift stations will pump sanitary sewer flows from Basins C and D to Basin A that eventually outfalls to the north connection with the existing Pueblo system. The four Basins are described in more detail within subsection **Basin Delineation**.

Proposed downstream connection to the existing Pueblo sanitary sewer system will occur at two points, the north and east connections within Basins A and B respectively. The north connection will be made in the intersection of HWY 78 and Bandera Parkway through a connection to Pueblo's 21-inch sewer main. As of the time of writing this report, the 21-inch main is in design and is planned to be constructed in 2023. The east connection will be made via the future Pastora Ranch development, located east of Development parcels 22 and 23. Pastora Ranch is currently in design and is expected to be constructed in 2024.

The Jackson Ranch development was not included in the City of Pueblo Regional Comprehensive Plan, adopted February 14, 2022. With guidance and collaboration with the City of Pueblo Planning and Development Department, Jackson Ranch will be annexed into the City of Pueblo through an Annexation Master Plan ("2024 Annexation Plan"), which can be found in **Appendix B** of this report. At this time, the Owners are pursuing a single annexation of approximately 547 AC. The annexation plan for the entire development currently remains in discussion with the City of Pueblo for future annexations. Annexation of the Business Park and unannexed Off-Site parcels will occur through separate/unrelated annexation agreements with the City of Pueblo.

As discussed, the densities described within this analysis detail the highest density plan projected by the Owner. It is anticipated that throughout the various development stages, densities and parcel layouts might adjust, but will not exceed the overall densities and flow projections described in this report. The proposed 2024 Annexation Plan describes a lower density and slightly different roadway / parcel layout than the study described in this report. The annexation area is in compliance with the findings of this report due to its decreased density, specifically decreasing from high to medium density for approximately 183 AC, and associated project sanitary sewer flow rate when compared to the original density plan. Refer to **Appendix B** for the 2023 master plan used for the analysis and the 2024 Annexation Plan.

OFF-SITE CONSIDERATIONS

The Study area consists of 3,083 acres, approximately 2,037 acres of the Study area make up the Development, and approximately 282 acres pertain to the Business Park which is planned to be constructed concurrently with the Development. The remaining 764 acres correspond to Off-Site areas that contain unplanned parcels, proposed Westmoor Estates and Pueblo del Sol neighborhoods, and the newly constructed Ventana Development. The Development is bounded on the southeast side by County land,

the potential sanitary sewer demands for those areas were not included as part of this report. An exhibit of the Study area, including off-site parcels, has been included in **Appendix A**.

Business Park and Off-Site parcel sanitary sewer flows were considered when sizing the proposed connection and the existing city sanitary sewer system upgrades within HWY 78. The sanitary sewer demand criteria and flow assumptions are detailed in the **Design Criteria** portion of this report.

PHASING

Buildout of the Jackson Ranch Development is anticipated to be driven by market success and parcel sales rather than an established phasing plan, therefore an analytical approach on the construction of development areas has been utilized. This approach ensures that each anticipated development area has its own prerequisite of what needs to happen as a prior condition to that area being constructed. As such, construction of development areas does not need to occur in a specific order or phase if prior conditions are satisfied.

Logical buildout for the Development would occur based on five distinct development areas, which can largely be related to the Study area basins. Area 1 will include all Development and Business Park parcels located in Basin A, along with the northern gravity network. It is expected that the Business Park will be developed concurrently with the Development during this timeframe; however, it is anticipated that the Off-Site parcels will not be developed until after the completion of the Development and Business Park and therefore has not been included as a part of development Area 1. Areas 2-4 will mimic Basins B-D with respect to Development parcels, gravity networks, and lift stations and force mains. Conclusion of construction pertaining to development Area 4 marks the complete buildout of both the Development and Business Park. Off-Site Area has been included to simulate the development of all Off-Site parcels to understand their potential impacts on the City's existing sanitary sewer system. *Table 1* below shows the land use breakdown by phase, in terms of total acreage.

Table 1: Study Area Land Use by Development Area

Land Use		Unit	Area 1	Area 2	Area 3	Area 4	Off-Site Area	Total
Residential Densities	Low	AC	203	183	66	-	-	453
	Medium	AC	-	174	239	544	-	957
	High	AC	222	-	174	-	-	396
School		AC	-	-	-	40	-	40
Parks / Open Space		AC	26	66	94	6	-	192
Jackson Ranch Total AC:								2037
Business Park		AC	282	-	-	-	-	282
Off-Site		AC	-	-	-	-	764	764
Business Park & Off-Site Total AC:								1046

Acreages discussed in this report pertaining to the Study Area correspond to the overall acreage of the parcels. Parcel acreages were used for calculations and model inputs to have a conservative expectation of wastewater demands and potential impact on the existing City system.

TOPOGRAPHIC CONDITIONS

The overall topography of the Development is vastly undeveloped rangeland with large variations in grade ranging from gradual and moderately sloping to rocky terrain consisting of steeper slopes along mesas and hills. High points in the topography occur in the south portion of the Development with grades sloping north,

east, and west. Elevations approximately range between 5040' and 5345'. The surrounding lands are predominantly undeveloped rangeland with land uses comprised of grazing, ranchland, and rural residential.

A "Geologic Hazard Investigation" completed by Entech Engineering for the Development area indicated two general soil and rock types. Soil type 1 was classified to range from sandy to very sandy clay, and sandy clay-silt with testing indicating low expansion and consolidation potential. Soil type 2 was defined as limestone and calcareous shale with tests indicating low expansion potential. Soil sampling will be required to determine if the calcareous shale contains selenium. If selenium is found, additional design precautions will be required to prevent inflow and infiltrations issues in the proposed system.

Soil borings across the Development all encountered bedrock at depths ranging from 1-19 feet. It is anticipated that when bedrock is encountered, excavation and grading may be difficult. Due to these geotechnical findings, the sewer system will be kept shallow to confine the need for large excavations and removal of material from the development.

BASIN DELINEATION

For this Master Sanitary Sewer Report pertaining to the Jackson Ranch Development, a basin analysis was conducted to determine the service areas and their respective gravity network based on the existing topographic conditions of the Study area. High points in the Study areas elevations and grade changes were utilized as indicators for the division between basins and resulting in the creation of sub-parcels. An exhibit illustrating the layout of contributing basins is included in **Appendix C**.

Basin A

Basin A falls in the northern portion of the Study area and includes the northern most parcels in the Development as well as the entirety of both the Business Park and Off-Site parcels. Additionally, the basin consists of the Development's proposed north gravity sewer network and its connection to the existing City system extension that is in design along HWY 78. Development parcels 1-3, 4B-C, 5, 15A-B, 17, 18, 20A, and 21, Business Park parcels 1-4, and all Off-Site parcels make up this basin and subsequent gravity network flows. Topographically, majority of the terrain found in this basin progressively slopes downward to the north.

Basin B

The eastern portion of the Study area makes up Basin B. This basin includes the Development parcels 6, 19, 20B, and 22-24. The proposed east gravity network for the Development and its connection to the future Pastora Ranch development occur within this basin. The overall topography for Basin B promotes gravity flows to the east, however, large variations in elevations occur in the southern portion of the basin, specifically parcel 19. Thus, the basin brings the greatest challenge in terms of sanitary sewer system design regarding piping bury depth and piping slope.

Basin C

Development parcels 4A, 7, 10, 11, 13, 14, 15C, and 16 make up Basin C. Basin terrain predominately slopes downward to the west except for western portions of parcel 13 and majority of parcel 16, which contain high points in the topography. Due to the gravity flow west, a lift station will be necessary to pump sanitary sewer from Basin C to Basin A to eventually flow to the north connection to Pueblo's system. Therefore, Basin C will be comprised of both the south gravity network and subsequent lift station and force main.

Basin D

Basin D is the southwestern most basin bounded by HWY 78 and the south gravity network. The basin is comprised of Development parcels 8, 9, 12, and the K-12 School and follows topographic conditions like that of Basin C, which slope downward directly to the west. Thus, resulting in the need for both a gravity network and lift station with force main to capture sanitary sewer flows and redirect them to the Pueblo system connection in Basin A. Basin D will be comprised of both the west gravity network and subsequent lift station and force main. Basin D was separated from Basin C due to phasing. As development progresses, phasing might change to combine these basins and utilize only the Basin D lift station and force main. This adjustment would call for an additional gravity main segment from the Basin C lift station location (which would be removed) to the Basin D lift station to capture gravity flows from Basin C and subsequently pumped into Basin A as described.

PROPOSED SANITARY SEWER SYSTEM

SANITARY SEWER DESIGN CRITERIA & DEMAND CONSIDERATIONS

This Master Sanitary Sewer Report will comply with the current adopted Sanitary Sewer Design Criteria and Policies for City of Pueblo, Colorado. Additionally, the sanitary sewer system layout outlined within this report has been designed in respect to the ultimate capacity of the basin areas that the Development falls within as well as both the proposed and existing sanitary sewer demands downstream.

Table 2 below lists the design requirements within the Sanitary Sewer Design Criteria and Policies for City of Pueblo, Colorado.

Table 2: Sanitary Sewer Design Criteria

Design Criteria	Value
Design Requirement	Peak Flow
Manning's Coefficient	0.010 (PVC) 0.013 (VCP)
Minimum Velocity	2.0 ft/s
Maximum Velocity	9.5 ft/s
Minimum Pipe Size	8 inches
Peaking Factor	2.6
Pipe Size (inches)	Design Depth of Flow (d/D)
8"	0.50
10"	0.50
12"	0.67
15"	0.70
18" and above	0.75

Sanitary sewer demands for the Development have been formulated in conjunction to the proposed Land Use Plan concerning the number of parcels, acreages, zonings, and residential density ranges. Demand categories for the Study area are reviewed in Table 3.

Table 3: Jackson Ranch Domestic Sanitary Sewer Generation Factors

Jackson Ranch Land Use Category	Peak Sanitary Sewer Flow (CFS/AC)
Low Density Residential (1-2 du/acre)	0.0042
Medium Density Residential (3-8 du/acre)	0.0042
High Density Residential (9-12 du/acre)	0.0042
Commercial	0.0040
School (Industrial)	0.0051
Unplanned	0.0044

Pueblo Design Standards only outline a sewer generation factor for “Single-Family Residence” rather than specifying a load factor for differing densities. The single-family factor was used for all densities in this stage of analysis as all densities will be detached single family homes. Also, the standards do not include sewer generation factors for Schools, Parks or Open Space. Open Space and Park areas were assumed to not contain bathrooms or other buildings that would produce sanitary sewer flows and were therefore not included as part of the hydraulic analysis. Parcels dedicated as parks do not currently have any planned facilities that would generate sewage. If bathrooms are added during development, they will be located on the edge of the park adjacent to residential areas. Flow allocated to the residential areas is conservative enough to account for possible facilities on the edge of park parcels, therefore, parks area were not included in the hydraulic analysis. If open space and park areas are rezoned in the future additional modeling, and analysis to re-evaluate system sizing will need to be completed to ensure proper capacity. Kimley-Horn utilized the industrial generation factors to account for the sanitary sewer flow from the school. Since this value is higher than both the unplanned and residential demands, Kimley-Horn feels that the conservative estimate is sufficient for this stage of the development.

In addition to the domestic sanitary sewer generation factors, infiltration and inflow (I/I) was utilized to account for the potential of residual infiltration of groundwater into the proposed system. Based on geotechnical data of the Study area and surrounding developments that show low potential of infiltration problems, 0.0003 CFS per acre of I/I was incorporated into the flow projections per the guidance laid out in Chapter 2 of the Sanitary Sewer Design Criteria and Policies for City of Pueblo, Colorado.

SANITARY SEWER FLOW PROJECTIONS

Kimley-Horn utilized the sewer generation factors listed in *Table 3* to estimate sanitary sewer flows for the entire study area, including the off-site parcels. *Table 4* below depicts the proposed sanitary sewer flows by Basin.

Table 4: Study Area Domestic Sanitary Sewer Flows

Contributing Areas	Average Daily Flow (CFS)	Peak Daily Flow (CFS)
Basin A		
Jackson Ranch	0.807	1.912
Business Park	0.508	1.213
Off-Site	1.740	3.402
Basin B		
Jackson Ranch	0.679	1.608
Basin C		
Jackson Ranch	0.910	2.156
Basin D		
Jackson Ranch	1.126	2.666
Total	5.771	12.956

Detailed calculations for sanitary sewer flow projections for each individual parcel in the Study area can be found in **Appendix D**. A total of 11.348 CFS is estimated to outfall into the existing Pueblo sewer system at the north connection, while 1.608 CFS is estimated to outfall to the future Pastora Ranch development to the east and will eventually connect to the existing Pueblo system farther to the east. As previously mentioned, the Pastora Ranch development is expected to begin construction in 2024. Kimley-Horn has coordinated with NorthStar Engineering to ensure the design within Pastora Ranch has enough capacity to service Jackson Ranch. It is understood that continuous coordination will occur to confirm available capacity as design for both developments progress.

HYDRAULIC MODEL

The proposed Jackson Ranch Development sanitary sewer system was modeled using SewerCAD hydraulic modeling software. Both Average Day and Peak Day flow scenarios were developed to adequately locate and size the sanitary sewer gravity and pressurized mains to service the entire Development. Average Day and Peak Day flow conditions were evaluated to ensure that all design requirements were met.

Sanitary sewer flows described in the **Sanitary Sewer Flow Projection** section were allocated within the SewerCAD model using the "Property Connection" function. A property connection represents each parcel and/or sub-parcel, and each was assigned its corresponding parcel's sanitary sewer unit flow per acre. Each land use type has a corresponding unit flow rate that is equal to the generation factors listed in *Table 3*.

Property connections were assigned to the gravity system pipes via lateral connections based on the existing natural drainage pattern. The gravity pipes, or "Conduits" in the model, and property connections were laid out by basin as discussed in the **Basin Delineation** section. Basins C and D are not hydraulically connected to Basin A within the model. The south and west gravity networks are modeled normally and flow to an "Outfall" structure in each basin. These structures are located along HWY 78 at the proposed

lift station locations. To account for sanitary sewer flows through from Basin C and D, the flow entering each outfall were manually added as a "Point Load" to MH-10 in Basin A to ensure that the north gravity system was appropriately sized. Additionally, each of the manhole structures placed in the model were designed with a 0.1-foot drop between inverts to provide a more detailed design of the sewer system that allows for accurate determination of d/D throughout the system.

The model was also used to understand the potential impacts in the existing City system downstream of the proposed development along HWY 78. Flow monitored data collected for a selection of existing manholes within the existing system were assigned as "Known Flows" to the modeled manholes. The known flows feature allows for the action of forcing the flow at a junction based on externally measured data instead of directly attempting to replicate inflows through loading. Moreover, known flows will remain constant in the system until encountered with an updated downstream known flow resulting in a reset to the new value. Thus, the known flows are constantly transposed and updated over the extents of the existing system being modeled. More analysis on the existing system, including flow monitor information, is included in the **Impact on Existing Sewer System** section.

MODEL RESULTS & PROPOSED SYSTEM LAYOUT

Model results for Average Day and Peak Day flows are summarized in **Appendix E**. Resulting flows are preliminary and final flows will be determined at the time of final design, in respect to each development phase. All gravity mains were modeled as PVC. A decision on pipe material for the entire development has not been made at this time. Minimum velocities and d/D requirements were achieved and will be updated with the overall model throughout the development process.

Through the sanitary sewer model development and its methodology of analyzing both the projected average day and peak day sanitary sewer demands on the system, the most practical system layout was created with the use of gravity networks. Creation of the sanitary sewer system and its networks depended heavily on the topographic conditions of the Study area and sanitary sewer demands pertaining to individual parcels/sub-parcels within a development area. The proposed system layout will be comprised of four separate gravity networks. Moreover, the proposed sanitary sewer system for the Development will have two connections to the existing City system.

Area 1 – North Gravity

The north gravity system, located in development Area 1, will capture sewer flows for the entirety of Basins A, C, and D. Basins C and D will connect with Basin A at MH-10 via force main and combines with Basin A flow to eventually connect to the city's 21-inch extension in HWY 78 that is currently under design. It will be comprised of 8 and 10-inch gravity mains south of MH-10. After Basin C and D flows are captured at MH-10 the gravity mains range from 18 to 21-inch flowing toward the northern connection point in HWY 78.

Prerequisites for the development of Area 1 includes the construction of the north gravity system and beginning the upsizing process of the existing City system in HWY 78.

Area 2 – East Gravity

Sanitary sewer flows that occur in Basin B are all accounted for in the eastern gravity network, located in development Area 2, that runs from Development parcel 19 to the eastern connection with the future Pastora Ranch development.

Gravity mains will run within collector roads except for a portion that will run north along both the east boundary of parcel 19. It is expected that this portion of gravity sewer will be designed as a part of the internal gravity network of parcel 19 and 24, where it will then be connected into the gravity main within the collector road north of parcel 24. This portion of the internal gravity network has been modeled for the purpose of analyzing the servicing of Development parcel 19 and its effect on overall sanitary sewer flows in the system.

Eastern network gravity mains will be 12-inch in diameter. At this time, the internal gravity segment for parcel 19 is modeled as 8-inch, however, the size of this segment is only assumed for modeling purposes and will need to be re-analyzed upon design of the internal gravity network.

Development of Area 2 is solely dependent on the construction of the eastern gravity network and its tie-in with the future Pastora Ranch development.

Area 3 – South Gravity

The southern gravity network, located in development Area 3, will service Basin C and accounts for sanitary sewer flows from Development parcels 4A, 7, 10, 11, 13, 14, 15C, and 16. 8-inch and 12-inch diameter gravity mains will be utilized to serve these areas. The southern gravity network will outfall into a lift station and be pumped via force main to the northern gravity network that connects with the existing Pueblo system in HWY 78.

Construction of development Area 3 has prior conditions of developing the southern gravity network, subsequent lift station and force main, and the northern gravity network beginning with MH-10. Upsizing to the existing City system in HWY 78 will also be necessary to account for the anticipated wastewater demands.

Area 4 – West Gravity

Sanitary sewer flows produced in Basin D will be accounted for through the western gravity network and will service parcels 8, 9, 12, and the K-12 School, all of which fall in development Area 4. Similar to the east gravity network, a portion of gravity sewer has been designed along the southwest edge of the property that is utilized to represent an internal gravity system that will service the K-12 School and Development parcel 12.

The portion of internal gravity has been designed with the assumption that it will connect into the main line in the collector road prior to the connections of parcels 8 and 9 to the gravity main. Therefore, the internal gravity segment was utilized to accurately model and compute the west gravity network. Upon connection of the internal network with the west gravity network, 12-inch and 15-inch gravity mains will run within the collector road until its outfall into a lift station and force main that will pump Basin D sanitary sewer flows and combine with the outfall/lift station of Basin C.

At this time, the internal gravity segment that will service the K-12 School and parcel 12 is modeled as a 12-inch main, however, the size of this segment is only assumed for modeling purposes and will need to be re-analyzed upon design of the internal gravity network.

Carrying various prerequisites, development of Area 4 requires the construction of the western gravity network with respective outfall lift station and force main, the outfall lift station and force main for the southern gravity network, and the northern gravity beginning with MH-10. Additionally, necessary upsizing to the existing City system in HWY 78 will be deemed necessary.

Lift Station & Force Main

Outfalls of both the south and west gravity networks will each consist of a necessary lift station and force main to adequately direct the sanitary sewer flows from Basins C and D to the proposed north gravity network and its connection to the downstream City system within Basin A. Sizing of the force mains depend heavily on the final lift station design, and as previously discussed, if development phasing permits, the Basin C lift station will be eliminated and all flow will be pumped through the Basin D lift station. Due to these conditions the force mains were not sized as part of this hydraulic analysis. Further analysis will need to be performed in the development stage to finalize lift station and force main location and size. Lift stations and force mains will also be designed per CDPHE standards and design plans will need to be submitted to CDPHE for review and approval prior to construction.

Visualization of the Development's proposed sanitary sewer system layout is shown in **Appendix C**.

IMPACT ON EXISTING SEWER SYSTEM

To understand the potential effect of anticipated sanitary sewer flows from both the Study area and the Development on the existing City system downstream, a capacity analysis was conducted for a total of 24 existing pipe segments along HWY 78. The utilization of flow monitoring completed over an extended duration on six of the existing manholes located throughout the studied section ensured for an accurate representation of peak flows within the existing system. Existing sanitary sewer pipe segments, manholes, locations of flow monitoring, and monitoring data are included in **Appendix F**.

As discussed, the impact projections included within this analysis detail the highest density plan projected by the Owner and a detailed analysis of "trigger points" based on numbers of equivalent residential units for upsizing the mains within HWY 78. It is anticipated that throughout the various development stages, densities and parcel layouts might adjust, but will not exceed the overall densities and flow projections described in this report.

For each of the segments analyzed, peak cumulative flow was recorded for the pipes in respect to the flow monitoring data. Peak cumulative flows for each pipe segment were determined by taking the maximum flow rate that had occurred over the flow monitoring duration at each manhole and allocating that flow to the pipe segment directly upstream of the manhole. The known peak flow was then applied to each of the downstream pipe segments until a new known peak flow was encountered, which restarted the process. However, with the limited monitoring of only 6 of the 25 existing manholes, in which began with the 7th existing manhole (MH #374197.1) downstream of the start of the studied section, a conservative approach of taking the first known peak flow and applying it to each of the pipe segments upstream until the beginning of the section was utilized.

Kimley-Horn combined the flow data captured in the monitoring process with the projected flows discussed in this report to identify upsizing needs within the existing sewer system in HWY 78 from Sienna Dr. to Pueblo Blvd. It is understood that the Development might not develop in the logical order of Area 1-5; therefore, rather than performing this analysis by development area, Kimley-Horn averaged the low, medium, and high residential demand generation factors discussed in this report to create a Peak flow per dwelling unit or equivalent residential unit (ERU). This factor was then used to calculate the number of ERUs available in each existing pipe based on pipe capacity. The sewer flow per ERU was calculated as follows:

- Low Density → $\text{Flow/ERU} = 0.0042 \text{ cfs/AC} + 0.0003 \text{ cfs/AC (I\&I)} / (2 \text{ DU/AC}) = 0.00225 \text{ cfs/ERU}$

- Medium Density → Flow/ERU = 0.0042 cfs/AC + 0.0003 cfs/AC (I&I) / (8 DU/AC) = 0.00056 cfs/ERU
- High Density → Flow/ERU = 0.0042 cfs/AC + 0.0003 cfs/AC (I&I) / (12 DU/AC) = 0.00037 cfs/ERU
- **Average Peak Day flow per ERU = 0.0010625 cfs/ERU**

As development progresses, timing of the upgrades discussed in this section will be triggered by the number of ERUs that outfall into the HWY 78 sewer main. Table 5 below depicts the available capacity in each existing pipe segment with both flow and number of ERUs available.

Table 5: HWY 78 Sewer Available Capacity

Pipe Segment	Existing Pipe Size	Available Capacity (cfs)	Available Capacity (ERU)
EX.CO-1	15	6.36	5,981
EX.CO-2	15	6.35	5,979
EX.CO-3	15	5.48	5,156
EX.CO-4	15	7.93	7,459
EX.CO-5	15	7.93	7,465
EX.CO-6	15	10.19	9,595
EX.CO-7	15	7.44	6,999
EX.CO-8	15	7.13	6,708
EX.CO-9	12	3.51	3,304
EX.CO-10	12	2.68	2,523
EX.CO-11	12	2.48	2,334
EX.CO-12	12	2.64	2,487
EX.CO-13	12	0.44	411
EX.CO-14	12	0.43	406
EX.CO-15	12	0.43	409
EX.CO-16	15	1.64	1,543
EX.CO-17	18	2.59	2,438
EX.CO-18	18	3.59	3,380
EX.CO-19	18	3.20	3,009
EX.CO-20	18	3.47	3,266
EX.CO-21	18	12.45	11,716
EX.CO-22	21	6.31	5,941
EX.CO-23	21	7.14	6,720
EX.CO-24	21	12.58	11,842
EX.CO-25	21	16.13	15,179

All pipe capacity calculations for the analysis shown in the table above utilized the existing slopes and inverts (Surveyed by NorthStar in February 2023). Depth and flow ratios were both considered when identifying upsizing needs per City standards; however, the depth ratio yielded less available units and therefore was used in this analysis for a more conservative approach.

Once the available ERUs were calculated, Kimley-horn assigned “Trigger Points” show how many ERUs can be developed before each pipe must be upsized. Trigger Points were set by finding natural groupings based on the available ERUs in the existing pipe segment. Three Trigger Points are outlined: 400, 2300, and 5100 ERUs. Smaller ERU intervals can be utilized, however; limiting the number of

groups will avoid expensive mobilization & demobilization costs associated with construction within a CDOT right of way.

Table 6 below details the "Trigger Points" discussed above. Once the Study Area reaches a "Trigger Point", the segments outlined in the table below will need to be upsized.

Table 6: HWY 78 Upsizing Required

Pipe Segment	Existing Pipe Size	ERU Trigger Point	Final Pipe Size
EX.CO-1	15	5100	21
EX.CO-2	15	5100	21
EX.CO-3	15	5100	21
EX.CO-4	15	5100	21
EX.CO-5	15	5100	21
EX.CO-6	15	5100	21
EX.CO-7	15	5100	21
EX.CO-8	15	5100	21
EX.CO-9	12	2300	21
EX.CO-10	12	2300	21
EX.CO-11	12	2300	21
EX.CO-12	12	2300	21
EX.CO-13	12	400	24
EX.CO-14	12	400	24
EX.CO-15	12	400	24
EX.CO-16	15	400	24
EX.CO-17	18	2300	24
EX.CO-18	18	2300	24
EX.CO-19	18	2300	24
EX.CO-20	18	2300	24
EX.CO-21	18	5100	24
EX.CO-22	21	5100	24
EX.CO-23	21	5100	24
EX.CO-24	21	5100	24
EX.CO-25	21	5100	24

This analysis shows that the Development can construct up to 400 dwelling units (0.43 cfs) before needing to upsize any segments in the existing system. When the study area developed to 2300 and 5100 ERUs, the rest of the existing HWY 78 system will need to be upsized. Existing Pipe segments 1-21 were triggered to be upsized by only Jackson Ranch and Business Park projected flow described in this report. Segments 22 and 23 were triggered by the contributing flow from the Off-site area, and the last two segments, 24-25 did not require upsizing hydraulically but were included per City's request to maintain a consistent size before the ultimate outfall to a 30-inch main at Pueblo Blvd.

All calculations and upsizing needs listed in this section are subject to change during design phase. Design considerations such as utility conflicts, service connections, manhole condition, and adjusting

slope were not included in this analysis and will influence the final sizing and extent of the upsizing required.

SCHEDULE, OWNERSHIP & RESPONSIBILITY

Jackson Ranch is anticipated to begin construction efforts in 2024. As discussed throughout this report, the market driven nature of this development the phasing schedule is unknown at this time. The ultimate parcel owners and JR Metro District will be responsible for sanitary sewer main extensions and existing system upgrades required to provide wastewater services to Jackson Ranch.

The improvements to the existing system along HWY 78 outlined in this Master Plan will service future development to the west of the current Pueblo city boundary. Cost recovery as listed in Chapter 5 and Section 16-5-4 of the Code of Ordinances for Pueblo, Colorado, will be utilized by the developer for needed improvements to the city's existing sanitary sewer collection system.

CONCLUSION

This Master Sanitary Sewer Report documents the anticipated sanitary sewer flows for the study area consisting of the Jackson Ranch Development and Business Park. The sanitary sewer system was designed according to the Sanitary Sewer Design Criteria and Policies for City of Pueblo, Colorado. The hydraulically modeled system adequately conveys average day and peak sanitary sewer flows within the study area and meets the required minimum and maximum velocities. Additionally, the peak flow scenario properly evaluated and ensured that the d/D (depth of flow over diameter of pipe) met the requirements listed in Table 4.3 found in Chapter 4 of the Sanitary Sewer Design Criteria and Policies for City of Pueblo, Colorado. All lift stations and wastewater mains larger than 21-inches are subject to review and approval by CDPHE. Utility design within the right of way is subject to review and approval by CDOT.

REFERENCES

Revised Master Sanitary Sewer Report for Ventana Development; April 2003

Sanitary Sewer Design Criteria and Policies for City of Pueblo, Colorado; February 2010

Standard Construction Specifications and Standard Details for City of Pueblo, Colorado; April 2022

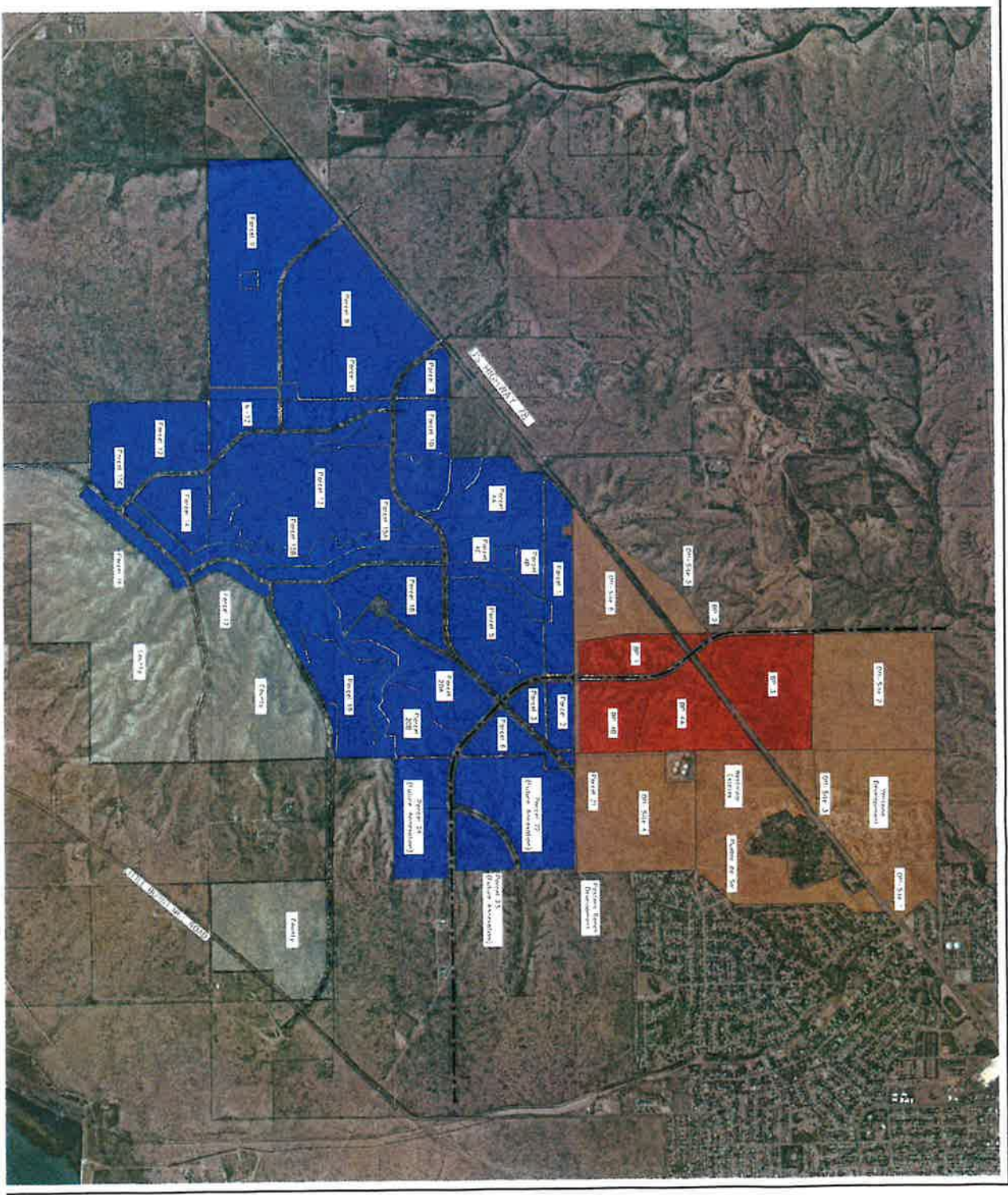
APPENDIX A – MASTER PLAN STUDY AREA



STUDY AREA

LEGEND

- PROPERTY BOUNDARY
- JACKSON RANCH
- WATER
- WATER
- WATER
- WATER



APPENDIX B – 2023 MASTER PLAN AND 2024 ANNEXATION MASTER PLAN



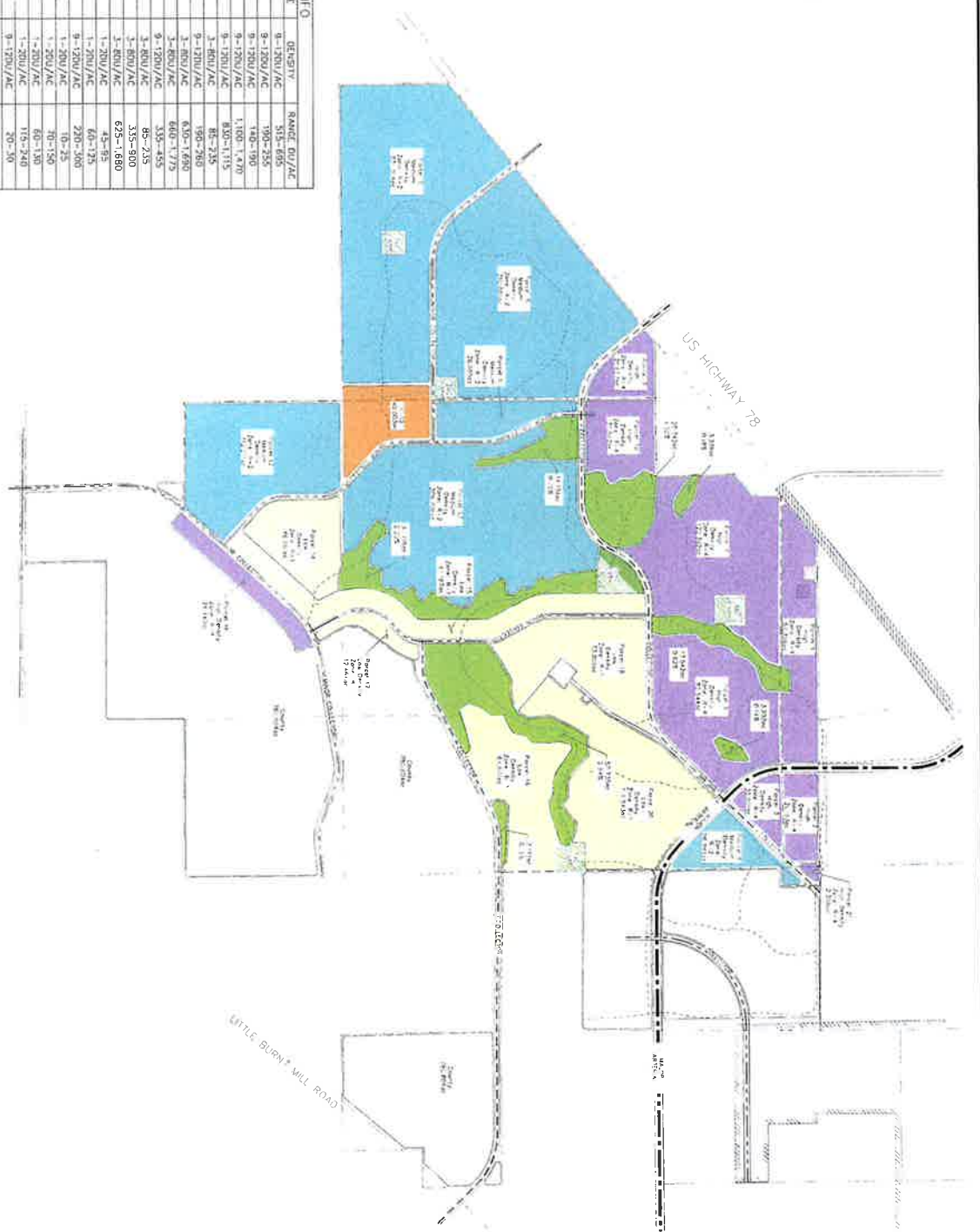
2023 MASTER PLAN

LEGEND

Area with diagonal lines	General Residential
Dashed line	Project Boundary
Double line	Home Foundation
Thin solid line	Plantings
Thick solid line	Utility Lines
Orange fill	Storm Water
Green fill	Open Space
Blue fill	Water Features
Light blue fill	Open Space
Light green fill	Open Space
Light purple fill	Open Space
Light yellow fill	Open Space
Light cyan fill	Open Space
Light magenta fill	Open Space

PARCEL INFO			
PARCEL NO.	ACRES/AC	PROP. ZONE	DENSITY
1	31.7263	R-4	9-1200/AC
2	31.9333	R-4	9-1200/AC
3	15.6014	R-4	9-1200/AC
4	122.5072	R-4	9-1200/AC
5	92.5434	R-4	9-1200/AC
6	28.9458	R-4	3-600/AC
7	210.0012	R-2	9-1200/AC
8	221.3043	R-2	3-600/AC
9	37.5824	R-4	9-1200/AC
10	28.8852	R-2	3-600/AC
11	118.2112	R-2	3-600/AC
12	209.9043	R-2	3-600/AC
13	48.6917	R-4	1-1200/AC
14	27.2431	R-4	1-1200/AC
15	27.4641	R-4	9-1200/AC
16	23.6992	R-4	1-600/AC
17	64.8172	R-4	1-600/AC
18	119.5432	R-4	1-600/AC
19	2.3181	R-4	9-1200/AC
20	40.0031	R-4	
21	186.5401		
22	2.0371561		
TOTAL			6,390-12,000

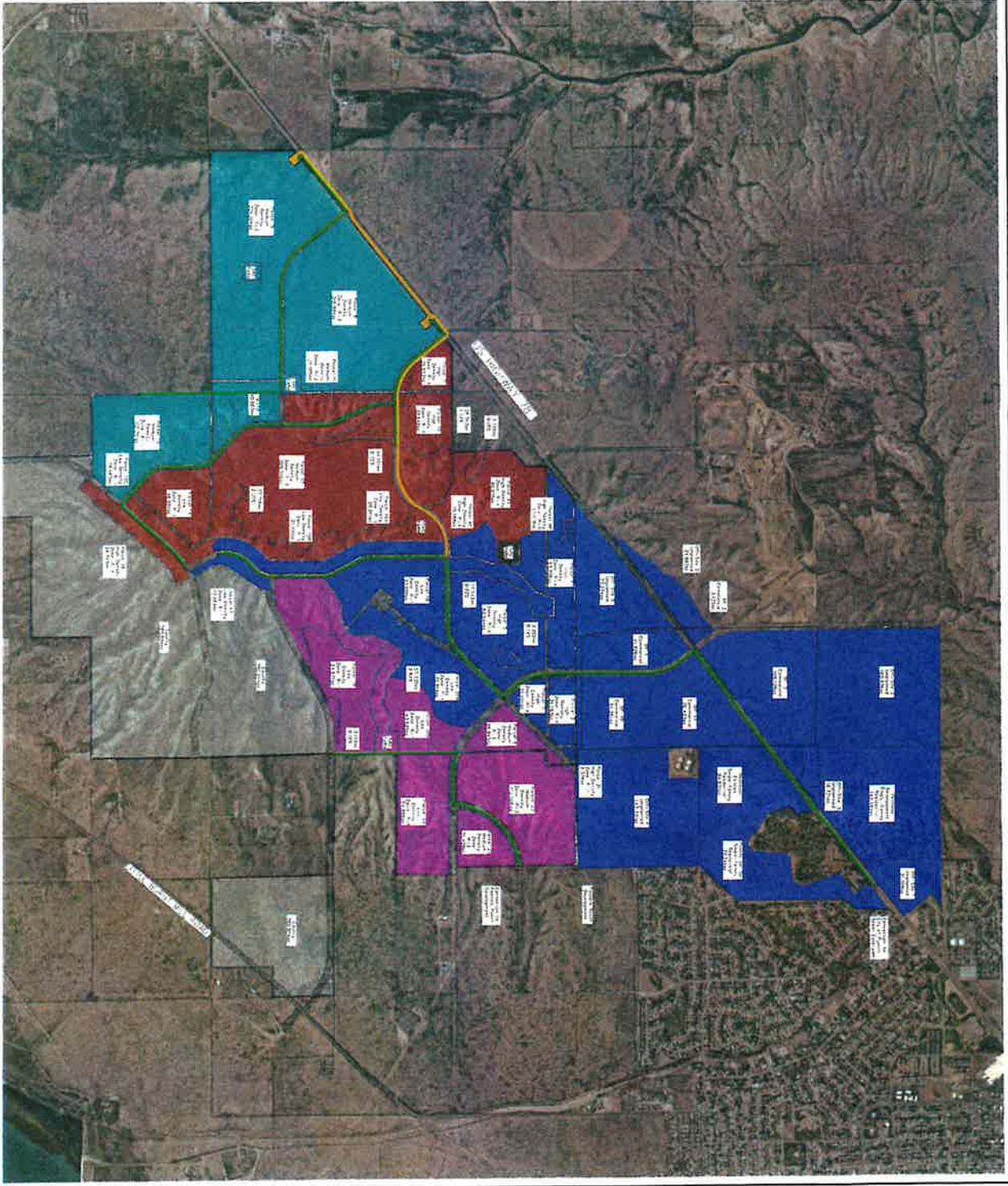
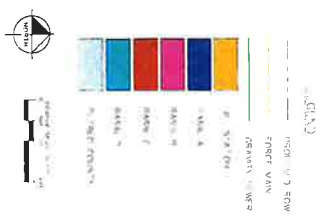
NOT TO SCALE
 GENERAL RESIDENCE, 1-1200 PER ACRE, 1-600 PER ACRE, 3-600 PER ACRE, 9-1200 PER ACRE, 9-1200 PER ACRE
 OPEN SPACE, 1-600 PER ACRE, 3-600 PER ACRE, 9-1200 PER ACRE, 9-1200 PER ACRE, 9-1200 PER ACRE
 OPEN SPACE, 1-600 PER ACRE, 3-600 PER ACRE, 9-1200 PER ACRE, 9-1200 PER ACRE, 9-1200 PER ACRE



APPENDIX C – PRELIMINARY SANITARY SEWER PLAN AND BASINS



PRELIMINARY SANITARY SEWER PLAN AND BASINS



APPENDIX D – PROPOSED SANITARY SEWER COMPUTATIONS

APPENDIX E – SEWERCAD MODEL RESULTS

Average Day Flow Conduit Table - Time: 0.00 hours

Label	Start Node	Invert (Start) (ft)	Stop Node	Invert (Stop) (ft)	Length (Scaled) (ft)	Slope (Calculated) (%)	Diameter (in)	Manning's n	Velocity (ft/s)	Flow (cfs)	Capacity (Full Flow) (cfs)	d/D	q/Q
CO-1	MH-1	5,059.94	MH-JR CONNECTION	4,963.64	4,098.2	2.350	21.0	0.010	9.64	5.092	31,574	0.37	0.16
CO-2	MH-2	5,103.63	MH-1	5,060.04	2,638.8	1.652	21.0	0.010	7.67	3,556	26,473	0.40	0.13
CO-3	MH-3	5,124.49	MH-2	5,103.73	1,305.9	1.590	18.0	0.010	7.43	3,166	17,217	0.37	0.18
CO-4	MH-4	5,145.72	MH-3	5,124.59	1,408.7	1.500	18.0	0.010	7.13	2,936	16,724	0.36	0.18
CO-5	MH-5	5,170.79	MH-4	5,145.82	1,492.4	1.673	18.0	0.010	7.33	2,839	17,663	0.35	0.16
CO-6	MH-6	5,176.17	MH-5	5,170.89	299.0	1.766	18.0	0.010	7.31	2,627	18,147	0.33	0.14
CO-7	MH-7	5,188.43	MH-6	5,176.27	682.3	1.782	18.0	0.010	7.33	2,627	18,230	0.33	0.14
CO-8	MH-8	5,212.47	MH-7	5,188.53	1,322.7	1.810	18.0	0.010	7.37	2,627	18,370	0.33	0.14
CO-9	MH-9	5,233.32	MH-8	5,212.57	1,214.6	1.708	18.0	0.010	6.96	2,307	17,848	0.31	0.13
CO-10	MH-10	5,235.40	MH-9	5,233.42	385.6	0.514	18.0	0.010	4.45	2,168	9,785	0.35	0.22
CO-11	MH-11	5,294.17	MH-10	5,235.50	1,488.5	3.942	12.0	0.010	3.91	0.103	9,195	0.29	0.01
CO-12	MH-12	5,308.29	MH-11	5,294.27	1,846.4	0.759	8.0	0.010	2.31	0.103	1,369	0.20	0.08
CO-13	MH-13	5,313.74	MH-12	5,308.29	593.6	0.918	8.0	0.010	2.14	0.065	1,505	0.20	0.04
CO-14	MH-14	5,325.53	MH-13	5,313.84	1,385.0	0.844	8.0	0.010	2.08	0.065	1,443	0.16	0.04
CO-15	MH-15	5,143.65	MH-16	5,136.70	1,414.5	0.491	8.0	0.010	2.08	0.123	1,101	0.23	0.11
CO-16	MH-16	5,136.60	MH-17	5,130.79	1,319.8	0.440	8.0	0.010	2.32	0.206	1,042	0.31	0.20
CO-17	MH-17	5,130.69	MH-18	5,125.87	1,150.7	0.419	12.0	0.010	2.55	0.349	2,997	0.24	0.12
CO-18	MH-18	5,125.77	MH-19	5,077.10	2,232.0	2.181	12.0	0.010	5.56	0.679	6,839	0.28	0.10
CO-19	MH-20	5,328.00	MH-21	5,294.91	1,132.6	2.922	8.0	0.010	3.49	0.084	2,685	0.16	0.03
CO-20	MH-21	5,294.81	MH-22	5,278.54	926.5	1.756	8.0	0.010	2.91	0.084	2,082	0.17	0.04
CO-21	MH-22	5,278.44	MH-23	5,247.32	718.4	4.332	8.0	0.010	4.00	0.084	3,270	0.15	0.03
CO-22	MH-23	5,247.22	MH-24	5,234.89	983.9	1.253	8.0	0.010	2.59	0.084	1,758	0.17	0.05
CO-23	MH-24	5,234.79	MH-25	5,223.28	1,497.8	0.768	8.0	0.010	2.70	0.173	1,377	0.26	0.13
CO-24	MH-25	5,223.18	MH-26	5,215.52	1,028.4	0.745	8.0	0.010	2.66	0.173	1,356	0.26	0.13
CO-25	MH-26	5,215.42	MH-27	5,212.46	451.1	0.656	8.0	0.010	2.55	0.173	1,273	0.27	0.14
CO-26	MH-27	5,212.36	MH-28	5,188.48	1,334.4	1.790	8.0	0.010	3.94	0.228	2,101	0.28	0.11
CO-27	MH-28	5,188.38	MH-31	5,149.05	796.6	4.937	8.0	0.010	5.65	0.228	3,490	0.25	0.07
CO-28	MH-29	5,172.44	MH-30	5,150.13	598.2	3.729	12.0	0.010	6.02	0.470	8,944	0.22	0.05
CO-29	MH-30	5,150.03	MH-31	5,148.85	297.4	0.397	12.0	0.010	2.73	0.470	2,917	0.29	0.16
CO-30	MH-31	5,148.75	MH-32	5,125.24	1,599.7	1.470	12.0	0.010	5.26	0.910	5,615	0.34	0.16
CO-31	MH-32	5,125.14	MH-33	5,114.88	424.3	2.418	12.0	0.010	6.27	0.910	7,202	0.32	0.13
CO-32	MH-33	5,114.78	MH-34	5,112.37	412.0	0.585	12.0	0.010	3.78	0.910	3,542	0.37	0.26
CO-33	MH-34	5,112.27	O-3	5,110.54	125.1	1.383	12.0	0.010	5.14	0.910	5,446	0.34	0.17
CO-34	MH-35	5,179.73	MH-36	5,167.02	3,167.5	0.401	12.0	0.010	2.42	0.305	2,934	0.24	0.10
CO-35	MH-36	5,166.92	MH-37	5,095.47	2,503.0	2.855	12.0	0.010	6.18	0.706	7,825	0.28	0.09
CO-36	MH-37	5,095.37	MH-38	5,067.78	1,127.6	2.447	12.0	0.010	6.70	1.126	7,245	0.36	0.16
CO-37	MH-38	5,067.68	MH-39	5,060.45	1,019.3	0.709	15.0	0.010	4.22	1.126	7,072	0.30	0.16
CO-38	MH-39	5,060.35	MH-40	5,034.90	1,560.5	1.631	15.0	0.010	5.67	1.126	10,724	0.28	0.11
CO-39	MH-40	5,034.80	O-4	5,032.01	123.7	2.255	15.0	0.010	6.36	1.126	12,610	0.27	0.09
CO-OUTFALL 2	MH-19	5,077.00	O-2	5,072.45	187.0	2.434	12.0	0.010	5.78	0.679	7,225	0.28	0.09

Average Day Flow

Manhole Table - Time: 0.00 hours

Label	Elevation (Ground) (ft)	Elevation (Invert) (ft)	Downstream Conduit	Flow (Total In) (cfs)	Flow (Total Out) (cfs)	Point Load (cfs)
MH-1	5,068.13	5,059.94	CO-1	5.092	5.092	0.000
MH-2	5,110.00	5,103.63	CO-2	3.556	3.556	0.000
MH-3	5,132.99	5,124.49	CO-3	3.166	3.166	0.000
MH-4	5,151.72	5,145.72	CO-4	2.936	2.936	0.000
MH-5	5,200.79	5,170.79	CO-5	2.839	2.839	0.000
MH-6	5,185.17	5,176.17	CO-6	2.627	2.627	0.000
MH-7	5,197.93	5,188.43	CO-7	2.627	2.627	0.000
MH-8	5,252.47	5,212.47	CO-8	2.627	2.627	0.000
MH-9	5,243.82	5,233.32	CO-9	2.307	2.307	0.000
MH-10	5,243.40	5,235.40	CO-10	0.132	2.168	2.037
MH-11	5,300.17	5,294.17	CO-11	0.103	0.103	0.000
MH-12	5,316.29	5,308.29	CO-12	0.103	0.103	0.000
MH-13	5,335.74	5,313.74	CO-13	0.065	0.065	0.000
MH-14	5,331.53	5,325.53	CO-14	0.065	0.065	0.000
MH-15	5,156.81	5,143.65	CO-15	0.123	0.123	0.000
MH-16	5,209.10	5,136.60	CO-16	0.206	0.206	0.000
MH-17	5,197.69	5,130.69	CO-17	0.349	0.349	0.000
MH-18	5,153.24	5,125.77	CO-18	0.679	0.679	0.000
MH-19	5,085.00	5,077.00	CO-OUTFALL 2	0.679	0.679	0.000
MH-20	5,335.00	5,328.00	CO-19	0.084	0.084	0.000
MH-21	5,302.81	5,294.81	CO-20	0.084	0.084	0.000
MH-22	5,284.44	5,278.44	CO-21	0.084	0.084	0.000
MH-23	5,253.22	5,247.22	CO-22	0.084	0.084	0.000
MH-24	5,244.79	5,234.79	CO-23	0.173	0.173	0.000
MH-25	5,242.18	5,223.18	CO-24	0.173	0.173	0.000
MH-26	5,229.42	5,215.42	CO-25	0.173	0.173	0.000
MH-27	5,233.36	5,212.36	CO-26	0.228	0.228	0.000
MH-28	5,209.38	5,188.38	CO-27	0.228	0.228	0.000
MH-29	5,178.94	5,172.44	CO-28	0.470	0.470	0.000
MH-30	5,157.53	5,150.03	CO-29	0.470	0.470	0.000
MH-31	5,158.75	5,148.75	CO-30	0.910	0.910	0.000
MH-32	5,136.14	5,125.14	CO-31	0.910	0.910	0.000
MH-33	5,121.78	5,114.78	CO-32	0.910	0.910	0.000
MH-34	5,118.27	5,112.27	CO-33	0.910	0.910	0.000
MH-35	5,185.73	5,179.73	CO-34	0.305	0.305	0.000
MH-36	5,196.92	5,166.92	CO-35	0.706	0.706	0.000
MH-37	5,102.37	5,095.37	CO-36	1.126	1.126	0.000
MH-38	5,077.68	5,067.68	CO-37	1.126	1.126	0.000
MH-39	5,069.35	5,060.35	CO-38	1.126	1.126	0.000
MH-40	5,044.80	5,034.80	CO-39	1.126	1.126	0.000
MH-JR CONNECTION	4,984.11	4,927.00	CO-PUEBLO EXTENSION	5.092	5.092	0.000

Average Day Flow

Outfall Table - Time: 0.00 hours

Label	Elevation (Ground) (ft)	Elevation (Invert) (ft)	Flow (Total Out) (cfs)	Notes
O-2	5,079.35	5,072.35	0.679	East Outfall (Pastora Ranch)
O-3	5,122.44	5,110.44	0.000	Basin C Lift Station
O-4	5,045.91	5,031.91	0.000	Basin D Lift Station

Property Connection Table - Time: 0.00 hours

Label	Loading Unit Count	Flow (Total Out) (cfs)
PC-1	57.726	0.110
PC-2	21.193	0.040
PC-3	15.601	0.030
PC-4A	90.035	0.171
PC-4B	17.078	0.032
PC-4C	15.188	0.029
PC-5	92.544	0.176
PC-6	28.945	0.055
PC-7	21.657	0.041
PC-8	210.881	0.401
PC-9	221.304	0.420
PC-10	37.542	0.071
PC-11	28.885	0.055
PC-12	112.211	0.213
PC-13	209.706	0.398
PC-14	46.991	0.089
PC-15A	20.211	0.038
PC-15B	21.490	0.041
PC-15C	19.486	0.037
PC-16	24.743	0.047
PC-17	12.464	0.024
PC-18	73.009	0.139
PC-19	64.871	0.123
PC-20A	75.914	0.144
PC-20B	43.629	0.083
PC-21	2.378	0.005
PC-22	113.506	0.216
PC-23	31.428	0.060
PC-24	74.996	0.142
PC-BP 1	41.926	0.075
PC-BP 2	3.125	0.006
PC-BP 3	109.128	0.196
PC-BP 4A	76.423	0.138

Average Day Flow

Property Connection Table - Time: 0.00 hours

Label	Loading Unit Count	Flow (Total Out) (cfs)
PC-BP 4B	51.381	0.092
PC-OFFSITE 1	31.709	0.063
PC-OFFSITE 2	160.936	0.322
PC-OFFSITE 3	16.721	0.033
PC-OFFSITE 4	147.731	0.295
PC-OFFSITE 5	24.983	0.050
PC-OFFSITE 6	77.274	0.155
PC-PUEBLO DEL SOL	77.241	0.147
PC-SCHOOL	40.003	0.092
PC-VENTANA	0.000	0.514
PC-WESTMOOR	84.830	0.161

Peak Day Flow Conduit Table - Time: 0.00 hours

Label	Start Node	Invert (Start) (ft)	Stop Node	Invert (Stop) (ft)	Length (Scaled) (ft)	Slope (Calculated) (%)	Diameter (in)	Manning's n	Velocity (ft/s)	Flow (cfs)	Capacity (Full Flow) (cfs)	d/D	q/Q
CO-1	MH-1	5,059.94	MH-JR CONNECTION	4,963.64	4,098.2	2.350	21.0	0.010	12.05	11.348	31.574	0.57	0.36
CO-2	MH-2	5,103.63	MH-1	5,060.04	2,638.8	1.652	21.0	0.010	9.78	8.426	26.473	0.64	0.32
CO-3	MH-3	5,124.49	MH-2	5,103.73	1,305.9	1.590	18.0	0.010	9.41	7.497	17.217	0.58	0.44
CO-4	MH-4	5,145.72	MH-3	5,124.59	1,408.7	1.500	18.0	0.010	9.03	6.954	16.724	0.57	0.42
CO-5	MH-5	5,170.79	MH-4	5,145.82	1,492.4	1.673	18.0	0.010	9.32	6.722	17.663	0.55	0.38
CO-6	MH-6	5,176.17	MH-5	5,170.89	299.0	1.766	18.0	0.010	9.31	6.220	18.147	0.52	0.34
CO-7	MH-7	5,188.43	MH-6	5,176.27	682.3	1.782	18.0	0.010	9.34	6.220	18.230	0.52	0.34
CO-8	MH-8	5,212.47	MH-7	5,188.53	1,322.7	1.810	18.0	0.010	9.39	6.220	18.370	0.52	0.34
CO-9	MH-9	5,233.32	MH-8	5,212.57	1,214.6	1.708	18.0	0.010	8.88	5.462	17.848	0.49	0.31
CO-10	MH-10	5,235.40	MH-9	5,233.42	385.6	0.514	18.0	0.010	5.60	5.134	9.785	0.55	0.52
CO-11	MH-11	5,294.17	MH-10	5,235.50	1,488.5	3.942	12.0	0.010	5.04	0.244	9.195	0.49	0.03
CO-12	MH-12	5,308.29	MH-11	5,294.27	1,846.4	0.759	8.0	0.010	2.97	0.244	1.369	0.31	0.18
CO-13	MH-13	5,313.74	MH-12	5,308.29	593.6	0.918	8.0	0.010	2.77	0.153	1.505	0.30	0.10
CO-14	MH-14	5,325.53	MH-13	5,313.84	1,385.0	0.844	8.0	0.010	2.69	0.153	1.443	0.24	0.11
CO-15	MH-15	5,143.65	MH-16	5,136.70	1,414.5	0.491	8.0	0.010	2.66	0.292	1.101	0.36	0.27
CO-16	MH-16	5,136.60	MH-17	5,130.79	1,319.8	0.440	8.0	0.010	2.94	0.488	1.042	0.49	0.47
CO-17	MH-17	5,130.69	MH-18	5,125.87	1,150.7	0.419	12.0	0.010	3.26	0.826	2.997	0.41	0.28
CO-18	MH-18	5,125.77	MH-19	5,077.10	2,232.0	2.181	12.0	0.010	7.12	1.608	6.839	0.43	0.24
CO-19	MH-20	5,328.00	MH-21	5,294.91	1,132.6	2.922	8.0	0.010	4.49	0.199	2.685	0.25	0.07
CO-20	MH-21	5,294.81	MH-22	5,278.54	926.5	1.756	8.0	0.010	3.76	0.199	2.082	0.26	0.10
CO-21	MH-22	5,278.44	MH-23	5,247.32	718.4	4.332	8.0	0.010	5.18	0.199	3.270	0.24	0.06
CO-22	MH-23	5,247.22	MH-24	5,234.89	983.9	1.253	8.0	0.010	3.34	0.199	1.758	0.27	0.11
CO-23	MH-24	5,234.79	MH-25	5,223.28	1,497.8	0.768	8.0	0.010	3.44	0.410	1.377	0.41	0.30
CO-24	MH-25	5,223.18	MH-26	5,215.52	1,028.4	0.745	8.0	0.010	3.40	0.410	1.356	0.41	0.30
CO-25	MH-26	5,215.42	MH-27	5,212.46	451.1	0.656	8.0	0.010	3.25	0.410	1.273	0.42	0.32
CO-26	MH-27	5,212.36	MH-28	5,188.48	1,334.4	1.790	8.0	0.010	5.04	0.540	2.101	0.43	0.26
CO-27	MH-28	5,188.38	MH-31	5,149.05	796.6	4.937	8.0	0.010	7.26	0.540	3.490	0.39	0.15
CO-28	MH-29	5,172.44	MH-30	5,150.13	598.2	3.729	12.0	0.010	7.75	1.113	8.944	0.34	0.12
CO-29	MH-30	5,150.03	MH-31	5,148.85	297.4	0.397	12.0	0.010	3.47	1.113	2.917	0.49	0.38
CO-30	MH-31	5,148.75	MH-32	5,125.24	1,599.7	1.470	12.0	0.010	6.68	2.156	5.615	0.53	0.38
CO-31	MH-32	5,125.14	MH-33	5,114.88	424.3	2.418	12.0	0.010	8.01	2.156	7.202	0.50	0.30
CO-32	MH-33	5,114.78	MH-34	5,112.37	412.0	0.585	12.0	0.010	4.73	2.156	3.542	0.60	0.61
CO-33	MH-34	5,112.27	O-3	5,110.54	125.1	1.383	12.0	0.010	6.53	2.156	5.446	0.53	0.40
CO-34	MH-35	5,179.73	MH-36	5,167.02	3,167.5	0.401	12.0	0.010	3.09	0.721	2.934	0.40	0.25
CO-35	MH-36	5,166.92	MH-37	5,095.47	2,503.0	2.855	12.0	0.010	7.92	1.670	7.825	0.57	0.21
CO-36	MH-37	5,095.37	MH-38	5,067.78	1,127.6	2.447	12.0	0.010	8.52	2.666	7.245	0.56	0.37
CO-37	MH-38	5,067.68	MH-39	5,060.45	1,019.3	0.709	15.0	0.010	5.36	2.666	7.072	0.47	0.38
CO-38	MH-39	5,060.35	MH-40	5,034.90	1,560.5	1.631	15.0	0.010	7.25	2.666	10.724	0.43	0.25
CO-39	MH-40	5,034.80	O-4	5,032.01	123.7	2.255	15.0	0.010	8.15	2.666	12.610	0.42	0.21
CO-OUTFALL 2	MH-19	5,077.00	O-2	5,072.45	187.0	2.434	12.0	0.010	7.40	1.608	7.225	0.43	0.22

Peak Day Flow

Manhole Table - Time: 0.00 hours

Label	Elevation (Ground) (ft)	Elevation (Invert) (ft)	Downstream Conduit	Flow (Total In) (cfs)	Flow (Total Out) (cfs)	Point Load (cfs)
MH-1	5,068.13	5,059.94	CO-1	11.348	11.348	0.000
MH-2	5,110.00	5,103.63	CO-2	8.426	8.426	0.000
MH-3	5,132.99	5,124.49	CO-3	7.497	7.497	0.000
MH-4	5,151.72	5,145.72	CO-4	6.954	6.954	0.000
MH-5	5,200.79	5,170.79	CO-5	6.722	6.722	0.000
MH-6	5,185.17	5,176.17	CO-6	6.220	6.220	0.000
MH-7	5,197.93	5,188.43	CO-7	6.220	6.220	0.000
MH-8	5,252.47	5,212.47	CO-8	6.220	6.220	0.000
MH-9	5,243.82	5,233.32	CO-9	5.462	5.462	0.000
MH-10	5,243.40	5,235.40	CO-10	0.312	5.134	4.821
MH-11	5,300.17	5,294.17	CO-11	0.244	0.244	0.000
MH-12	5,316.29	5,308.29	CO-12	0.244	0.244	0.000
MH-13	5,335.74	5,313.74	CO-13	0.153	0.153	0.000
MH-14	5,331.53	5,325.53	CO-14	0.153	0.153	0.000
MH-15	5,156.81	5,143.65	CO-15	0.292	0.292	0.000
MH-16	5,209.10	5,136.60	CO-16	0.488	0.488	0.000
MH-17	5,197.69	5,130.69	CO-17	0.826	0.826	0.000
MH-18	5,153.24	5,125.77	CO-18	1.608	1.608	0.000
MH-19	5,085.00	5,077.00	CO-OUTFALL 2	1.608	1.608	0.000
MH-20	5,335.00	5,328.00	CO-19	0.199	0.199	0.000
MH-21	5,302.81	5,294.81	CO-20	0.199	0.199	0.000
MH-22	5,284.44	5,278.44	CO-21	0.199	0.199	0.000
MH-23	5,253.22	5,247.22	CO-22	0.199	0.199	0.000
MH-24	5,244.79	5,234.79	CO-23	0.410	0.410	0.000
MH-25	5,242.18	5,223.18	CO-24	0.410	0.410	0.000
MH-26	5,229.42	5,215.42	CO-25	0.410	0.410	0.000
MH-27	5,233.36	5,212.36	CO-26	0.540	0.540	0.000
MH-28	5,209.38	5,188.38	CO-27	0.540	0.540	0.000
MH-29	5,178.94	5,172.44	CO-28	1.113	1.113	0.000
MH-30	5,157.53	5,150.03	CO-29	1.113	1.113	0.000
MH-31	5,158.75	5,148.75	CO-30	2.156	2.156	0.000
MH-32	5,136.14	5,125.14	CO-31	2.156	2.156	0.000
MH-33	5,121.78	5,114.78	CO-32	2.156	2.156	0.000
MH-34	5,118.27	5,112.27	CO-33	2.156	2.156	0.000
MH-35	5,185.73	5,179.73	CO-34	0.721	0.721	0.000
MH-36	5,196.92	5,166.92	CO-35	1.670	1.670	0.000
MH-37	5,102.37	5,095.37	CO-36	2.666	2.666	0.000
MH-38	5,077.68	5,067.68	CO-37	2.666	2.666	0.000
MH-39	5,069.35	5,060.35	CO-38	2.666	2.666	0.000
MH-40	5,044.80	5,034.80	CO-39	2.666	2.666	0.000
MH-JR CONNECTION	4,984.11	4,927.00	CO-PUEBLO EXTENSION	11.348	11.348	0.000

Peak Day Flow

Outfall Table - Time: 0.00 hours

Label	Elevation (Ground) (ft)	Elevation (Invert) (ft)	Flow (Total Out) (cfs)	Notes
O-2	5,079.35	5,072.35	1.608	East Outfall (Pastora Ranch)
O-3	5,122.44	5,110.44	2.156	Basin C Lift Station
O-4	5,045.91	5,031.91	2.666	Basin D Lift Station

Property Connection Table - Time: 0.00 hours

Label	Loading Unit Count	Flow (Total Out) (cfs)
PC-1	57.726	0.260
PC-2	21.193	0.095
PC-3	15.601	0.070
PC-4A	90.035	0.405
PC-4B	17.078	0.077
PC-4C	15.188	0.068
PC-5	92.544	0.416
PC-6	28.945	0.130
PC-7	21.657	0.097
PC-8	210.881	0.949
PC-9	221.304	0.996
PC-10	37.542	0.169
PC-11	28.885	0.130
PC-12	112.211	0.505
PC-13	209.706	0.944
PC-14	46.991	0.211
PC-15A	20.211	0.091
PC-15B	21.490	0.097
PC-15C	19.486	0.088
PC-16	24.743	0.111
PC-17	12.464	0.056
PC-18	73.009	0.329
PC-19	64.871	0.292
PC-20A	75.914	0.342
PC-20B	43.629	0.196
PC-21	2.378	0.011
PC-22	113.506	0.511
PC-23	31.428	0.141
PC-24	74.996	0.337
PC-BP 1	41.926	0.180
PC-BP 2	3.125	0.013
PC-BP 3	109.128	0.469
PC-BP 4A	76.423	0.329

Peak Day Flow

Property Connection Table - Time: 0.00 hours

Label	Loading Unit Count	Flow (Total Out) (cfs)
PC-BP 4B	51.381	0.221
PC-OFFSITE 1	31.709	0.149
PC-OFFSITE 2	160.936	0.756
PC-OFFSITE 3	16.721	0.079
PC-OFFSITE 4	147.731	0.694
PC-OFFSITE 5	24.983	0.117
PC-OFFSITE 6	77.274	0.363
PC-PUEBLO DEL SOL	77.241	0.348
PC-SCHOOL	40.003	0.216
PC-VENTANA	0.000	0.514
PC-WESTMOOR	84.830	0.382




**APPENDIX F – HWY 78 FLOW MONITORING DATA & ANALYSIS ON
THE IMPACT TO THE EXISTING SEWER SYSTEM WITHIN HWY 78**

CITY OF PUEBLO EXISTING SANITARY SEWER STATE HIGHWAY 78



Kimley  **Horn**

Legend

-  Sanitary Sewer
-  Sanitary Manhole
-  Flow Monitored Manhole

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HWY 78 FLOW MONITROING DATA SUMMARY

Jackson Ranch Wastewater Master Plan

MH 374197.1 (1/13/23 - 2/1/23)				
	Flow Rate (gpm)	Flow Rate (cfs)	Velocity (ft/s)	Level (in)
Max =	47.17	0.11	2.07	1.30
Min =	1.55	0.00	0.44	0.34
Avg =	9.00	0.02	0.84	0.75

MH 374197.2 (12/13/22 - 1/11/23)				
	Flow Rate (gpm)	Flow Rate (cfs)	Velocity (ft/s)	Level (in)
Max =	131.42	0.29	3.72	2.77
Min =	-35.79	-0.08	-1.90	0.28
Avg =	16.07	0.04	1.73	0.67

MH 384276.4 (1/13/23 - 2/1/23)				
	Flow Rate (gpm)	Flow Rate (cfs)	Velocity (ft/s)	Level (in)
Max =	424.99	0.95	7.31	2.66
Min =	41.80	0.09	1.62	1.36
Avg =	140.36	0.31	4.19	1.79

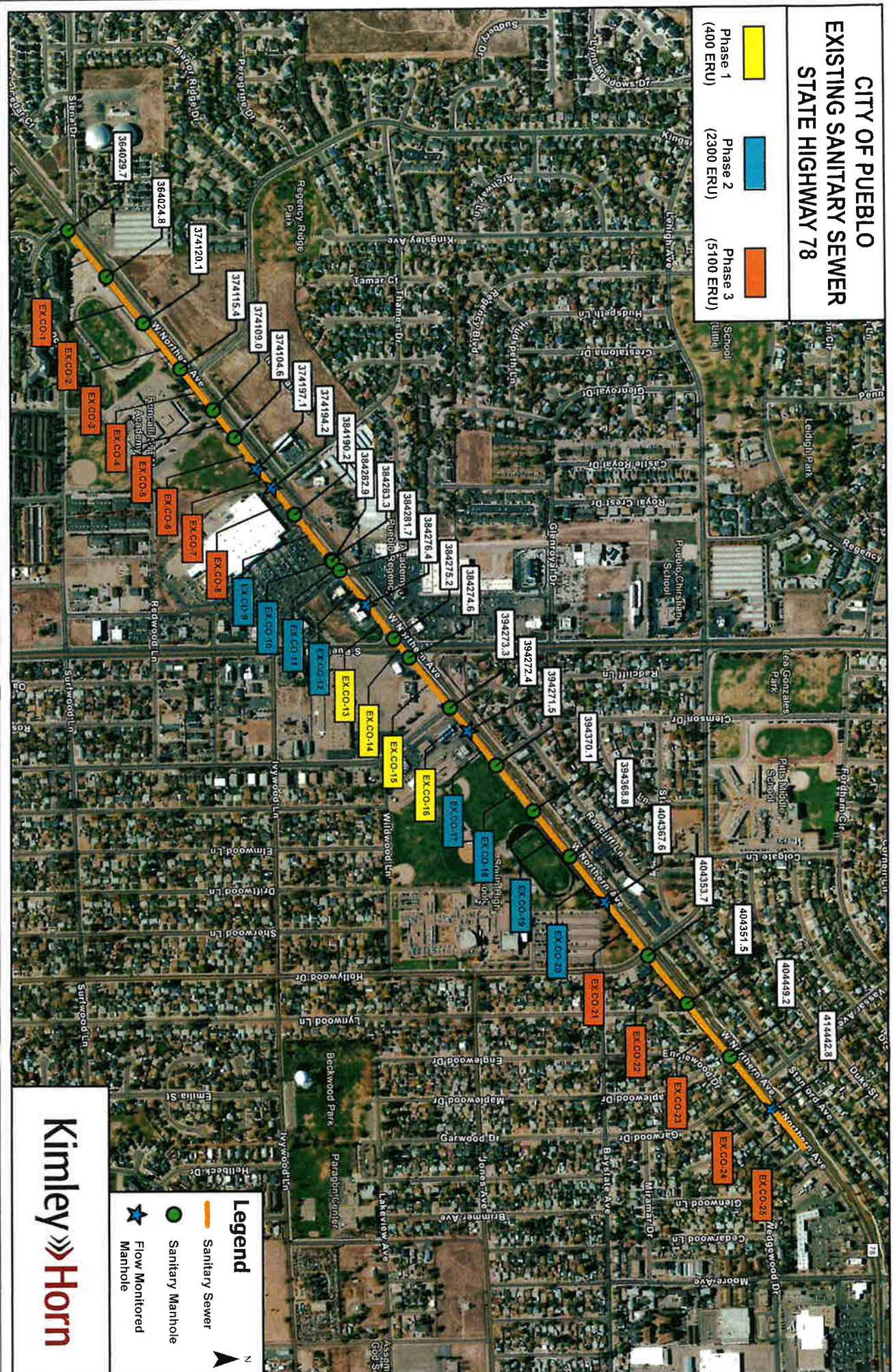
MH 394272.4 (1/13/23 - 2/1/23)				
	Flow Rate (gpm)	Flow Rate (cfs)	Velocity (ft/s)	Level (in)
Max =	484.16	1.08	2.36	5.69
Min =	98.53	0.22	1.29	2.57
Avg =	266.69	0.59	1.88	4.13

MH 404367.6 (1/13/23 - 2/1/23)				
	Flow Rate (gpm)	Flow Rate (cfs)	Velocity (ft/s)	Level (in)
Max =	423.18	0.94	3.67	3.71
Min =	83.42	0.19	1.53	2.56
Avg =	231.78	0.52	2.62	3.14

MH 414442.8 (1/13/23 - 2/1/23)				
	Flow Rate (gpm)	Flow Rate (cfs)	Velocity (ft/s)	Level (in)
Max =	467.92	1.04	3.35	4.58
Min =	92.33	0.21	1.80	2.06
Avg =	277.99	0.62	2.64	3.41

CITY OF PUEBLO EXISTING SANITARY SEWER STATE HIGHWAY 78

- Phase 1 (400 ERU)
- Phase 2 (2300 ERU)
- Phase 3 (5100 ERU)



Legend

- Sanitary Sewer
- Sanitary Manhole
- Flow Monitored Manhole

Kimley **Horn**

SewerCAD Capacity Analysis (Existing System - HWY 70) - Peak Flow															KIRRECOMBINATION														
Available In Existing System															Available In Existing System														
Pipe Segment	Size (in)	Material	Slope (%)	Manholes In	Design Q/D	Design Q/C	Full Flow Capacity (cfs)	Allowable Capacity (cfs)	Existing Velocity (ft/s)	Existing Flow (cfs)	Existing Q/D	Available Flow (cfs)	Average Peak Factor (cfs)	Available Flow (cfs)	Size (in)	Material	Manholes In	JB Buildout Flow (cfs)	Business Park Buildout Flow (cfs)	Onsite Flow (cfs)	Velocity (ft/s)	Flow (cfs)	Q/D	Comments					
EX-CO-1	15	PVC	1.173	0.010	0.70	0.71	8.10	6.46	2.49	0.11	0.09	6.33	0.00100	5.072	21	PVC	0.010	6.733	1.210	3.402	3.34	11.52	0.61						
EX-CO-2	15	PVC	0.877	0.010	0.70	0.71	8.10	5.58	2.54	0.11	0.08	5.48	0.00100	5.192	21	PVC	0.010	6.733	1.210	3.402	3.38	11.45	0.64	Velocity as stated approved by Public					
EX-CO-3	15	PVC	1.814	0.010	0.70	0.71	11.31	8.04	2.80	0.11	0.08	7.93	0.00100	7.465	21	PVC	0.010	6.733	1.210	3.402	3.50	11.45	0.64	Velocity and depth into manhole approved by Public					
EX-CO-4	15	PVC	1.817	0.010	0.70	0.71	11.30	8.04	2.80	0.11	0.08	7.93	0.00100	7.465	21	PVC	0.010	6.733	1.210	3.402	3.50	11.45	0.64	Velocity and depth into manhole approved by Public					
EX-CO-5	15	PVC	2.944	0.010	0.70	0.71	14.51	10.30	3.46	0.11	0.08	10.19	0.00100	9.605	21	PVC	0.010	6.733	1.210	3.402	3.62	11.45	0.64	Velocity and depth into manhole approved by Public					
EX-CO-6	15	PVC	1.660	0.010	0.70	0.71	10.46	7.84	2.72	0.11	0.08	7.74	0.00100	6.978	21	PVC	0.010	6.733	1.210	3.402	3.43	11.45	0.64	Velocity and depth into manhole approved by Public					
EX-CO-7	15	PVC	1.648	0.010	0.67	0.68	4.50	3.80	3.14	0.29	0.19	3.51	0.00100	3.562	21	PVC	0.010	6.733	1.210	3.402	3.40	11.54	0.60	Velocity and depth into manhole approved by Public					
EX-CO-8	15	PVC	1.648	0.010	0.67	0.68	4.50	3.87	3.23	0.29	0.20	3.68	0.00100	3.533	21	PVC	0.010	6.733	1.210	3.402	3.44	11.64	0.61	Velocity and depth into manhole approved by Public					
EX-CO-9	12	HDPE	1.520	0.013	0.67	0.67	0.63	4.00	2.77	3.19	0.5	0.32	2.64	0.00100	2.497	21	PVC	0.010	6.733	1.210	3.402	3.07	11.64	0.61	Velocity and depth into manhole approved by Public				
EX-CO-10	12	HDPE	1.710	0.013	0.67	0.67	0.63	4.00	2.74	3.31	0.25	0.32	2.64	0.00100	2.497	21	PVC	0.010	6.733	1.210	3.402	3.09	11.64	0.61	Velocity and depth into manhole approved by Public				
EX-CO-11	12	HDPE	0.250	0.013	0.67	0.67	0.63	2.50	1.38	2.59	0.25	0.46	0.44	0.00100	4.11	24	PVC	0.010	6.733	1.210	3.402	2.20	12.26	0.43	Velocity and depth into manhole approved by Public				
EX-CO-12	12	HDPE	0.250	0.013	0.67	0.67	0.63	2.50	1.38	2.59	0.25	0.46	0.44	0.00100	4.11	24	PVC	0.010	6.733	1.210	3.402	2.20	12.26	0.43	Velocity and depth into manhole approved by Public				
EX-CO-13	12	HDPE	0.250	0.013	0.67	0.67	0.63	2.50	1.38	2.59	0.25	0.46	0.44	0.00100	4.11	24	PVC	0.010	6.733	1.210	3.402	2.20	12.26	0.43	Velocity and depth into manhole approved by Public				
EX-CO-14	12	HDPE	0.250	0.013	0.67	0.67	0.63	2.50	1.38	2.59	0.25	0.46	0.44	0.00100	4.11	24	PVC	0.010	6.733	1.210	3.402	2.20	12.26	0.43	Velocity and depth into manhole approved by Public				
EX-CO-15	12	HDPE	0.250	0.013	0.67	0.67	0.63	2.50	1.38	2.59	0.25	0.46	0.44	0.00100	4.11	24	PVC	0.010	6.733	1.210	3.402	2.20	12.26	0.43	Velocity and depth into manhole approved by Public				
EX-CO-16	15	HDPE	0.250	0.013	0.70	0.68	3.03	2.19	2.08	0.25	0.45	0.43	0.00100	4.68	24	PVC	0.010	6.733	1.210	3.402	6.32	12.20	0.30	Velocity and depth into manhole approved by Public					
EX-CO-17	15	HDPE	0.250	0.013	0.70	0.68	3.03	2.19	2.08	0.25	0.45	0.43	0.00100	4.68	24	PVC	0.010	6.733	1.210	3.402	6.12	12.20	0.30	Velocity and depth into manhole approved by Public					
EX-CO-18	18	HDPE	0.270	0.013	0.75	0.73	5.03	4.67	2.77	1.09	0.30	2.28	0.00100	2.438	24	PVC	0.010	6.733	1.210	3.402	5.00	12.43	0.60	Velocity and depth into manhole approved by Public					
EX-CO-19	18	HDPE	0.311	0.013	0.75	0.73	5.03	4.67	2.63	1.09	0.30	2.20	0.00100	3.003	24	PVC	0.010	6.733	1.210	3.402	5.14	12.43	0.64	Velocity and depth into manhole approved by Public					
EX-CO-20	18	HDPE	0.311	0.013	0.75	0.73	5.03	4.67	2.63	1.09	0.30	2.20	0.00100	3.003	24	PVC	0.010	6.733	1.210	3.402	5.14	12.43	0.64	Velocity and depth into manhole approved by Public					
EX-CO-21	18	HDPE	0.311	0.013	0.75	0.73	5.03	4.67	2.63	1.09	0.30	2.20	0.00100	3.003	24	PVC	0.010	6.733	1.210	3.402	5.14	12.43	0.64	Velocity and depth into manhole approved by Public					
EX-CO-22	21	HDPE	0.403	0.013	0.75	0.73	10.00	7.4	2.51	1.03	0.21	6.31	0.00100	5.941	24	PVC	0.010	6.733	1.210	3.402	4.30	12.20	0.61	Velocity and depth into manhole approved by Public					
EX-CO-23	21	HDPE	0.403	0.013	0.75	0.73	11.19	8.17	2.51	1.03	0.21	6.31	0.00100	6.723	24	PVC	0.010	6.733	1.210	3.402	4.30	12.20	0.61	Velocity and depth into manhole approved by Public					
EX-CO-24	21	HDPE	1.300	0.013	0.75	0.73	18.63	13.61	4.98	1.03	0.19	13.58	0.00100	11.642	24	PVC	0.010	6.733	1.210	3.402	6.00	12.20	0.61	Velocity and depth into manhole approved by Public					
EX-CO-25	21	HDPE	2.200	0.013	0.75	0.73	23.83	17.41	5.28	1.28	0.19	18.13	0.00100	15.178	24	PVC	0.010	6.733	1.210	3.402	12.11	12.63	0.50	Velocity and depth into manhole approved by Public					

(1) Existing conditions from 18 from flow measuring station at 801' 42" but we are assuming that water to occur at the start of the pipe in a conservative approach to design.
 (2) Total flow measuring station at 801' 53" and therefore is not observed until "08:45"
 (3) Pipe splitters were based on Q/D rather than design discharge (full flow) further analysis and design would be required to try and satisfy the Pueblo standard.

Design sheet City
 Plan #

Jackson Recreation Park Annexation Master Traffic Impact Study

Prepared for:
Mr. Heath Herber
Pueblo Recreation Investors, LLC
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Colorado Springs, CO 80903-1514

AUGUST 16, 2012

LSC Transportation Consultants
Prepared by: Jeffrey C. Hodsdon, P.E.

SC #S244000



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August 16, 2024

Mr. Heath Herber
Pueblo Recreation Investors, LLC
31 N Tejon Street, Suite 500
Colorado Springs, CO 80903-1514

RE: Jackson Recreation Park Annexation
Master Traffic Impact Study
Pueblo, Colorado
LSC #S244000

Dear Mr. Herber:

LSC Transportation Consultants, Inc. has prepared this master traffic impact study (TIS) report for the Jackson Recreation Park Annexation. The 300-acre annexation area is located generally southwest of the intersection of Northern Avenue (State Highway 78) and Bandera Parkway in Pueblo, Colorado. The plan for annexation shows a mix of residential, recreational, retail, and business-park land uses. Also, the planned Lake Avenue Major Arterial roadway connection is shown passing north/south through the site. This report has been prepared for submittal to the City of Pueblo and the Colorado Department of Transportation (CDOT).

REPORT CONTENTS

The preparation of this report included the following:

- Inventory of the existing adjacent and area roadway system. This includes functional classifications, street widths, lane configurations, intersection traffic control, posted speed limits, general intersection and access spacing, roadway and intersection alignments, auxiliary left- and right-turn lanes, etc.;
- A review of the proposed site land use and proposed roadway connections/access location to State Highway (SH) 78 (north and south sides of the highway);
- Consideration of other planned area developments in the southwest Pueblo area;
- Daily traffic data available for the area roadways, as well as morning and evening peak-hour traffic volumes at the nearby intersection of Bandera Parkway/Northern Avenue (SH 78), and the intersection of Northern Avenue/Pueblo Boulevard (SH 45).
- Estimates of the daily and peak-hour trip generation for the land uses proposed for the annexation area. Trip-generation estimates for the balance of the land within the overall greater Jackson Recreation Park 300-acre master plan area is also included for transportation modeling purposes;

- The estimated directional distribution of site-generated vehicle trips on the anticipated future area roadway system;
- Projections of master-plan-area-generated daily traffic volumes on the future area roadway network;
- Projections of long-term background traffic volumes on the area roadways (not including annexation land-use plan trip generation);
- Recommended roadway classifications and cross sections of planned roadways, including potential interim roadway cross sections;
- The area non-motorized transportation plan; and
- Findings and recommendations including proposed annexation area master-plan roadway classifications.

LAND USE

The location of Jackson Recreation Park is shown in Figure 1. The overall 300-acre master plan area is located generally southwest of the intersection of State Highway (SH) 78/Bandera Parkway in Pueblo, Colorado. The 300-acre annexation area is shown in Figure 2.

The annexation area shows the RV resort, a 300-unit residential community anticipated for seniors/active adults, an area for business-park-type uses, and commercial uses on the corners of Northern Avenue/Lake Avenue (future). Figure 3 shows the proposed Annexation Land Use Plan. Table 1 Shows the Annexation Parcel information and envisioned land uses.

Jackson Recreation Park Annexation								
Land Use Information			Corresponding ITE Land Uses and Quantities (for use in the Trip Generation Estimate)					
Sketch Plan Land Use Designation	Acreage	Parcel Location(s)	ITE Land Use	Acreage	ITE Land Use Category	F.A.R., or units/Ac.	Land Use Quantities (KSF)	
Business Park	105	NE of Northern Ave./Lake Ave.	Business Park	102	770	0.25	1108	KSF
		NW of Northern Ave./Lake Ave.	Strip Retail Plaza (<40k)	3	822	0.15	19	KSF
Commercial/Mixed Use	35	SW of Northern Ave./Lake Ave. corner commercial parcel	Convenience store/gas station (9-15 VFPs)	2	945	---	5	KSF
Commercial/Mixed Use		SW of Northern Ave./Lake Ave. commercial Parcel	Strip Retail Plaza (<40k)	3.00	822	0.17	22	KSF
Commercial/Mixed Use		SW of Northern Ave./Lake Ave. Residential Parcel	Senior Adult Housing (Single Family)	30.00	251	10.00	300	DU
RV Resort, High Quality, Family	148.64	SE Parcel	Campground/RV Park	148.64	416	---	748	Occupied Campsites
Lake Ave. Extension ROW	11.7			11.7				
Totals	300			300				

KSF= thousand square feet of floor area; VFP = vehicle fueling positions; DU= dwelling units

Source: LSC Transportation Consultants, Inc

8/9/2024

The table also shows conversion to ITE land uses for purposes of the vehicle-trip-generation estimate and **traffic modeling purposes**.

Traffic Analysis Zones

Figure 4 presents a map showing the Traffic Analysis Zones (TAZs) within the 300-acre annexation and master-plan area. LSC has divided the area into traffic analysis zones (TAZs) for the purpose of estimating future traffic volumes by defining the trip generation and loading trips to the future roadway network. TAZ boundaries match the parcel boundaries within the Jackson Recreation Park plan, except in the case of the commercial parcel southwest of SH 78/Lake Avenue Multiple TAZs are shown for this parcel, which represent the strip retail and the convenience store/gas station uses. (General note: These TAZs have been defined by LSC, are specific to this analysis, and are unrelated to any PACOG TAZs).

PROPOSED ANNEXATION AREA AND NEARBY ROADWAY CONNECTIONS TO EXISTING ROADWAYS

Figures 2 (and 3) also show the proposed area major-street network. Figure 3 also shows planned and potential other future connections to existing roadways. The planned Lake Avenue Major Arterial alignment is shown passing north/south through the southern half of the site and primarily along the west edge of the north portion of the site. Two planned connections to State Highway (SH) 78 (Northern Avenue) are proposed that will form the future Lake Avenue/Northern Avenue intersection.

EXISTING TRANSPORTATION SYSTEM AND TRAFFIC VOLUMES

Area Roads & Streets

Figure 5 shows the existing streets and roadways in the vicinity (to the northeast) of the site. The key roadways and streets are identified below, followed by a brief description of each:

State Highway (SH) 78 (Northern Avenue) is generally a two-lane facility, which bisects the site. The state highway extends west from SH 45 (Pueblo Boulevard) to SH 165. The CDOT classification is R-B, Rural Highway southwest of Hog Farm Road and Non-Rural Principal Highway (NR-A) between Hog Farm Road and Pueblo Boulevard. The posted speed limit in the vicinity of the site is 55 mph. Near the Bandera Parkway and Ventana Way intersections, the posted speed limit is 50 miles per hour (mph).

Bandera Parkway is a Minor Arterial, of which a half-section has been completed south of Sienna Drive to Pascadero Drive. The right-of-way (ROW) is approximately 100 feet. The roadway has a posted speed limit of 30 mph. Bandera Parkway is planned to be extended north in the future – potentially to Red Creek Springs Road or possibly to connect to the existing segment at St. Clair Avenue.

Bridle Path is classified as a “Major Road (Collector)” and extends west from Hollywood Drive to just west of Bandera Parkway. This analysis assumes Bridle Path extended southwest from its current terminus into Jackson Recreation Park.

Existing Traffic Volumes

Figure 6 shows the existing and recent daily traffic volumes on the area roadways. These are based primarily on CDOT and MS2 data. The volumes in the vicinity of Bandera Parkway and SH 78 are also based on recent 2023 LSC traffic count data.

Other Area Developments

Figure 7 presents a context map showing the general location of other southwest Pueblo developments in the vicinity. These include Pastora Ranch, Ventana, Regency, and Southpointe and others. Generally, several of the existing and planned major roadways pass through one or more of these nearby developments.

FUTURE ROADWAY NETWORK AND BACKGROUND TRAFFIC

Figure 8 shows the proposed roadway connections to the master plan area in the vicinity of Jackson Recreation Park.

Figure 8 also presents the overall future roadway network within the southwest Pueblo area, where this and several other developments/planned communities are underway, approved, or proposed as shown in the report “*Study of Traffic Impacts on Functional Classification Model-Based Analysis*” prepared for PACOG and the City of Pueblo by Wilson and Company (December 2021).

One of the key future roadways shown is **Lake Avenue**, which is anticipated to provide a continuous roadway connection from near the Pueblo Boulevard/Interstate 25 area west through Southpointe, the northeast area of Jackson Recreation Park, and then north through the area west of Ventana and Regency, connecting to State Highway 96.

Also shown is an extension of Bridle Path from its current terminus near the intersection of Bandera Parkway/Bridle Path to Lake Avenue (and into the Jackson Ranch annexation) and the Bandera Parkway connection north of Sienna Drive to Thatcher Avenue.

Future background/baseline traffic volumes, shown in Figure 9, have been estimated for the future roadway network. These are based on the Wilson and Company report “*Study of Traffic Impacts on Functional Classification Model-Based Analysis*.”

The projections contained in that report also included Lake Avenue, the future extension of Bandera Parkway north of Sienna Drive to Thatcher Avenue, and the extension of Bridle Path southwest to Lake Avenue.

Note: LSC has completed two recent Jackson Ranch area traffic reports (located south and southwest of the site). These are:

- Jackson Ranch Phase 1 Annexation
- Jackson Ranch Rural (Pueblo County)

The recent report for the Jackson Ranch Phase 1 Annexation traffic report took the approach of adding project-generated traffic to the background traffic shown in Figure 9. This report takes a similar approach.

TRIP GENERATION

ITE Trip-Generation Estimate

The vehicle trip generation has been estimated using the nationally-published trip-generation rates from *Trip Generation, 11th Edition, 2021* by the Institute of Transportation Engineers (ITE). Table 2 shows the trip-generation estimates for the Jackson Recreation Park annexation area.

Annexation Land-Use Plan

Table 2 presents trip generation for the Annexation Land-Use Plan. Notes have also been added for reference and context to the LSC TAZs shown in Figure 4.

Estimates of internal capture reductions have been applied to the trips generated within each TAZ. The resulting external trip values represent the trips loaded to the roadway network.

As shown in Table 2, The Jackson Recreation Park Annexation area trip generation sums to about 16,230 external, primary vehicle trips per day (average weekday), or 8,115 entering and 8,115 exiting trips during a 24-hour period. The value of 20,874 includes “diverted trips” from SH 78. The diverted trips would not add new impact only at the intersection of SH78/Lake and on Lake between SH 78 and the site access points to the north and south.

TRIP DISTRIBUTION AND ASSIGNMENT

Trip Distribution

The directional distribution of the Jackson Recreation Park trips on the anticipated future area street and roadway system is an important set of factors used in determining the annexation’s traffic impacts. The distribution estimates are percentage splits representing allocation of trips for each site TAZ to/from a set of directional-distribution “gates” or external origin/destination reference points for residential-generated and school-generated trips. Figure 10 shows the gates used for the trip-distribution estimate. The distribution tables (attached) present the percentages of trips between TAZs and the gates.

The directional-distribution estimates are based on the following factors: the location of the site with respect to the greater Pueblo area, commercial, employment, educational, service, healthcare, institutional, and recreational “trip attractors” in the general vicinity of the external gates or accessible by traveling along the major roadways represented by each gate.

Trip Routing

LSC has estimated vehicular trip routing or travel paths between each TAZ and each directional-distribution “gate” or external origin/destination (O/D) reference point. Routing is specific to each TAZ-to-external-gate O/D pair.

Trip Assignment

When the distribution percentages are applied to the trip-generation estimates (from Table 2), by TAZ and loaded to the roadway network based on LSC trip-routing estimates, the result is the annexation site generated daily traffic-volumes. These estimates are shown in Figure 11.

LONG-TERM TOTAL VOLUMES

Future 2045 total traffic volumes, shown in Figure 12, have been estimated for the future roadway network. Total volumes are the sum of background traffic from Figure 9 plus site-generated volumes from Figure 11.

Note: LSC has completed two other recent traffic reports in the area. These are:

- Jackson Ranch Phase 1 annexation
- Jackson Ranch Rural

These recent traffic reports took the approach of adding project-generated traffic to the background traffic shown in Figure 9. This report takes a similar approach. Some Jackson Recreation Park trips would be paired with trips generated by those two projects, so adding site traffic from these reports would over-estimate the offsite impacts. Also, to some extent, trips to/from existing City neighborhoods will likely be distributed to the trip “attractors” within this annexation. This redistribution would reduce trips on some other road segments in the city.

ROADWAY FUNCTIONAL CLASSIFICATIONS AND LANEAGE

Figure 13 shows the recommended functional classifications and preliminary estimate of the number of through/travel lanes for the Jackson Recreation Park major streets and streets connecting to Jackson Recreation Park. The number of lanes has been estimated, based on general lane capacity by classification. The number of lanes shown is exclusive of any required auxiliary left- and right-turn lanes.

Please refer to Appendix A, which contains roadway classification details, including an interim 2-lane Major Arterial cross section for Lake Avenue through the site and in the vicinity.

Figure 14 highlights some locations with projected high turning-movement volumes. This information is helpful at the planning stage to identify where multiple left-turn lanes, multiple or channelized free-right turns, or other configurations/solutions may be needed for intersection capacity. This information can assist with early planning for additional right-of-way needs.

PEDESTRIAN AND BICYCLE TRANSPORTATION

Sidewalks will be incorporated within the development in accordance with City requirements/standards as development progresses. The Jackson Recreation Park system of sidewalks and trails would connect to existing sidewalks and trails as necessary details will be provided with plans for individual developments.

The Pueblo trails plan shows multi-use trails following the creek east of Encino Drive, along the east side of Bandera Parkway, and along the south side of SH 78. A trail is planned to be extended north of Sienna Drive. The *PACOG 2045 Vision Plan* shows this trail extending north to Thatcher. The *PACOG 2045 Vision Plan* also shows another trail extending northwest from Bandera Parkway/Sienna toward Lake Pueblo State Park.

Figure 15 shows the area trails plan in the vicinity of Jackson Recreation Park, combined with the non-motorized facilities shown on the *PACOG 2045 Vision Plan*. LSC had added potential trail connection alignments for consideration.

FINDINGS/RECOMMENDATIONS

- The Jackson Recreation Park Annexation Land Use Plan trip-generation estimate is shown in Table 2. The estimated external daily trip generation is about 16,232 external, primary vehicle trips per day. This trip generation estimate for the 300-acre Jackson Recreation Park has been used to estimate daily site-generated volumes on the future area roadways and to develop recommended street classifications.
- Please refer to Figure 13 and Appendix A for roadway classification recommendations.
- This report contains a non-motorized transportation map. Please refer to the above section and Figure 15 for details.

* * * * *

Please contact me if you have any questions regarding this report.

Respectfully Submitted,

LSC TRANSPORTATION CONSULTANTS, INC.



By _____
Jeffrey C. Hodsdon, P.E.
Principal

JCH:jas

Enclosures: Table 2
Figures 1-15
Appendix A - Street Cross Sections by Roadway Classification
Traffic Counts
Trip Distribution Tables

Table 2



Table 2. Detailed Trip Generation

TAXI Representing		Automobiles/Paraph		LULU Use		ITE Total Trips Generated		% Inbound Trips		EXTERNAL Trips Generated		Extended Primary Trips	
Primary Trips	Diverted Trips	Parcel	Area	Code	Description	Units ¹	Value ²	Average Occupancy	Average Occupancy	Daily	Average Weekday	% Primary	% Diverted
943	942												
42	N/A	Southwest - Residential	30	251	SENIOR HOUSING - SINGLE FAMILY	DU	300	5.03	1508	4%	1448	100%	0%
41	N/A	Southeast - RV Resort	149	416	Campground/Recreational Vehicle Park	Occupied Carpools	748	2.72	2033	8%	1870	100%	0%
43	44	Southwest - Conv. Store/Gas	2	945	Convenience store/gas station (9-15 VFPs)	KSF	5	700.43	3502	5%	3327	20.0%	43%
39	40	Northeast - Business Park	102	770	Business Park	KSF	1108	11.27	12483	3%	12109	94.5%	3%
45	46	Southwest - Strip Retail	3	822	Strip Retail Plaza (< 40 KSF)	KSF	22,000	54.45	1198	5%	1138	38%	28%
47	48	Northwest - Strip Retail	3	822	Strip Retail Plaza (< 40 KSF)	KSF	19,000	54.45	1035	5%	983	38%	28%
									21758		20874		Total
													16232

¹ DU = dwelling units, KSF = 1,000 square feet of floor area

² Source: Trip Generation, 11th Edition (2022) by the Institute of Transportation Engineers (ITE)

³ Refer To Land Use Table for floor-area ratio for retail land uses and warehouse land uses

Figures 1-15





Not to
scale

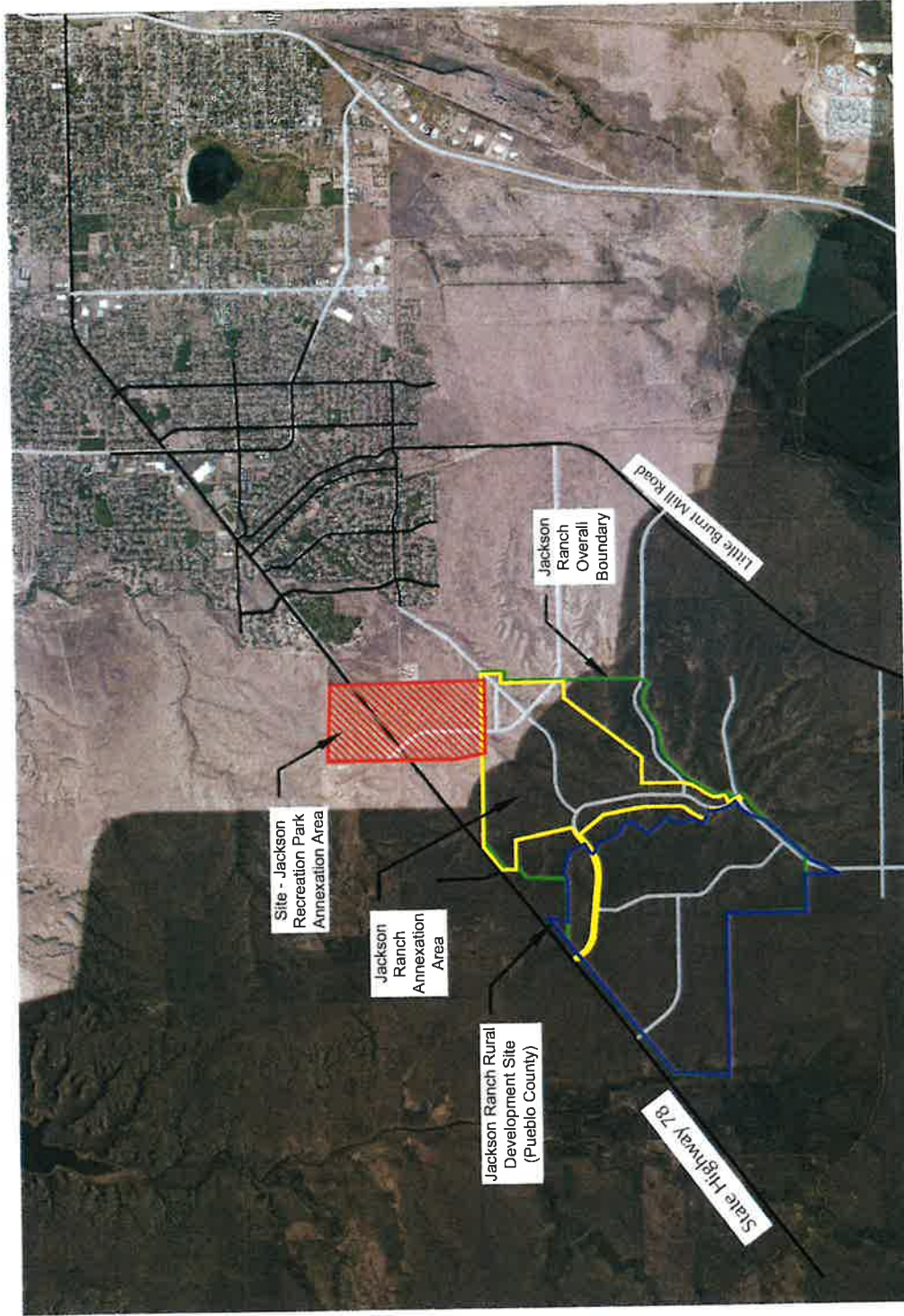


Figure 1
Vicinity Map

Jackson Recreation Annex (LSC# 524000)





Approximate
Scale
1" = 3,000'



 Existing Roadways
 Future Roadways

Note: Figure 8 shows a larger area version of this map.



Figure 2
**Annexation and Overall Boundaries
 with Potential Future Roadways**
 Jackson Recreation Annex (LSC# S244000)



Approximate
Scale
1" = 1,000'

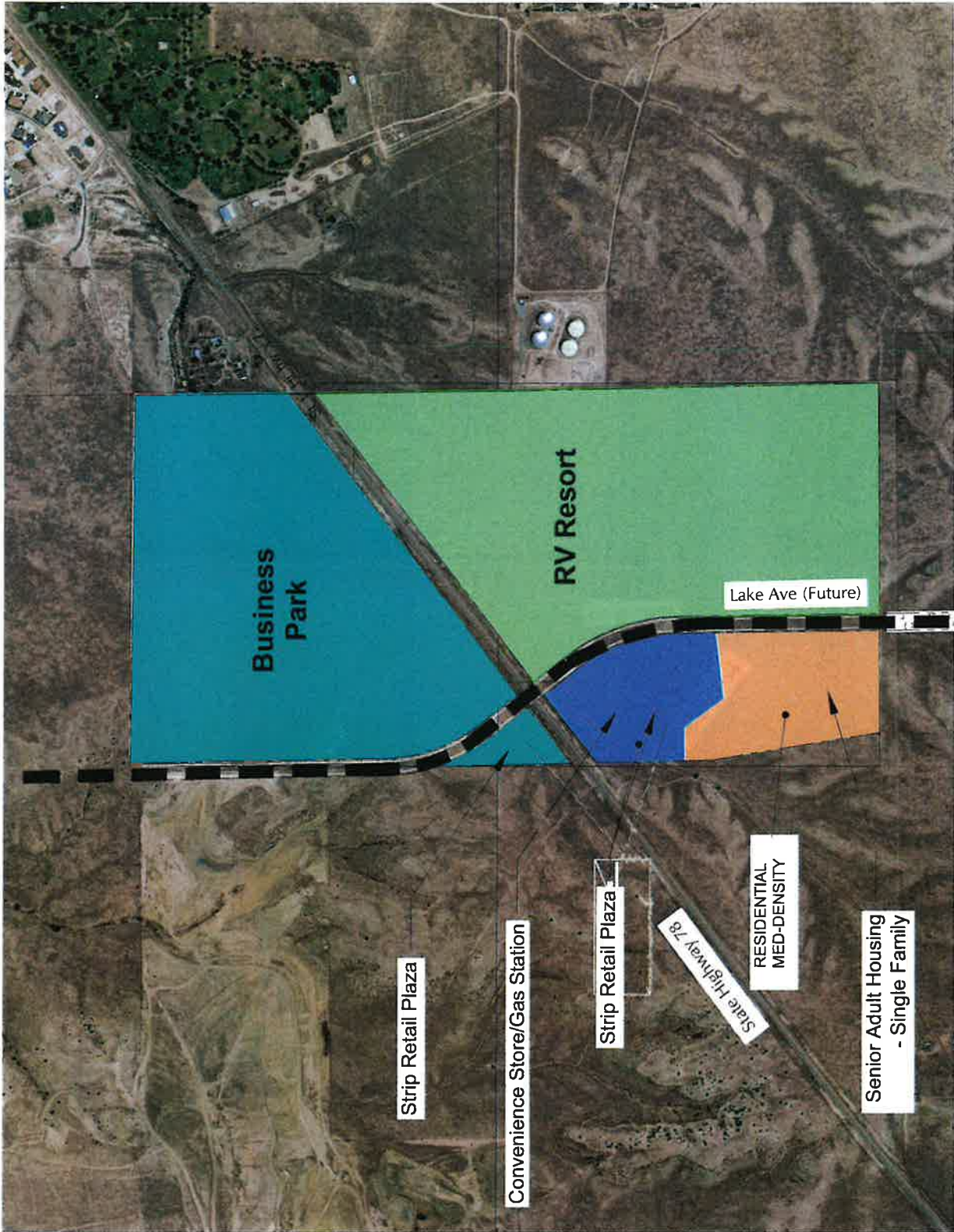


Figure 3

Annexation Land Use Plan

Jackson Recreation Annex (LSC# S244000)





Approximate
Scale
1" = 1,000'



Figure 4

Traffic Analysis Zones

Jackson Recreation Annex (LSC# S244000)



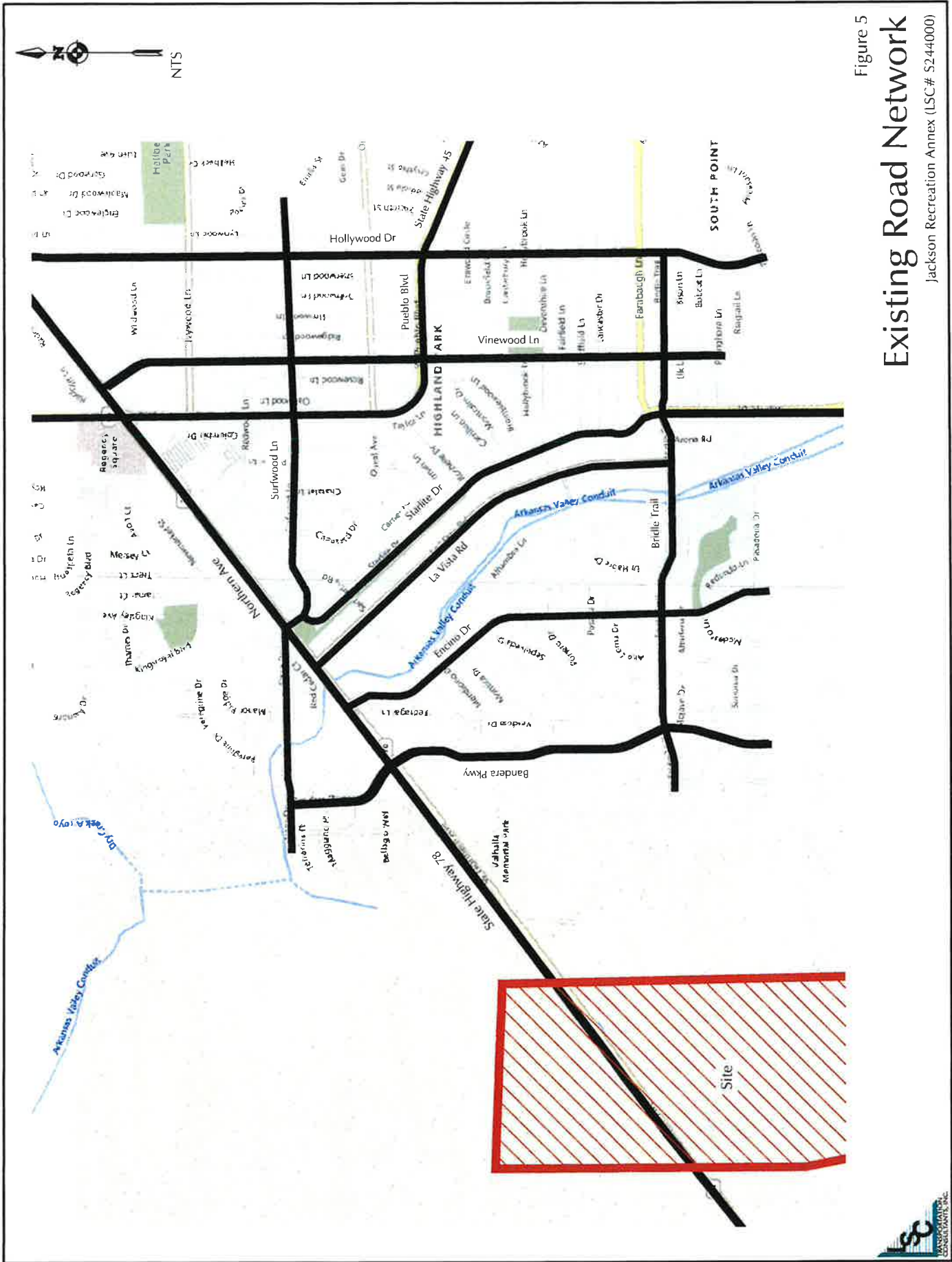


Figure 5
Existing Road Network
 Jackson Recreation Annex (LSC# S244000)



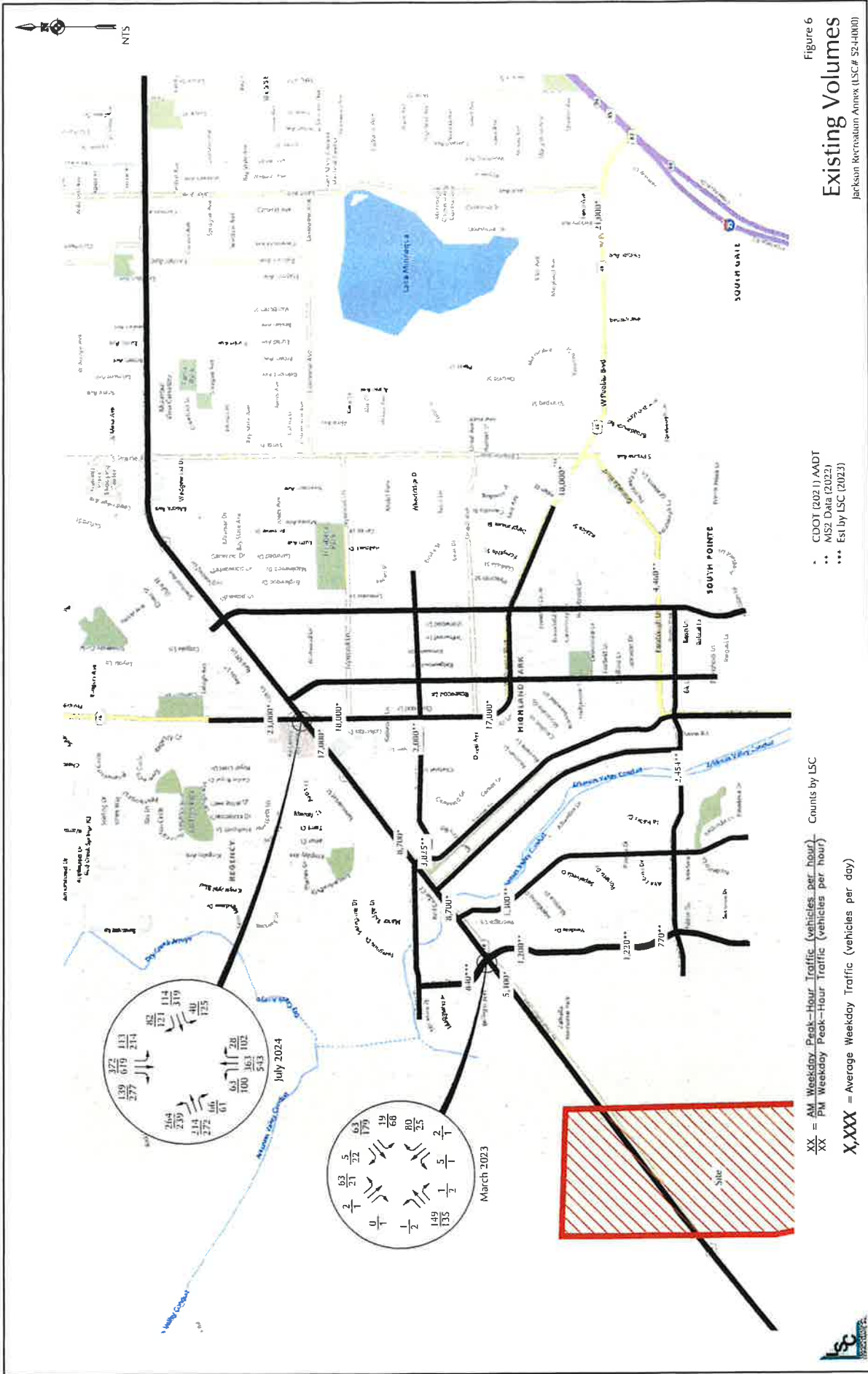


Figure 6
Existing Volumes
 Jackson Recreation Annex (LSC# 52-1000)

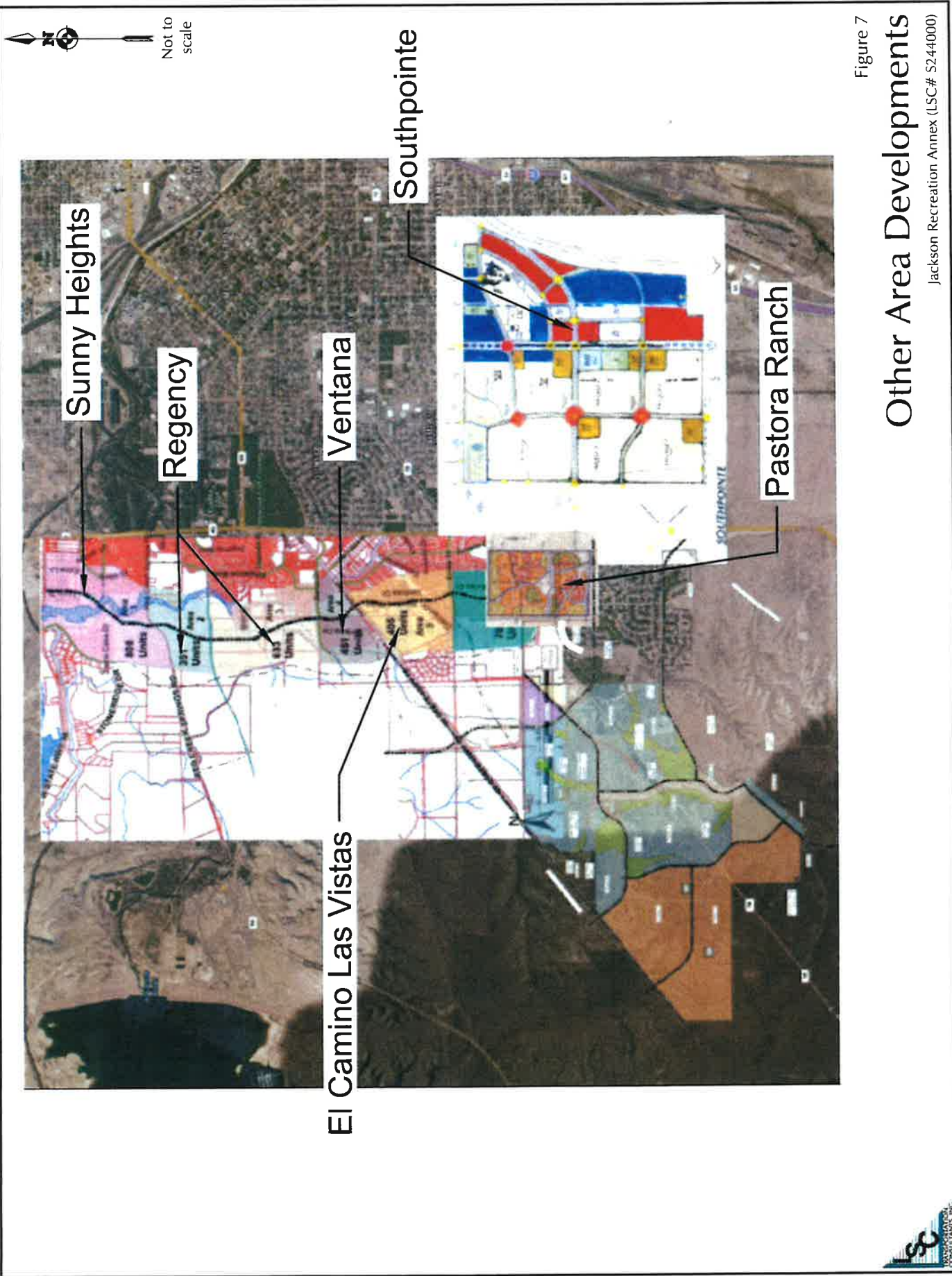
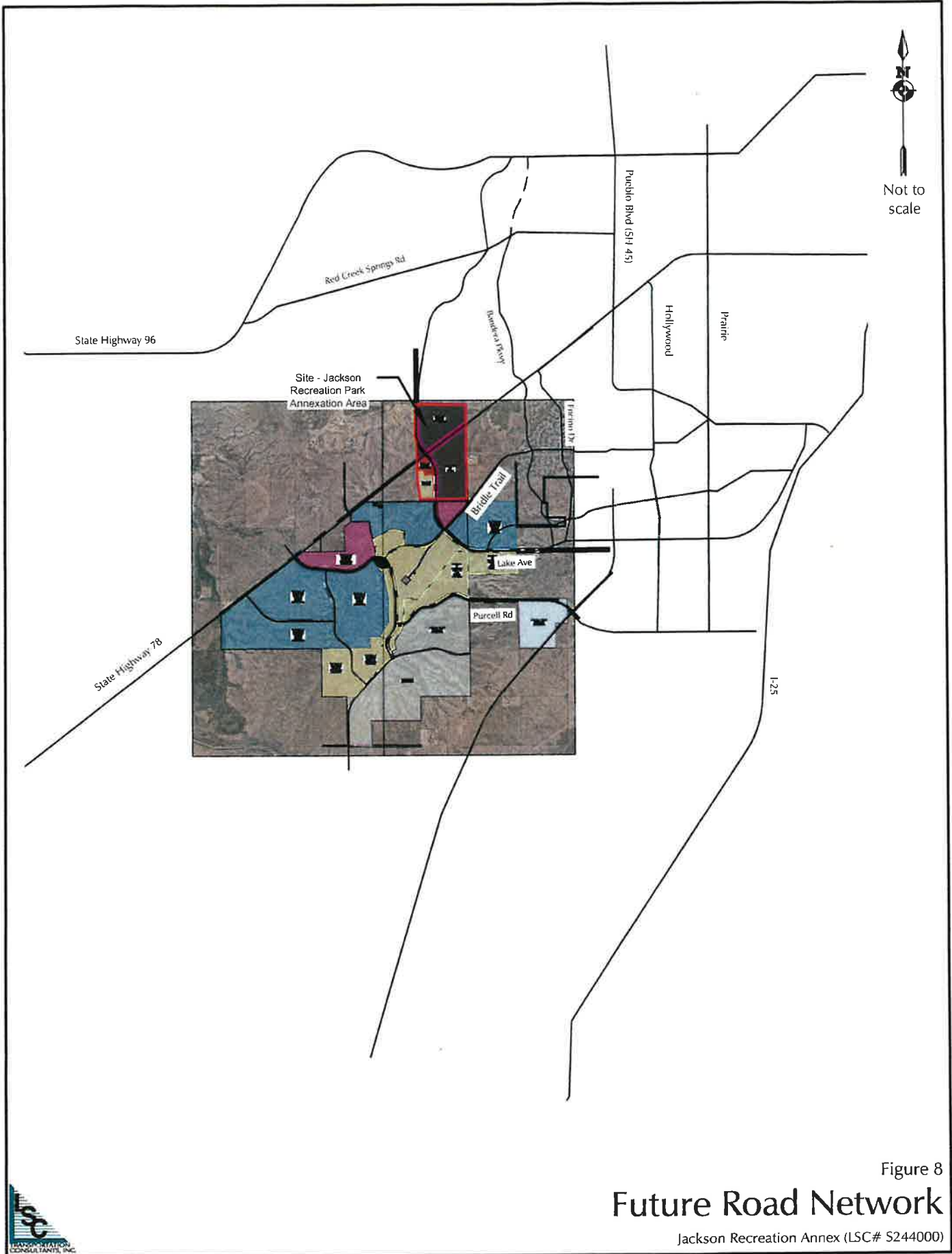
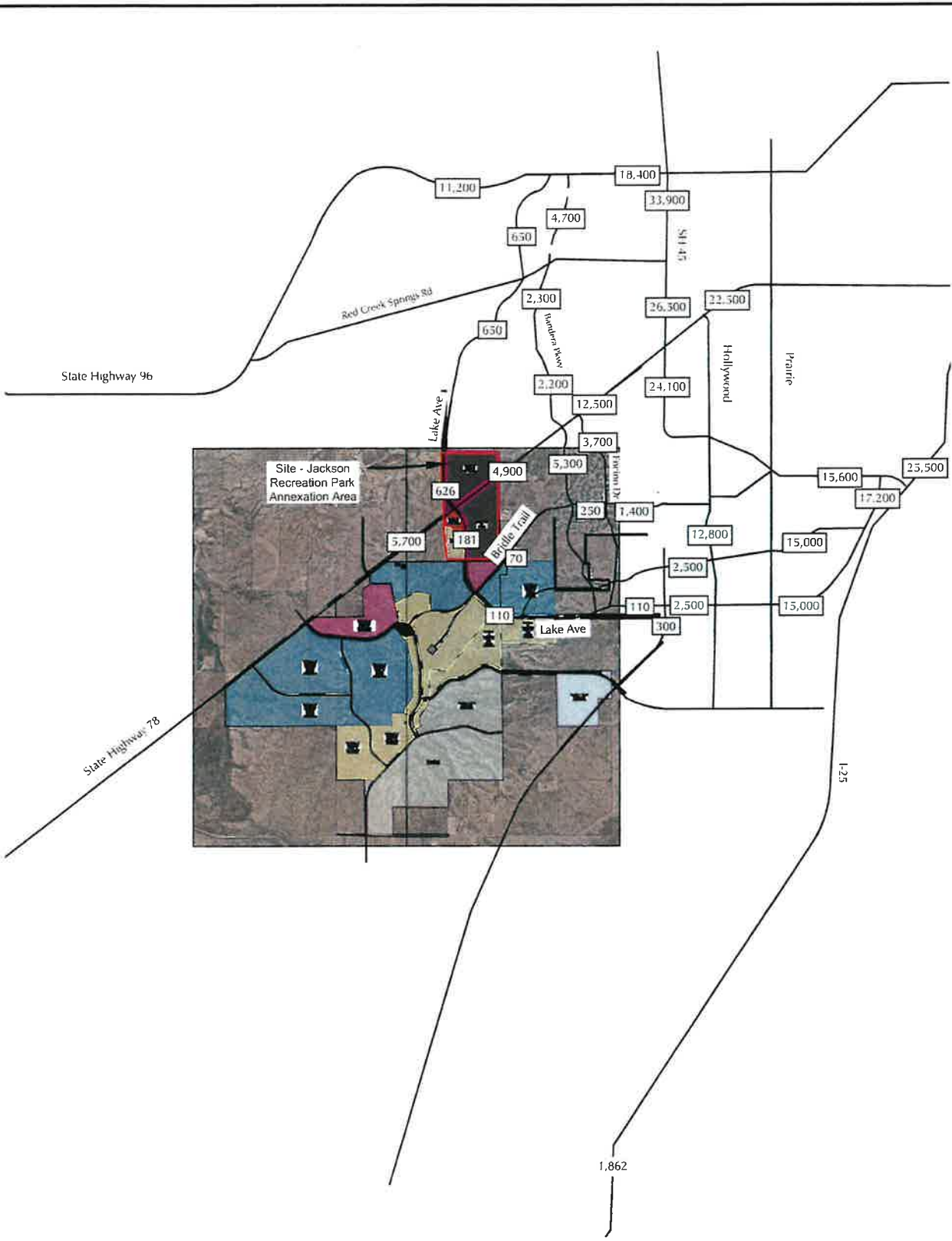


Figure 7
 Other Area Developments
 Jackson Recreation Annex (LSC# S244000)



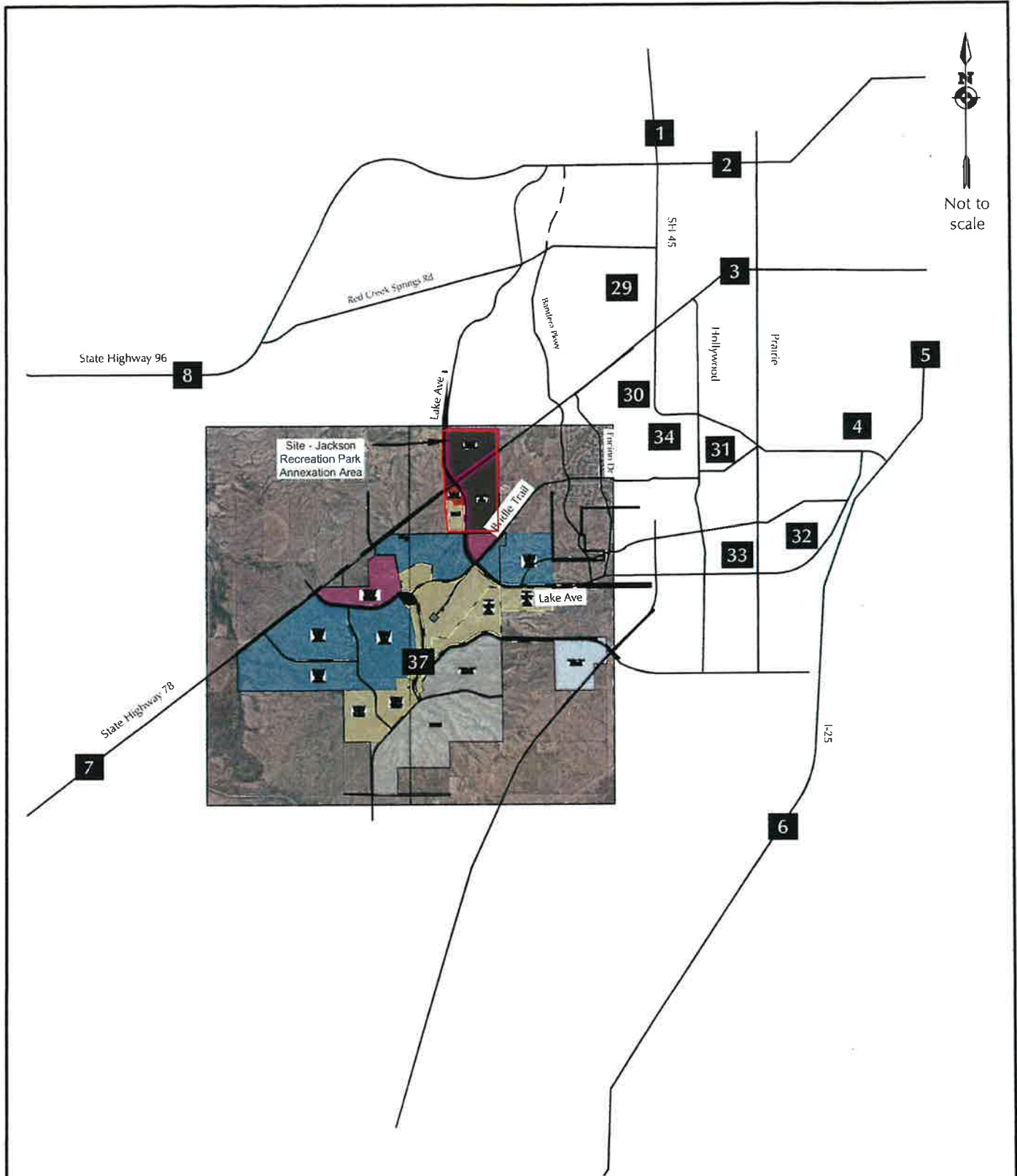




X,XXX = Average Daily Traffic (Vehicles/Day)

Figure 9
2045 Background Traffic
 Jackson Recreation Annex (LSC# S244000)





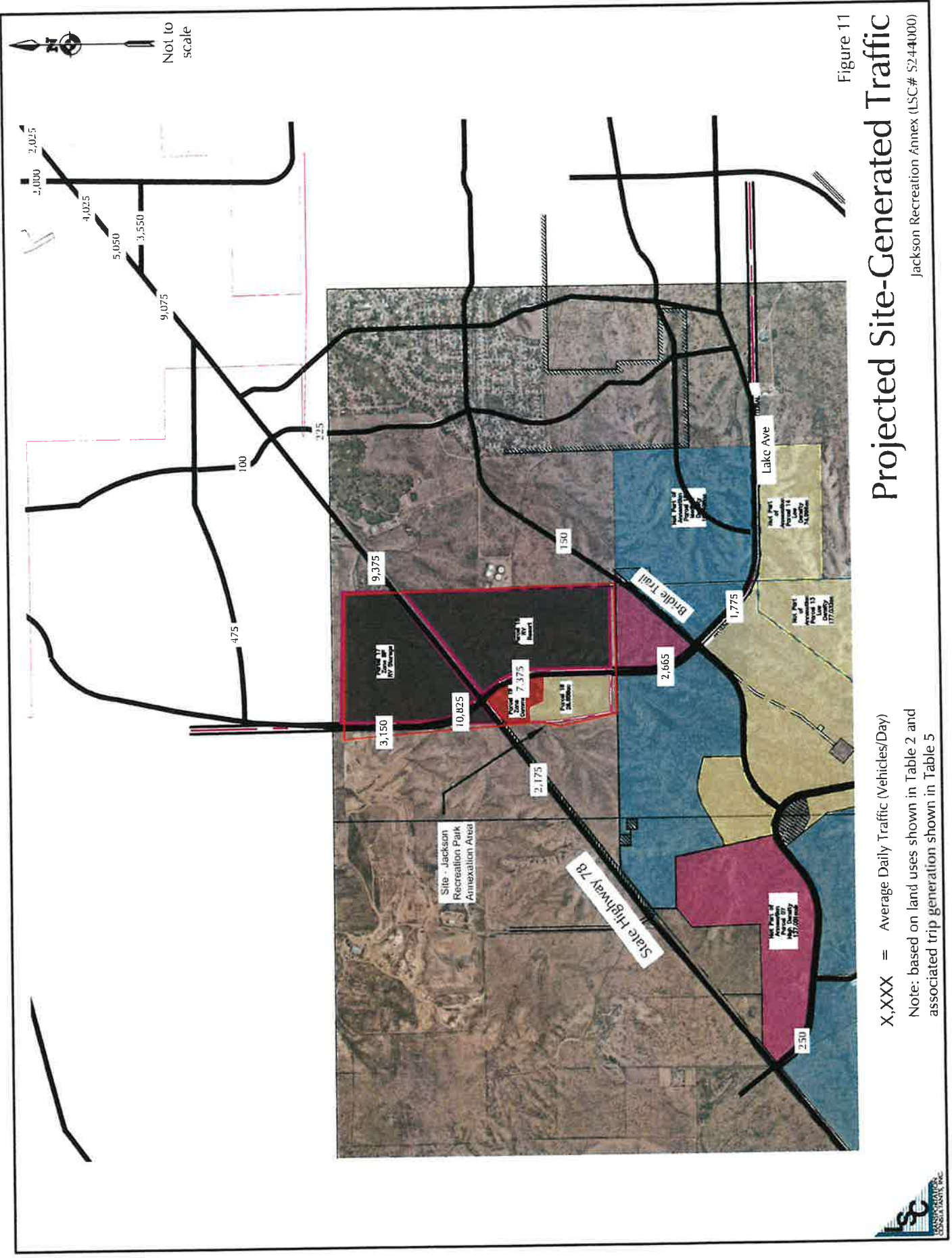
= Gate No. (please refer to trip distribution tables)

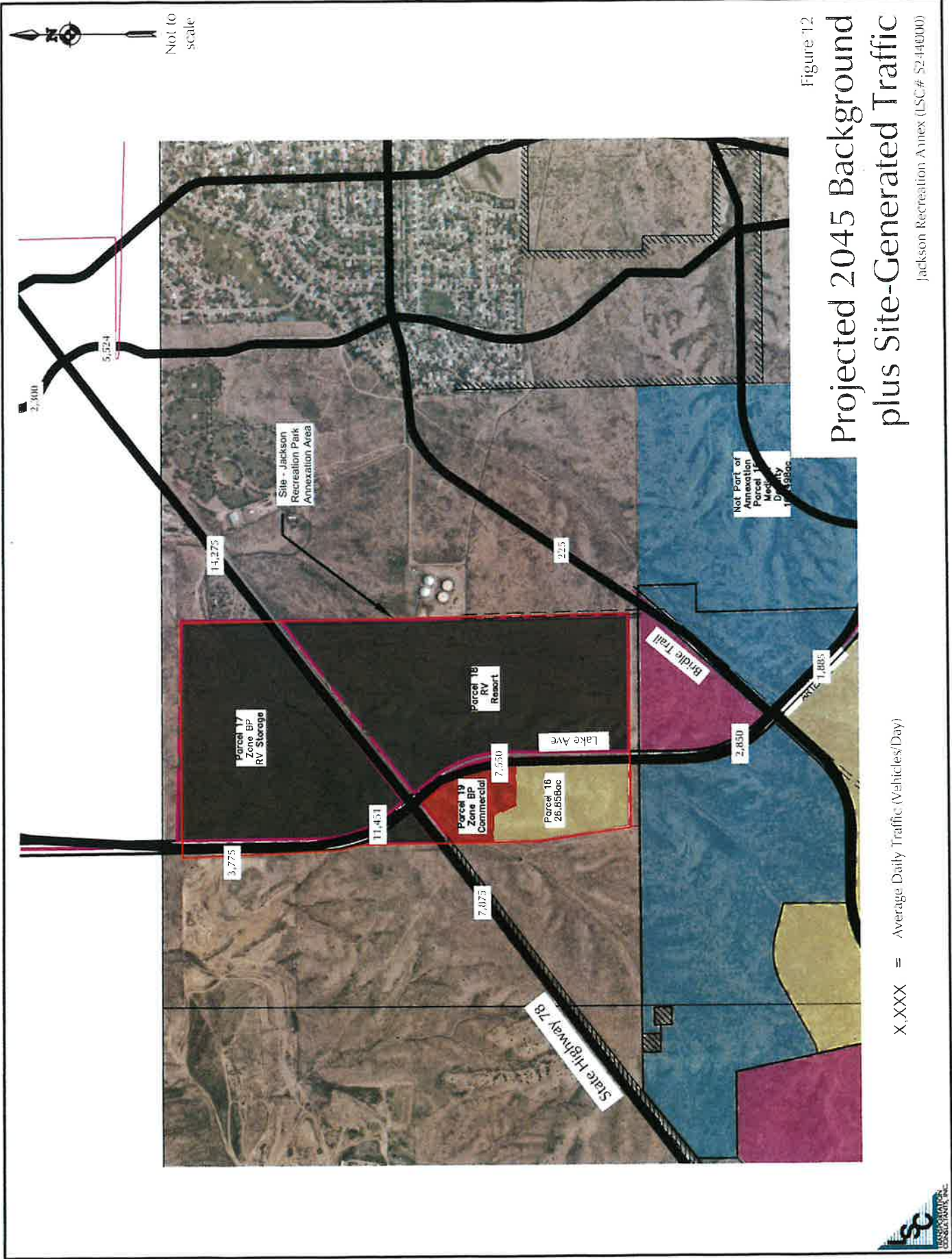
Figure 10

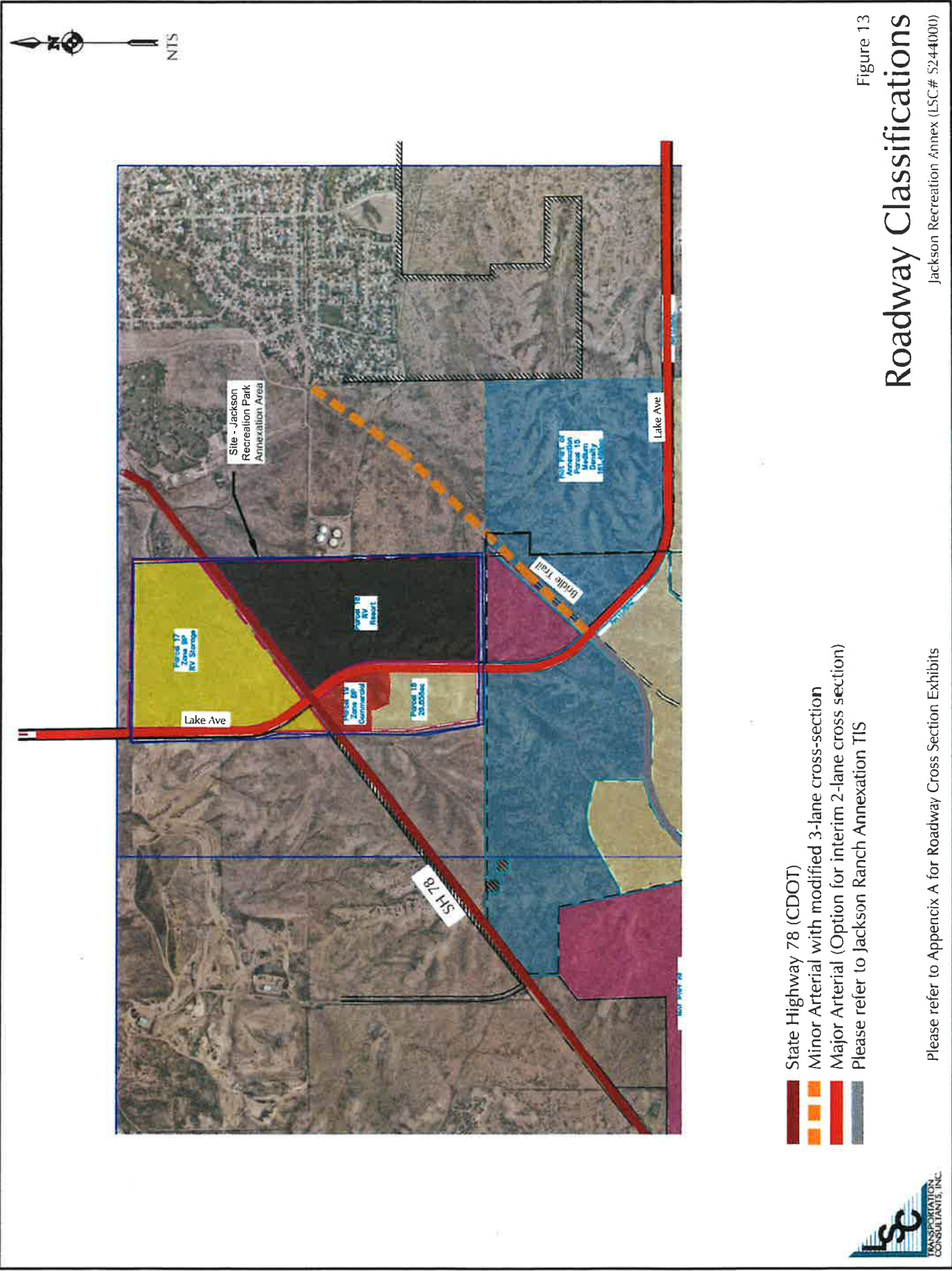
Directional Distribution "Gates"

Jackson Recreation Annex (LSC# S244000)









- State Highway 78 (CDOT)
- Minor Arterial with modified 3-lane cross-section
- Major Arterial (Option for interim 2-lane cross section)
- Please refer to Jackson Ranch Annexation TIS

Figure 13
Roadway Classifications
 Jackson Recreation Annex (LSC # S244000)

Please refer to Appendix A for Roadway Cross Section Exhibits



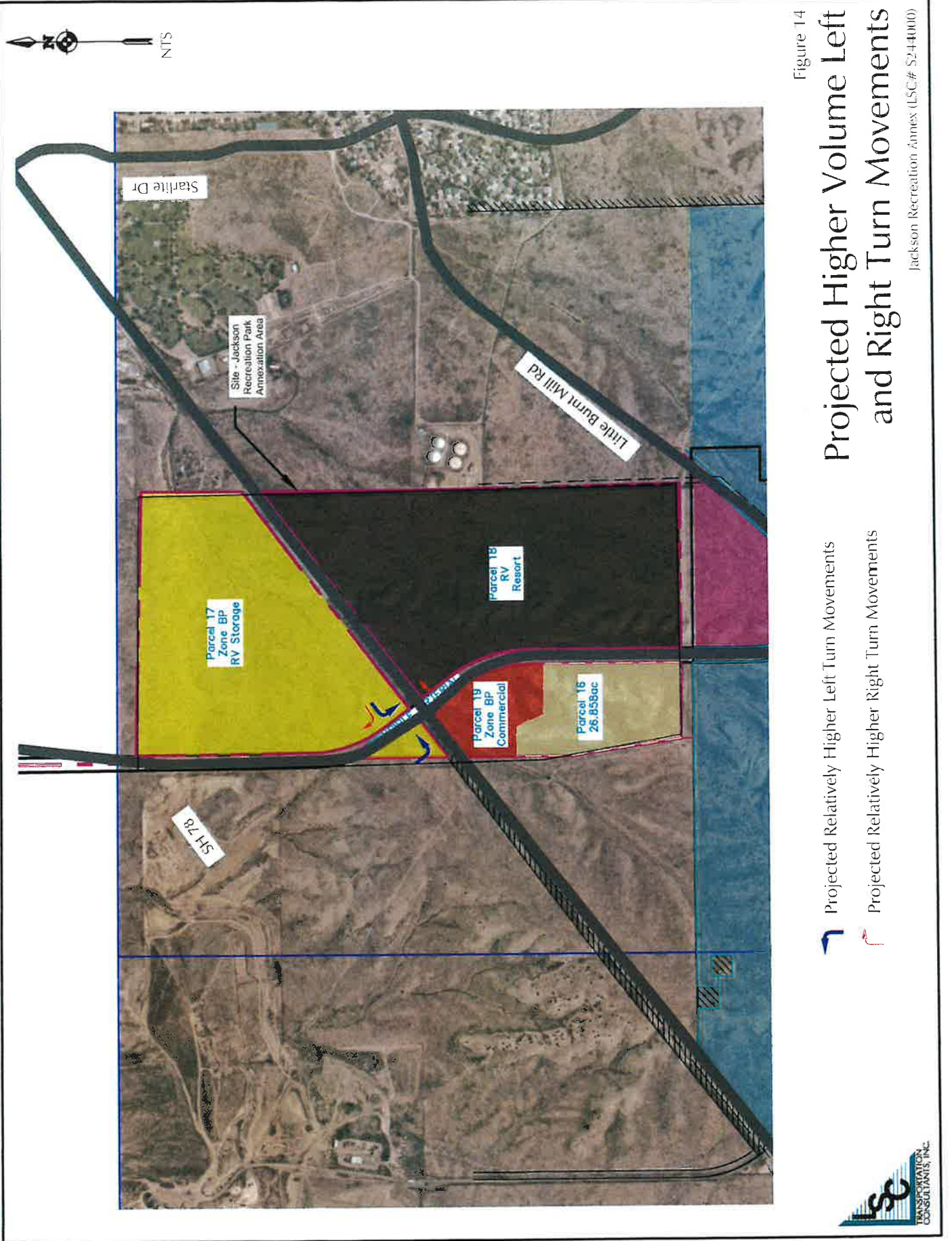


Figure 14

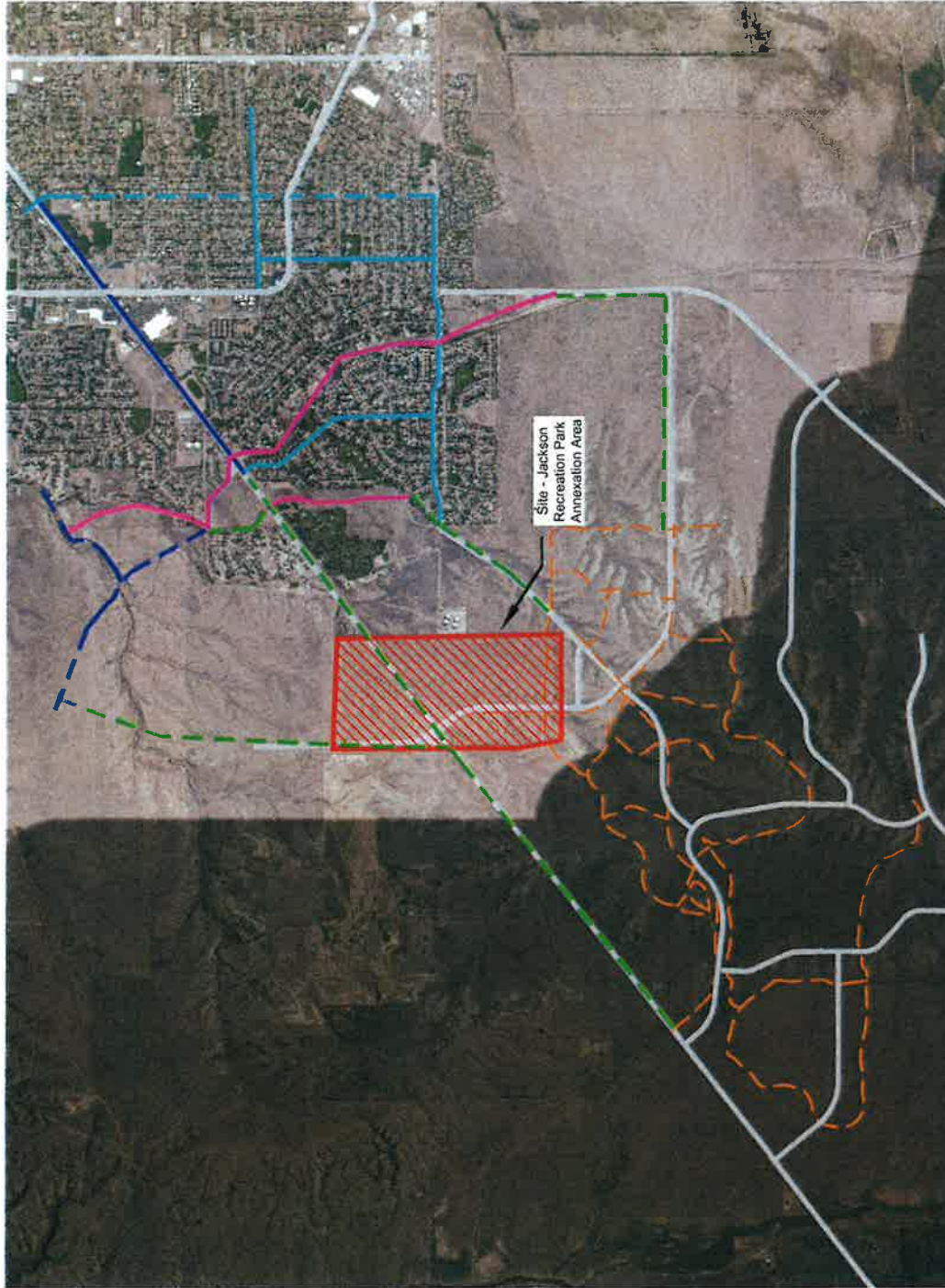
Projected Higher Volume Left and Right Turn Movements








Jackson Recreation Annex (LSC# 5244000)

Projected Relatively Higher Left Turn Movements

Projected Relatively Higher Right Turn Movements





-  Potential Future Non-Motorized Transportation Connections
-  Existing Pueblo Trails*
-  Unpaved Trail*
-  2040 Proposed Trails*
-  Signed Bike Route*
-  Proposed Bike Lane*
-  Non-Motorized, Multi-Use Trails (Jackson Ranch Plan)

*Source: 2045 Long Range
 Transportation Plan PACOG
 April 2020 - Figures 8.2 and
 8.3 2045 LRTP Vision Plan

Figure 15

Non-Motorized Transportation

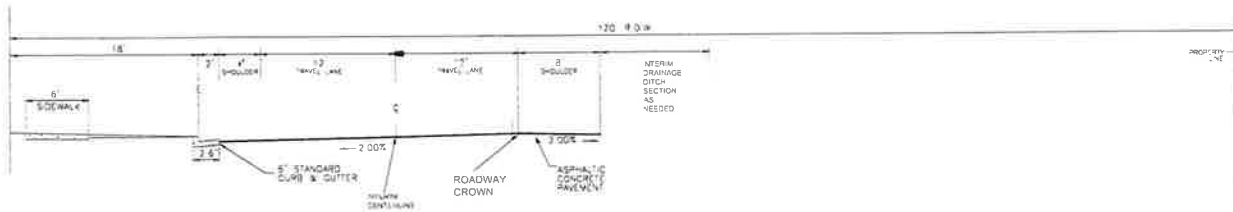
Jackson Recreation Annex (LSC# S244000)



Appendix A - Street Cross Sections by Roadway Classification



Arterial – Major Arterial (INTERIM 2-LANE)	
Land Use	Mixed Use
Function	Provides for continuous traffic movement connecting neighborhoods, areas and regional features at higher speeds with limited access.
Speed Limit	40 to 45 mph
Roadway Width	80' (INTERIM 38')
ROW	120'
Median	All principal arterials are divided roadways (NO MEDIAN FOR 2-LANE INTERIM)
Off-Street Parking	Adjacent properties must comply with zone district regulations
Sidewalk	6' minimum detached sidewalk or approved off road trail connection
Road Segment Length	Points of access must be approved by the Traffic Engineer and the Colorado Department of Transportation when roadway is classified as a State Highway
Emergency Access	Must retain a 20' clearance for emergency vehicles.



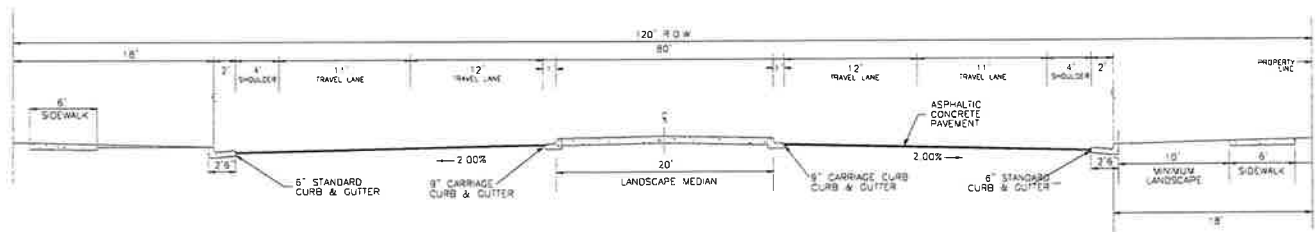
MAJOR ARTERIAL
 INTERIM
 TWO-LANE 38' ROADWAY
 120' RIGHT-OF-WAY
 STANDARD CURB & GUTTER
 (WEST SIDE)
 6' DETACHED SIDEWALK
 (WEST SIDE)

W/RIGHT TURN LANES:
 CROSS SECTION ON INTERSECTION
 APPROACHES WITH SOUTHBOUND
 RIGHT TURN DECELERATION LANES: 12'
 TURN LANE INSTEAD OF 4' OUTSIDE
 SHOULDER; SIDEWALK BUFFER
 REDUCES TO 2.75'

W/ SINGLE LEFT TURN LANES:
 CROSS SECTION ON
 INTERSECTION APPROACHES WITH
 SINGLE NORTHBOUND OR
 SOUTHBOUND LEFT TURN LANES:
 EXPAND CROSS SECTION TO THE
 EAST 12' FROM THE CROWN;
 PROVIDE NECESSARY REDIRECT
 TAPERS FOR THE NORTHBOUND
 THROUGH LANES

W/DUAL LEFT TURN LANES:
 CROSS SECTION ON INTERSECTION
 APPROACHES WITH DUAL NORTHBOUND
 LEFT TURN LANES: PROVIDE 6' ADDITIONAL
 RIGHT-OF-WAY EACH SIDE, SHIFT THIS
 CROSS SECTION 6' TO THE WEST AND
 EXPAND THE EAST SIDE PAVEMENT CROSS
 SECTION TO THE EAST 6'; PROVIDE
 NECESSARY REDIRECT TAPERS FOR THE
 NORTHBOUND AND SOUTHBOUND
 THROUGH LANES

Arterial – Major Arterial	
Land Use	Mixed Use
Function	Provides for continuous traffic movement connecting neighborhoods, areas and regional features at higher speeds with limited access.
Speed Limit	40 to 45 mph
Roadway Width	80'
ROW	120'
Median	All principal arterials are divided roadways
Off-Street Parking	Adjacent properties must comply with zone district regulations
Sidewalk	6' minimum detached sidewalk or approved off road trail connection
Road Segment Length	Points of access must be approved by the Traffic Engineer and the Colorado Department of Transportation when roadway is classified as a State Highway
Emergency Access	Must retain a 20' clearance for emergency vehicles.



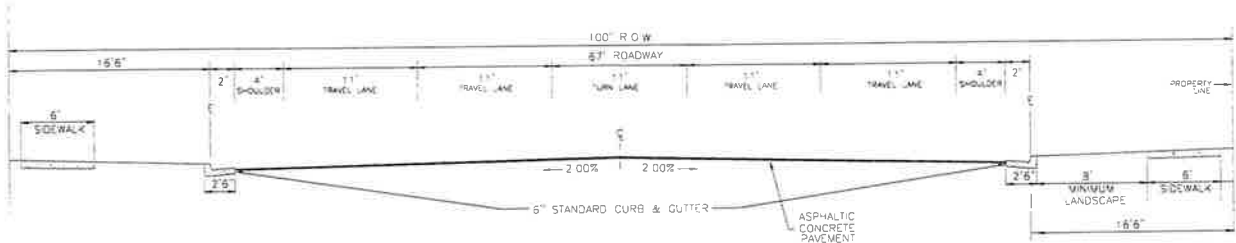
MAJOR ARTERIAL
 80' ROADWAY WITH 20' MEDIAN
 120' RIGHT-OF-WAY
 STANDARD CURB & GUTTER
 6' DETACHED SIDEWALK

165' ROW (for dual left turn lanes and right turn lanes at Major Intersections and 135' where cross section includes single left turn lanes and separate right turn lanes

3.6 ARTERIAL ROADWAYS:

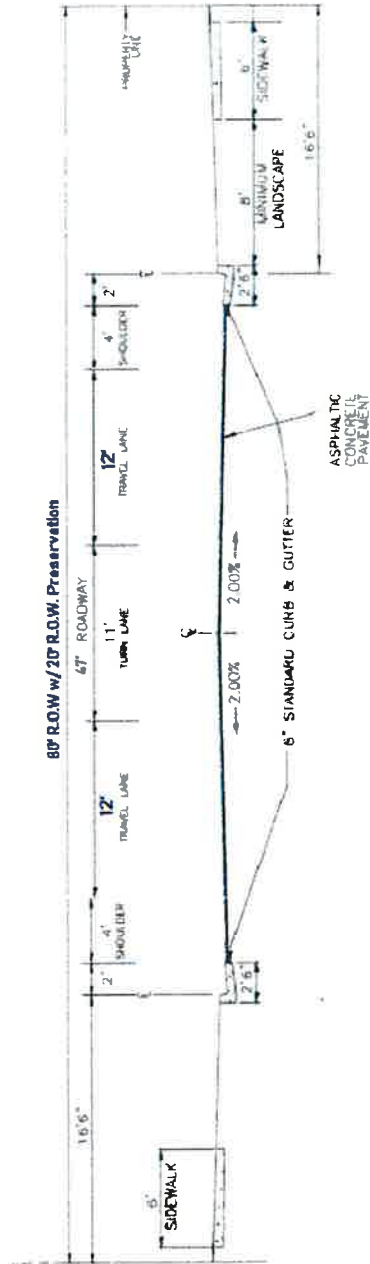
The City has two types of arterials; the minor arterial and the major arterial. Each of these arterials may be constructed as a Parkway according to the Citywide Parkway Plan.

Arterial – Minor Arterial	
Land Use	Mixed Use
Function	Provides for high capacity roadways which connect neighborhoods, areas and regional features with many points of access
Speed Limit	35 to 40 mph
Roadway Width	67' or 74' with landscaped median (2' curb -4'shoulder-11'lane-11'lane-1.5'curb – 16'median-1.5' curb - 11'lane-11'lane-4'shoulder-2'curb)
ROW	100' or 104' with a raised median
Off-Street Parking	Adjacent properties must comply with zone district regulations
Sidewalk	6' detached sidewalk or approved off road trail connection
Road Segment Length	Points of access must be approved by the Traffic Engineer and the Colorado Department of Transportation when roadway is classified as a State Highway
Emergency Access	Must retain a 20' clearance for emergency vehicles.



MINOR ARTERIAL
 67' ROADWAY
100' RIGHT-OF-WAY
 STANDARD CURB & GUTTER
 6' DETACHED SIDEWALK
 REQUIRES ADDITIONAL
 FOR RIGHT TURN LANES

Modified City Standard Minor Arterial
 (3-Lane Minor Arterial w/Corridor
 Preservation



80' ROW w/ 20' Corridor Preservation and
 88' ROW where cross section includes RT
 deceleration lanes.

Traffic Counts



LSC Transportation Consultants, Inc.

2504 E. Pikes Peak Ave, Suite 304
 Colorado Springs, CO 80909
 719-633-2868

File Name : Bandera Pkwy - Hwy 78 AM
 Site Code : S234050
 Start Date : 2/28/2023
 Page No : 1

Groups Printed- Unshifted

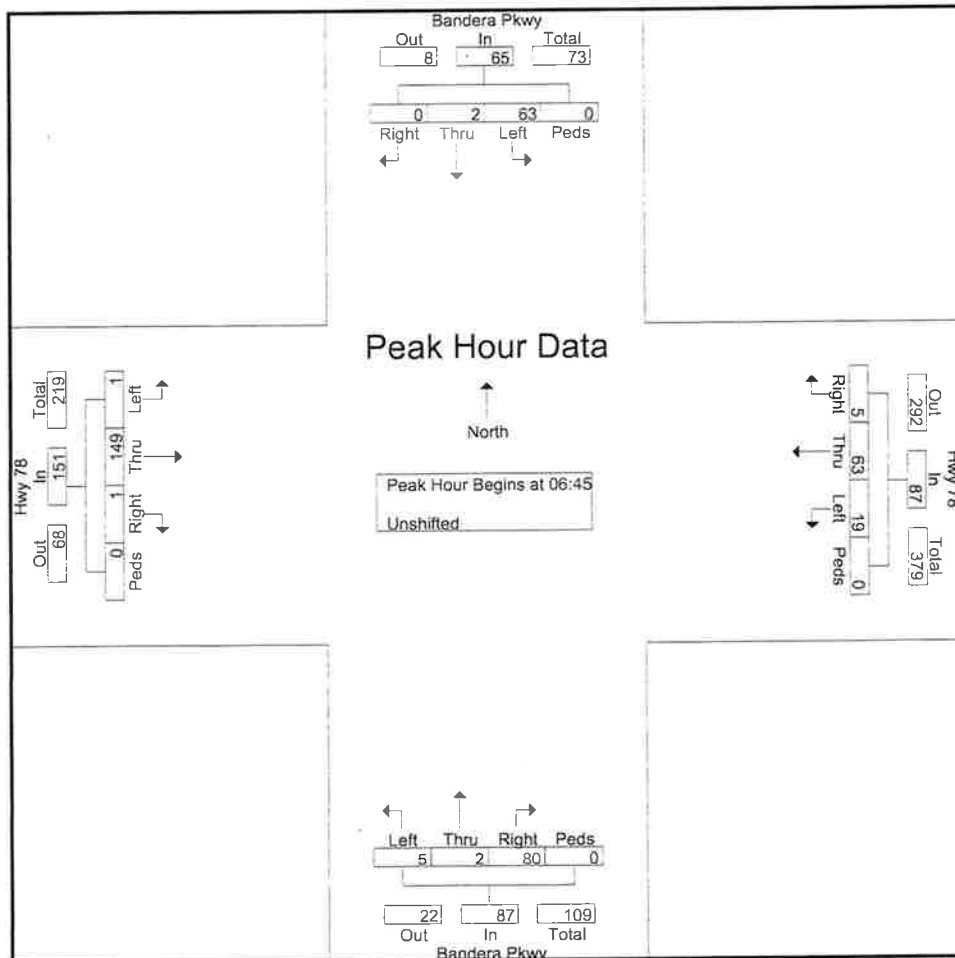
Start Time	Bandera Pkwy Southbound					Hwy 78 Westbound					Bandera Pkwy Northbound					Hwy 78 Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
06:30	0	0	2	0	2	0	4	1	0	5	1	1	0	0	2	0	8	0	0	8	8
06:35	0	0	2	0	2	0	4	0	0	4	5	0	0	0	5	0	8	0	0	8	19
06:40	0	0	3	0	3	0	9	0	0	9	3	0	0	0	3	0	5	0	0	5	20
06:45	0	0	4	0	4	0	12	2	0	14	4	0	0	0	4	0	18	0	0	18	40
06:50	0	0	4	0	4	0	9	3	0	12	6	0	0	0	6	0	18	0	0	18	40
06:55	0	0	1	0	1	1	2	0	0	3	4	0	0	0	4	0	20	0	0	20	28
Total	0	0	16	0	16	1	40	6	0	47	23	1	0	0	24	0	77	0	0	77	164
07:00	0	0	3	0	3	0	3	0	0	3	7	0	0	0	7	1	10	0	0	11	24
07:05	0	0	2	0	2	0	6	1	0	7	6	0	1	0	7	0	15	0	0	15	31
07:10	0	0	6	0	6	1	3	1	0	5	9	0	0	0	9	0	8	1	0	9	29
07:15	0	0	6	0	6	0	4	0	0	4	3	1	1	0	5	0	10	0	0	10	25
07:20	0	1	9	0	10	1	3	2	0	6	7	0	2	0	9	0	6	0	0	6	31
07:25	0	0	4	0	4	0	5	0	0	5	5	0	0	0	5	0	7	0	0	7	21
07:30	0	1	5	0	6	0	5	3	0	8	11	1	0	0	12	0	15	0	0	15	41
07:35	0	0	8	0	8	2	4	4	0	10	9	0	1	0	10	0	10	0	0	10	38
07:40	0	0	11	0	11	0	7	3	0	10	9	0	0	0	9	0	12	0	0	12	42
07:45	0	0	7	0	7	0	5	2	0	7	3	0	0	0	3	1	15	0	0	16	33
07:50	0	0	4	0	4	2	10	2	0	14	6	0	2	0	8	0	9	0	0	9	35
07:55	0	0	1	0	1	1	8	3	0	12	2	1	1	0	4	1	14	0	0	15	32
Total	0	2	66	0	68	7	63	21	0	91	77	3	8	0	88	3	131	1	0	135	382
08:00	0	0	4	0	4	2	5	6	0	13	2	1	0	0	3	0	6	0	0	6	26
08:05	0	0	1	0	1	2	4	2	0	8	4	0	0	0	4	0	8	0	0	8	21
08:10	0	0	5	0	5	1	4	0	0	5	2	0	0	0	2	0	9	0	0	9	21
08:15	0	1	5	0	6	0	8	1	0	9	5	0	0	0	5	0	6	0	0	6	26
08:20	0	0	0	0	0	1	13	2	0	16	4	0	1	0	5	0	6	0	0	6	27
08:25	0	0	3	0	3	3	8	5	0	16	1	0	0	0	1	0	12	0	0	12	32
Grand Total	0	3	100	0	103	17	145	43	0	205	118	5	9	0	132	3	255	1	0	259	699
Apprch %	0	2.9	97.1	0		8.3	70.7	21	0		89.4	3.8	6.8	0		1.2	98.5	0.4	0		
Total %	0	0.4	14.3	0	14.7	2.4	20.7	6.2	0	29.3	16.9	0.7	1.3	0	18.9	0.4	36.5	0.1	0	37.1	

LSC Transportation Consultants, Inc.

2504 E. Pikes Peak Ave, Suite 304
 Colorado Springs, CO 80909
 719-633-2868

File Name : Bandera Pkwy - Hwy 78 AM
 Site Code : S234050
 Start Date : 2/28/2023
 Page No : 2

Start Time	Bandera Pkwy Southbound					Hwy 78 Westbound					Bandera Pkwy Northbound					Hwy 78 Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 06:30 to 08:25 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 06:45																					
06:45	0	0	4	0	4	0	12	2	0	14	4	0	0	0	4	0	18	0	0	18	40
06:50	0	0	4	0	4	0	9	3	0	12	6	0	0	0	6	0	18	0	0	18	40
06:55	0	0	1	0	1	1	2	0	0	3	4	0	0	0	4	0	20	0	0	20	28
07:00	0	0	3	0	3	0	3	0	0	3	7	0	0	0	7	1	10	0	0	11	24
07:05	0	0	2	0	2	0	6	1	0	7	6	0	1	0	7	0	15	0	0	15	31
07:10	0	0	6	0	6	1	3	1	0	5	9	0	0	0	9	0	8	1	0	9	29
07:15	0	0	6	0	6	0	4	0	0	4	3	1	1	0	5	0	10	0	0	10	25
07:20	0	1	9	0	10	1	3	2	0	6	7	0	2	0	9	0	6	0	0	6	31
07:25	0	0	4	0	4	0	5	0	0	5	5	0	0	0	5	0	7	0	0	7	21
07:30	0	1	5	0	6	0	5	3	0	8	11	1	0	0	12	0	15	0	0	15	41
07:35	0	0	8	0	8	2	4	4	0	10	9	0	1	0	10	0	10	0	0	10	38
07:40	0	0	11	0	11	0	7	3	0	10	9	0	0	0	9	0	12	0	0	12	42
Total Volume	0	2	63	0	65	5	63	19	0	87	80	2	5	0	87	1	149	1	0	151	390
% App. Total	0	3.1	96.9	0		5.7	72.4	21.8	0		92	2.3	5.7	0		0.7	98.7	0.7	0		
PHF	.000	.167	.477	.000	.492	.208	.438	.396	.000	.518	.606	.167	.208	.000	.604	.083	.621	.083	.000	.629	.774

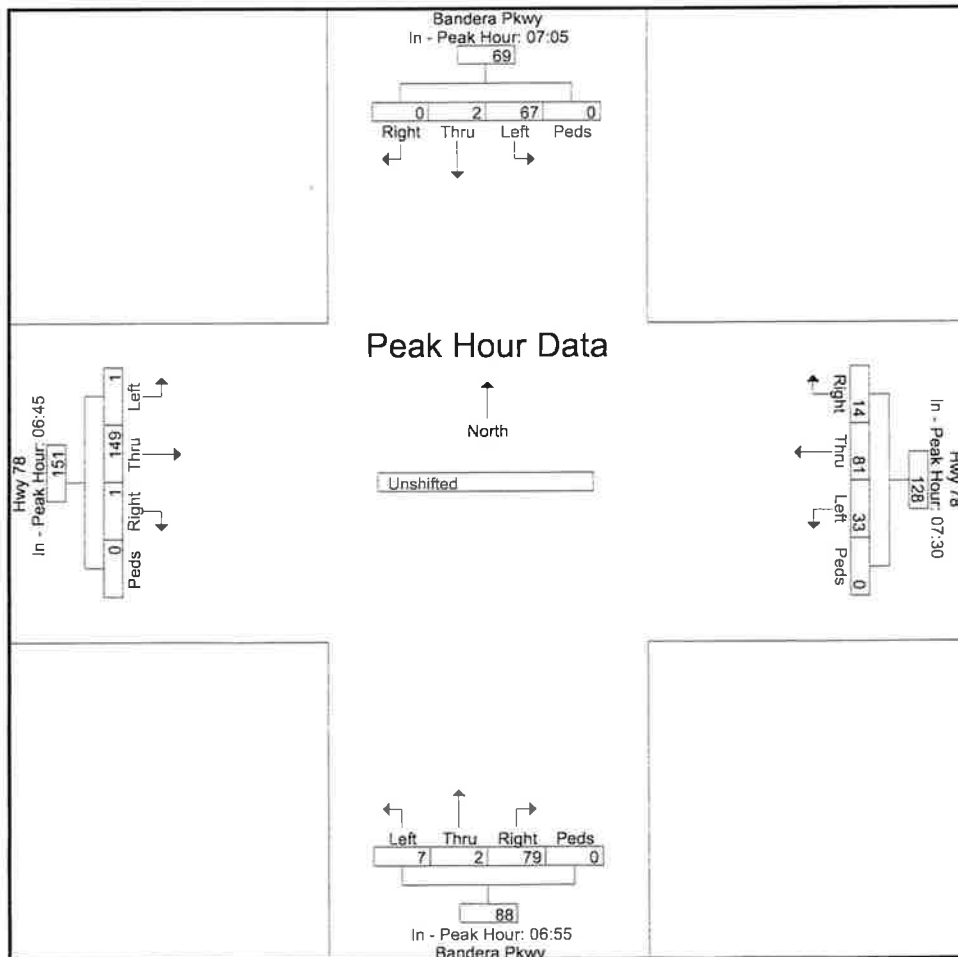


LSC Transportation Consultants, Inc.

2504 E. Pikes Peak Ave, Suite 304
 Colorado Springs, CO 80909
 719-633-2868

File Name : Bandera Pkwy - Hwy 78 AM
 Site Code : S234050
 Start Date : 2/28/2023
 Page No : 3

Start Time	Bandera Pkwy Southbound					Hwy 78 Westbound					Bandera Pkwy Northbound					Hwy 78 Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 06:30 to 08:25 - Peak 1 of 1																					
Peak Hour for Each Approach Begins at:																					
	07:05					07:30					06:55					06:45					
+0 mins.	0	0	2	0	2	0	5	3	0	8	4	0	0	0	4	0	18	0	0	18	
+5 mins.	0	0	6	0	6	2	4	4	0	10	7	0	0	0	7	0	18	0	0	18	
+10 mins.	0	0	6	0	6	0	7	3	0	10	6	0	1	0	7	0	20	0	0	20	
+15 mins.	0	1	9	0	10	0	5	2	0	7	9	0	0	0	9	1	10	0	0	11	
+20 mins.	0	0	4	0	4	2	10	2	0	14	3	1	1	0	5	0	15	0	0	15	
+25 mins.	0	1	5	0	6	1	8	3	0	12	7	0	2	0	9	0	8	1	0	9	
+30 mins.	0	0	8	0	8	2	5	6	0	13	5	0	0	0	5	0	10	0	0	10	
+35 mins.	0	0	11	0	11	2	4	2	0	8	11	1	0	0	12	0	6	0	0	6	
+40 mins.	0	0	7	0	7	1	4	0	0	5	9	0	1	0	10	0	7	0	0	7	
+45 mins.	0	0	4	0	4	0	8	1	0	9	9	0	0	0	9	0	15	0	0	15	
+50 mins.	0	0	1	0	1	1	13	2	0	16	3	0	0	0	3	0	10	0	0	10	
+55 mins.	0	0	4	0	4	3	8	5	0	16	6	0	2	0	8	0	12	0	0	12	
Total Volume	0	2	67	0	69	14	81	33	0	128	79	2	7	0	88	1	149	1	0	151	
% App. Total	0	2.9	97.1	0		10.9	63.3	25.8	0		89.8	2.3	8	0		0.7	98.7	0.7	0		
PHF	.000	.167	.508	.000	.523	.389	.519	.458	.000	.667	.598	.167	.292	.000	.611	.083	.621	.083	.000	.629	



LSC Transportation Consultants, Inc.

2504 E. Pikes Peak Ave, Suite 304
 Colorado Springs, CO 80909
 719-633-2868

File Name : Bandera Pkwy - Hwy 78 PM
 Site Code : S234050
 Start Date : 2/28/2023
 Page No : 1

Groups Printed- Unshifted

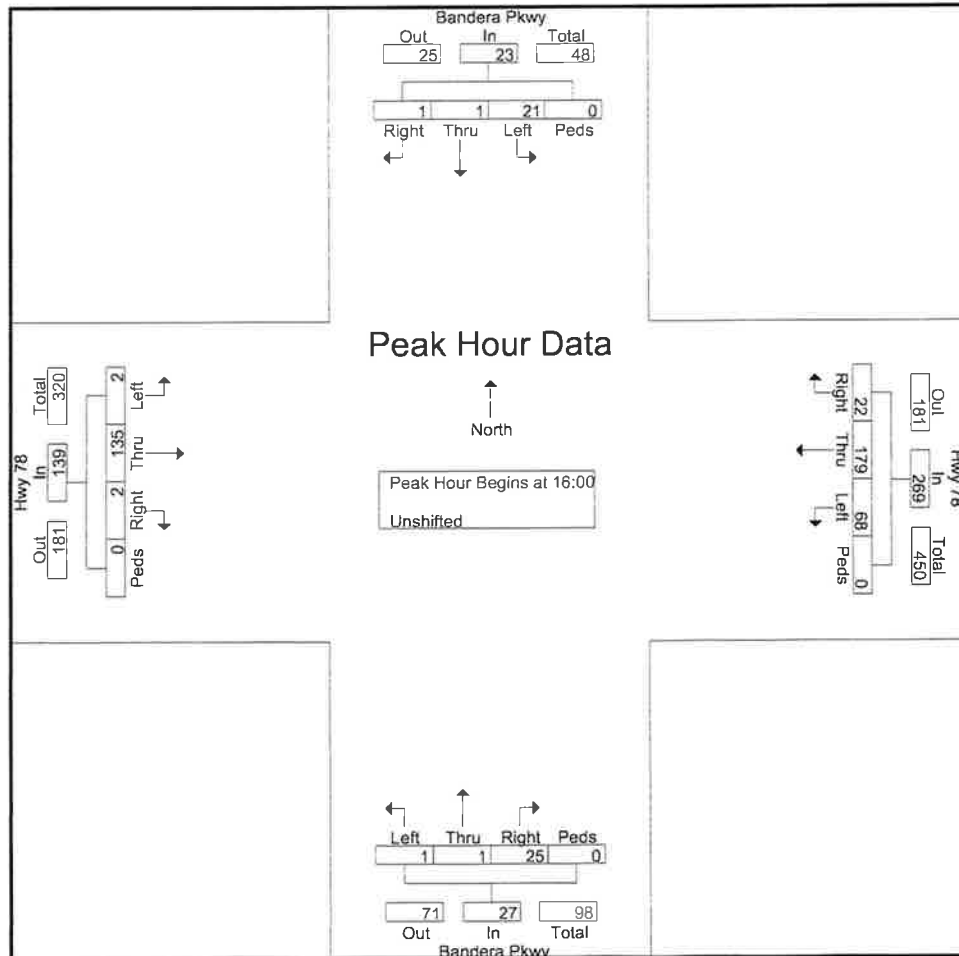
Start Time	Bandera Pkwy Southbound					Hwy 78 Westbound					Bandera Pkwy Northbound					Hwy 78 Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
16:00	0	0	1	0	1	2	15	6	0	23	2	0	0	0	2	0	20	0	0	20	46
16:05	0	0	2	0	2	3	13	8	0	24	1	0	0	0	1	0	21	0	0	21	48
16:10	0	0	1	0	1	2	9	5	0	16	0	0	0	0	0	1	13	0	0	14	31
16:15	0	0	1	0	1	2	17	9	0	28	2	0	0	0	2	0	9	1	0	10	41
16:20	0	0	4	0	4	0	13	6	0	19	2	0	0	0	2	0	9	0	0	9	34
16:25	0	0	4	0	4	2	17	8	0	27	1	0	1	0	2	0	12	1	0	13	46
16:30	0	0	0	0	0	3	18	1	0	22	6	0	0	0	6	1	13	0	0	14	42
16:35	1	0	1	0	2	2	13	5	0	20	1	1	0	0	2	0	9	0	0	9	33
16:40	0	0	1	0	1	2	18	3	0	23	5	0	0	0	5	0	6	0	0	6	35
16:45	0	0	3	0	3	0	12	6	0	18	3	0	0	0	3	0	10	0	0	10	34
16:50	0	1	1	0	2	0	19	9	0	28	1	0	0	0	1	0	6	0	0	6	37
16:55	0	0	2	0	2	4	15	2	0	21	1	0	0	0	1	0	7	0	0	7	31
Total	1	1	21	0	23	22	179	68	0	269	25	1	1	0	27	2	135	2	0	139	458
17:00	0	0	6	0	6	0	14	4	0	18	1	0	0	0	1	0	2	0	0	2	27
17:05	0	0	2	0	2	3	15	3	0	21	4	0	0	0	4	0	12	0	0	12	39
17:10	0	0	2	0	2	4	8	1	0	13	2	1	0	0	3	0	10	0	0	10	28
17:15	0	0	5	0	5	3	16	11	0	30	5	0	0	0	5	0	12	0	0	12	52
17:20	0	0	3	0	3	4	15	8	0	27	2	1	0	0	3	0	7	0	0	7	40
17:25	0	0	1	0	1	1	18	7	0	26	1	0	0	0	1	1	4	0	0	5	33
17:30	1	0	0	0	1	4	10	10	0	24	2	1	0	0	3	0	5	0	0	5	33
17:35	0	0	3	0	3	2	12	3	0	17	1	0	0	0	1	0	0	0	0	0	21
17:40	0	0	0	0	0	1	11	9	0	21	2	0	0	0	2	0	8	2	0	10	33
17:45	0	0	2	0	2	2	7	3	0	12	11	1	1	0	13	0	2	0	0	2	29
17:50	0	1	3	0	4	3	9	5	0	17	3	1	0	0	4	0	6	0	0	6	31
17:55	0	0	6	0	6	1	7	3	0	11	1	0	0	0	1	1	3	0	0	4	22
Total	1	1	33	0	35	28	142	67	0	237	35	5	1	0	41	2	71	2	0	75	388
Grand Total	2	2	54	0	58	50	321	135	0	506	60	6	2	0	68	4	206	4	0	214	846
Apprch %	3.4	3.4	93.1	0		9.9	63.4	26.7	0		88.2	8.8	2.9	0		1.9	96.3	1.9	0		
Total %	0.2	0.2	6.4	0	6.9	5.9	37.9	16	0	59.8	7.1	0.7	0.2	0	8	0.5	24.3	0.5	0	25.3	

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File Name : Bandera Pkwy - Hwy 78 PM
 Site Code : S234050
 Start Date : 2/28/2023
 Page No : 2

Start Time	Bandera Pkwy Southbound					Hwy 78 Westbound					Bandera Pkwy Northbound					Hwy 78 Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 16:00 to 17:55 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 16:00																					
16:00	0	0	1	0	1	2	15	6	0	23	2	0	0	0	2	0	20	0	0	20	46
16:05	0	0	2	0	2	3	13	8	0	24	1	0	0	0	1	0	21	0	0	21	48
16:10	0	0	1	0	1	2	9	5	0	16	0	0	0	0	0	1	13	0	0	14	31
16:15	0	0	1	0	1	2	17	9	0	28	2	0	0	0	2	0	9	1	0	10	41
16:20	0	0	4	0	4	0	13	6	0	19	2	0	0	0	2	0	9	0	0	9	34
16:25	0	0	4	0	4	2	17	8	0	27	1	0	1	0	2	0	12	1	0	13	46
16:30	0	0	0	0	0	3	18	1	0	22	6	0	0	0	6	1	13	0	0	14	42
16:35	1	0	1	0	2	2	13	5	0	20	1	1	0	0	2	0	9	0	0	9	33
16:40	0	0	1	0	1	2	18	3	0	23	5	0	0	0	5	0	6	0	0	6	35
16:45	0	0	3	0	3	0	12	6	0	18	3	0	0	0	3	0	10	0	0	10	34
16:50	0	1	1	0	2	0	19	9	0	28	1	0	0	0	1	0	6	0	0	6	37
16:55	0	0	2	0	2	4	15	2	0	21	1	0	0	0	1	0	7	0	0	7	31
Total Volume	1	1	21	0	23	22	179	68	0	269	25	1	1	0	27	2	135	2	0	139	458
% App. Total	4.3	4.3	91.3	0		8.2	66.5	25.3	0		92.6	3.7	3.7	0		1.4	97.1	1.4	0		
PHF	.083	.083	.438	.000	.479	.458	.785	.630	.000	.801	.347	.083	.083	.000	.375	.167	.536	.167	.000	.552	.795

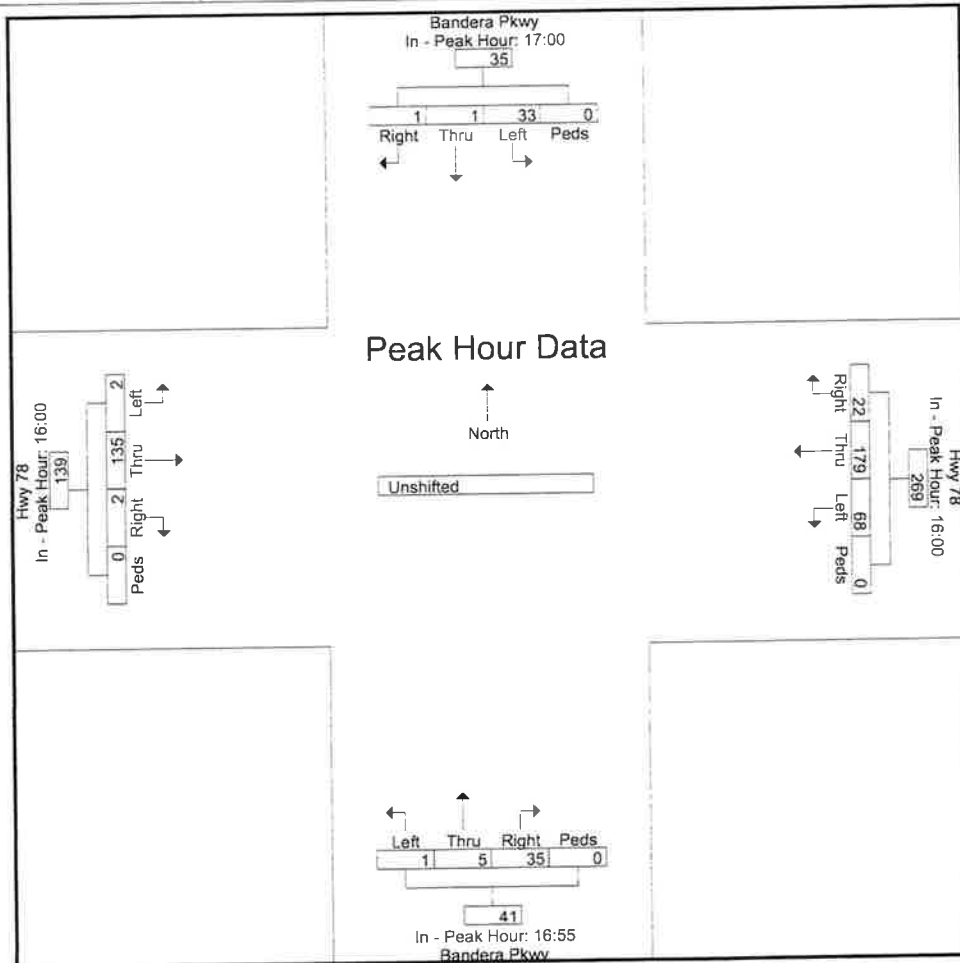


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File Name : Bandera Pkwy - Hwy 78 PM
 Site Code : S234050
 Start Date : 2/28/2023
 Page No : 3

Start Time	Bandera Pkwy Southbound					Hwy 78 Westbound					Bandera Pkwy Northbound					Hwy 78 Eastbound					
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour Analysis From 16:00 to 17:55 - Peak 1 of 1																					
Peak Hour for Each Approach Begins at:																					
	17:00					16:00					16:55					16:00					
+0 mins.	0	0	6	0	6	2	15	6	0	23	1	0	0	0	1	0	20	0	0	20	
+5 mins.	0	0	2	0	2	3	13	8	0	24	1	0	0	0	1	0	21	0	0	21	
+10 mins.	0	0	2	0	2	2	9	5	0	16	4	0	0	0	4	1	13	0	0	14	
+15 mins.	0	0	5	0	5	2	17	9	0	28	2	1	0	0	3	0	9	1	0	10	
+20 mins.	0	0	3	0	3	0	13	6	0	19	5	0	0	0	5	0	9	0	0	9	
+25 mins.	0	0	1	0	1	2	17	8	0	27	2	1	0	0	3	0	12	1	0	13	
+30 mins.	1	0	0	0	1	3	18	1	0	22	1	0	0	0	1	1	13	0	0	14	
+35 mins.	0	0	3	0	3	2	13	5	0	20	2	1	0	0	3	0	9	0	0	9	
+40 mins.	0	0	0	0	0	2	18	3	0	23	1	0	0	0	1	0	6	0	0	6	
+45 mins.	0	0	2	0	2	0	12	6	0	18	2	0	0	0	2	0	10	0	0	10	
+50 mins.	0	1	3	0	4	0	19	9	0	28	11	1	1	0	13	0	6	0	0	6	
+55 mins.	0	0	6	0	6	4	15	2	0	21	3	1	0	0	4	0	7	0	0	7	
Total Volume	1	1	33	0	35	22	179	68	0	269	35	5	1	0	41	2	135	2	0	139	
% App. Total	2.9	2.9	94.3	0		8.2	66.5	25.3	0		85.4	12.2	2.4	0		1.4	97.1	1.4	0		
PHF	.083	.083	.458	.000	.486	.458	.785	.630	.000	.801	.265	.417	.083	.000	.263	.167	.536	.167	.000	.552	



Trip Distribution Tables





Jackson Recreation Park Annexation

8/16/2024

Trip Distribution summary

Zone / Gate	Zone 39: Zone			
	To Zone:		From Zone:	
	Share %	Trips	Share %	Trips
Intentionally Blank				
1: US 50	18.00	1030	18.00	1028
2: Pueblo Community College	4.00	229	4.00	229
3: SH 78 + Prairie Ave	13.00	744	13.00	744
4: Lake Minnequa	3.00	172	3.00	172
5: I-25 North	8.00	458	8.00	458
6: I-25 South	4.00	229	4.00	229
7: SH 78 Southwest	4.00	229	4.00	229
8: Lake Pueblo South	4.00	229	4.00	229
29: Regency	4.00	229	4.00	229
30: Northern Walmart	8.00	458	8.00	458
31: Prairie Walmart	5.00	286	5.00	286
32: W of Exit 94	5.00	286	5.00	286
33: E Southpointe	8.00	458	8.00	458
34: Highland Park	5.00	286	5.00	286
37: Gate	7.00	400	7.00	400
Total	100.00	5723	100.00	5721

Zone / Gate	Zone 40: Zone			
	To Zone:		From Zone:	
	Share %	Trips	Share %	Trips
Intentionally Blank				
1: US 50	0.00	0	0.00	0
2: Pueblo Community College	0.00	0	0.00	0
3: SH 78 + Prairie Ave	60.00	109	40.00	73
4: Lake Minnequa	0.00	0	0.00	0
5: I-25 North	0.00	0	0.00	0
6: I-25 South	0.00	0	0.00	0
7: SH 78 Southwest	40.00	73	60.00	109
8: Lake Pueblo South	0.00	0	0.00	0
29: Regency	0.00	0	0.00	0
30: Northern Walmart	0.00	0	0.00	0
31: Prairie Walmart	0.00	0	0.00	0
32: W of Exit 94	0.00	0	0.00	0
33: E Southpointe	0.00	0	0.00	0
34: Highland Park	0.00	0	0.00	0
37: Gate	0.00	0	0.00	0
Total	100.00	182	100.00	182



Zone / Gate	Zone 41: Zone			
	To Zone:		From Zone:	
	Share %	Trips	Share %	Trips
Intentionally Blank				
1: US 50	30.00	281	30.00	280
2: Pueblo Community College	2.00	19	2.00	19
3: SH 78 + Prairie Ave	8.00	75	8.00	75
4: Lake Minnequa	2.00	19	2.00	19
5: I-25 North	15.00	140	15.00	140
6: I-25 South	8.00	75	8.00	75
7: SH 78 Southwest	3.00	28	3.00	28
8: Lake Pueblo South	5.00	47	5.00	47
29: Regency	2.00	19	2.00	19
30: Northern Walmart	16.00	150	16.00	150
31: Prairie Walmart	5.00	47	5.00	47
32: W of Exit 94	1.00	9	1.00	9
33: E Southpointe	1.00	9	1.00	9
34: Highland Park	1.00	9	1.00	9
37: Gate	1.00	9	1.00	9
Total	100.00	936	100.00	935

Zone / Gate	Zone 42: Zone			
	To Zone:		From Zone:	
	Share %	Trips	Share %	Trips
Intentionally Blank				
1: US 50	22.00	159	22.00	159
2: Pueblo Community College	8.00	58	8.00	58
3: SH 78 + Prairie Ave	13.00	94	13.00	94
4: Lake Minnequa	1.00	7	1.00	7
5: I-25 North	10.00	72	10.00	72
6: I-25 South	3.00	22	3.00	22
7: SH 78 Southwest	3.00	22	3.00	22
8: Lake Pueblo South	3.00	22	3.00	22
29: Regency	4.50	33	4.50	33
30: Northern Walmart	17.00	123	17.00	123
31: Prairie Walmart	4.00	29	4.00	29
32: W of Exit 94	2.50	18	2.50	18
33: E Southpointe	2.50	18	2.50	18
34: Highland Park	2.50	18	2.50	18
37: Gate	4.00	29	4.00	29
Total	100.00	724	100.00	724

Zone / Gate	Zone 43: Zone			
	To Zone:		From Zone:	
	Share %	Trips	Share %	Trips
Continued on the Next Page				

Zone / Gate	Zone 44: Zone			
	To Zone:		From Zone:	
	Share %	Trips	Share %	Trips
Continued on the Next Page				



Intentionally Blank

Intentionally Blank

1: US 50	12.00	40	12.00	40
2: Pueblo Community College	4.00	13	4.00	13
3: SH 78 + Prairie Ave	12.00	40	12.00	40
4: Lake Minnequa	1.00	3	1.00	3
5: I-25 North	2.00	7	2.00	7
6: I-25 South	1.00	3	1.00	3
7: SH 78 Southwest	6.00	20	6.00	20
8: Lake Pueblo South	3.00	10	3.00	10
29: Regency	15.00	50	15.00	50
30: Northern Walmart	5.00	17	5.00	17
31: Prairie Walmart	1.00	3	1.00	3
32: W of Exit 94	2.00	7	2.00	7
33: E Southpointe	3.00	10	3.00	10
34: Highland Park	15.00	50	15.00	50
37: Gate	18.00	60	18.00	60
Total	100.00	333	100.00	333

1: US 50	0.00	0	0.00	0
2: Pueblo Community College	0.00	0	0.00	0
3: SH 78 + Prairie Ave	40.00	286	60.00	429
4: Lake Minnequa	0.00	0	0.00	0
5: I-25 North	0.00	0	0.00	0
6: I-25 South	0.00	0	0.00	0
7: SH 78 Southwest	60.00	429	40.00	286
8: Lake Pueblo South	0.00	0	0.00	0
29: Regency	0.00	0	0.00	0
30: Northern Walmart	0.00	0	0.00	0
31: Prairie Walmart	0.00	0	0.00	0
32: W of Exit 94	0.00	0	0.00	0
33: E Southpointe	0.00	0	0.00	0
34: Highland Park	0.00	0	0.00	0
37: Gate	0.00	0	0.00	0
Total	100.00	715	100.00	715

Zone / Gate	Zone 45: Zone			
	To Zone:		From Zone:	
	Share %	Trips	Share %	Trips
Continued on the Next Page				

Zone / Gate	Zone 46: Zone			
	To Zone:		From Zone:	
	Share %	Trips	Share %	Trips
Continued on the Next Page				



Intentionally Blank

1: US 50	12.00	26	12.00	26
2: Pueblo Community College	4.00	9	4.00	9
3: SH 78 + Prairie Ave	12.00	26	12.00	26
4: Lake Minnequa	1.00	2	1.00	2
5: I-25 North	2.00	4	2.00	4
6: I-25 South	1.00	2	1.00	2
7: SH 78 Southwest	6.00	13	6.00	13
8: Lake Pueblo South	3.00	6	3.00	6
29: Regency	15.00	32	15.00	32
30: Northern Walmart	5.00	11	5.00	11
31: Prairie Walmart	1.00	2	1.00	2
32: W of Exit 94	2.00	4	2.00	4
33: E Southpointe	3.00	6	3.00	6
34: Highland Park	15.00	32	15.00	32
37: Gate	18.00	39	18.00	41
Total	100.00	214	100.00	216

Intentionally Blank

1: US 50	0.00	0	0.00	0
2: Pueblo Community College	0.00	0	0.00	0
3: SH 78 + Prairie Ave	50.00	97	50.00	97
4: Lake Minnequa	0.00	0	0.00	0
5: I-25 North	0.00	0	0.00	0
6: I-25 South	0.00	0	0.00	0
7: SH 78 Southwest	50.00	97	50.00	96
8: Lake Pueblo South	0.00	0	0.00	0
29: Regency	0.00	0	0.00	0
30: Northern Walmart	0.00	0	0.00	0
31: Prairie Walmart	0.00	0	0.00	0
32: W of Exit 94	0.00	0	0.00	0
33: E Southpointe	0.00	0	0.00	0
34: Highland Park	0.00	0	0.00	0
37: Gate	0.00	0	0.00	0
Total	100.00	194	100.00	193

Continued on the Next Page

Zone / Gate	Zone 47: Zone			
	To Zone:		From Zone:	
	Share %	Trips	Share %	Trips
Continued on the Next Page				

Continued on the Next Page

Zone / Gate	Zone 48: Zone			
	To Zone:		From Zone:	
	Share %	Trips	Share %	Trips
Continued on the Next Page				



Intentionally Blank

Intentionally Blank

1: US 50	12.00	22	12.00	22
2: Pueblo Community College	4.00	7	4.00	7
3: SH 78 + Prairie Ave	12.00	22	12.00	22
4: Lake Minnequa	1.00	2	1.00	2
5: I-25 North	2.00	4	2.00	4
6: I-25 South	1.00	2	1.00	2
7: SH 78 Southwest	6.00	11	6.00	11
8: Lake Pueblo South	3.00	6	3.00	6
29: Regency	15.00	28	15.00	28
30: Northern Walmart	5.00	9	5.00	9
31: Prairie Walmart	1.00	2	1.00	2
32: W of Exit 94	2.00	4	2.00	4
33: E Southpointe	3.00	6	3.00	6
34: Highland Park	15.00	28	15.00	28
37: Gate	18.00	34	18.00	34
Total	100.00	187	100.00	187

1: US 50	0.00	0	0.00	0
2: Pueblo Community College	0.00	0	0.00	0
3: SH 78 + Prairie Ave	60.00	100	40.00	67
4: Lake Minnequa	0.00	0	0.00	0
5: I-25 North	0.00	0	0.00	0
6: I-25 South	0.00	0	0.00	0
7: SH 78 Southwest	40.00	67	60.00	100
8: Lake Pueblo South	0.00	0	0.00	0
29: Regency	0.00	0	0.00	0
30: Northern Walmart	0.00	0	0.00	0
31: Prairie Walmart	0.00	0	0.00	0
32: W of Exit 94	0.00	0	0.00	0
33: E Southpointe	0.00	0	0.00	0
34: Highland Park	0.00	0	0.00	0
37: Gate	0.00	0	0.00	0
Total	100.00	167	100.00	167



OVERALL SERVICE AND LAND USE PLAN

LEGEND

- Medical District
- Airport
- Water and Sewer
- Utility
- 30' Right of Way
- 60' Right of Way
- 120' Right of Way
- 150' Right of Way
- 200' Right of Way
- 300' Right of Way
- 400' Right of Way
- 500' Right of Way
- 600' Right of Way
- 700' Right of Way
- 800' Right of Way
- 900' Right of Way
- 1000' Right of Way
- 1200' Right of Way
- 1500' Right of Way
- 2000' Right of Way
- 3000' Right of Way
- 4000' Right of Way
- 5000' Right of Way
- 6000' Right of Way
- 7000' Right of Way
- 8000' Right of Way
- 9000' Right of Way
- 10000' Right of Way

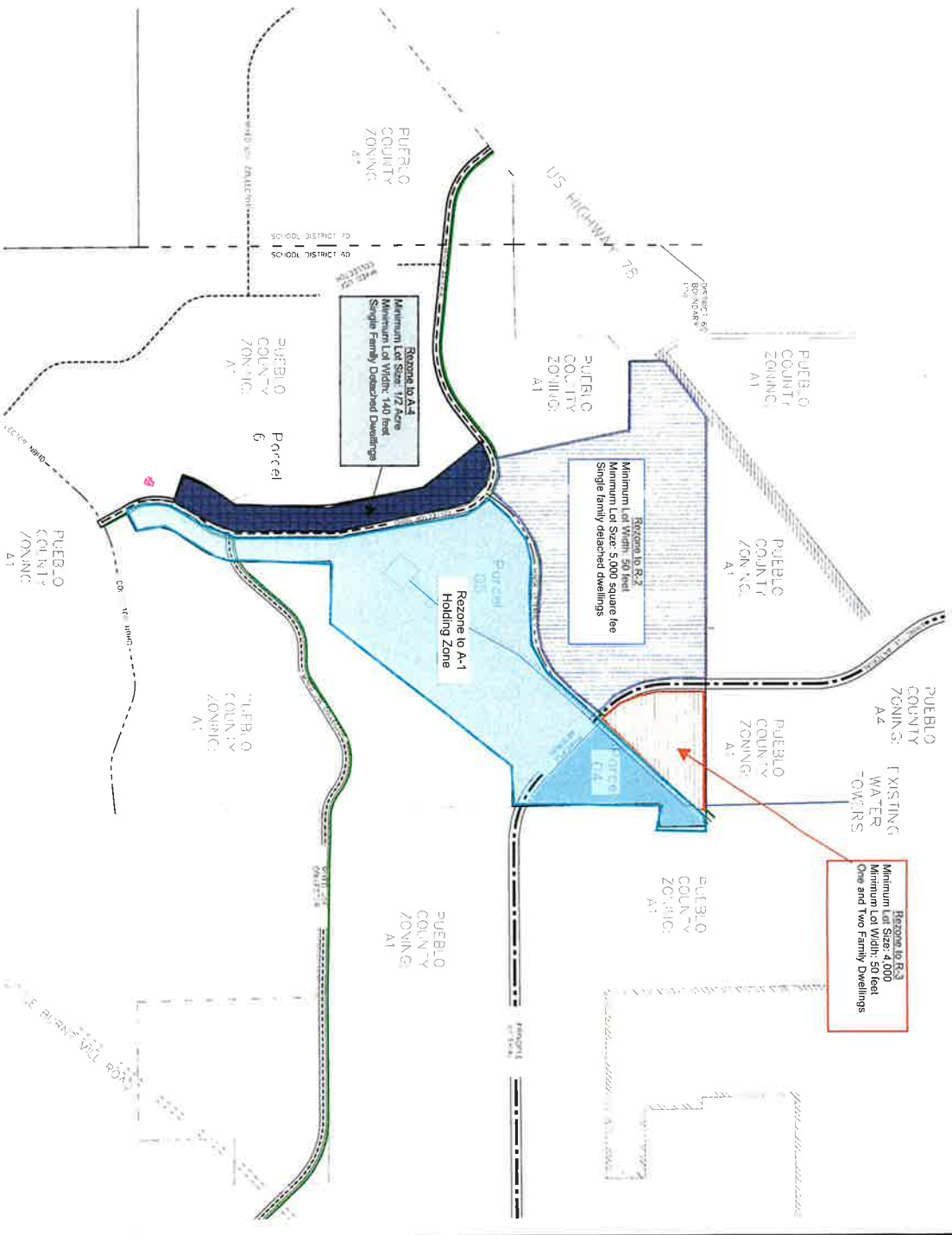


Exhibit E

E. ANNEXATION AGREEMENT

ANNEXATION AGREEMENT

CASE NOS. A-24-04 & A-24-04 JACKSON RANCH ANNEXATION NO. 1-2

This Annexation Agreement is made effective as of _____ 2025, by and between the City of Pueblo, a Municipal Corporation, (the “City”), for the use and benefit of RJPC Ranch, LLC, a Colorado limited liability company, (“Petitioner”),

WITNESSETH

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

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

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

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

I. REPRESENTATIONS AND WARRANTIES OF PETITIONER

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

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

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

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

II. OVERALL DEVELOPMENT PLAN

(1) When a tract of land proposed for subdivision constitutes a part of a larger tract of land owned or controlled by the subdivider, whose intention is to subdivide the remaining part or parts of the larger tract at some future date, an Overall Development Plan shall be prepared and submitted by the subdivider and approved by the Planning Commission prior to preparation and submission of the subdivision plat of the tract proposed for initial subdivision.

(2) An Overall Development Plan shall be prepared in accordance with the requirements of regulations contained in Section 12-4-5(a) of the Pueblo Municipal Code, as may be hereafter amended, and the Overall Development Plan shall be adopted by the Planning and Zoning Commission. The Overall Development Plan shall be prepared in consultation with the City's Subdivision Review Committee and submitted in its entirety to the Planning and Zoning Commission. The Overall Development Plan shall comply with the policies of the Pueblo Regional Comprehensive Development Plan existing as of the date the Overall Development Plan is approved. The Overall Development Plan as submitted and approved by the Planning and Zoning Commission shall have the flexibility to adapt to changing conditions over the estimated time period for the development of the land within the Overall Development Plan and shall consist of the following prepared in accordance and in compliance with standards, criteria and policies adopted by resolution, ordinance or regulation: development plan, land use including open space and park plans; drainage plan; sanitary sewer plan; transportation plan; and appropriate environmental studies. Nothing herein shall be applied or construed to limit or otherwise release the Petitioner from any obligations or requirements under the Pueblo Municipal Code including, without limitation, Chapter 4 of Title XII. With respect to the Sanitary Sewer Plan, it is specifically acknowledged that:

(a) The Sanitary Sewer Plan shall be prepared in accordance with the Sanitary Sewer Design Criteria and Policies for City of Pueblo published November 11, 2024, or as same may hereafter be amended, and be certified by Professional Engineers competent in the field of sanitary sewer engineering and registered in the State of Colorado. The Sanitary Sewer Plan shall address the needs of the gravity-fed sanitary sewer drainage basin of which the Property is a part, from the tributary area south and west of Property, and through the Property to the eastern Property line as described in Exhibit C. Additionally, the Sanitary Sewer Plan shall also address the other non-gravity-fed areas within the Property. The sewer drainage basin shall be approved by the Director of Wastewater. Associated impacts on City's existing sanitary sewer system and proposed sanitary sewer system shall be identified in the Sanitary Sewer Plan, and those impacts which are reasonably attributable to the development of the Property as determined by the City, in its sole discretion, shall be mitigated through the installation of sanitary sewer improvements installed by and at the

expense of the Petitioner. The Sanitary Sewer Plan shall include a phasing plan or schedule for such sanitary sewer improvements.

(3) Petitioner may submit the Overall Development Plan to the Planning and Zoning Commission for approval any time after the City Council has found the petition for annexation of the Property to be valid in accordance with the provisions of §31-12-107, C.R.S. The City may refuse to approve any building or occupancy permit for any portion or all of the Property until after an Overall Development Plan is approved.

III. ZONING AND SUBDIVISION

(1) The Property is currently identified within two separate future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. These Future Land Use Categories as shown on the attached Future Land Use Map, Exhibit C-1 include Special Development Area and Rural Ranch.

(2) A zoning map amendment application may be filed at any time after the petition for annexation has been found to be valid in accordance with the provisions of Section 31-12-107, C.R.S. The Planning and Zoning Commission may hear the application for zoning and make its recommendations thereon prior to annexing the Property, but the proposed zoning ordinance shall not be passed on final presentation prior to the date the ordinance approving the annexation of the Property, and the final approval of an ordinance amending to the Pueblo Regional Comprehensive Plan's Future Land Use Map.

(3) No later than ninety (90) days after the effective date of the ordinance annexing the Property, Petitioner shall take and perform all actions necessary for the Property containing approximately 292.6 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned Agricultural One (A-1) serving as an interim A-1 zone district for a period up to but not to exceed 180 months from the date of this Annexation Agreement. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any portion of the Property classified as Agricultural One (A-1) zone district until after that portion of the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan.

(4) No later than ninety (90) days after the effective date of the ordinance annexing the Property, Petitioner shall take and perform all actions necessary for the Property as shown on the attached Land Use Plan, Exhibit C-2, to be zoned into the following zone districts:

(a) Property containing approximately 220 acres into a R-2, Single-Family Residential District.

(b) Property containing approximately 33 acres into a R-3, One and Two-Family Residential District.

(c) Property containing approximately 46 acres into a A-4, Agricultural District.

These zone districts constitute the zone district most nearly corresponding to the land use

classification into which the Property has been classified or may in the reasonable future be classified under the City's comprehensive plan. If the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property.

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

(6) No rights shall exist in Petitioner nor with respect to the Property arising from any preexisting subdivision or use at the time of annexation. No application for subdivision of any part of the Property shall be submitted to or considered by the City until after the Overall Development Plan has been approved by the Planning and Zoning Commission; provided, however, that if the Property is intended to be included in a single subdivision, the application for such subdivision may be submitted at the time the Overall Development Plan is submitted to the Planning and Zoning Commission. No subdivision of the Property shall be approved prior to the time the ordinance annexing and zoning the Property is approved on final presentation. No building permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure until the property on which the building or structure is located is subdivided in accordance with any and all requirements of this Agreement and Title XII, Chapter 4 of the Pueblo Municipal Code, as same may be amended.

IV. PUBLIC FACILITIES

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

V. UTILITIES

The Petitioner shall comply with all applicable City of Pueblo (sanitary and storm sewers), Xcel Energy (natural gas), the applicable electric utility franchised and holding a Certificate of Public Convenience and Necessity for electric service within the annexed area, Comcast of Colorado IV, LLC (cablevision), Pueblo Water (water), and authorized ILEC and CLEC (telephone/data transmission) for the installation of mains, lines, stations, and any other appurtenant utility facilities in effect at the time of such installation. All existing and new power lines less than 30,000 volts and

all other overhead utilities within the Property shall be installed underground.

VI. COMPLIANCE WITH ORDINANCES

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

VII. BINDING EFFECT

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

VIII. AMENDMENTS

Amendments to this Annexation Agreement may only be made through formal petition to and approval by Ordinance of the City Council after such amendment has been submitted to and reviewed by the appropriate City Departments and such Departments have submitted their findings and recommendations to the City Council. All amendments to the Overall Development Plan must be approved by the Planning and Zoning Commission after review and recommendation by the appropriate City Departments.

IX. SEVERABILITY

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

X. VESTED RIGHTS

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

The Petitioner acknowledges and agrees that neither this Annexation Agreement nor any provision hereof, nor the annexation of the Property to the City, nor the approval of the Overall Development Plan, zoning or subdivision, either separately or jointly (a) creates or establishes a

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

XI. BUILDING PERMITS

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

XII. DISCONNECTION

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

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

XIII. CONTRACTUAL NATURE OF ANNEXATION AGREEMENT

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

XIV. SPECIAL IMPROVEMENTS AND DEDICATIONS AND SYSTEM DEVELOPMENT FEES

In addition to the on-site and off-site improvements and land dedications required to be made by the provisions of this Annexation Agreement, Petitioner will construct and install the improvements, dedicate the land, and pay or cause to be paid the system development **any** fees described in Exhibit C attached hereto and incorporated herein. The improvements, dedications,

and system developments described in said Exhibit C are in addition to and not in substitution for any improvements or dedications otherwise required by this Annexation Agreement.

XV. MISCELLANEOUS

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

- (a) if to the City: Mayor, City of Pueblo
1 City Hall Place, 2nd Floor
Pueblo, CO 81003
- (b) copy to: City Attorney
1 City Hall Place, 3rd Floor
Pueblo, CO 81003
- (c) if to the Petitioner: Raymond D. O’Sullivan, Manager
RJPC Ranch, LLC
17 S. Wahsatch Avenue
Colorado Springs, CO 80903
- (d) copies to: Craig Dossey, President
Vertex Consulting Services
P.O. Box 1385
Colorado Springs, CO 80901

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

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

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

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

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

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

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

CITY OF PUEBLO, a Municipal Corporation

[S E A L]

By: _____
Heather Graham, Mayor

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO)
COUNTY OF PUEBLO) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Heather Graham as Mayor of the City of Pueblo and Marisa Stoller as City Clerk of Pueblo, a Municipal Corporation.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

PETITIONER:

RJPC RANCH, LLC,
A COLORADO LIMITED LIABILITY
COMPANY:

By: _____
Raymond D. O’Sullivan
Manager

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by Raymond D. O’Sullivan, as Manager, RJPC RANCH, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

Exhibit A

JACKSON RANCH ANNEXATION NO. 1

1. AREAS TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19 AND A PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 2660.43 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78; THENCE N. 51°35'59" E. ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 230.91 FEET; THENCE S. 38°24'01" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1.00 FEET; THENCE N. 51°35'59" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 749.66 FEET; THENCE N. 89°35'23" E., A DISTANCE OF 448.61 FEET; THENCE S. 00°23'05" E., A DISTANCE OF 208.52 FEET; THENCE N. 89°36'55" E., A DISTANCE OF 309.80 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 130.93 FEET; THENCE N. 89°35'18" E., A DISTANCE OF 199.98 FEET; THENCE N. 00°24'05" W., A DISTANCE OF 199.98 FEET; THENCE S. 89°35'13" W., A DISTANCE OF 200.16 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 68.05 FEET; THENCE S. 89°36'55" W., A DISTANCE OF 100.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 152.270 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A

DISTANCE OF 2660.43 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

AND

JACKSON RANCH ANNEXATION NO. 2

1. AREAS TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SECTION 29; THENCE N. 00°22'16" W., A DISTANCE OF 2578.85 FEET TO THE POINT OF BEGINNING; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 526.83 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46

FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 276.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 276.23 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1; THENCE N. 89°35'02" E., A DISTANCE OF 2660.43 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2627.66 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., A DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 439.33 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

BEGINNING AT THE SOUTHEAST CORNER OF JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 400.17 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46 FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 422.71 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 422.71 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1 AND THE POINT OF TERMINUS.

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

EXHIBIT B

Petitioner owns Property in fee simple subject to encumbrances on title, as detailed in Schedule B, Parts I and II, of the Land Title Guarantee Company title commitment dated May 11, 2022, which was provided to the City by Petitioner via email transmittal on June 28, 2023. All encumbrances on title are acceptable by the City for the purpose of annexation of the Property.

EXHIBIT C

SPECIAL IMPROVEMENTS AND DEDICATIONS

JACKSON RANCH ANNEXATIONS (A-24-04 & A-24-05)

ANNEXATION AGREEMENT

1. Off-Site Roadways

In compliance with the latest version of the Pueblo Area Council of Governments Long Range Transportation Plan (Roadway Corridor Preservation Plan), the City of Pueblo will identify for the Petitioner the alignment of off-site freeways, expressways, arterials, and collectors, which provide connectivity to the Property. Petitioner will cause all local roadways within the Property to connect with all adjoining publicly dedicated local roadways.

2. Accesses to Property

The primary existing roadway accesses to the Property, shown on the attached Exhibit C-3, are from State Highway 78, Lake Avenue, Bridle Trail, and a North-South Collector Roadway which are described in paragraphs a, b, c and d below. Future roadway network connectivity with the Property may be provided via provisions for secondary access to and from the Property described in paragraph e below.

a. State Highway 78. State Highway 78 (“SH 78”), which is within Pueblo’s corporate city limits, extends in a southwesterly direction along the northwestern boundary of the Property, as described and shown on Exhibit C-3. The State of Colorado Department of Transportation (CDOT) controls accesses to State Highway 78 adjacent to the development. The Petitioner shall coordinate with the CDOT regarding all access permitting and construction to State Highway 78. Petitioner shall, at its sole cost and expense, not later than one-hundred eighty (180) days after the issuance of the first building permit for construction within each subdivision that is served by an access from

either Lake Avenue or Bridle Trail to SH78 (a) obtain a permit from the Colorado Department of Transportation (CDOT) that provides access to the Property from State Highway 78, and will bear all cost of obtaining the access permit, design, and construction of all improvements required by the permit, (b) dedicate to the public or deed to the City right-of-way based on the classification of the roadway within the Pueblo Roadway Development Plan in an alignment approved by the Director of Public Works between SH 78 and the Property, and (c) construct and install all improvements required by CDOT and the access permit. Unless otherwise authorized in the sole and absolute discretion of City, Petitioner shall be responsible and liable for any future modification of such permit based upon changes in land use and access use within the Property as may be required and granted by CDOT. All such costs and expenses incurred by Petitioner may be eligible for Cost Recovery from adjoining property owners as provided in Section 12-4-12 of the Pueblo Municipal Code.

b. Lake Avenue. Lake Avenue is a future planned roadway that will extend south from SH 78 approximately 3,125 feet to the northern boundary of the Property and extend approximately 2,708 feet through the Property to the eastern boundary of the Property in an alignment approved by the Director of Public Works as generally described and shown on Exhibit C-3

The section of Lake Avenue south of SH 78 shall be designed as a Principal (Major Arterial) roadway with a one-hundred twenty (120) foot right-of-way. The one hundred (120) foot right-of-way may be required to be expanded to no greater than a maximum of one hundred sixty-five (165) feet in specific roadway segments if the traffic study results warrant additional width to accommodate turn lanes or other improvements at full movement intersections.

Provisions for the right-of-way dedication and phased roadway development plan for Lake Avenue shall also be included within all Subdivision Improvement Agreements pertaining to the future subdivisions within the Property. If not already constructed to the Interim Roadway Standard

approved by the Director of Public Works, Petitioner shall be required to construct the portion of Lake Avenue south of SH 78 to the Interim Roadway Standard as depicted in Exhibit C-4, Lake Avenue Interim Principal (Major) Arterial Roadway Standard. Lake Avenue, upon construction to the Interim Roadway Standard and acceptance by the City, shall be owned and maintained by the City except for any landscaped medians that may be installed at the option of the Petitioner and landscaping at the outside edges of the right-of-way as depicted in Exhibit C-4, Lake Avenue Interim Principal (Major) Arterial Roadway Standard. Landscaped medians and landscaping along the outside edges of the right-of-way shall be maintained by the Petitioner, a metropolitan district, or a development association. If Lake Avenue is already constructed to the Interim Roadway Standard, the Petitioner shall be required to construct the remaining build out of the roadway in compliance with the schedule of such traffic improvements in accordance with the transportation plan and associated subdivision improvement agreements approval by the Director of Public Works.

c. Bridle Trail. Bridle Trail will generally follow an existing rural county road that extends approximately 4,600 feet in a southerly direction from SH 78 within a 100-foot-wide strip of property that is included within the land being annexed into the City, extending to link with the remainder of the Property. The section of Bridle Trail south of SH 78 shall be platted with a one hundred (100) foot right-of-way.

i. The one hundred (100) foot right-of-way may be required to be expanded within specific roadway segments if the traffic study results warrant additional width to accommodate turn lanes or other improvements at full movement intersections.

ii. Specific sections of Bridle Trail as generally described and shown on Exhibit C-3 may be constructed by Petitioner, at its sole cost and expense, to a Mixed-Use Collector standard if the traffic study, approved by the Director of Public Works, warrants the reduction in roadway width.

iii. Provisions for the right-of-way dedication and a phased roadway development plan of Bridle Trail shall be included within Subdivision Improvement Agreements pertaining to future subdivisions within the Property.

d. North-South Collector Roadway. The North-South Collector Roadway will extend south of Bridle Trail approximately 5,600 feet to the southern boundary of the Property as generally described and shown on Exhibit C-3. The North-South Collector Roadway shall be platted and designed as a Mixed-Use Collector Roadway with an eighty (80) foot right-of-way. The (80) foot right-of-way may be required to be expanded to no greater than a maximum of one hundred (100) feet in specific roadway segments if the traffic study results warrant additional width to accommodate turn lanes or other improvements at full movement intersections. The section of the North-South Collector Roadway extending approximately 2,000 feet to the southern boundary of the Property, as generally described and shown on Exhibit C-3, may be constructed to reduced width, approved by the Director of Public Works, if the traffic study justifies a reduction in the pavement width.

e. Secondary Access. The Petitioner shall provide secondary access to the Property in accordance with the 2015 International Fire Code as amended and as enacted in City Ordinance 8900. The alignment, design, construction and installation of the secondary access shall be approved by the Director of Public Works.

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

Segments of Bridle Trail as generally described and shown on Exhibit C-3 which are utilized for secondary access to the Property in accordance with the 2015 International Fire Code as amended

and as enacted in City Ordinance 8900, may initially be constructed by Petitioner, at its sole cost and expense, to a 28' wide Pioneer Road alignment and design, as described and shown on Exhibit C-4, Roadway Design Standards, Typical Cross Section of 28' Pioneer Road. The Pioneer Road interim alignment and design shall be approved by the Director of Public Works and, upon final construction and acceptance by the City, shall be maintained by the City.

If segments of Bridle Trail are constructed to provide secondary access in accordance with the 2015 International Fire Code as amended and as enacted in City Ordinance 8900 but are not constructed to a roadway standard acceptable to the Director of Public Works, the Petitioner shall be responsible for the maintenance of such segments of the roadway.

3. Roadway Design and Alignment

a. All Road Improvements will be constructed in conjunction with the development of each area shown on attached Exhibit C-3 and as otherwise provided in the Annexation Agreement. All such roadways shall be designed and aligned in accordance with the Roadway Classification Design Standards and Policies and the City's Standard Construction and Standard Details (Revised: April 11, 2022) or as same may be hereafter amended and in accordance with construction plans, except as otherwise provided for in this agreement. All designs and plans shall be approved by the Director of Public Works.

b. If not previously done, the Petitioner, at its sole cost, shall dedicate or convey by general warranty deed the necessary right-of-way in an alignment that is acceptable to the Director of Public Works. Such dedication or conveyance shall be completed within one hundred (180) days after the adjacent portion of the Property is subdivided.

c. Petitioner acknowledges and agrees that, if Petitioner fails to construct the Roadway Improvements as herein agreed or defaults on any other provision of this Exhibit C or the Annexation Agreement, the City shall have all legal remedies available at law or in equity to enforce Petitioner's

construction obligation and any other obligations including but not limited to a legal action against Petitioner for breach of contract and/or default on an indebtedness. In addition, and as set forth elsewhere in the Annexation Agreement, the City may withhold building permits, occupancy permits, subdivision approvals, zoning approvals and all other governmental grants of authority until such time as Petitioner shall have cured any default in performance under Exhibit C or the Annexation Agreement as a whole.

4. Transportation Impact Fee

a. Petitioner and any subsequent owner of all or any part of the Property shall, as a condition of the issuance of a building permit for the construction of any one or more dwelling units within the Property, pay a Transportation Impact Fee (“TIF”) of Two Thousand Eight Hundred Eighty Dollars (\$2,880) for each dwelling unit to be constructed within the Property Beginning with the 2026 calendar year, the TIF amount shall be adjusted annually based on the most recent Construction Cost Index published by the Colorado Department of Transportation. The 1st quarter 2025 cost index data will serve as the baseline for future TIF fee adjustments. The TIF shall be paid to the City at the time a building permit is issued for each dwelling unit and shall be deposited in an interest-bearing account identified as the "Jackson Ranch Transportation Improvement Account." Petitioner, for itself and its successors and assigns, including all subsequent owners of land within the Property, stipulate and agree that there is an essential nexus between the TIF and the City's legitimate interest in providing for roadway improvements within the Property and that the TIF is roughly proportional both in nature and extent to the impact of the proposed development of the Property.

b. TIF funds shall be used for the design and construction of roadway and bridge improvements including, but not limited to, roadway and bridge structure, paving, traffic signals, signal interconnect, conduit and flyer, deceleration/ acceleration lanes, curb and gutter, stormwater

collection and detention facilities designed as part of a roadway project, median islands, transportation signage, sidewalks, ADA access ramps, bike and pedestrian trails constructed within a transportation project right-of-way. TIF funds are not eligible to be expended or reimbursed for the installation of the public utility lines such as water, wastewater, electric, natural gas, television cable, or other electronic transmission lines, and other nontransportation improvement related expenses.

c. If Petitioner incurs cost and expenses for the installation and construction of eligible transportation improvements, (“Reimbursable Costs”), Petitioner may request reimbursement from the Jackson Ranch Transportation Improvement Account for the improvements based on the pro rata share of the linear footage costs included in the Transportation Impact Fee Calculation attached as Exhibit C-5. All requests for reimbursement shall be made to and approved by the Director of Public Works based upon the Cost Estimate attached as Exhibit C-5. Request for reimbursement shall be made upon such forms and with such supporting documents as the Director of Public Works shall determine. Request for reimbursement may not be submitted until after the improvements for which reimbursement is eligible and requested have been constructed or installed and approved by the Director of Public Works, but in no event later than two (2) years after the improvements have been constructed or installed.

d. If there are inadequate monies in the Jackson Ranch Transportation Improvement Account to pay in full the requested and approved Reimbursable Costs, the unpaid balance thereof shall be paid proportionately with other unpaid approved reimbursable costs, without interest, as Fees for dwelling units constructed within the Property.

e. Reimbursable Costs shall not be in addition to any cost recovery available to Petitioner under Section 12-4-12 of the Pueblo Municipal Code (“Cost Recovery”). Any Cost Recovery to which Petitioner shall be entitled pursuant to said Section 12-4-12 with respect to all or

any part of the Reimbursable Costs for which Petitioner has filed a request for reimbursement shall be collected by the City and deposited in the Jackson Ranch Transportation Improvement Account.

5. Sanitary Sewer

Prior to, or at the time of subdivision, Petitioner is responsible for completing a flow analysis report, Jackson Ranch Sanitary Sewer Master Plan, for the proposed sanitary sewer system and City's existing sanitary sewer system. The flow analysis report, completed by a professional engineer and approved by the Director of Wastewater, shall identify the location(s) of the connection(s) for the proposed subdivision to the existing sanitary sewer system from Sanitary Sewer Basins A, B & C as generally described and shown on Exhibit C-6. Based upon the flow analysis of both the proposed and the City's existing sanitary sewer system; if any portion of City's existing sanitary sewer, that would carry wastewater flows from Property is at capacity, Petitioner shall construct and install, at Petitioner's sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the Property. The size, location and capacity of such sewer lines, mains, and pump stations will be approved by the Director of Wastewater, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published November 11, 2024 or as same may be hereafter amended. The sanitary sewer main and system for the Property including, but not limited to, sewer lines, mains, and pump stations installed as part of the public improvements required for subdivisions within the Property shall be designed by a professional engineer and approved by the Director of Wastewater. It shall be the Petitioner's responsibility, at its sole cost, to secure any permits that may be required by Pueblo County for the installation of the sanitary sewer lines outside of the city limits of Pueblo.

a. Sanitary Sewer Connections from Basins A, B and C

Basin A

If not already installed, Petitioner shall, at its sole cost and expense, not later than

one-hundred eighty (180) days after the issuance of the first building permit for construction within the first subdivision that includes any portion of the Property within Sanitary Sewer Basin A, design and install the off-site sanitary sewer mains, as generally described and shown on Exhibit C-7, from the future manhole to be located in the intersection of Bandera Boulevard and Highway 78 to the northern boundary of the Property or from such other locations that are approved by the Director of Wastewater and identified in the Sanitary Sewer Master Plan, as may be amended. No certificates of occupancy shall be approved by the Director of Wastewater until the off-site sanitary sewer improvements have been completed and accepted by the Director of Wastewater.

Basin B

If not already installed, Petitioner shall, at its sole cost and expense, not later than one-hundred eighty (180) days after the issuance of the first building permit for construction within the first subdivision that includes any portion of the Property within Sanitary Sewer Basin B, design and install the off-site sanitary sewer mains, as generally described and shown on Exhibit C-8, within the future public right of way of Nolan Trace, as generally described and shown on Exhibit C-8, from Manhole No. 463727.8 to the eastern boundary of the Property or from such other locations that are approved by the Director of Wastewater and identified in the Sanitary Sewer Master Plan, as may be amended. No certificates of occupancy shall be approved by the Director of Wastewater until the off-site sanitary sewer improvements have been completed and accepted by the Director of Wastewater.

Basin C

If not already installed, Petitioner shall, at its sole cost and expense, not later than one-hundred eighty (180) days after the issuance of the first building permit for construction within the first subdivision that includes any portion of the Property within Sanitary Sewer

Basin C, design and install the off-site sanitary sewer mains, lift station, and other required improvements as generally described and shown on Exhibit C-9, from the future manhole to be located in the intersection of Bandera Boulevard and Highway 78 to the northern boundary of the Property or from such other locations that are approved by the Director of Wastewater and identified in the Sanitary Sewer Master Plan, as may be amended. No certificates of occupancy shall be approved by the Director of Wastewater until the off-site sanitary sewer improvements have been completed and accepted by the Director of Wastewater.

b. Cost Recovery for Installation of Off-Site or Oversized Sanitary Sewer Improvements

If Petitioner installs sanitary sewers within the Property that are oversized to serve future development or are designed and constructed off-site of the Property that provide additional capacity within the sewer drainage basin, an Agreement to recover an equitable share of the cost of constructing oversized and off-site sewer collection system improvements ("Agreement") may be entered into between the Petitioner and the City in accordance with Chapter 5, Title XVI of the Pueblo Municipal Code or as same may later be amended. To be eligible for cost recovery, Petitioner must comply with and meet the requirements and conditions as set forth under Section 16-5-5 of Pueblo Municipal Code.

c. Discharger Specific Variance

In order to comply with the City of Pueblo's Discharger Specific Variance from the Colorado Water Quality Commission, as amended, the Petitioner shall be required to have all manholes epoxy coated to eliminate the infiltration of ground water into sanitary sewer lines, and any other additional regulations pertaining to Pueblo's Discharger Specific Variance for the sanitary sewer system within the Property.

6. Stormwater

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

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

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

7. Off-Site Roadway, Sanitary Sewer, and Stormwater Rights-of-Way Acquisition

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

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

8. Fire Flow for Wildland Fire Mitigation

Petitioner shall coordinate with the City to provide appropriate fire flow for wildland fire mitigation in undeveloped or yet to be developed areas of the Property. Appropriate fire flow may include install City approved fire hydrants on water supply lines already being constructed for a current or near-term phase of development or it may include providing temporary water supplies such as cisterns or storage tanks in locations identified by the City.

9. Fire Protection Water Supply

The Petitioner, in accordance with the 2015 International Fire Code as amended and as enacted in City Ordinance 8900, shall provide and maintain an approved water supply capable of supplying the required fire flow for fire protection to premises upon which facilities, buildings or portions of buildings are currently constructed, or hereafter constructed or moved into or within the jurisdiction. A water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required fire flow. Reservoirs, pressure tanks, and elevated tanks shall only be considered as an acceptable water supply by the City's Fire Chief, for facilities or buildings that have been constructed on the premises prior to annexation. Fixed system water mains, including fire hydrants, that are public, private, or a combination of both, shall be required for facilities, buildings or portion of buildings that have been constructed on the premises after annexation. Fire flow requirements for buildings or portions of buildings and facilities shall be determined as outlined in Appendix B of the International Fire Code as amended and enacted.

10. Public Safety Fee

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

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

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

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

11. Telecommunications

As incorporated within a Phasing Plan approved as part of a Subdivision Improvement Agreement, Petitioner shall, at its sole expense, design and install a 4” underground fiber optic data transmission conduit (“Fiber Conduit”) within the right-of-way of Lake Avenue from the northern to the southern boundary of the Property according to the phased development of Lake Avenue in a location, alignment and depth approved by the Director of Information Technology. The underground fiber optic data transmission conduit shall be owned and managed by the City. The Fiber Conduit can be installed in coordination with the sanitary sewer main installation within the right-of-way of Lake Avenue. The installation of the conduit shall contain tracer wire. The design and installation of the Fiber Conduit shall also include underground vaults (“handholds”) at both ends of the conduit and every one-thousand foot of conduit that provides access to the fiber optic cable for maintenance and repairs.

EXHIBIT C-1

Regional Comprehensive Plan Future Land Use Map

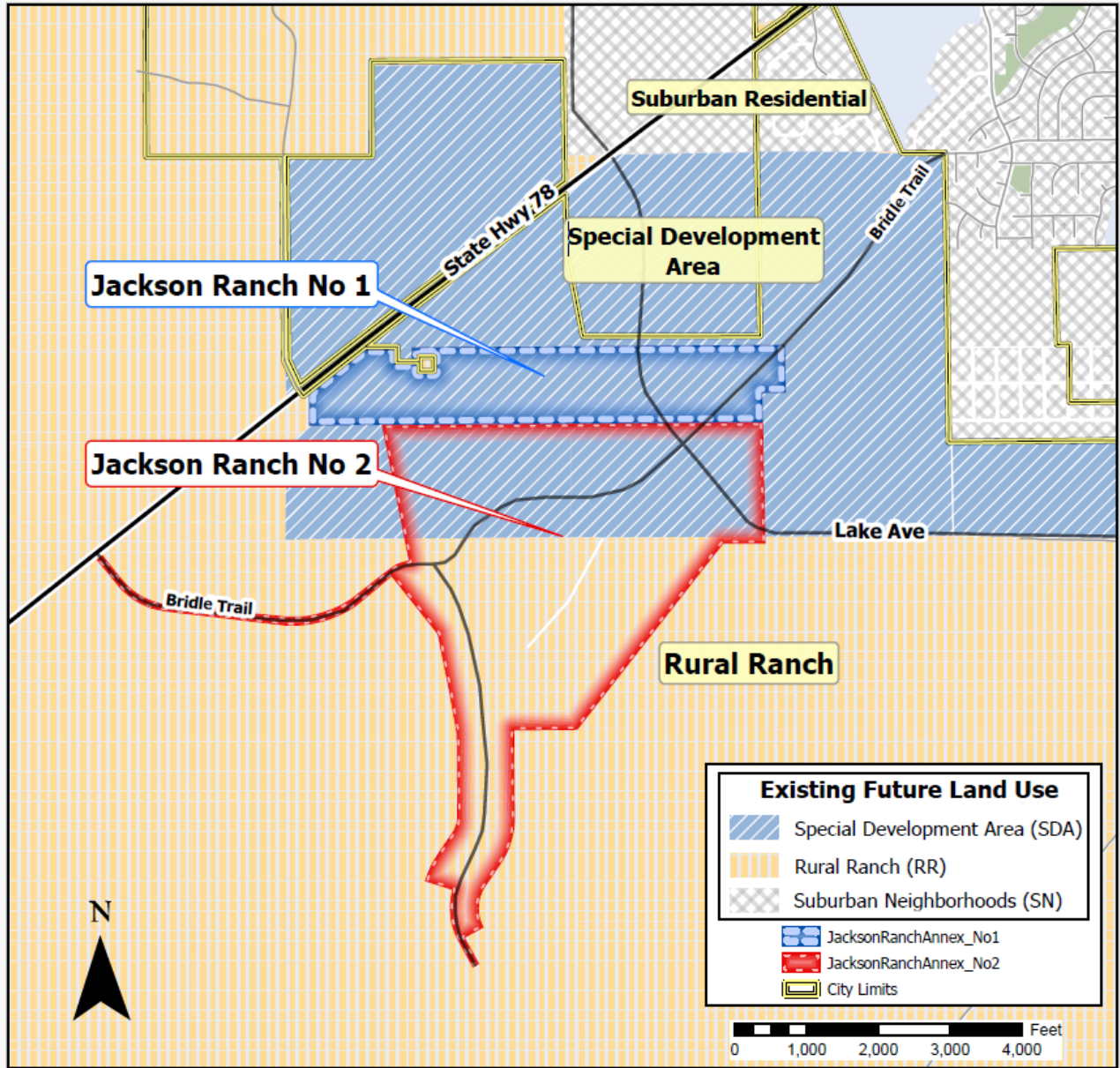


EXHIBIT C-2

Land Use & Future Zoning

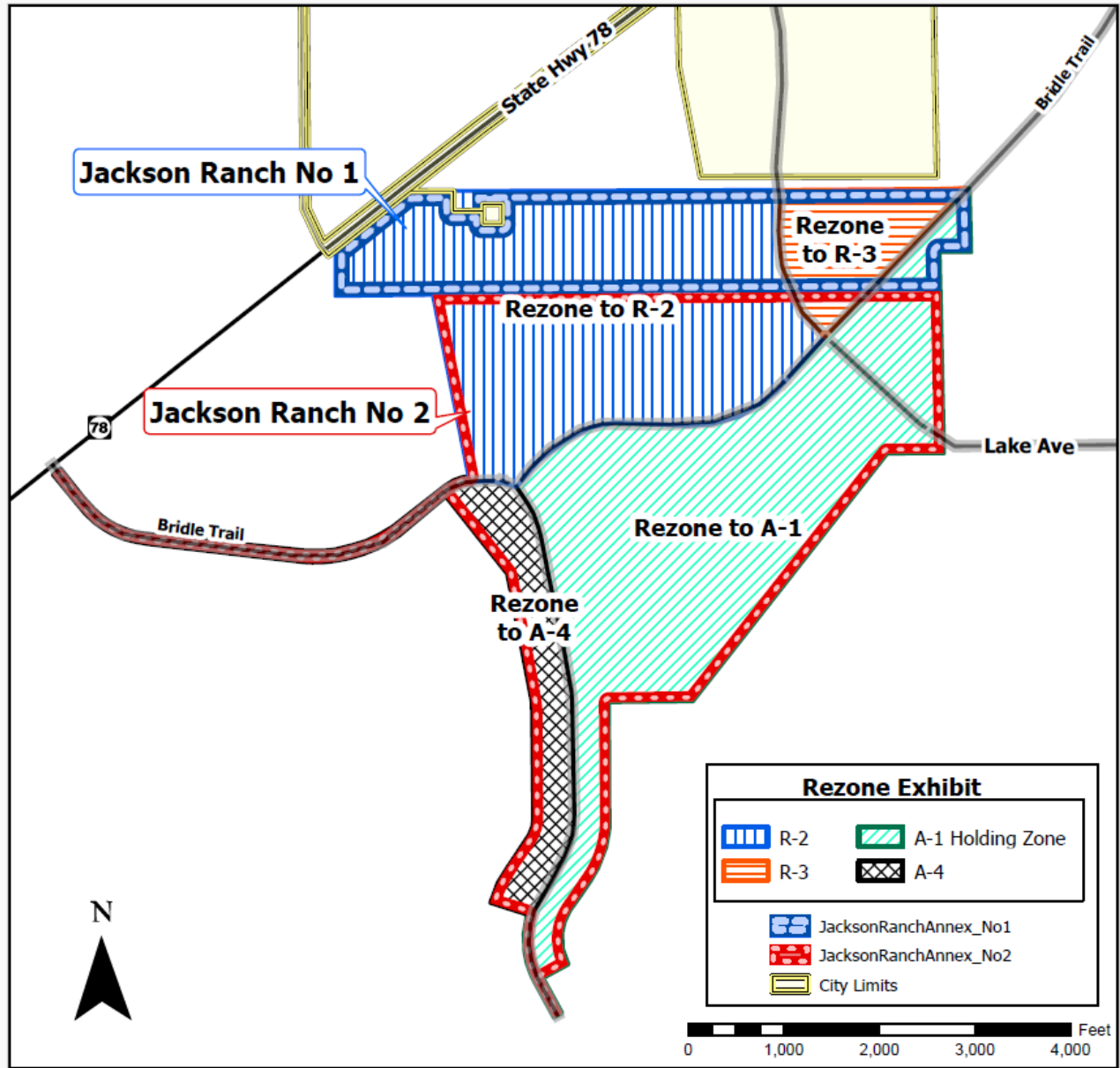


EXHIBIT C-3
Roadway Access Map

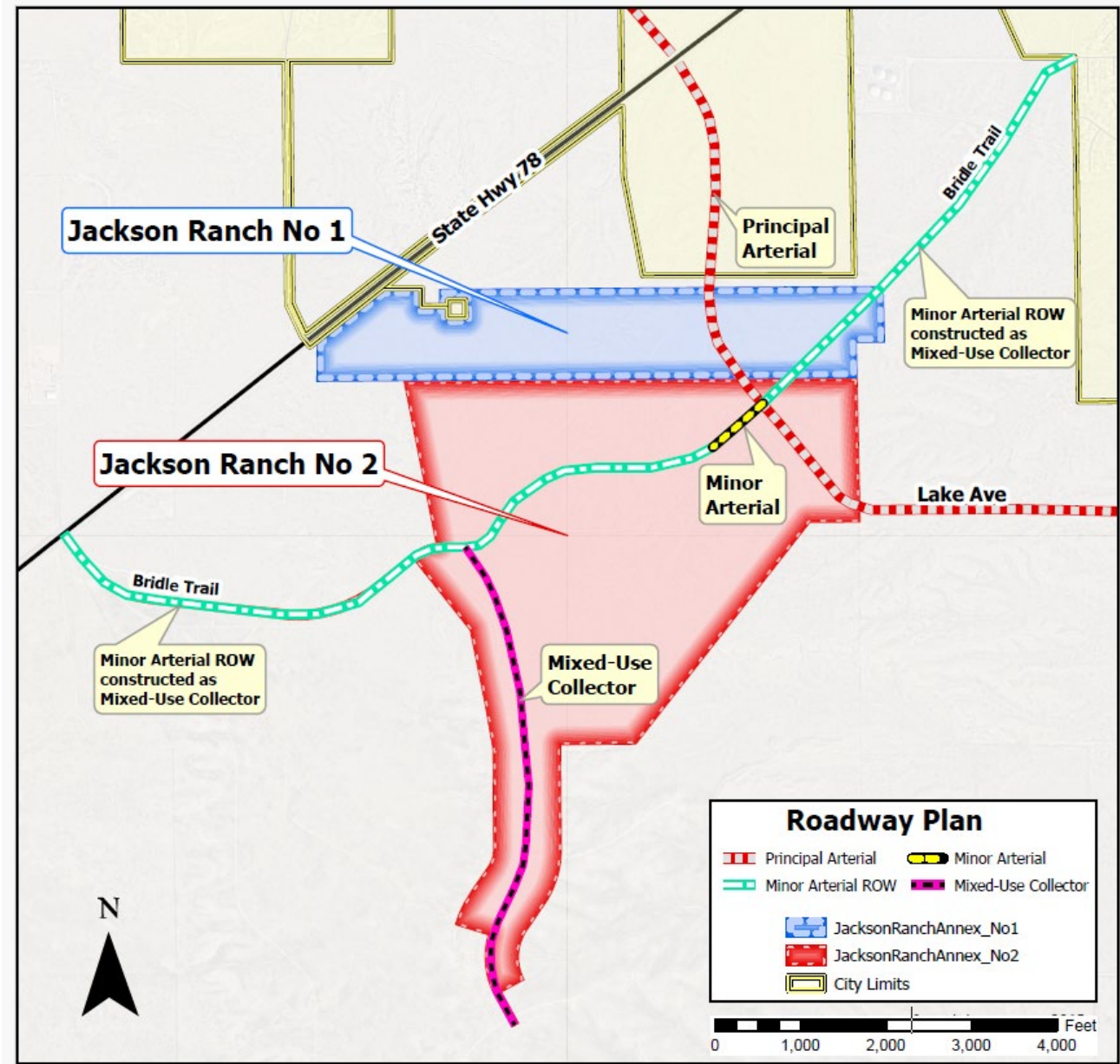
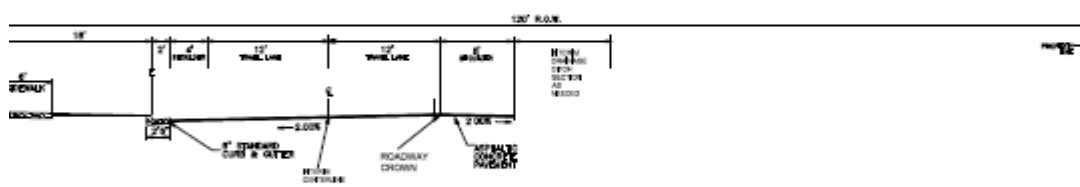


EXHIBIT C-4 Roadway Design Standards

Lake Avenue Interim Principal (Major) Arterial Roadway Standard

Arterial – Major Arterial (INTERIM 2-LANE)	
Land Use	Mixed Use
Function	Provides for continuous traffic movement connecting neighborhoods, areas and regional features at higher speeds with limited access.
Speed Limit	40 to 45 mph
Roadway Width	80' (INTERIM 38')
ROW	120'
Medlan	All principal arterials are divided roadways (NO MEDIAN FOR 2-LANE INTERIM)
Off-Street Parking	Adjacent properties must comply with zone district regulations
Sidewalk	6' minimum detached sidewalk or approved off road trail connection
Road Segment Length	Points of access must be approved by the Traffic Engineer and the Colorado Department of Transportation when roadway is classified as a State Highway
Emergency Access	Must retain a 20' clearance for emergency vehicles.



MAJOR ARTERIAL
INTERIM
TWO-LANE 38' ROADWAY
120' RIGHT-OF-WAY
STANDARD CURB & GUTTER
(WEST SIDE)
6' DETACHED SIDEWALK
(WEST SIDE)

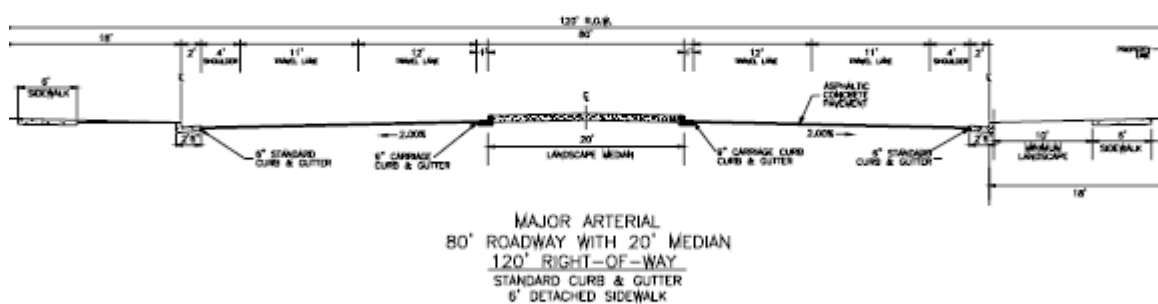
W/RIGHT TURN LANES:
CROSS SECTION ON INTERSECTION
APPROACHES WITH SOUTHBOUND
RIGHT TURN DECELERATION LANES: 12'
TURN LANE INSTEAD OF 4' OUTSIDE
SHOULDER: SIDEWALK BUFFER
REDUCES TO 2.75'

W/ SINGLE LEFT TURN LANES:
CROSS SECTION ON
INTERSECTION APPROACHES WITH
SINGLE NORTHBOUND OR
SOUTHBOUND LEFT TURN LANES:
EXPAND CROSS SECTION TO THE
EAST 12' FROM THE CROWN;
PROVIDE NECESSARY REDIRECT
TAPERS FOR THE NORTHBOUND
THROUGH LANES

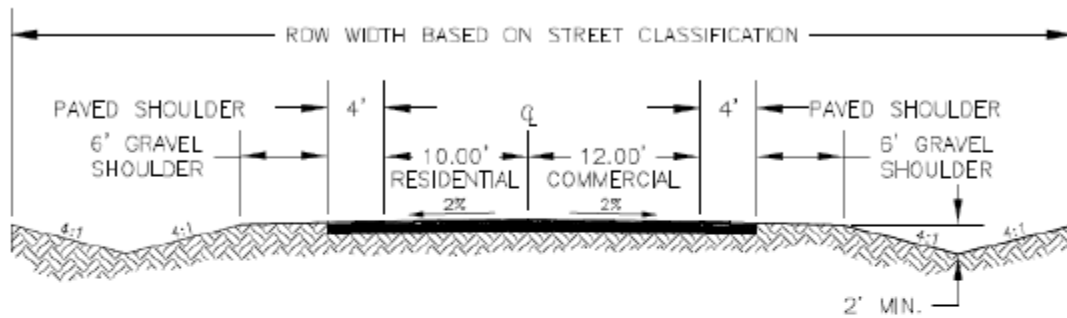
W/DUAL LEFT TURN LANES:
CROSS SECTION ON INTERSECTION
APPROACHES WITH DUAL NORTHBOUND
LEFT TURN LANES: PROVIDE 6' ADDITIONAL
RIGHT-OF-WAY EACH SIDE, SHIFT THIS
CROSS SECTION 6' TO THE WEST AND
EXPAND THE EAST SIDE PAVEMENT CROSS
SECTION TO THE EAST 6'; PROVIDE
NECESSARY REDIRECT TAPERS FOR THE
NORTHBOUND AND SOUTHBOUND
THROUGH LANES

General Roadway Sections and Design Criteria

Arterial – Major Arterial	
Land Use	Mixed Use
Function	Provides for continuous traffic movement connecting neighborhoods, areas and regional features at higher speeds with limited access.
Speed Limit	40 to 45 mph
Roadway Width	80'
ROW	120'
Median	All principal arterials are divided roadways
Off-Street Parking	Adjacent properties must comply with zone district regulations
Sidewalk	6' minimum detached sidewalk or approved off road trail connection
Road Segment Length	Points of access must be approved by the Traffic Engineer and the Colorado Department of Transportation when roadway is classified as a State Highway
Emergency Access	Must retain a 20' clearance for emergency vehicles.



165' ROW (for dual left turn lanes and right turn lanes at Major Intersections and 135' where cross section includes single left turn lanes and separate right turn lanes



Typical Cross Section of 28' Pioneer Road

The alignment, design, construction and installation of a Pioneer Road for secondary access shall comply with the General Provisions for Roadway Classification Design Standards and Policies and the City's Standard Construction and Standard Details (Revised: March 28, 2005) as later amended and in accordance with construction plans, all which shall be approved by the Director of Public Works.

EXHIBIT C-5 Transportation Impact Fee Calculation

Transportation Impact Fee Eligible Roadway Expenses Calculation

Lake Avenue Distance in Ft	Road Class		Cost Per Linear Foot	Estimated Cost	10% Contingency	Total Cost W/ Contingency:
3,450	Interim Principal Arterial	Through Jackson Ranch Annexation Property	260	\$898,150	\$89,815	\$987,965
2,800	Interim Principal Arterial	NW Off-Site Jackson Ranch Annexation Property to SH- 78	260	\$728,933	\$72,893	\$801,827
6,250				\$1,627,083	\$162,708	\$1,789,792
Bridle Trail Distance in Ft	Road Class		Cost Per Linear Foot	Estimated Cost		
5,400	Modified Minor Arterial (Mixed Use Collector)	West of intersection with north/south collector road to SH-78	295	\$1,591,200	\$159,120	\$1,750,320
3,000	Modified Minor Arterial (Mixed Use Collector)	East of intersection with north/south collector road to Lake Ave. (Excludes 800' approach to Lake Ave.)	295	\$884,000	\$88,400	\$972,400
800	Minor Arterial	SW approach to Lake Ave.	546	\$437,067	\$43,707	\$480,773
2,150	Modified Minor Arterial (Mixed Use Collector)	Northeast of Lake Ave.	295	\$633,533	\$63,353	\$696,887
11,350				\$3,545,800	\$354,580	\$3,900,380
North/South Collector Distance in Ft	Road Class		Cost Per Linear Foot	Estimated Cost		
3,350	Mixed Use Collector	From Bridle Trail intersection south to the intersection with future east/west Mixed Use Collector	295	\$987,133	\$98,713	\$1,085,847
2,400	Neighborhood Collector	From intersection with future east/west Mixed Use Collector south to intersection with east/west County Collector	308	\$739,733	\$73,973	\$813,707
5,750				\$1,726,867	\$172,687	\$1,899,553
CDOT SH78 Access Permits Improvement Costs				\$300,000		
Total Estimated Transportation Impact Fee Costs				\$7,199,750		
Estimate Number of Residential Housing Units						
Per Impact Report - School Residential Unit Calculation				2,500		
Total Impact Fee Per Residential Unit Building Permit				\$2,880		

EXHIBIT C-6
Sanitary Sewer Basins Map

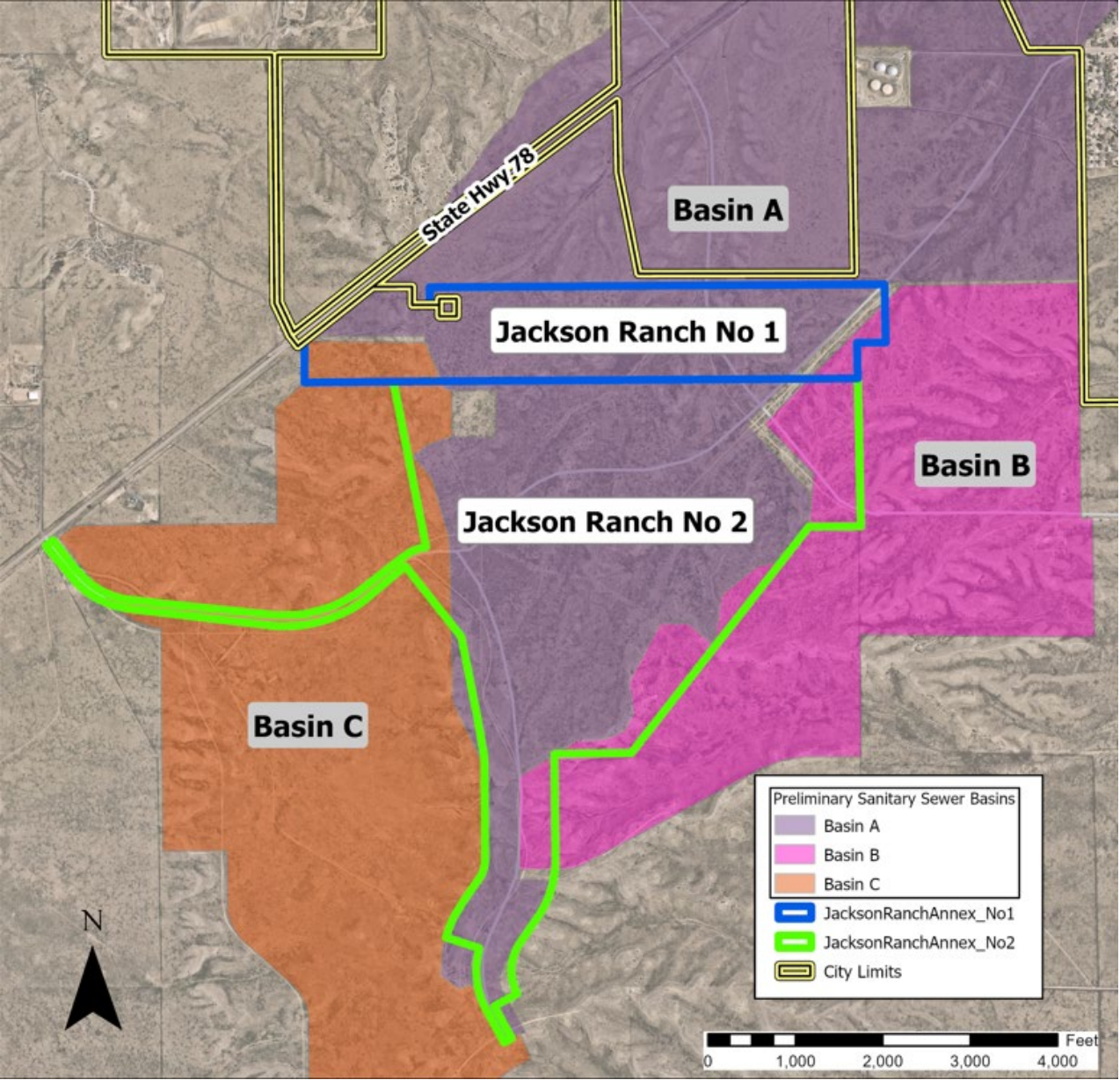


EXHIBIT C-7

Sanitary Sewer Basin A Connection Location

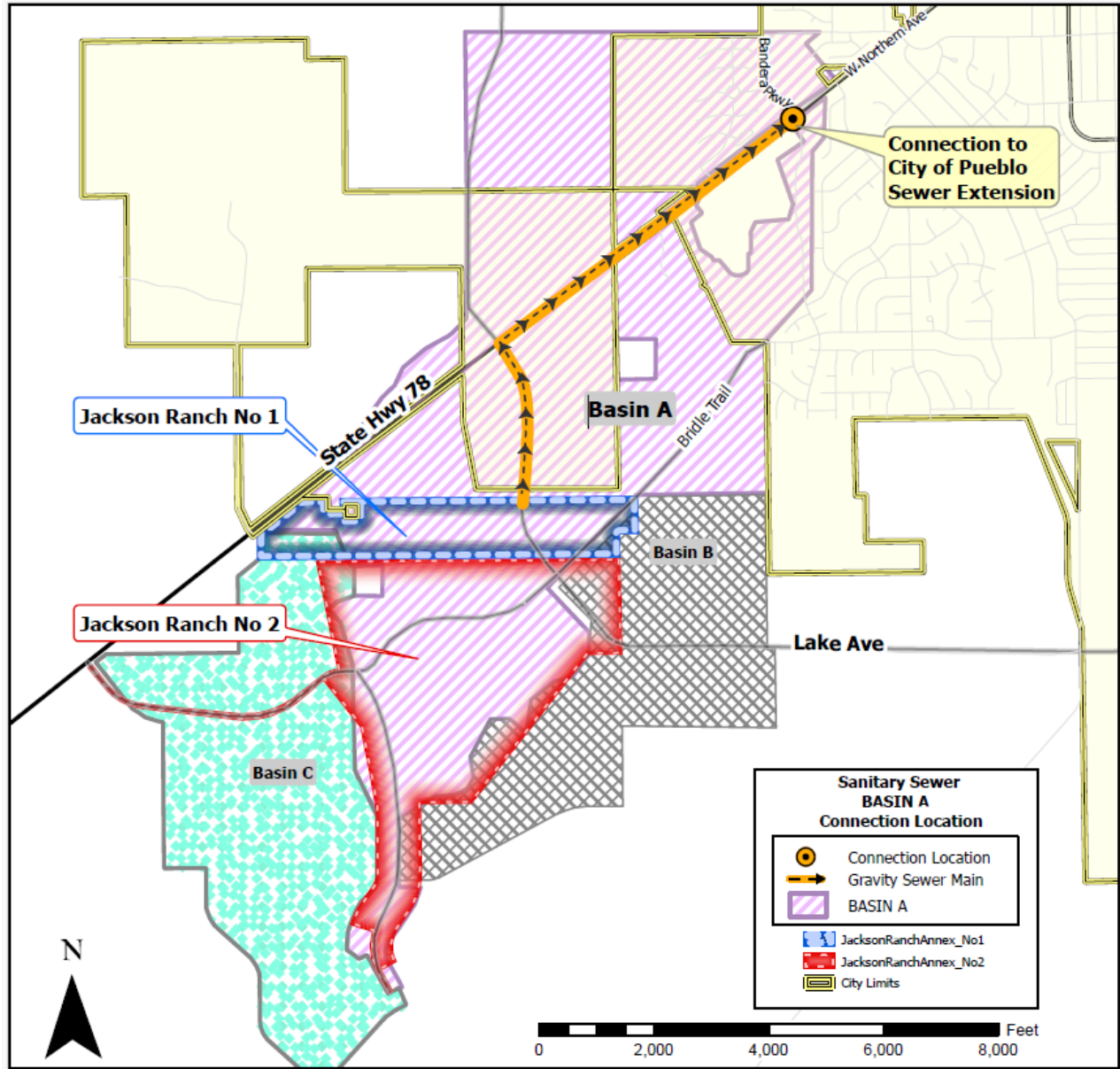


EXHIBIT C-8

Sanitary Sewer Basin B Connection Location

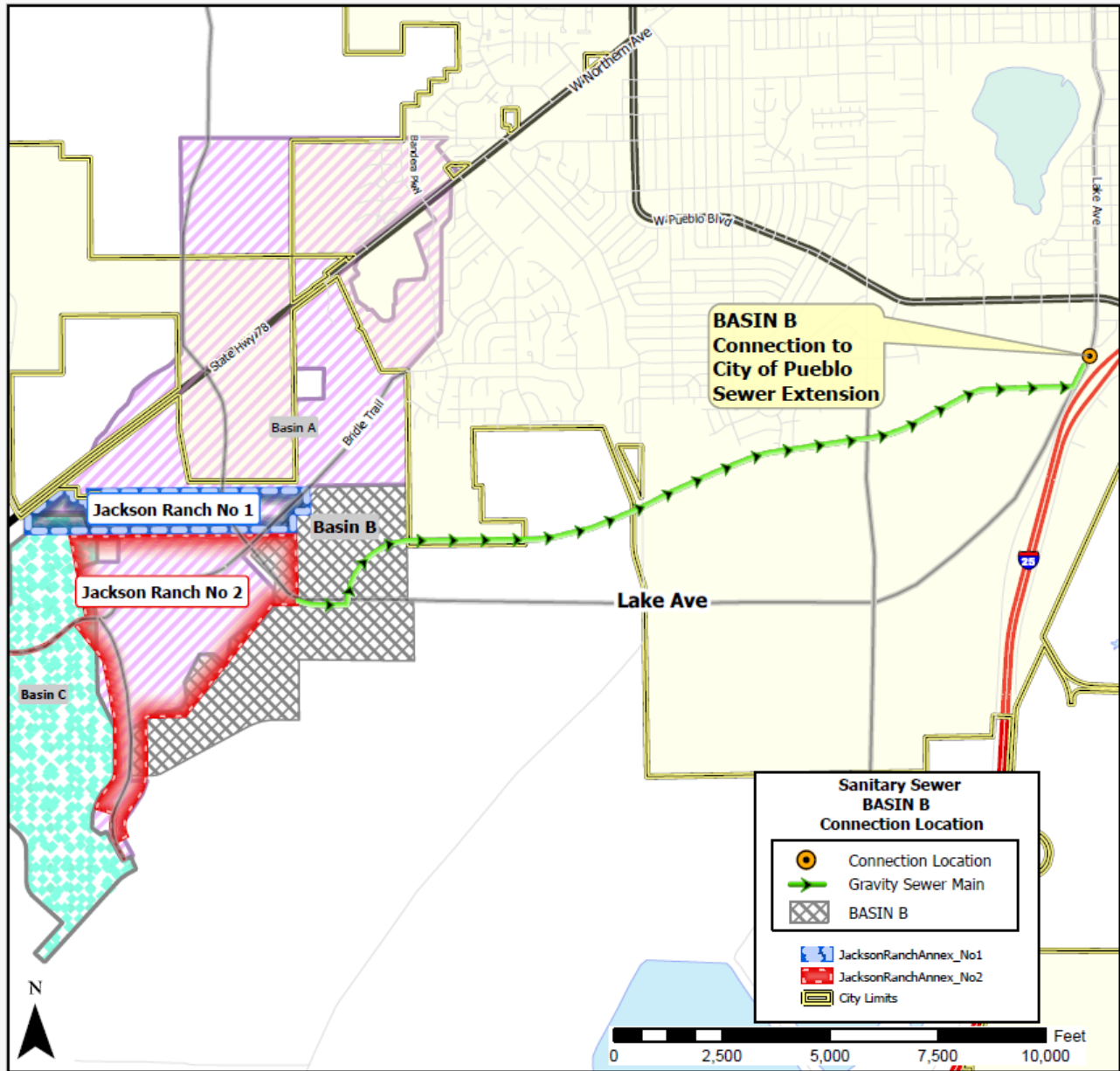
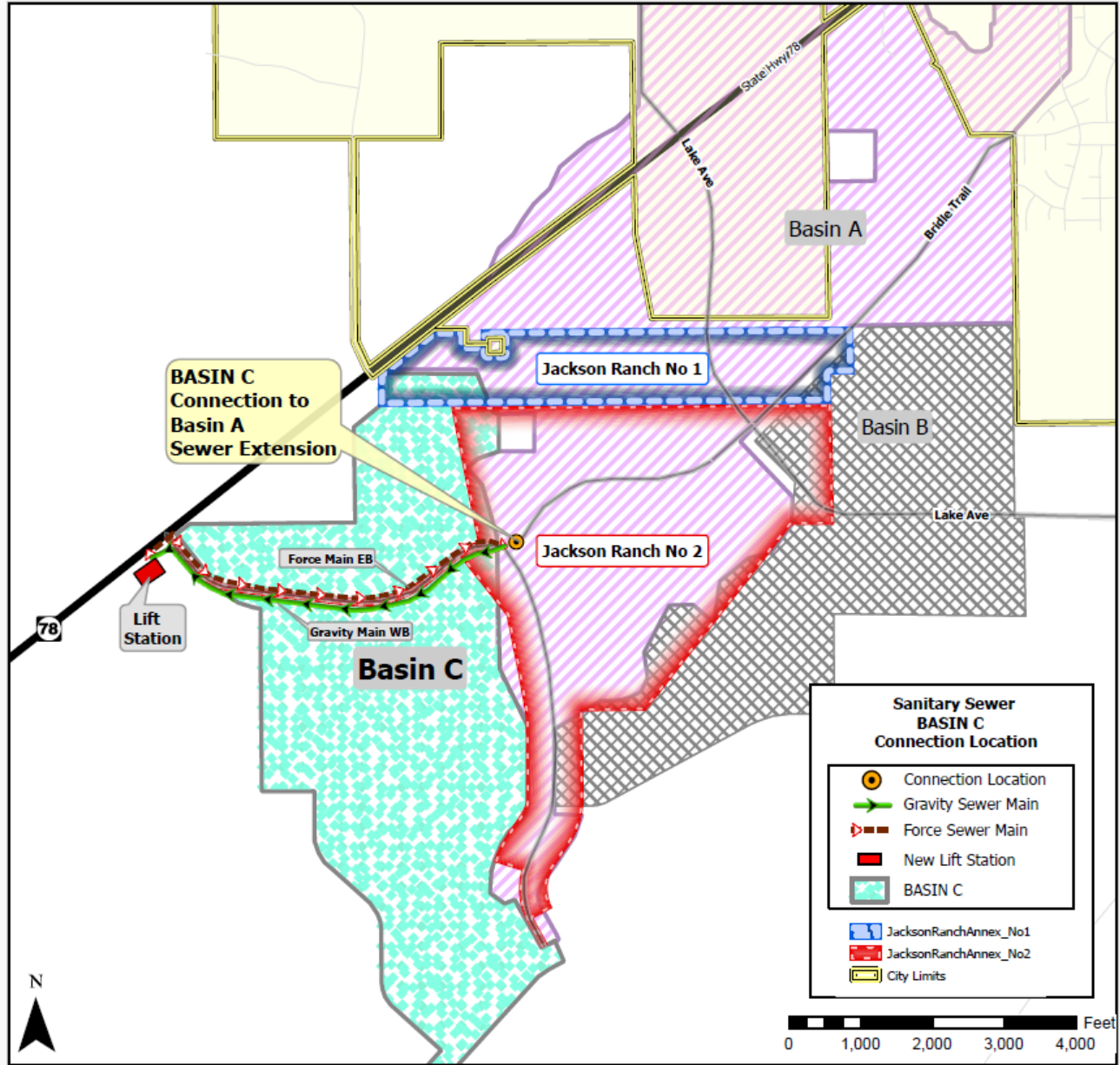


EXHIBIT C-9

Sanitary Sewer Basin C Connection Location





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 1 TO THE CITY OF PUEBLO DESCRIBED AS 152.27-ACRES OF LAND LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND WEST OF THE PASTORA RANCH ANNEXATION

SUMMARY:

The petitioner RJPC Ranch LLC, a Colorado Limited Liability Company, is requesting to annex the property containing 152.27-acres into the City of Pueblo, commonly known as the Jackson Ranch Annexation 1 to the City of Pueblo.

PREVIOUS COUNCIL ACTION:

On September 23, 2024, City Council approved Resolution No. 15773 preliminarily determining that the petition for annexation of the area commonly known as the Jackson Ranch Annexation 1 is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

BACKGROUND:

The Jackson Ranch Annexation 1 is located southeast of State Highway 78 and west of the Pastora Ranch Annexation. The Petitioners are requesting to annex 152.27-acres into the City for a mixture of residential development types that includes some complementary retail services. The proposed land uses will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The property is currently identified within the Urban Reserve – Special Development Area future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map.

The applicant is proposing to initially zone approximately 10.27 acres of the property as A-1, Agricultural One, (diagonal green lines on map below) as an interim zoning classification until the time of development. The A-1, interim zoning following

annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time. Approximately 110.77 acres are proposed to be zoned into an R-2, Single Family Residential District, and the remaining 31.23 acres are proposed to be zoned into an R-3, One and Two Family Residential District.

No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 152.27 acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan, and the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended. The proposed development of the property must at minimum meet the criteria included in the Major Project Annexation Criteria described in the 2022 Pueblo Regional Comprehensive Plan, as amended.

The proposed annexation site is currently zoned Pueblo County Large Agricultural A-1, Zone District. The property located north and south of the proposed annexation area is currently undeveloped. The portion of the property to the east contains a City of Pueblo transmission tower, and the area to the west is undeveloped with the access road to the Southside Landfill.

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Urban Reserve – Special Development Area. These areas are adjacent to existing City of Pueblo limits, within the City of Pueblo 3-Mile Annexation Boundary area. These areas are potentially serviceable areas and may be suitable for future annexation, subject to the evaluation criteria for major projects and the applicable requirements of the City's Code of Ordinances. Future land use categories should be assigned through a Comprehensive Plan amendment.

The Major Project Annexation Criteria, along with the Pueblo Regional Comprehensive Plan Goals for a proposed development must at a minimum meet the following criteria to be considered for annexation:

- 1.Should be consistent and promote the development goals provided in the Regional Comprehensive Plan.
- 2.Must provide and/or fund all needed extension and expansion of water and sewer mains needed to serve the project.
- 3.Must fund any needed expansions to water or sewer service capacity needed to support the project including the dedication or purchase of water rights, contributions for expansion of sewer treatment capacity, or provision of private

treatment of wastewater to reduce impact on treatment capacity for the City.

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

The staff report to the Planning and Zoning Commission provided for the review at the May 14, 2025, meeting, along with the findings of the Planning and Zoning Commission concluded that the Jackson Ranch Annexation 1 complies with the criteria for Major Projects and the goals of the Pueblo Regional Comprehensive Plan adopted in 2022. The annexation complies with the statutory requirements contained within the Colorado Revised Statutes, along with the City of Pueblo annexation requirements.

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the May 14, 2025, Public Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Boston to recommend approval of the proposed annexation petition. Motion passed 6-0, Commissioner Castellucci recused himself.

STAKEHOLDER PROCESS:

Annexation Impact Reports have been filed with taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

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

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. A-24-04 Jackson Ranch Annex No. 1 Combined Attachments

ORDINANCE NO. 10968

AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 1 TO THE CITY OF PUEBLO DESCRIBED AS 152.27-ACRES OF LAND LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND WEST OF THE PASTORA RANCH ANNEXATION

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

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

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

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

SECTION 1.

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

ANNEXATION

2. AREAS TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19 AND A PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 2660.43 FEET; THENCE S.

89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78; THENCE N. 51°35'59" E. ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 230.91 FEET; THENCE S. 38°24'01" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1.00 FEET; THENCE N. 51°35'59" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 749.66 FEET; THENCE N. 89°35'23" E., A DISTANCE OF 448.61 FEET; THENCE S. 00°23'05" E., A DISTANCE OF 208.52 FEET; THENCE N. 89°36'55" E., A DISTANCE OF 309.80 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 130.93 FEET; THENCE N. 89°35'18" E., A DISTANCE OF 199.98 FEET; THENCE N. 00°24'05" W., A DISTANCE OF 199.98 FEET; THENCE S. 89°35'13" W., A DISTANCE OF 200.16 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 68.05 FEET; THENCE S. 89°36'55" W., A DISTANCE OF 100.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 152.270 ACRES, MORE OR LESS

3. PROPOSED NEW CITY LIMITS LINE:

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 2660.43 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

4. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

This Ordinance shall become effective on the date of final action by the Mayor and City Council and the annexation shall be effective for ad valorem tax purposes on and after January 1, 2026.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 09, 2025.

Final adoption of Ordinance by City Council on June 23, 2025.


DocuSigned by:
Mark Cliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

Approved on 6/25/2025 | 9:06 AM MDT.

Disapproved on _____ based on the following objections:

Signed by:

3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:


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

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

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

President of City Council

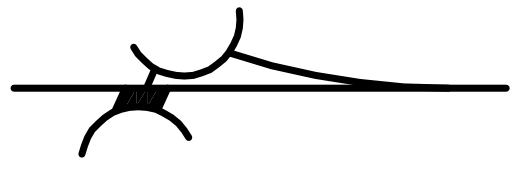
ATTEST

DocuSigned by:

7C02EBDFFC3D43C...

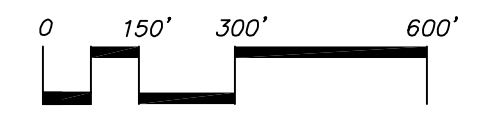
City Clerk

JACKSON RANCH ANNEXATION No. 1

A PORTION OF THE SOUTH HALF OF SECTION 19 AND A PORTION OF THE SOUTH HALF OF SECTION 20,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



SCALE: 1" = 300'



LEGEND

- EXISTING CITY LIMITS LINE
- PROPOSED CITY LIMITS LINE

BASIS OF BEARINGS:

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

1. AREA TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19 AND A PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., A DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 2660.43 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78; THENCE N. 51°35'59" E. ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 230.91 FEET; THENCE S. 38°24'01" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1.00 FEET; THENCE N. 51°35'59" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 749.66 FEET; THENCE N. 89°35'23" E., A DISTANCE OF 448.61 FEET; THENCE S. 00°23'05" E., A DISTANCE OF 208.52 FEET; THENCE N. 89°36'55" E., A DISTANCE OF 309.80 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 130.93 FEET; THENCE N. 89°35'18" E., A DISTANCE OF 199.98 FEET; THENCE N. 00°24'05" W., A DISTANCE OF 199.98 FEET; THENCE S. 89°35'13" W., A DISTANCE OF 200.16 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 68.05 FEET; THENCE S. 89°36'55" W., A DISTANCE OF 100.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 152.270 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

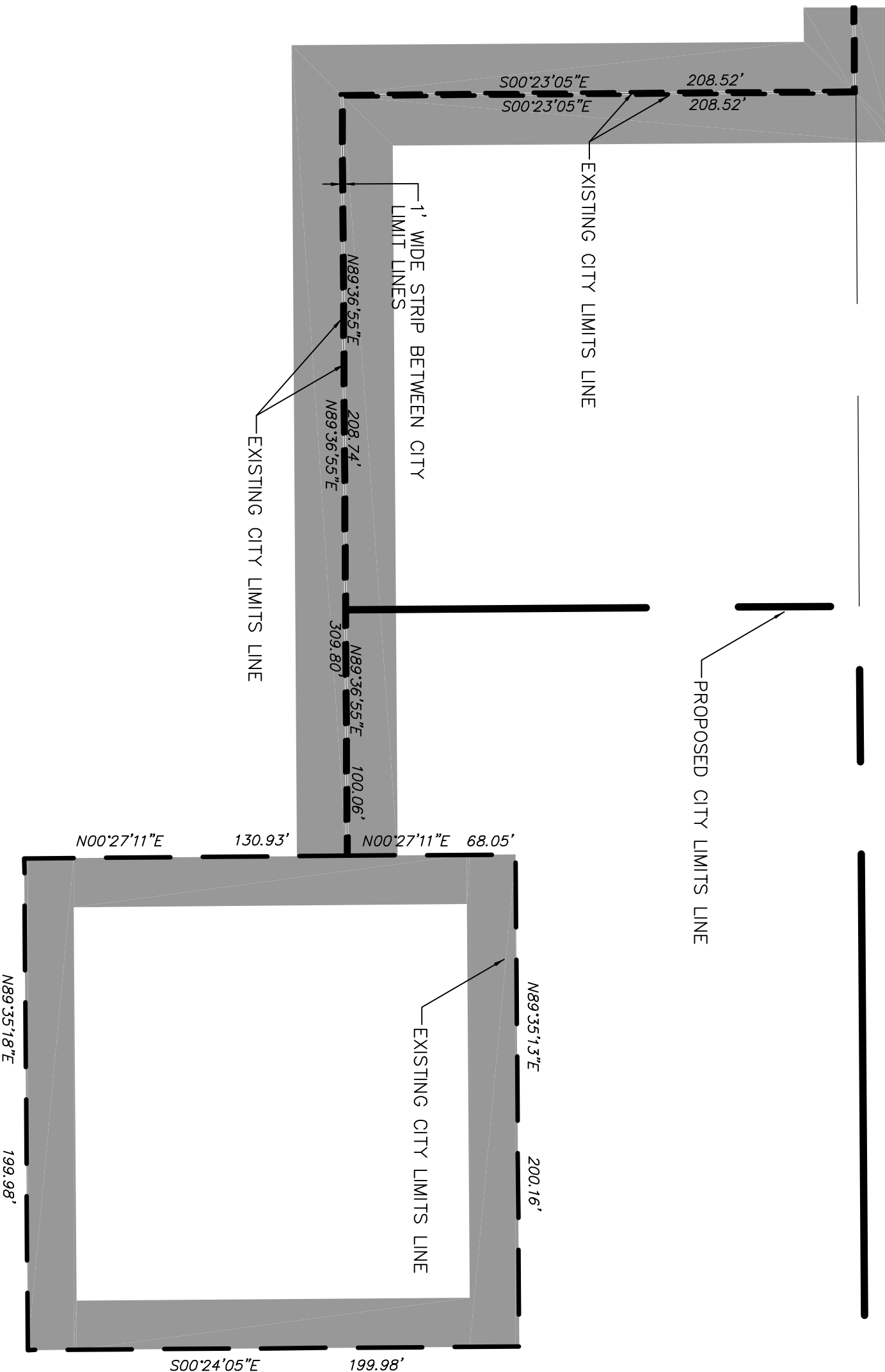
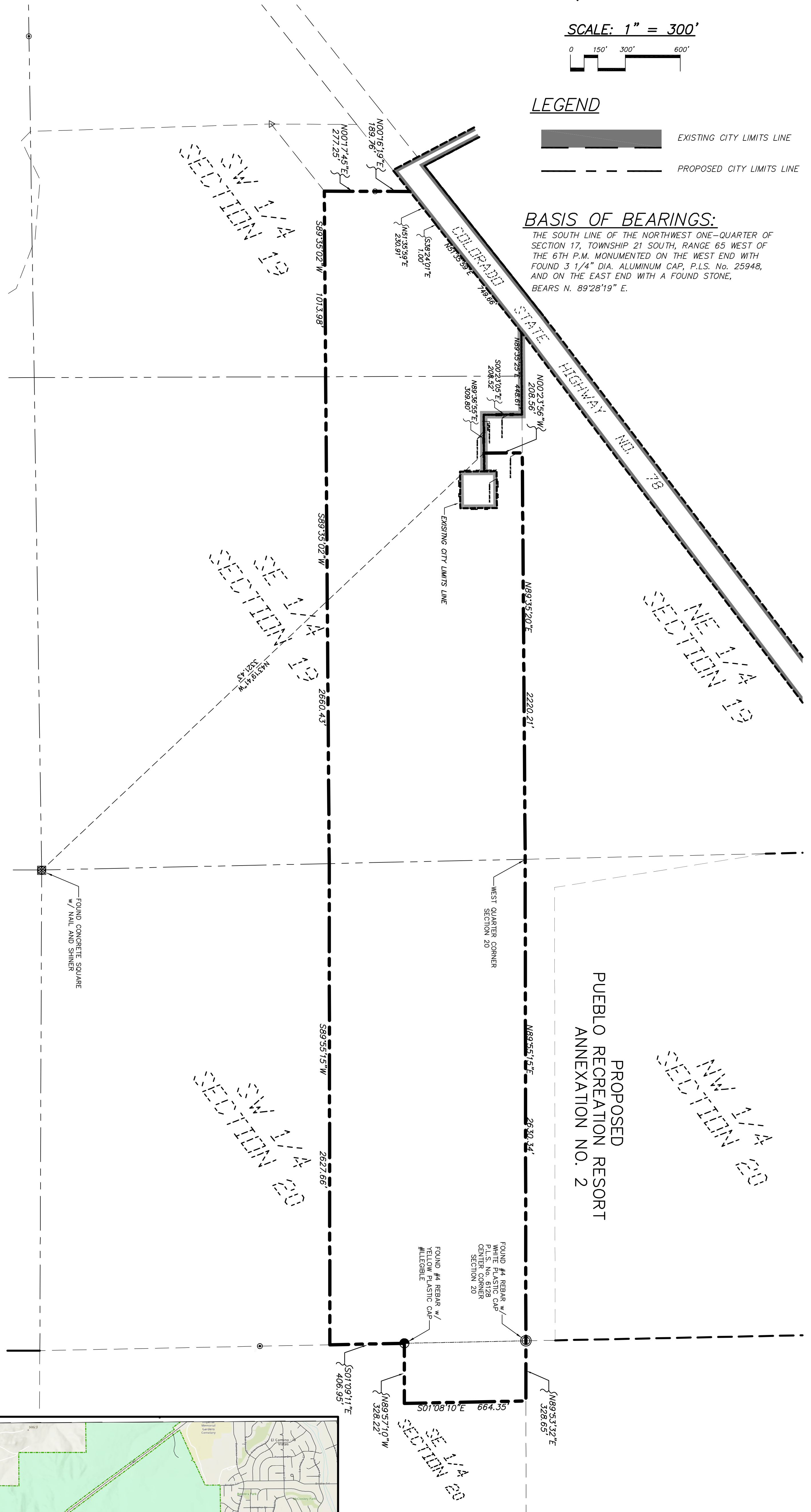
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3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

By: Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on behalf of NorthStar Engineering
And Surveying, Inc.



PROPOSED
PUEBLO RECREATION RESORT
ANNEXATION NO. 2

NORTHSTAR ENGINEERING AND SURVEYING, INC.		(719)544-6823 (719)544-6825 FAX	
111 E. 5TH ST. PUEBLO, CO 81003			
ANNEXATION PLAT			
FILE: 2203200-ANNEX.DWG	DRAWN BY: DJA	JOB NO. 2203200	
SCALE: 1" = 300'	CHECKED BY: MLC	SHEET 1 OF 1	
DATE: 03-04-2024			

ANNEXATION AGREEMENT

CASE NOS. A-24-04 & A-24-04 JACKSON RANCH ANNEXATION NO. 1-2

This Annexation Agreement is made effective as of _____ 2025, by and between the City of Pueblo, a Municipal Corporation, (the “City”), for the use and benefit of RJPC Ranch, LLC, a Colorado limited liability company, (“Petitioner”),

WITNESSETH

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

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

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

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

I. REPRESENTATIONS AND WARRANTIES OF PETITIONER

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

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

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

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

II. OVERALL DEVELOPMENT PLAN

(1) When a tract of land proposed for subdivision constitutes a part of a larger tract of land owned or controlled by the subdivider, whose intention is to subdivide the remaining part or parts of the larger tract at some future date, an Overall Development Plan shall be prepared and submitted by the subdivider and approved by the Planning Commission prior to preparation and submission of the subdivision plat of the tract proposed for initial subdivision.

(2) An Overall Development Plan shall be prepared in accordance with the requirements of regulations contained in Section 12-4-5(a) of the Pueblo Municipal Code, as may be hereafter amended, and the Overall Development Plan shall be adopted by the Planning and Zoning Commission. The Overall Development Plan shall be prepared in consultation with the City's Subdivision Review Committee and submitted in its entirety to the Planning and Zoning Commission. The Overall Development Plan shall comply with the policies of the Pueblo Regional Comprehensive Development Plan existing as of the date the Overall Development Plan is approved. The Overall Development Plan as submitted and approved by the Planning and Zoning Commission shall have the flexibility to adapt to changing conditions over the estimated time period for the development of the land within the Overall Development Plan and shall consist of the following prepared in accordance and in compliance with standards, criteria and policies adopted by resolution, ordinance or regulation: development plan, land use including open space and park plans; drainage plan; sanitary sewer plan; transportation plan; and appropriate environmental studies. Nothing herein shall be applied or construed to limit or otherwise release the Petitioner from any obligations or requirements under the Pueblo Municipal Code including, without limitation, Chapter 4 of Title XII. With respect to the Sanitary Sewer Plan, it is specifically acknowledged that:

(a) The Sanitary Sewer Plan shall be prepared in accordance with the Sanitary Sewer Design Criteria and Policies for City of Pueblo published November 11, 2024, or as same may hereafter be amended, and be certified by Professional Engineers competent in the field of sanitary sewer engineering and registered in the State of Colorado. The Sanitary Sewer Plan shall address the needs of the gravity-fed sanitary sewer drainage basin of which the Property is a part, from the tributary area south and west of Property, and through the Property to the eastern Property line as described in Exhibit C. Additionally, the Sanitary Sewer Plan shall also address the other non-gravity-fed areas within the Property. The sewer drainage basin shall be approved by the Director of Wastewater. Associated impacts on City's existing sanitary sewer system and proposed sanitary sewer system shall be identified in the Sanitary Sewer Plan, and those impacts which are reasonably attributable to the development of the Property as determined by the City, in its sole discretion, shall be mitigated through the installation of sanitary sewer improvements installed by and at the

expense of the Petitioner. The Sanitary Sewer Plan shall include a phasing plan or schedule for such sanitary sewer improvements.

(3) Petitioner may submit the Overall Development Plan to the Planning and Zoning Commission for approval any time after the City Council has found the petition for annexation of the Property to be valid in accordance with the provisions of §31-12-107, C.R.S. The City may refuse to approve any building or occupancy permit for any portion or all of the Property until after an Overall Development Plan is approved.

III. ZONING AND SUBDIVISION

(1) The Property is currently identified within two separate future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. These Future Land Use Categories as shown on the attached Future Land Use Map, Exhibit C-1 include Special Development Area and Rural Ranch.

(2) A zoning map amendment application may be filed at any time after the petition for annexation has been found to be valid in accordance with the provisions of Section 31-12-107, C.R.S. The Planning and Zoning Commission may hear the application for zoning and make its recommendations thereon prior to annexing the Property, but the proposed zoning ordinance shall not be passed on final presentation prior to the date the ordinance approving the annexation of the Property, and the final approval of an ordinance amending to the Pueblo Regional Comprehensive Plan's Future Land Use Map.

(3) No later than ninety (90) days after the effective date of the ordinance annexing the Property, Petitioner shall take and perform all actions necessary for the Property containing approximately 292.6 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned Agricultural One (A-1) serving as an interim A-1 zone district for a period up to but not to exceed 180 months from the date of this Annexation Agreement. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any portion of the Property classified as Agricultural One (A-1) zone district until after that portion of the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan.

(4) No later than ninety (90) days after the effective date of the ordinance annexing the Property, Petitioner shall take and perform all actions necessary for the Property as shown on the attached Land Use Plan, Exhibit C-2, to be zoned into the following zone districts:

(a) Property containing approximately 220 acres into a R-2, Single-Family Residential District.

(b) Property containing approximately 33 acres into a R-3, One and Two-Family Residential District.

(c) Property containing approximately 46 acres into a A-4, Agricultural District.

These zone districts constitute the zone district most nearly corresponding to the land use

classification into which the Property has been classified or may in the reasonable future be classified under the City's comprehensive plan. If the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property.

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

(6) No rights shall exist in Petitioner nor with respect to the Property arising from any preexisting subdivision or use at the time of annexation. No application for subdivision of any part of the Property shall be submitted to or considered by the City until after the Overall Development Plan has been approved by the Planning and Zoning Commission; provided, however, that if the Property is intended to be included in a single subdivision, the application for such subdivision may be submitted at the time the Overall Development Plan is submitted to the Planning and Zoning Commission. No subdivision of the Property shall be approved prior to the time the ordinance annexing and zoning the Property is approved on final presentation. No building permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure until the property on which the building or structure is located is subdivided in accordance with any and all requirements of this Agreement and Title XII, Chapter 4 of the Pueblo Municipal Code, as same may be amended.

IV. PUBLIC FACILITIES

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

V. UTILITIES

The Petitioner shall comply with all applicable City of Pueblo (sanitary and storm sewers), Xcel Energy (natural gas), the applicable electric utility franchised and holding a Certificate of Public Convenience and Necessity for electric service within the annexed area, Comcast of Colorado IV, LLC (cablevision), Pueblo Water (water), and authorized ILEC and CLEC (telephone/data transmission) for the installation of mains, lines, stations, and any other appurtenant utility facilities in effect at the time of such installation. All existing and new power lines less than 30,000 volts and

all other overhead utilities within the Property shall be installed underground.

VI. COMPLIANCE WITH ORDINANCES

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

VII. BINDING EFFECT

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

VIII. AMENDMENTS

Amendments to this Annexation Agreement may only be made through formal petition to and approval by Ordinance of the City Council after such amendment has been submitted to and reviewed by the appropriate City Departments and such Departments have submitted their findings and recommendations to the City Council. All amendments to the Overall Development Plan must be approved by the Planning and Zoning Commission after review and recommendation by the appropriate City Departments.

IX. SEVERABILITY

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

X. VESTED RIGHTS

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

The Petitioner acknowledges and agrees that neither this Annexation Agreement nor any provision hereof, nor the annexation of the Property to the City, nor the approval of the Overall Development Plan, zoning or subdivision, either separately or jointly (a) creates or establishes a

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

XI. BUILDING PERMITS

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

XII. DISCONNECTION

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

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

XIII. CONTRACTUAL NATURE OF ANNEXATION AGREEMENT

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

XIV. SPECIAL IMPROVEMENTS AND DEDICATIONS AND SYSTEM DEVELOPMENT FEES

In addition to the on-site and off-site improvements and land dedications required to be made by the provisions of this Annexation Agreement, Petitioner will construct and install the improvements, dedicate the land, and pay or cause to be paid the system development **any** fees described in Exhibit C attached hereto and incorporated herein. The improvements, dedications,

and system developments described in said Exhibit C are in addition to and not in substitution for any improvements or dedications otherwise required by this Annexation Agreement.

XV. MISCELLANEOUS

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

- (a) if to the City: Mayor, City of Pueblo
1 City Hall Place, 2nd Floor
Pueblo, CO 81003
- (b) copy to: City Attorney
1 City Hall Place, 3rd Floor
Pueblo, CO 81003
- (c) if to the Petitioner: Raymond D. O’Sullivan, Manager
RJPC Ranch, LLC
17 S. Wahsatch Avenue
Colorado Springs, CO 80903
- (d) copies to: Craig Dossey, President
Vertex Consulting Services
P.O. Box 1385
Colorado Springs, CO 80901

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

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

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

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

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

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

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

CITY OF PUEBLO, a Municipal Corporation

[S E A L]

By: _____
Heather Graham, Mayor

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO)
COUNTY OF PUEBLO) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Heather Graham as Mayor of the City of Pueblo and Marisa Stoller as City Clerk of Pueblo, a Municipal Corporation.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

PETITIONER:

RJPC RANCH, LLC,
A COLORADO LIMITED LIABILITY
COMPANY:

By: _____
Raymond D. O’Sullivan
Manager

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by Raymond D. O’Sullivan, as Manager, RJPC RANCH, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

Exhibit A

JACKSON RANCH ANNEXATION NO. 1

1. AREAS TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19 AND A PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 2660.43 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78; THENCE N. 51°35'59" E. ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 230.91 FEET; THENCE S. 38°24'01" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1.00 FEET; THENCE N. 51°35'59" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 749.66 FEET; THENCE N. 89°35'23" E., A DISTANCE OF 448.61 FEET; THENCE S. 00°23'05" E., A DISTANCE OF 208.52 FEET; THENCE N. 89°36'55" E., A DISTANCE OF 309.80 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 130.93 FEET; THENCE N. 89°35'18" E., A DISTANCE OF 199.98 FEET; THENCE N. 00°24'05" W., A DISTANCE OF 199.98 FEET; THENCE S. 89°35'13" W., A DISTANCE OF 200.16 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 68.05 FEET; THENCE S. 89°36'55" W., A DISTANCE OF 100.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 152.270 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A

DISTANCE OF 2660.43 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

AND

JACKSON RANCH ANNEXATION NO. 2

1. AREAS TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SECTION 29; THENCE N. 00°22'16" W., A DISTANCE OF 2578.85 FEET TO THE POINT OF BEGINNING; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 526.83 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46

FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 276.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 276.23 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1; THENCE N. 89°35'02" E., A DISTANCE OF 2660.43 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2627.66 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., A DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 439.33 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

BEGINNING AT THE SOUTHEAST CORNER OF JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 400.17 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46 FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 422.71 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 422.71 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1 AND THE POINT OF TERMINUS.

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

EXHIBIT B

Petitioner owns Property in fee simple subject to encumbrances on title, as detailed in Schedule B, Parts I and II, of the Land Title Guarantee Company title commitment dated May 11, 2022, which was provided to the City by Petitioner via email transmittal on June 28, 2023. All encumbrances on title are acceptable by the City for the purpose of annexation of the Property.

EXHIBIT C

SPECIAL IMPROVEMENTS AND DEDICATIONS

JACKSON RANCH ANNEXATIONS (A-24-04 & A-24-05)

ANNEXATION AGREEMENT

1. Off-Site Roadways

In compliance with the latest version of the Pueblo Area Council of Governments Long Range Transportation Plan (Roadway Corridor Preservation Plan), the City of Pueblo will identify for the Petitioner the alignment of off-site freeways, expressways, arterials, and collectors, which provide connectivity to the Property. Petitioner will cause all local roadways within the Property to connect with all adjoining publicly dedicated local roadways.

2. Accesses to Property

The primary existing roadway accesses to the Property, shown on the attached Exhibit C-3, are from State Highway 78, Lake Avenue, Bridle Trail, and a North-South Collector Roadway which are described in paragraphs a, b, c and d below. Future roadway network connectivity with the Property may be provided via provisions for secondary access to and from the Property described in paragraph e below.

a. State Highway 78. State Highway 78 (“SH 78”), which is within Pueblo’s corporate city limits, extends in a southwesterly direction along the northwestern boundary of the Property, as described and shown on Exhibit C-3. The State of Colorado Department of Transportation (CDOT) controls accesses to State Highway 78 adjacent to the development. The Petitioner shall coordinate with the CDOT regarding all access permitting and construction to State Highway 78. Petitioner shall, at its sole cost and expense, not later than one-hundred eighty (180) days after the issuance of the first building permit for construction within each subdivision that is served by an access from

either Lake Avenue or Bridle Trail to SH78 (a) obtain a permit from the Colorado Department of Transportation (CDOT) that provides access to the Property from State Highway 78, and will bear all cost of obtaining the access permit, design, and construction of all improvements required by the permit, (b) dedicate to the public or deed to the City right-of-way based on the classification of the roadway within the Pueblo Roadway Development Plan in an alignment approved by the Director of Public Works between SH 78 and the Property, and (c) construct and install all improvements required by CDOT and the access permit. Unless otherwise authorized in the sole and absolute discretion of City, Petitioner shall be responsible and liable for any future modification of such permit based upon changes in land use and access use within the Property as may be required and granted by CDOT. All such costs and expenses incurred by Petitioner may be eligible for Cost Recovery from adjoining property owners as provided in Section 12-4-12 of the Pueblo Municipal Code.

b. Lake Avenue. Lake Avenue is a future planned roadway that will extend south from SH 78 approximately 3,125 feet to the northern boundary of the Property and extend approximately 2,708 feet through the Property to the eastern boundary of the Property in an alignment approved by the Director of Public Works as generally described and shown on Exhibit C-3

The section of Lake Avenue south of SH 78 shall be designed as a Principal (Major Arterial) roadway with a one-hundred twenty (120) foot right-of-way. The one hundred (120) foot right-of-way may be required to be expanded to no greater than a maximum of one hundred sixty-five (165) feet in specific roadway segments if the traffic study results warrant additional width to accommodate turn lanes or other improvements at full movement intersections.

Provisions for the right-of-way dedication and phased roadway development plan for Lake Avenue shall also be included within all Subdivision Improvement Agreements pertaining to the future subdivisions within the Property. If not already constructed to the Interim Roadway Standard

approved by the Director of Public Works, Petitioner shall be required to construct the portion of Lake Avenue south of SH 78 to the Interim Roadway Standard as depicted in Exhibit C-4, Lake Avenue Interim Principal (Major) Arterial Roadway Standard. Lake Avenue, upon construction to the Interim Roadway Standard and acceptance by the City, shall be owned and maintained by the City except for any landscaped medians that may be installed at the option of the Petitioner and landscaping at the outside edges of the right-of-way as depicted in Exhibit C-4, Lake Avenue Interim Principal (Major) Arterial Roadway Standard. Landscaped medians and landscaping along the outside edges of the right-of-way shall be maintained by the Petitioner, a metropolitan district, or a development association. If Lake Avenue is already constructed to the Interim Roadway Standard, the Petitioner shall be required to construct the remaining build out of the roadway in compliance with the schedule of such traffic improvements in accordance with the transportation plan and associated subdivision improvement agreements approval by the Director of Public Works.

c. Bridle Trail. Bridle Trail will generally follow an existing rural county road that extends approximately 4,600 feet in a southerly direction from SH 78 within a 100-foot-wide strip of property that is included within the land being annexed into the City, extending to link with the remainder of the Property. The section of Bridle Trail south of SH 78 shall be platted with a one hundred (100) foot right-of-way.

i. The one hundred (100) foot right-of-way may be required to be expanded within specific roadway segments if the traffic study results warrant additional width to accommodate turn lanes or other improvements at full movement intersections.

ii. Specific sections of Bridle Trail as generally described and shown on Exhibit C-3 may be constructed by Petitioner, at its sole cost and expense, to a Mixed-Use Collector standard if the traffic study, approved by the Director of Public Works, warrants the reduction in roadway width.

iii. Provisions for the right-of-way dedication and a phased roadway development plan of Bridle Trail shall be included within Subdivision Improvement Agreements pertaining to future subdivisions within the Property.

d. North-South Collector Roadway. The North-South Collector Roadway will extend south of Bridle Trail approximately 5,600 feet to the southern boundary of the Property as generally described and shown on Exhibit C-3. The North-South Collector Roadway shall be platted and designed as a Mixed-Use Collector Roadway with an eighty (80) foot right-of-way. The (80) foot right-of-way may be required to be expanded to no greater than a maximum of one hundred (100) feet in specific roadway segments if the traffic study results warrant additional width to accommodate turn lanes or other improvements at full movement intersections. The section of the North-South Collector Roadway extending approximately 2,000 feet to the southern boundary of the Property, as generally described and shown on Exhibit C-3, may be constructed to reduced width, approved by the Director of Public Works, if the traffic study justifies a reduction in the pavement width.

e. Secondary Access. The Petitioner shall provide secondary access to the Property in accordance with the 2015 International Fire Code as amended and as enacted in City Ordinance 8900. The alignment, design, construction and installation of the secondary access shall be approved by the Director of Public Works.

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

Segments of Bridle Trail as generally described and shown on Exhibit C-3 which are utilized for secondary access to the Property in accordance with the 2015 International Fire Code as amended

and as enacted in City Ordinance 8900, may initially be constructed by Petitioner, at its sole cost and expense, to a 28' wide Pioneer Road alignment and design, as described and shown on Exhibit C-4, Roadway Design Standards, Typical Cross Section of 28' Pioneer Road. The Pioneer Road interim alignment and design shall be approved by the Director of Public Works and, upon final construction and acceptance by the City, shall be maintained by the City.

If segments of Bridle Trail are constructed to provide secondary access in accordance with the 2015 International Fire Code as amended and as enacted in City Ordinance 8900 but are not constructed to a roadway standard acceptable to the Director of Public Works, the Petitioner shall be responsible for the maintenance of such segments of the roadway.

3. Roadway Design and Alignment

a. All Road Improvements will be constructed in conjunction with the development of each area shown on attached Exhibit C-3 and as otherwise provided in the Annexation Agreement. All such roadways shall be designed and aligned in accordance with the Roadway Classification Design Standards and Policies and the City's Standard Construction and Standard Details (Revised: April 11, 2022) or as same may be hereafter amended and in accordance with construction plans, except as otherwise provided for in this agreement. All designs and plans shall be approved by the Director of Public Works.

b. If not previously done, the Petitioner, at its sole cost, shall dedicate or convey by general warranty deed the necessary right-of-way in an alignment that is acceptable to the Director of Public Works. Such dedication or conveyance shall be completed within one hundred (180) days after the adjacent portion of the Property is subdivided.

c. Petitioner acknowledges and agrees that, if Petitioner fails to construct the Roadway Improvements as herein agreed or defaults on any other provision of this Exhibit C or the Annexation Agreement, the City shall have all legal remedies available at law or in equity to enforce Petitioner's

construction obligation and any other obligations including but not limited to a legal action against Petitioner for breach of contract and/or default on an indebtedness. In addition, and as set forth elsewhere in the Annexation Agreement, the City may withhold building permits, occupancy permits, subdivision approvals, zoning approvals and all other governmental grants of authority until such time as Petitioner shall have cured any default in performance under Exhibit C or the Annexation Agreement as a whole.

4. Transportation Impact Fee

a. Petitioner and any subsequent owner of all or any part of the Property shall, as a condition of the issuance of a building permit for the construction of any one or more dwelling units within the Property, pay a Transportation Impact Fee (“TIF”) of Two Thousand Eight Hundred Eighty Dollars (\$2,880) for each dwelling unit to be constructed within the Property Beginning with the 2026 calendar year, the TIF amount shall be adjusted annually based on the most recent Construction Cost Index published by the Colorado Department of Transportation. The 1st quarter 2025 cost index data will serve as the baseline for future TIF fee adjustments. The TIF shall be paid to the City at the time a building permit is issued for each dwelling unit and shall be deposited in an interest-bearing account identified as the "Jackson Ranch Transportation Improvement Account." Petitioner, for itself and its successors and assigns, including all subsequent owners of land within the Property, stipulate and agree that there is an essential nexus between the TIF and the City's legitimate interest in providing for roadway improvements within the Property and that the TIF is roughly proportional both in nature and extent to the impact of the proposed development of the Property.

b. TIF funds shall be used for the design and construction of roadway and bridge improvements including, but not limited to, roadway and bridge structure, paving, traffic signals, signal interconnect, conduit and flyer, deceleration/ acceleration lanes, curb and gutter, stormwater

collection and detention facilities designed as part of a roadway project, median islands, transportation signage, sidewalks, ADA access ramps, bike and pedestrian trails constructed within a transportation project right-of-way. TIF funds are not eligible to be expended or reimbursed for the installation of the public utility lines such as water, wastewater, electric, natural gas, television cable, or other electronic transmission lines, and other nontransportation improvement related expenses.

c. If Petitioner incurs cost and expenses for the installation and construction of eligible transportation improvements, (“Reimbursable Costs”), Petitioner may request reimbursement from the Jackson Ranch Transportation Improvement Account for the improvements based on the pro rata share of the linear footage costs included in the Transportation Impact Fee Calculation attached as Exhibit C-5. All requests for reimbursement shall be made to and approved by the Director of Public Works based upon the Cost Estimate attached as Exhibit C-5. Request for reimbursement shall be made upon such forms and with such supporting documents as the Director of Public Works shall determine. Request for reimbursement may not be submitted until after the improvements for which reimbursement is eligible and requested have been constructed or installed and approved by the Director of Public Works, but in no event later than two (2) years after the improvements have been constructed or installed.

d. If there are inadequate monies in the Jackson Ranch Transportation Improvement Account to pay in full the requested and approved Reimbursable Costs, the unpaid balance thereof shall be paid proportionately with other unpaid approved reimbursable costs, without interest, as Fees for dwelling units constructed within the Property.

e. Reimbursable Costs shall not be in addition to any cost recovery available to Petitioner under Section 12-4-12 of the Pueblo Municipal Code (“Cost Recovery”). Any Cost Recovery to which Petitioner shall be entitled pursuant to said Section 12-4-12 with respect to all or

any part of the Reimbursable Costs for which Petitioner has filed a request for reimbursement shall be collected by the City and deposited in the Jackson Ranch Transportation Improvement Account.

5. Sanitary Sewer

Prior to, or at the time of subdivision, Petitioner is responsible for completing a flow analysis report, Jackson Ranch Sanitary Sewer Master Plan, for the proposed sanitary sewer system and City's existing sanitary sewer system. The flow analysis report, completed by a professional engineer and approved by the Director of Wastewater, shall identify the location(s) of the connection(s) for the proposed subdivision to the existing sanitary sewer system from Sanitary Sewer Basins A, B & C as generally described and shown on Exhibit C-6. Based upon the flow analysis of both the proposed and the City's existing sanitary sewer system; if any portion of City's existing sanitary sewer, that would carry wastewater flows from Property is at capacity, Petitioner shall construct and install, at Petitioner's sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the Property. The size, location and capacity of such sewer lines, mains, and pump stations will be approved by the Director of Wastewater, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published November 11, 2024 or as same may be hereafter amended. The sanitary sewer main and system for the Property including, but not limited to, sewer lines, mains, and pump stations installed as part of the public improvements required for subdivisions within the Property shall be designed by a professional engineer and approved by the Director of Wastewater. It shall be the Petitioner's responsibility, at its sole cost, to secure any permits that may be required by Pueblo County for the installation of the sanitary sewer lines outside of the city limits of Pueblo.

a. Sanitary Sewer Connections from Basins A, B and C

Basin A

If not already installed, Petitioner shall, at its sole cost and expense, not later than

one-hundred eighty (180) days after the issuance of the first building permit for construction within the first subdivision that includes any portion of the Property within Sanitary Sewer Basin A, design and install the off-site sanitary sewer mains, as generally described and shown on Exhibit C-7, from the future manhole to be located in the intersection of Bandera Boulevard and Highway 78 to the northern boundary of the Property or from such other locations that are approved by the Director of Wastewater and identified in the Sanitary Sewer Master Plan, as may be amended. No certificates of occupancy shall be approved by the Director of Wastewater until the off-site sanitary sewer improvements have been completed and accepted by the Director of Wastewater.

Basin B

If not already installed, Petitioner shall, at its sole cost and expense, not later than one-hundred eighty (180) days after the issuance of the first building permit for construction within the first subdivision that includes any portion of the Property within Sanitary Sewer Basin B, design and install the off-site sanitary sewer mains, as generally described and shown on Exhibit C-8, within the future public right of way of Nolan Trace, as generally described and shown on Exhibit C-8, from Manhole No. 463727.8 to the eastern boundary of the Property or from such other locations that are approved by the Director of Wastewater and identified in the Sanitary Sewer Master Plan, as may be amended. No certificates of occupancy shall be approved by the Director of Wastewater until the off-site sanitary sewer improvements have been completed and accepted by the Director of Wastewater.

Basin C

If not already installed, Petitioner shall, at its sole cost and expense, not later than one-hundred eighty (180) days after the issuance of the first building permit for construction within the first subdivision that includes any portion of the Property within Sanitary Sewer

Basin C, design and install the off-site sanitary sewer mains, lift station, and other required improvements as generally described and shown on Exhibit C-9, from the future manhole to be located in the intersection of Bandera Boulevard and Highway 78 to the northern boundary of the Property or from such other locations that are approved by the Director of Wastewater and identified in the Sanitary Sewer Master Plan, as may be amended. No certificates of occupancy shall be approved by the Director of Wastewater until the off-site sanitary sewer improvements have been completed and accepted by the Director of Wastewater.

b. Cost Recovery for Installation of Off-Site or Oversized Sanitary Sewer Improvements

If Petitioner installs sanitary sewers within the Property that are oversized to serve future development or are designed and constructed off-site of the Property that provide additional capacity within the sewer drainage basin, an Agreement to recover an equitable share of the cost of constructing oversized and off-site sewer collection system improvements ("Agreement") may be entered into between the Petitioner and the City in accordance with Chapter 5, Title XVI of the Pueblo Municipal Code or as same may later be amended. To be eligible for cost recovery, Petitioner must comply with and meet the requirements and conditions as set forth under Section 16-5-5 of Pueblo Municipal Code.

c. Discharger Specific Variance

In order to comply with the City of Pueblo's Discharger Specific Variance from the Colorado Water Quality Commission, as amended, the Petitioner shall be required to have all manholes epoxy coated to eliminate the infiltration of ground water into sanitary sewer lines, and any other additional regulations pertaining to Pueblo's Discharger Specific Variance for the sanitary sewer system within the Property.

6. Stormwater

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

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

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

7. Off-Site Roadway, Sanitary Sewer, and Stormwater Rights-of-Way Acquisition

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

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

8. Fire Flow for Wildland Fire Mitigation

Petitioner shall coordinate with the City to provide appropriate fire flow for wildland fire mitigation in undeveloped or yet to be developed areas of the Property. Appropriate fire flow may include install City approved fire hydrants on water supply lines already being constructed for a current or near-term phase of development or it may include providing temporary water supplies such as cisterns or storage tanks in locations identified by the City.

9. Fire Protection Water Supply

The Petitioner, in accordance with the 2015 International Fire Code as amended and as enacted in City Ordinance 8900, shall provide and maintain an approved water supply capable of supplying the required fire flow for fire protection to premises upon which facilities, buildings or portions of buildings are currently constructed, or hereafter constructed or moved into or within the jurisdiction. A water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required fire flow. Reservoirs, pressure tanks, and elevated tanks shall only be considered as an acceptable water supply by the City's Fire Chief, for facilities or buildings that have been constructed on the premises prior to annexation. Fixed system water mains, including fire hydrants, that are public, private, or a combination of both, shall be required for facilities, buildings or portion of buildings that have been constructed on the premises after annexation. Fire flow requirements for buildings or portions of buildings and facilities shall be determined as outlined in Appendix B of the International Fire Code as amended and enacted.

10. Public Safety Fee

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

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

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

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

11. Telecommunications

As incorporated within a Phasing Plan approved as part of a Subdivision Improvement Agreement, Petitioner shall, at its sole expense, design and install a 4” underground fiber optic data transmission conduit (“Fiber Conduit”) within the right-of-way of Lake Avenue from the northern to the southern boundary of the Property according to the phased development of Lake Avenue in a location, alignment and depth approved by the Director of Information Technology. The underground fiber optic data transmission conduit shall be owned and managed by the City. The Fiber Conduit can be installed in coordination with the sanitary sewer main installation within the right-of-way of Lake Avenue. The installation of the conduit shall contain tracer wire. The design and installation of the Fiber Conduit shall also include underground vaults (“handholds”) at both ends of the conduit and every one-thousand foot of conduit that provides access to the fiber optic cable for maintenance and repairs.

EXHIBIT C-1

Regional Comprehensive Plan Future Land Use Map

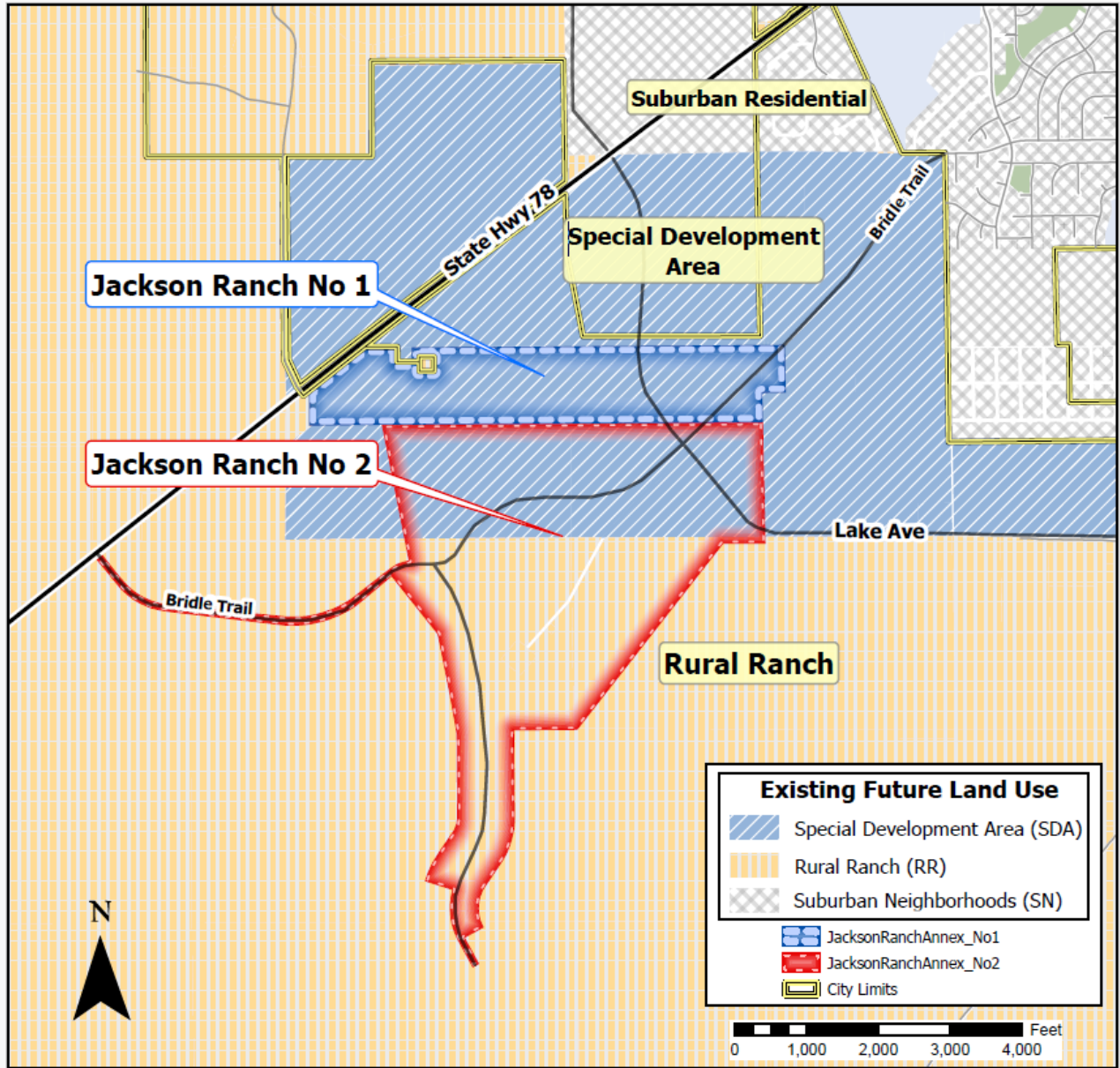


EXHIBIT C-2

Land Use & Future Zoning

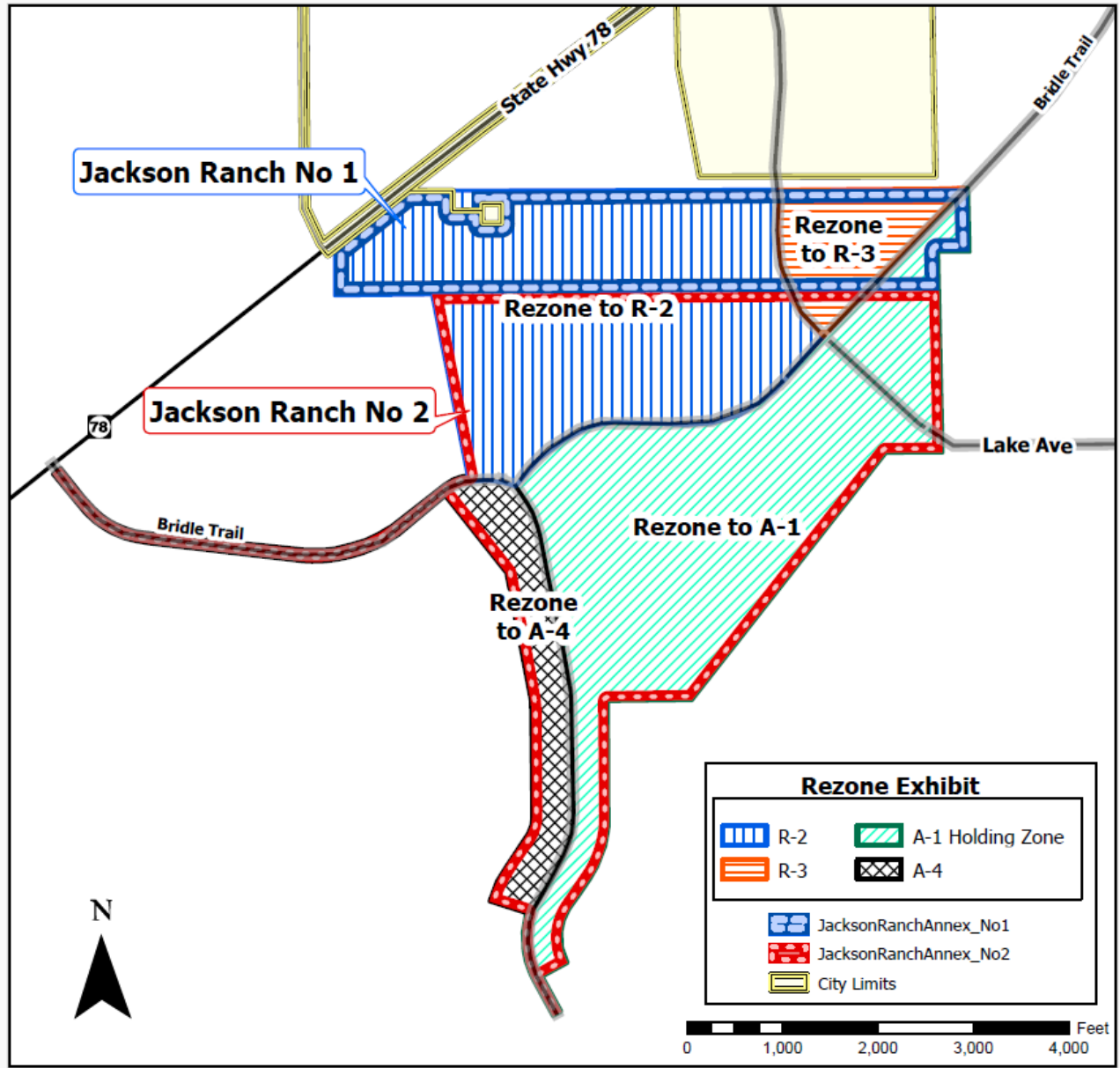


EXHIBIT C-3 Roadway Access Map

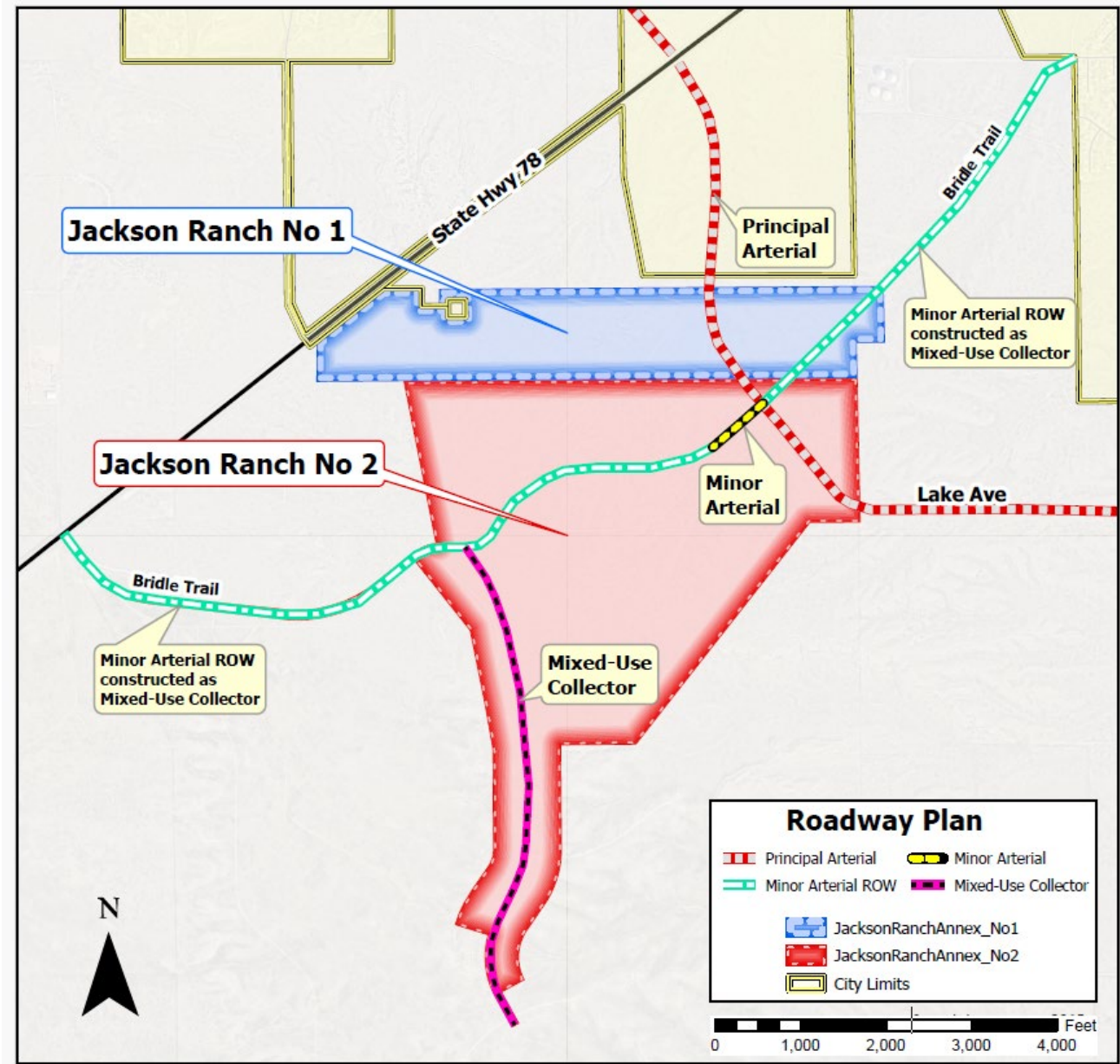


EXHIBIT C-4 Roadway Design Standards

Lake Avenue Interim Principal (Major) Arterial Roadway Standard

Arterial – Major Arterial (INTERIM 2-LANE)	
Land Use	Mixed Use
Function	Provides for continuous traffic movement connecting neighborhoods, areas and regional features at higher speeds with limited access.
Speed Limit	40 to 45 mph
Roadway Width	80' (INTERIM 38')
ROW	120'
Median	All principal arterials are divided roadways (NO MEDIAN FOR 2-LANE INTERIM)
Off-Street Parking	Adjacent properties must comply with zone district regulations
Sidewalk	6' minimum detached sidewalk or approved off road trail connection
Road Segment Length	Points of access must be approved by the Traffic Engineer and the Colorado Department of Transportation when roadway is classified as a State Highway
Emergency Access	Must retain a 20' clearance for emergency vehicles.



MAJOR ARTERIAL
INTERIM
TWO-LANE 38' ROADWAY
120' RIGHT-OF-WAY
STANDARD CURB & GUTTER
(WEST SIDE)
6' DETACHED SIDEWALK
(WEST SIDE)

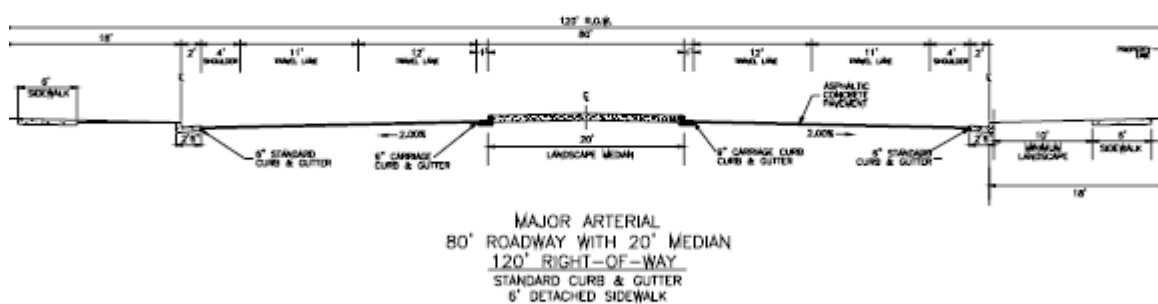
W/RIGHT TURN LANES:
CROSS SECTION ON INTERSECTION
APPROACHES WITH SOUTHBOUND
RIGHT TURN DECELERATION LANES: 12'
TURN LANE INSTEAD OF 4' OUTSIDE
SHOULDER: SIDEWALK BUFFER
REDUCES TO 2.75'

W/ SINGLE LEFT TURN LANES:
CROSS SECTION ON
INTERSECTION APPROACHES WITH
SINGLE NORTHBOUND OR
SOUTHBOUND LEFT TURN LANES:
EXPAND CROSS SECTION TO THE
EAST 12' FROM THE CROWN;
PROVIDE NECESSARY REDIRECT
TAPERS FOR THE NORTHBOUND
THROUGH LANES

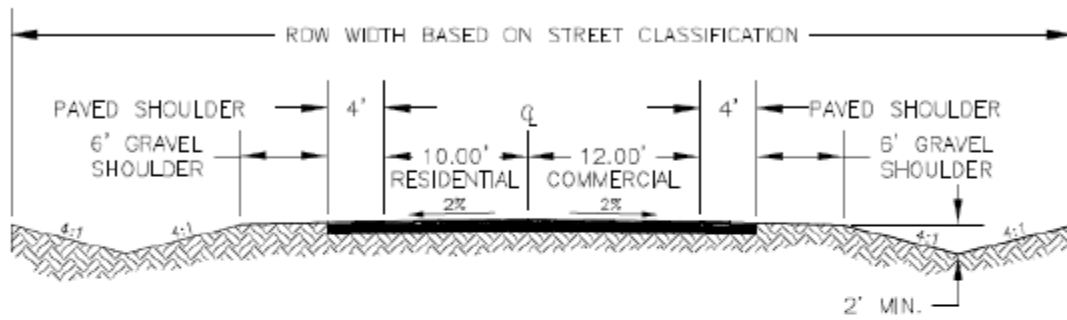
W/DUAL LEFT TURN LANES:
CROSS SECTION ON INTERSECTION
APPROACHES WITH DUAL NORTHBOUND
LEFT TURN LANES: PROVIDE 6' ADDITIONAL
RIGHT-OF-WAY EACH SIDE, SHIFT THIS
CROSS SECTION 6' TO THE WEST AND
EXPAND THE EAST SIDE PAVEMENT CROSS
SECTION TO THE EAST 6'; PROVIDE
NECESSARY REDIRECT TAPERS FOR THE
NORTHBOUND AND SOUTHBOUND
THROUGH LANES

General Roadway Sections and Design Criteria

Arterial – Major Arterial	
Land Use	Mixed Use
Function	Provides for continuous traffic movement connecting neighborhoods, areas and regional features at higher speeds with limited access.
Speed Limit	40 to 45 mph
Roadway Width	80'
ROW	120'
Median	All principal arterials are divided roadways
Off-Street Parking	Adjacent properties must comply with zone district regulations
Sidewalk	6' minimum detached sidewalk or approved off road trail connection
Road Segment Length	Points of access must be approved by the Traffic Engineer and the Colorado Department of Transportation when roadway is classified as a State Highway
Emergency Access	Must retain a 20' clearance for emergency vehicles.



165' ROW (for dual left turn lanes and right turn lanes at Major Intersections and 135' where cross section includes single left turn lanes and separate right turn lanes



Typical Cross Section of 28' Pioneer Road

The alignment, design, construction and installation of a Pioneer Road for secondary access shall comply with the General Provisions for Roadway Classification Design Standards and Policies and the City's Standard Construction and Standard Details (Revised: March 28, 2005) as later amended and in accordance with construction plans, all which shall be approved by the Director of Public Works.

EXHIBIT C-5 Transportation Impact Fee Calculation

Transportation Impact Fee Eligible Roadway Expenses Calculation

Lake Avenue Distance in Ft	Road Class		Cost Per Linear Foot	Estimated Cost	10% Contingency	Total Cost W/ Contingency:
3,450	Interim Principal Arterial	Through Jackson Ranch Annexation Property	260	\$898,150	\$89,815	\$987,965
2,800	Interim Principal Arterial	NW Off-Site Jackson Ranch Annexation Property to SH- 78	260	\$728,933	\$72,893	\$801,827
6,250				\$1,627,083	\$162,708	\$1,789,792
Bridle Trail Distance in Ft	Road Class		Cost Per Linear Foot	Estimated Cost		
5,400	Modified Minor Arterial (Mixed Use Collector)	West of intersection with north/south collector road to SH-78	295	\$1,591,200	\$159,120	\$1,750,320
3,000	Modified Minor Arterial (Mixed Use Collector)	East of intersection with north/south collector road to Lake Ave. (Excludes 800' approach to Lake Ave.)	295	\$884,000	\$88,400	\$972,400
800	Minor Arterial	SW approach to Lake Ave.	546	\$437,067	\$43,707	\$480,773
2,150	Modified Minor Arterial (Mixed Use Collector)	Northeast of Lake Ave.	295	\$633,533	\$63,353	\$696,887
11,350				\$3,545,800	\$354,580	\$3,900,380
North/South Collector Distance in Ft	Road Class		Cost Per Linear Foot	Estimated Cost		
3,350	Mixed Use Collector	From Bridle Trail intersection south to the intersection with future east/west Mixed Use Collector	295	\$987,133	\$98,713	\$1,085,847
2,400	Neighborhood Collector	From intersection with future east/west Mixed Use Collector south to intersection with east/west County Collector	308	\$739,733	\$73,973	\$813,707
5,750				\$1,726,867	\$172,687	\$1,899,553
CDOT SH78 Access Permits Improvement Costs				\$300,000		
Total Estimated Transportation Impact Fee Costs				\$7,199,750		
Estimate Number of Residential Housing Units						
Per Impact Report - School Residential Unit Calculation				2,500		
Total Impact Fee Per Residential Unit Building Permit				\$2,880		

EXHIBIT C-6
Sanitary Sewer Basins Map

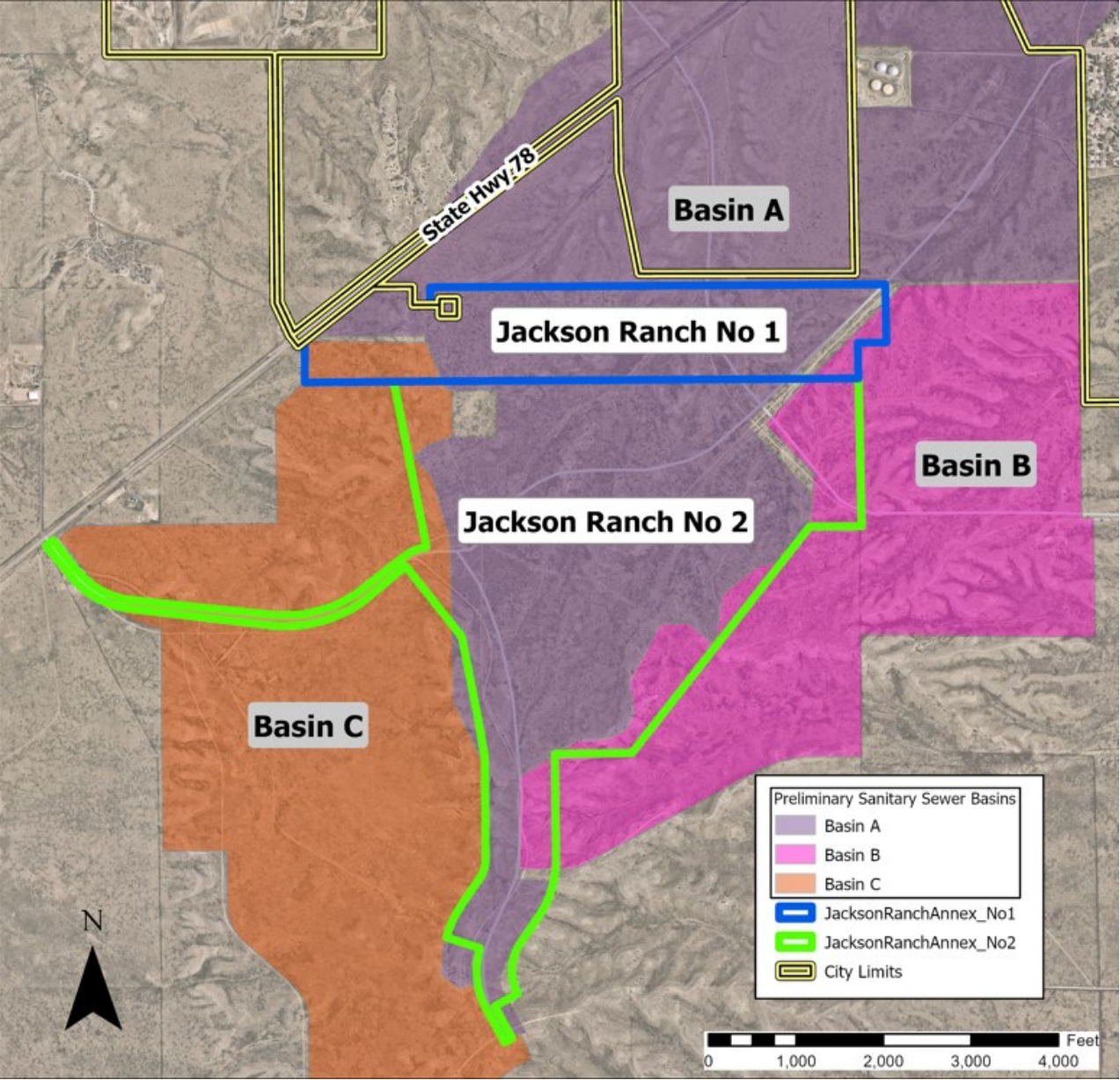


EXHIBIT C-7

Sanitary Sewer Basin A Connection Location

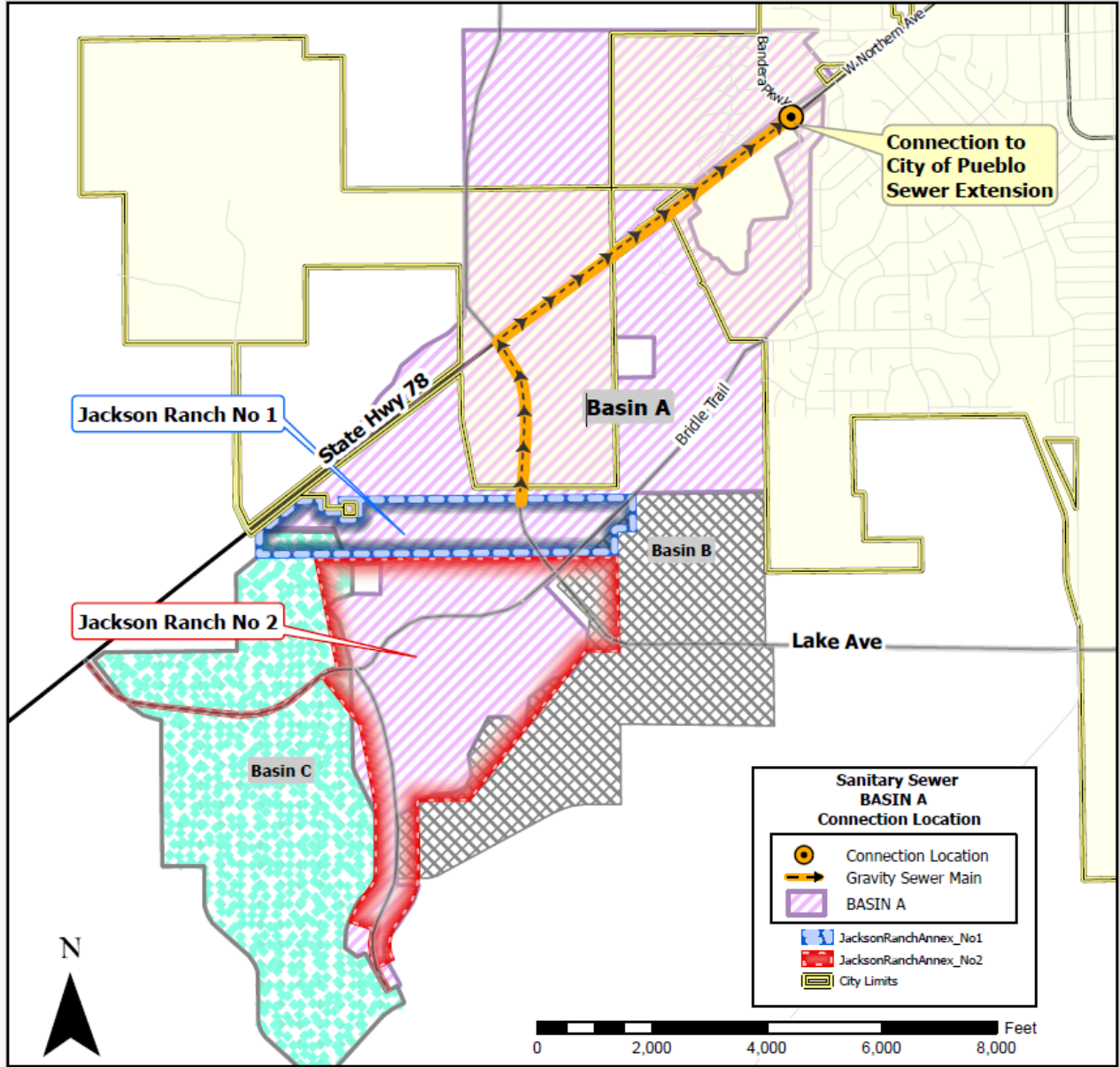


EXHIBIT C-8

Sanitary Sewer Basin B Connection Location

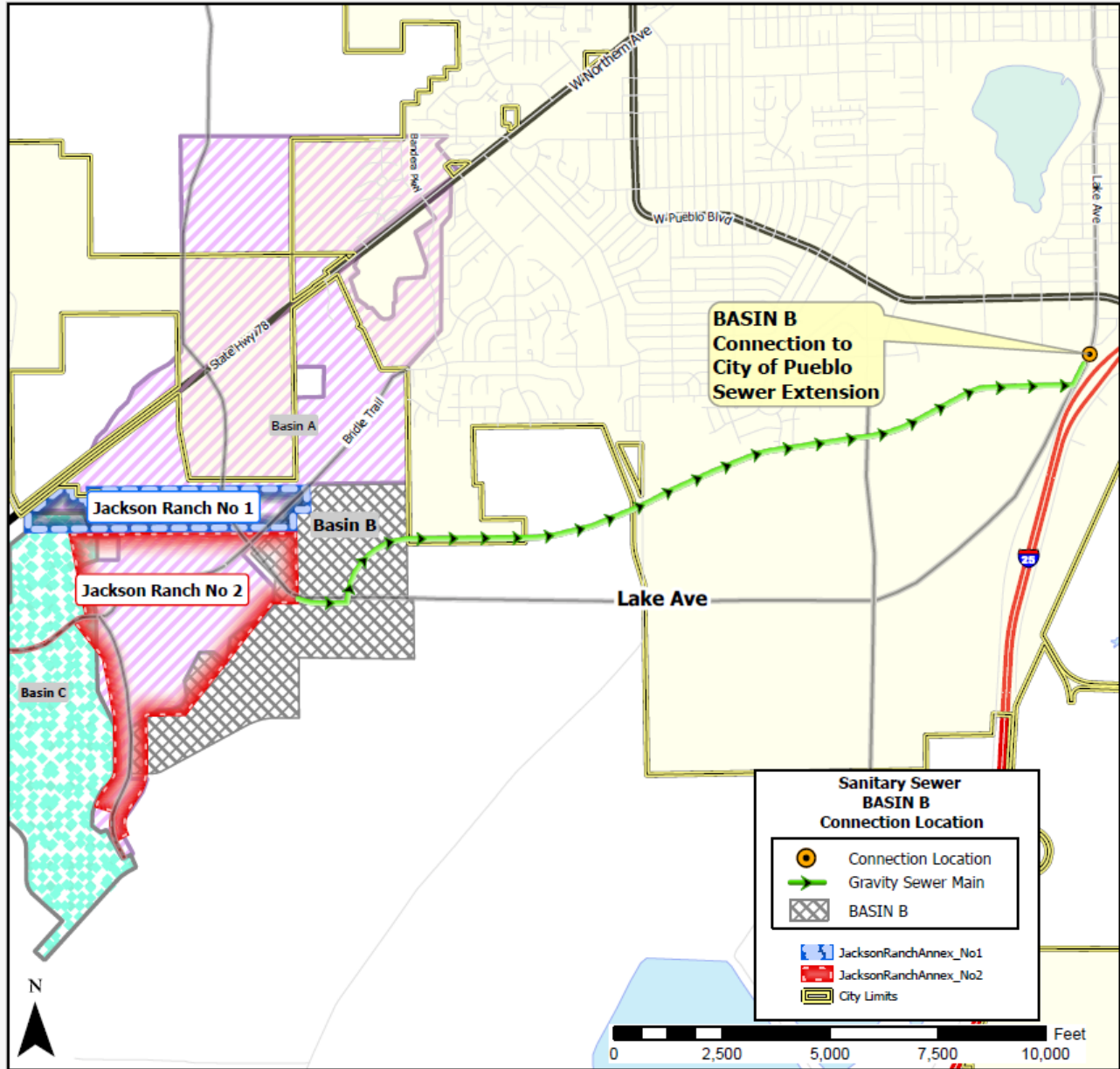
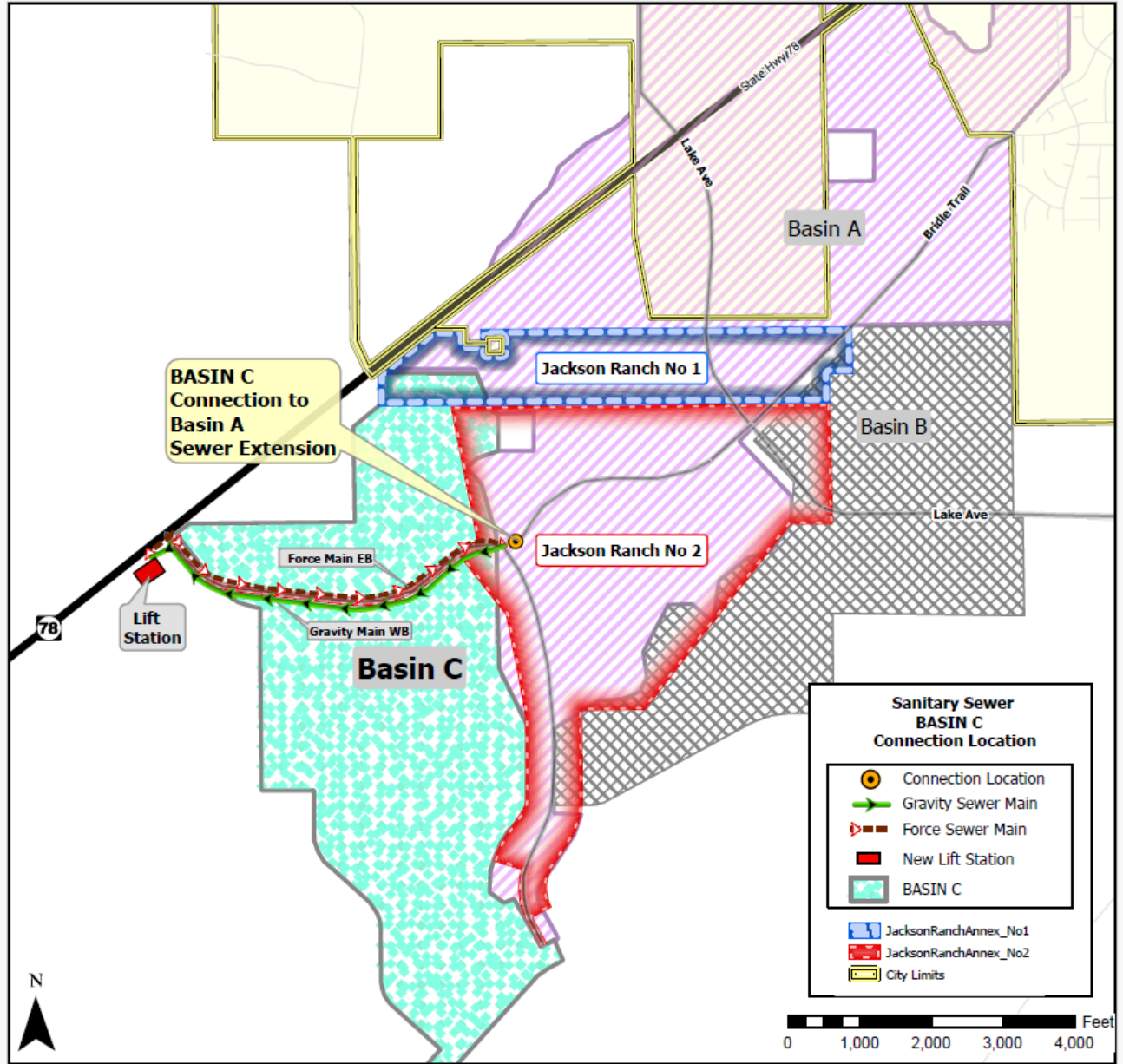


EXHIBIT C-9

Sanitary Sewer Basin C Connection Location



Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, May 14th, 2025 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present: Paul Willumstad, Board Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner, Paul Haley, Fire Inspector, and Helen Dupree, Transportation Analyst.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move GU-25-02 to #6 on the Public Hearing agenda, move CP-25-01 to #7 on the Public Hearing agenda, move Z-25-06 to #8 on the Public Hearing agenda, withdraw SUP-24-01 from the Public Hearing agenda, and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

Chair Castellucci recused himself for the remainder of the meeting.

Public Meeting:

1. A-24-04

Jackson Ranch Annexation 1: Annexation of 152.27 acres into the City of Pueblo, generally located southeast of Hwy 78 and west of the Pastora Ranch Annexation.

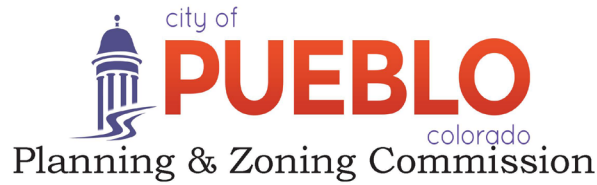
Commission Action: Bailey moved to recommend the annexation application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 6-0 (Castellucci recused himself)

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

A-24-04

TO: City of Pueblo, Planning and Zoning Commission

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

DATE: May 14, 2025

SUBJECT: Jackson Ranch Annexation No. 1

APPLICANT: Nina Ruiz; Vertex Co.

PROPERTY OWNER: RJPC Ranch LLC, a Colorado Limited Liability Company

LOCATION: Generally located southeast of State Highway 78 and west of the Pastora Ranch annexation – 152.27 acres

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

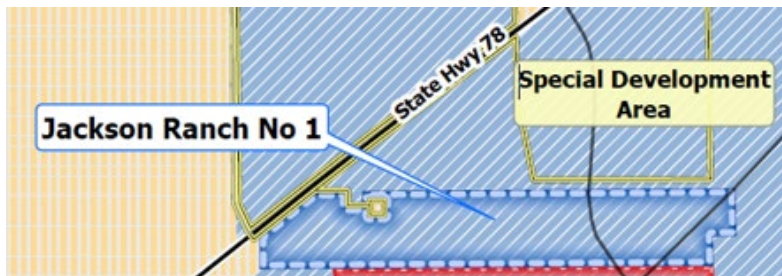
CONCURRENT REQUEST(S): Jackson Ranch Annexation No. 2 (A-24-05)

REQUEST:

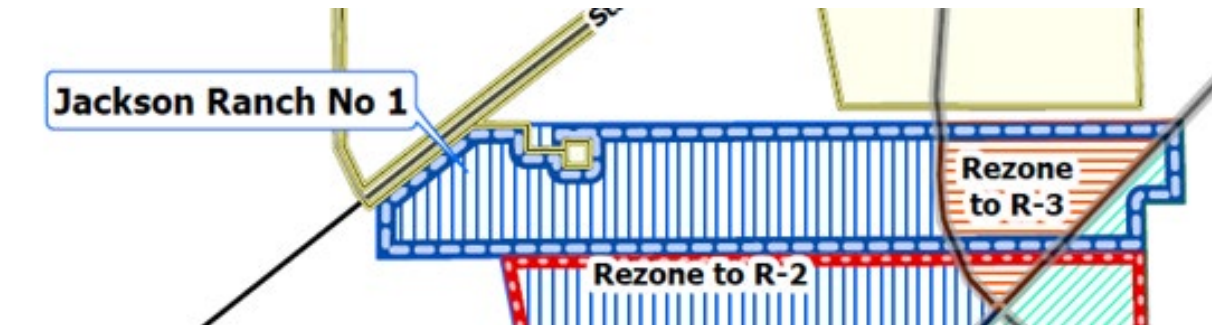
The Petitioner/Applicant is requesting to annex 152.27 acres into the City. This petition is part of a series of two annexations totaling 591.6 acres. The series annexations include: 152.27 acres in Annexation No. 1 and 439.33 acres in Annexation No. 2. The property within Annexation No. 1 will be master planned following annexation with the primarily a mixture of residential development areas. The proposed land uses will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended.

BACKGROUND:

The Petitioner/Applicant submitted annexation petitions for the Jackson Ranch Annexations 591.6 acres into the City through a series of two annexations with Phase 1 totaling 152.27 acres and Phase 2 totaling 439.33 acres. The annexation petitions were filed on August 28, 2024 by RJPC Ranch LLC, a Colorado Limited Liability Company. The phase 1 annexation contains 152.27 acres and is located southeast of State Highway 78 and west of the Pastora Ranch annexation. The purpose of the annexation is for the development of a mixture of residential development types that includes some complementary retail services. The property is currently identified within the Urban Reserve – Special Development Area future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map.



The applicant is proposing to initially zone approximately 10.27 acres of the property as A-1, Agricultural One, (diagonal green lines on map below) as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time. Approximately 110.77 acres are proposed to be zoned into an R-2, Single Family Residential District, and the remaining 31.23 acres are proposed to be zoned into an R-3, One and Two Family Residential District.



No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 152.27 acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City’s comprehensive plan, and the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended. The proposed development of the property must at minimum meet the criteria included in the Major Project Annexation Criteria described in the 2022 Pueblo Regional Comprehensive Plan, as amended.

ANALYSIS:

The proposed Jackson Ranch Annexation No. 1 conforms with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and the Pueblo Municipal Codes.

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

Existing Zoning and Land Use:

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

Surrounding Land Uses & Zoning

North	Pueblo County - A-3, Small Agricultural & A-1, Large Agricultural; Currently undeveloped
East	Pueblo County - A-1, Large Agricultural; Currently undeveloped; City of Pueblo, S-1 containing a transmission tower
South	Pueblo County - A-1, Large Agricultural; Currently undeveloped
West	Pueblo County - A-1, Large Agricultural; Currently undeveloped with access road to the South Side Landfill on north side of SH78

Current Land Use According to Comprehensive Plan:

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Urban Reserve – Special Development Area. These areas are adjacent to existing City of Pueblo limits, within the City of Pueblo 3-Mile Annexation Boundary area. These areas are potentially serviceable areas and may be suitable for future annexation, subject to the evaluation criteria for major projects and the applicable requirements of the City’s Code of Ordinances. Future land use categories should be assigned through a Comprehensive Plan amendment.

The Major Project Annexation Criteria, along with the Pueblo Regional Comprehensive Plan Goals for a proposed development must at a minimum meet the following criteria to be considered for annexation:

1. Should be consistent and promote the development goals provided in the Regional Comprehensive Plan.

Staff findings: The Regional Comprehensive Plan designates this area as an Urban Reserve – Special Development Area. An amendment to the Regional Comprehensive Plan Future Land Use Map should be approved by City Council prior to the approval of rezoning and subdivision of the property. The property shall be zoned into the zone district most nearly corresponding to the land use classification into which such land has been classified under the City’s comprehensive plan.

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

Staff findings: The proposed annexation agreement requires the petitioner to prepare a Sanitary Sewer Plan certified by Professional Engineers competent in the field of sanitary sewer engineering and registered in the State of Colorado. Associated impacts on City’s existing sanitary sewer system and proposed sanitary sewer system shall be identified in the Sanitary Sewer Plan, and those impacts which are reasonably attributable to the development of the property as determined by the City, in its sole discretion, shall be mitigated through the installation of sanitary sewer improvements installed by and at the expense of the petitioner.

3. Must fund any needed expansions to water or sewer service capacity needed to support the project including the dedication or purchase of water rights, contributions for expansion of sewer treatment capacity, or provision of private treatment of wastewater to reduce impact on treatment capacity for the City.

Staff findings: The petitioner shall construct and install, at petitioner’s sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the property. The size, location and capacity of such sewer lines, mains, and pump stations will be determined by the Director of Wastewater, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published November 11, 2024 or as same may be hereafter amended. Such additional sewer lines, mains, pump stations shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

Any extension of water service to the property shall be approved by Pueblo Water and no subdivision of the property shall be approved without the approval of Pueblo Water to provide service to the Property.

4. The dedication of land and/or construction of facilities needed to expand fire and police services to the development that meet level of service standards for the rest of the city.
- Staff findings: The proposed annexation agreement requires the Petitioner to dedicate land and right-of-way for public uses and facilities necessary and required to serve the Property in accordance with an approved Master Development Plan or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, sanitary and storm sewers, drainage ways and facilities, utilities, streets, roadways, trail systems, parks and open space. The Petitioner at its expense shall timely construct and install all on-site improvements and off-site improvements necessary and required to serve the Property or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, trails, parks, streets, street lights, curbs and gutters, sidewalks, bridges, traffic control devices, sanitary sewers, storm sewers, drainage and channel improvements and facilities, but excluding public buildings such as fire stations. All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements. The Petitioner is also required to pay a Public Safety Impact Fee based on the square foot of floor space for each residential, commercial, and industrial building.**

Annexation Agreement Related to Zoning and Secondary Access:

According to the agreement, the northern portion of the annexation area is to be zoned as an A-1, Agricultural One District, for a period not to exceed 180 months from the date of the annexation agreement. Prior to the 180 months expiring, the property owners must rezone the land into a zone district “most nearly corresponding to the land use classification into which such land has been classified under the City’s comprehensive plan.” No building or occupancy permits are allowed to be issued for the northern portion of the annexation area while the property is zoned A-1. The annexation agreement also states that the petitioner shall provide secondary access to the property in accordance with the 2015 International Fire Code. The secondary access will most likely be provided by the planned extension of Lake Avenue and/or Bridle Trail. The developer/petitioner is eligible for cost recovery for the construction of the secondary access. The City reserves the right to not approve subsequent subdivisions or approve building permits until the secondary access requirement is fulfilled.

Field Observations of Site:

- The proposed annexation area is vacant, undeveloped land. There are no existing roadways off of State Highway 78 with access to the proposed annexation area.

Neighborhood Compatibility

- The proposed annexation site is surrounded currently by undeveloped land that is zoned within the Pueblo County - Large Agricultural (A-1) District. The agricultural use on the property is grazing cattle on a limited bases. Non-agricultural uses may not be compatible with the agricultural uses occurring on the property and on surrounding properties.

REFERRAL AGENCIES AND COMMENTS:

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

SPECIAL INFORMATION

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

1. **Section 31-12-104** –That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.
 - Approximately 2,848 feet of the proposed annexation area is contiguous with existing City property of a total perimeter of approximately 16,404 feet, so it meets the one-sixth requirement.
2. **Section 31-12-105[1]-[e]** – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.
 - The City of Pueblo adopted the updated “City of Pueblo 3-Mile Annexation Master Plan for the Year 2025” on January 13, 2025. All of the property is within three miles of the existing city limits.
3. **Section 31-12-108.5-** An Annexation Impact Report is required for all annexations over ten acres.
 - An Annexation Impact Report for the Jackson Ranch Annexation No. 1 has been provided for the City by the petitioner addressing future land uses, water and sanitary sewer extension, roadway extensions, and impacts to School District 60.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

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

The proposed annexation is a logical extension of the City’s boundary.

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

No later than ninety (90) days after the effective date of the Ordinance annexing the property, Petitioner shall take and perform all actions necessary for the Property to be zoned as follows:

According to the agreement, the applicant is proposing to initially zone approximately 10.27 acres of the property as A-1, Agricultural One, (diagonal green lines on map below) as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time. Approximately 110.77 acres are proposed to be zoned into an R-2, Single Family Residential District, and the remaining 31.23 acres are proposed to be zoned into an R-2, One and Two Family Residential District.

The Regional Comprehensive Plan designates the proposed annexation area to be within both an Urban Reserve – Special Development Area (95 acres) and a Rural Ranch Area (344 acres). An amendment to the Regional Comprehensive Plan Future Land Use Map should be approved by City Council prior to the approval of a rezoning and subdivision of the property.

No building permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure until the property on which the building or structure is located is subdivided in accordance with any and all requirements of the Annexation Agreement and Title XII, Chapter 4 of the Pueblo Municipal Code as same may be amended.

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

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

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

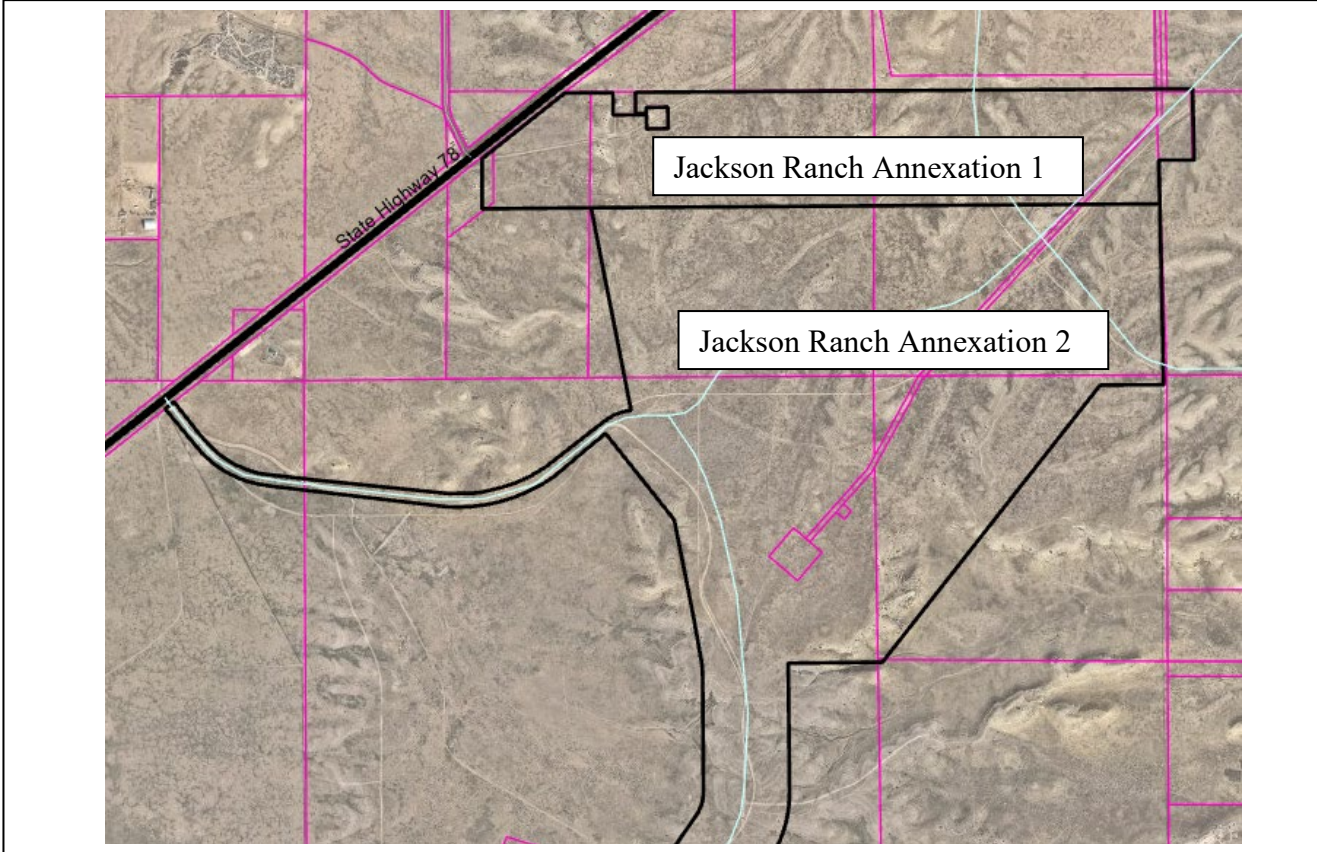
The petitioner will be required to comply with the City’s Code of Ordinances for any subdivision of the property.

RECOMMENDED ACTION: If the Planning and Zoning Commission determines that the annexation petition meets the necessary criteria and statutory requirements, a recommendation to City Council for approval of the annexation petition is appropriate.

ATTACHMENTS

- A. Aerial Photograph
- B. Site Photo
- C. Annexation Plat
- D. Impact Report (Applicable to A-24-04 and A-24-05)
- E. Draft Annexation Agreement (Applicable to A-24-04 and A-24-05)

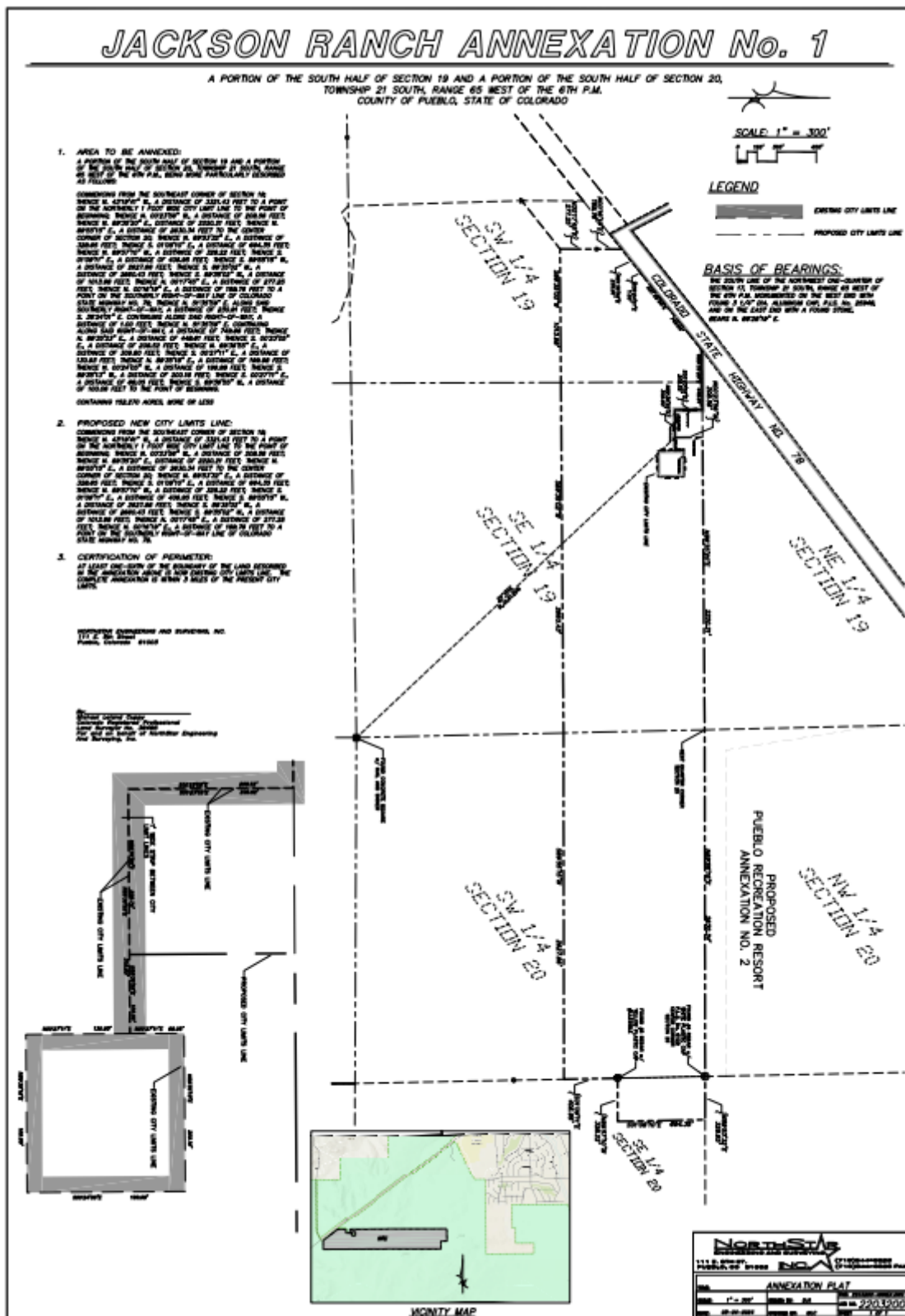
A. Aerial Photograph



B. Site Photo



C. Annexation Plat



D. Impact Report (Applicable to A-24-04 and A-24-05)

E. Draft Annexation Agreement (Applicable to A-24-04 and A-24-05)



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 2 DESCRIBED AS 439.33-ACRES OF LAND LOCATED SOUTH OF THE PROPOSED JACKSON RANCH ANNEXATION 1

SUMMARY:

The proposed Resolution seeks City Council's adoption of certain findings and determinations that the area commonly known as the Jackson Ranch Annexation 2 meets the applicable requirements of Colorado Revised Statutes 31-12-104 and 105.

PREVIOUS COUNCIL ACTION:

On September 23, 2024, City Council approved Resolution No. 15774 preliminarily determining that the petition for annexation of the area commonly known as the Jackson Ranch Annexation 2 is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

BACKGROUND:

The Jackson Ranch Annexation 2 is located south of the proposed Jackson Ranch Annexation 1. The Petitioners are requesting to annex 439.33-acres into the City for a potential mixture of residential development types that includes some complementary retail services. The proposed land uses will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The property is currently identified within the Urban Reserve – Special Development Area (95 acres) and the Rural Ranch (344 acres) future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. The area to be annexed is located within the boundaries of the City of Pueblo’s 3-Mile Annexation Plan. This Resolution determines that the annexation is found and determined to meet the applicable requirements of the Colorado Revised Statutes §31-12-104 and 105 establishing eligibility for annexation under the Municipal Annexation Act of 1965.

The findings and determination include:

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

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the May 14, 2025, Public Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Boston to recommend approval of the proposed annexation petition. Motion passed 6-0, Commissioner Castellucci recused himself.

STAKEHOLDER PROCESS:

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

ALTERNATIVES:

Deny the Resolution.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. A-24-05 Findings & Determinations Attachments

RESOLUTION NO. 16018

A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 2 DESCRIBED AS 439.33-ACRES OF LAND LOCATED SOUTH OF THE PROPOSED JACKSON RANCH ANNEXATION 1

WHEREAS, the Pueblo City Council commenced on January 27, 2025, and concluded a public hearing on January 27, 2025, for the purpose of determining and finding whether or not the area proposed to be annexed and described in Resolution No. 15803 and the annexation plat (herein "area to be annexed") meets the applicable requirements of C.R.S. §31-12-104 and 105; and,

WHEREAS, the Pueblo City Council has now considered the testimony and evidence presented at the public hearing including the annexation plat of the area to be annexed, prepared and certified by Michael Leland Cuppy under the date of June 11, 2025; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 23, 2025

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

Attached is a blank Petition for Annexation to be completed and filed with the City Clerk of the City of Pueblo together with an original print of an annexation map, annexation petition with original property owner signatures, and satisfactory evidence of the names and addresses of all the owners of land within the area proposed to be annexed. In addition to the hard copy submittal, the City requires an electronic copy of all submittal documents. All petitioners must sign the Petition for Annexation within 180 days before the date of filing with the City Clerk. **Prior to filing with the City Clerk all documents must be reviewed by the City's Director of Planning and Community Development.**

TO BE COMPLETED BY PETITIONERS

Name of Annexation: Jackson Ranch Annexation No. 2

Location and size in acres: Sections 19, 20, 25, 29, and 30, Township 21 South, Ranges 65 and 66, West of the _____ 6th _____ P.M., County of Pueblo, Colorado, 439.33 acres.

100 % of Owners

School District No. 60; Special District: none established to date

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

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

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

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

**CITY OF PUEBLO
PETITION FOR ANNEXATION**

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

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

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SECTION 29; THENCE N. 00°22'16" W., A DISTANCE OF 2578.85 FEET TO THE POINT OF BEGINNING; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 526.83 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46 FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE

N. 38°24'03" W., A DISTANCE OF 276.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 276.23 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1; THENCE N. 89°35'02" E., A DISTANCE OF 2660.43 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2627.66 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., A DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 439.33 ACRES, MORE OR LESS

As ground for this annexation, Petitioners state:

1. It is desirable and necessary that the area herein described be annexed to the City.
2. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with existing boundaries of the City.
3. This petition for annexation has been signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed and owning more than fifty percent (50%) of the area, excluding public street, alleys, and any land owned by the City.
4. A community of interest exists between the area proposed to be annexed and the City.
5. The area proposed to be annexed is urban or will be urbanized in the near future.
6. The area proposed to be annexed is integrated with or is capable of being integrated with the City.
7. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - (a) is divided into separate parts or parcels without the written consent of the landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way; or,
 - (b) comprises twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the annexation, is included within the

territory proposed to be annexed without the written consent of the landowner or landowners.

8. The mailing address of each signer, the legal description of the land owned by each landowner and the date of signing of each signature are shown on this petition.
9. Attached to this petition is the affidavit of the circulator of this petition that each signature hereon is the signature of the person whose name it purports to be.
10. Accompanying this petition are an electronic and one hard copy of the annexation map containing the following information:
 - (a) A written legal description of the boundaries of the area proposed to be annexed;
 - (b) A map showing the boundary of the area proposed to be annexed. (Such map shall be prepared by and contain the seal of a Colorado registered engineer or land surveyor);
 - (c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
 - (d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City and the area proposed to be annexed with the dimension of such boundary.
11. The area proposed to be annexed is not presently a part of any incorporated city or town.
12. No part of the area proposed to be annexed is more than three miles in any direction from any point of the boundaries of the City as such was established more than one year before this annexation will take place.
13. As condition of and in consideration of the City annexing the area proposed to be annexed, Petitioners, for themselves and their heirs, personal representatives, successors and assigns:
 - (a) Waive and release all previously acquired or existing vested property rights attached to or established with respect to the area proposed to be annexed and acknowledge and agree that the annexation of the area proposed to be annexed is not a site specific development plan and no vested property right shall attach to or be established with respect to the area proposed to be annexed.
 - (b) Acknowledge and agree that upon the annexation of the area proposed to be annexed and, subject to the provisions of the Annexation Agreement, the area shall become subject to the Charter, ordinances, resolutions, rules and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services; including, but not limited to sanitary sewer services, to the area proposed to be annexed.

- (c) “Vested property right” and “site specific development plan” shall have the same meaning as set forth in Chapter 12 of Title XVII of the 1971 Code of Ordinances of the City and Article 60, Title 24, C.R.S.

- 14. Petitioners and the City shall enter into an Annexation Agreement prior to the effective date of this annexation:

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

SIGNATURE

[Handwritten Signature]

**MAILING
ADDRESS**

17 South Wahsatch Av.
Co 6 9888 CO 80903

**LEGAL
DESCRIPTION**

**DATE OF
SIGNING**

8/6/24

Lined area for additional entries.

CIRCULATOR'S OATH

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

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

Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of EL PASO,
State of COLORADO, this 6th day of AUGUST,
2024.
By RAYMOND F. O'SULLIVAN.

Witness my hand and official seal.
My commission expires: 03-28-2025.

(SEAL)

Notary Public (or official title)

SHIRLEY ARRUIZA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974005152
MY COMMISSION EXPIRES MARCH 28, 2025

JACKSON RANCH ANNEXATION No. 2

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, ALL OF THE NORTHWEST QUARTER AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO

1. AREA TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, ALL OF THE NORTHWEST QUARTER AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SECTION 29; THENCE N. 00°22'16" W., A DISTANCE OF 2578.85 FEET TO THE POINT OF BEGINNING; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 400.17 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46 FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 422.71 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 422.71 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1 AND THE POINT OF TERMINUS.

CONTAINING 439.18 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

BEGINNING AT THE SOUTHEAST CORNER OF JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 400.17 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET;

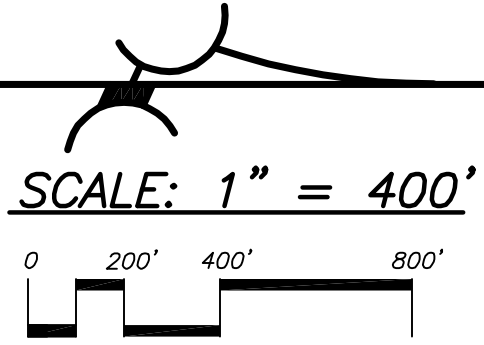
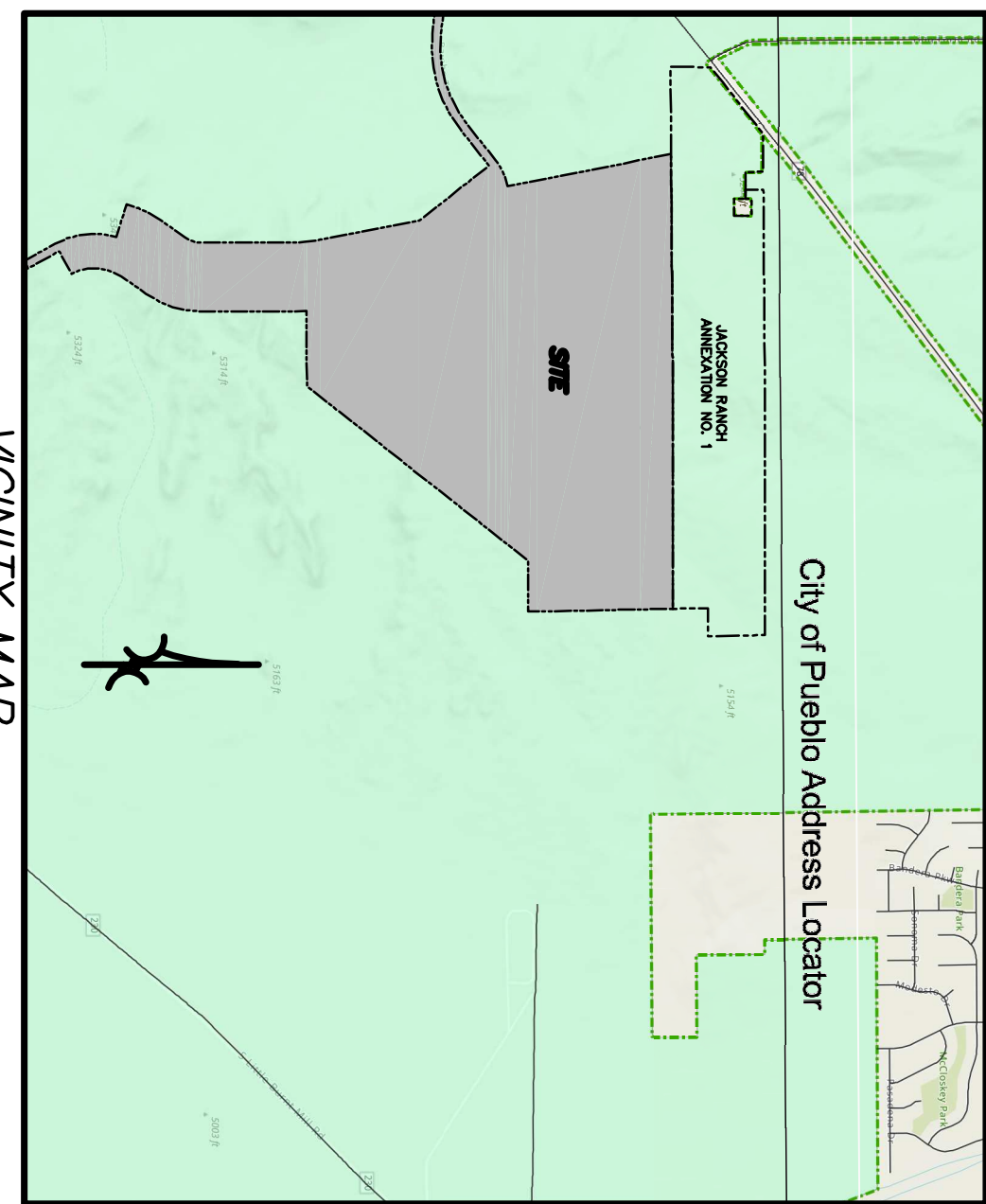
N. 00°00'00" E., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46 FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 422.71 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 422.71 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1 AND THE POINT OF TERMINUS.

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

By:
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on behalf of NorthStar Engineering
And Surveying, Inc.



BASIS OF BEARINGS:

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

LEGEND

- EXISTING CITY LIMITS LINE
- PROPOSED CITY LIMITS LINE

NORTHSTAR ENGINEERING AND SURVEYING, INC.		(719)544-6823 (719)544-6825 FAX	
111 E. 5TH ST. PUEBLO, CO 81003			
TITLE: ANNEXATION PLAT		FILE: 2203200-ANNEX.DWG	
SCALE: 1" = 400'	DRAWN BY: DJA	JOB NO. 2203200	
DATE: 11-20-2024	CHECKED BY: MLC	SHEET 1 OF 1	

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, May 14th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present: Paul Willumstad, Board Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner, Paul Haley, Fire Inspector, and Helen Dupree, Transportation Analyst.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move GU-25-02 to #6 on the Public Hearing agenda, move CP-25-01 to #7 on the Public Hearing agenda, move Z-25-06 to #8 on the Public Hearing agenda, withdraw SUP-24-01 from the Public Hearing agenda, and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

2. A-24-05

Jackson Ranch Annexation 2: Annexation of 439.33 acres into the City of Pueblo, generally located southeast of Hwy 78 and south of the proposed Jackson Ranch Annexation No. 1

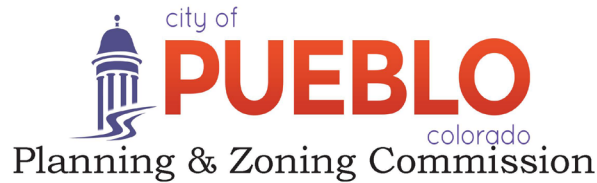
Commission Action: Bailey moved to recommend the annexation application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 6-0 (Castellucci recused himself)

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandar Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

A-24-05

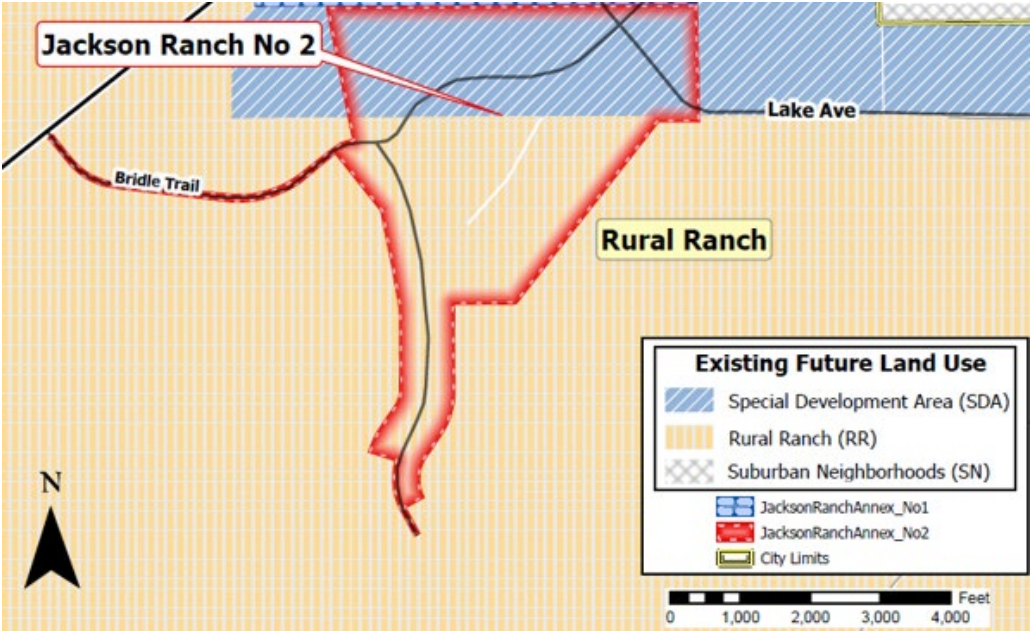
TO: City of Pueblo, Planning and Zoning Commission
FROM: Scott Hobson, Acting Director of Planning and Community Development
DATE: May 14, 2025
SUBJECT: Jackson Ranch Annexation No. 2
APPLICANT: Nina Ruiz; Vertex Co.
PROPERTY OWNER: RJPC Ranch LLC, a Colorado Limited Liability Company
LOCATION: Generally located southeast of State Highway 78 and south of the proposed Jackson Ranch Annexation No. 1– 439.33 acres
EXISTING ZONE: Pueblo County Large Agricultural (A-1)
CONCURRENT REQUEST(S): Jackson Ranch Annexation No. 1 (A-24-04)

REQUEST:

The Petitioner/Applicant is requesting to annex 439.33 acres into the city. This petition is part of a series of two annexations totaling 591.6 acres. The series annexations include: 152.27 acres in Annexation No. 1 and 439.33 acres in Annexation No. 2. The property within Annexation No. 2 will be master planned following annexation with the primarily a mixture of residential development areas. The proposed land uses will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended.

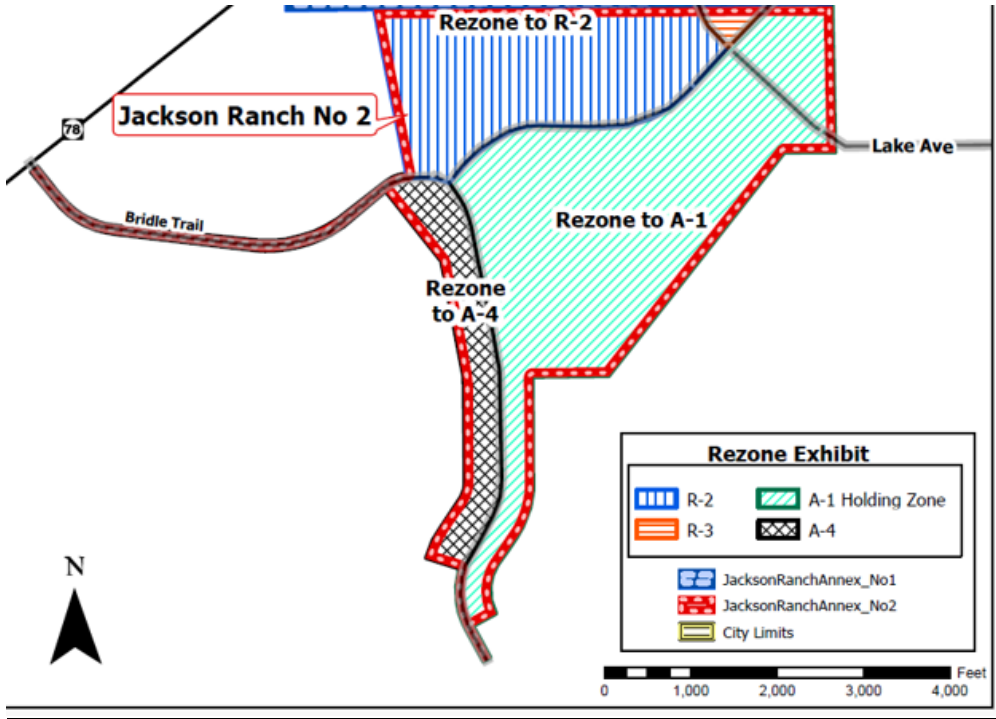
BACKGROUND:

The Petitioner/Applicant submitted annexation petitions for the Jackson Ranch Annexations 591.6 acres into the city through a series of two annexations with Phase 1 totaling 152.27 acres and Phase 2 totaling 439.33 acres. The annexation petitions were filed on August 28, 2024, by RJPC Ranch LLC, a Colorado Limited Liability Company. The phase 2 annexation contains 439.33 acres and is located southeast of State Highway 78 and south of the proposed Jackson Ranch Annexation No. 1. The purpose of the annexation is for the development of a mixture of residential development types that includes some complementary retail services. The property is currently identified within the Urban Reserve – Special Development Area and the Rural Ranch future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map.



The applicant is proposing to initially zone approximately 282.33 acres of the property as A-1, Agricultural One, as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time.

Approximately 109.23 acres are proposed to be zoned into an R-2, Single Family Residential District, 1.77 acres into an R-3, One and Two Family Residential District, and the remaining 46 acres are proposed to be zoned into an A-4, Agricultural District that allows one-family homes.



No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 439.33 acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City’s comprehensive plan, and the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended. The proposed development of the property must at minimum meet the criteria included in the Major Project Annexation Criteria described in the 2022 Pueblo Regional Comprehensive Plan, as amended.

ANALYSIS:

The proposed Jackson Ranch Annexation No. 2 conforms with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and the Pueblo Municipal Codes.

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

Existing Zoning and Land Use:

Zone District	Pueblo County Large Agricultural (A-1)
Existing Land Use	One residence, remainder is Vacant/Undeveloped

Surrounding Land Uses & Zoning

North	Pueblo County - A-1, Large Agricultural; one residence with remainder currently undeveloped
East	Pueblo County - A-1, Large Agricultural; Currently undeveloped, City of Pueblo, S-1 containing a transmission tower
South	Pueblo County - A-1, Large Agricultural; Currently undeveloped
West	Pueblo County - A-1, Large Agricultural; two residences, one on each side of SH78 with remainder currently undeveloped

Current Land Use According to Comprehensive Plan:

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Urban Reserve – Special Development Area (95 acres) and Rural Ranch (344 acres). These areas are adjacent to the proposed Jackson Ranch Annexation No. 1 property that is located within the City of Pueblo 3-Mile Annexation Boundary area. These areas are potentially serviceable areas and may be suitable for future annexation, subject to the evaluation criteria for major projects and the applicable requirements of the City’s Code of Ordinances. Future land use categories should be assigned through a Comprehensive Plan amendment.

The Major Project Annexation Criteria, along with the Pueblo Regional Comprehensive Plan Goals for a proposed development must at a minimum meet the following criteria to be considered for annexation:

1. Should be consistent and promote the development goals provided in the Regional Comprehensive Plan.

Staff findings: The Regional Comprehensive Plan designates the proposed annexation area to be within both an Urban Reserve – Special Development Area (95 acres) and a Rural Ranch Area (344 acres). An amendment to the Regional Comprehensive Plan Future Land Use Map should be approved by City Council prior to the approval of

rezoning and subdivision of the property. The property shall be zoned into the zone district most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan.

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

Staff findings: The proposed annexation agreement requires the petitioner to prepare a Sanitary Sewer Plan certified by Professional Engineers competent in the field of sanitary sewer engineering and registered in the State of Colorado. Associated impacts on the City's existing sanitary sewer system and proposed sanitary sewer system shall be identified in the Sanitary Sewer Plan, and those impacts which are reasonably attributable to the development of the property as determined by the City, in its sole discretion, shall be mitigated through the installation of sanitary sewer improvements installed by and at the expense of the petitioner.

3. Must fund any needed expansions to water or sewer service capacity needed to support the project including the dedication or purchase of water rights, contributions for expansion of sewer treatment capacity, or provision of private treatment of wastewater to reduce impact on treatment capacity for the City.

Staff findings: The petitioner shall construct and install, at petitioner's sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the property. The size, location and capacity of such sewer lines, mains, and pump stations will be determined by the Director of Wastewater, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published November 11, 2024, or as same may be hereafter amended. Such additional sewer lines, mains, pump stations shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

Any extension of water service to the property shall be approved by Pueblo Water and no subdivision of the property shall be approved without the approval of Pueblo Water to provide service to the Property.

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

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

All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements. The Petitioner is also required to pay a Public Safety Impact Fee based on the square foot of floor space for each residential, commercial, and industrial building.

Annexation Agreement Related to Zoning and Secondary Access:

According to the agreement, the applicant is proposing to initially zone approximately 282.33 acres of the property as A-1, Agricultural One, as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time.

Approximately 109.23 acres are proposed to be zoned into an R-2, Single Family Residential District, 1.77 acres into an R-3, One and Two Family Residential District, and the remaining 46 acres are proposed to be zoned into an A-4, Agricultural District that allows one-family homes.

The annexation agreement also states that the petitioner shall provide secondary access to the property in accordance with the 2015 International Fire Code. The secondary access will most likely be provided by the planned extension of Lake Avenue and/or Bridle Trail. The developer/petitioner is eligible for cost recovery for the construction of secondary access. The City reserves the right to not approve subsequent subdivisions or approve building permits until the secondary access requirement is fulfilled.

Field Observations of Site:

- The proposed annexation area is vacant and undeveloped land, except for one residence located on the property. There is one private access road from State Highway 78 that provides a connection with the residence and other agricultural uses occurring on the property.

Neighborhood Compatibility

- There is one residence located south of State Highway 78, east and north of the proposed annexation property. The remainder of the property is surrounded currently by undeveloped land that is zoned within the Pueblo County - Large Agricultural (A-1) District. The agricultural use on the property is for the grazing of cattle on a limited basis. Non-agricultural uses may not be compatible with the agricultural uses occurring on the property and on surrounding properties.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works: Approval of wording in annexation agreement
- City Transportation: Approval of wording in annexation agreement
- City Law Department: Approval of wording in annexation agreement
- Pueblo Regional Building Department: No comment
- City Fire Department: Approval of wording in annexation agreement
- Pueblo Board of Water Works: Approval of wording in annexation agreement
- City Wastewater: Approval of wording in annexation agreement
- City Stormwater: Approval of wording in annexation agreement

- City Parks and Recreation Department: Approval of wording in annexation agreement
- City GIS: No comment
- Xcel Energy: No comment
- Black Hills Energy: No Comment
- CDOT: No Comment

SPECIAL INFORMATION

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

1. **Section 31-12-104** –That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.
 - Approximately 5,300 feet of the proposed annexation area is contiguous with existing City property of a total perimeter of approximately 31,126 feet, so it meets the one-sixth requirement.
2. **Section 31-12-105[1]-[e]** – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.
 - The City of Pueblo adopted the updated “City of Pueblo 3-Mile Annexation Master Plan for the Year 2025” on January 13, 2025. All of the property is within three miles of the existing city limits.
3. **Section 31-12-108.5-** An Annexation Impact Report is required for all annexations over ten acres.
 - An Annexation Impact Report for the Jackson Ranch Annexation No. 2 has been provided for the City by the petitioner addressing future land uses, water and sanitary sewer extension, roadway extensions, and impacts to School District 60.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

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

The proposed annexation is a logical extension of the City’s boundary.

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

No later than ninety (90) days after the effective date of the Ordinance annexing the property, Petitioner shall take and perform all actions necessary for the Property to be zoned as follows:

According to the agreement, the applicant is proposing to initially zone approximately 282.33 acres of the property as A-1, Agricultural One, as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time.

Approximately 109.23 acres are proposed to be zoned into an R-2, Single Family Residential District, 1.77 acres into an R-3, One and Two Family Residential District, and the remaining 46 acres are proposed to be zoned into an A-4, Agricultural District that allows one-family homes.

The Regional Comprehensive Plan designates the proposed annexation area to be within both an Urban Reserve – Special Development Area (95 acres) and a Rural Ranch Area (344 acres). An amendment to the Regional Comprehensive Plan Future Land Use Map should be approved by City Council prior to the approval of a rezoning and subdivision of the property.

No building permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure until the property on which the building or structure is located is subdivided in accordance with any and all requirements of the Annexation Agreement and Title XII, Chapter 4 of the Pueblo Municipal Code as same may be amended.

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

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

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

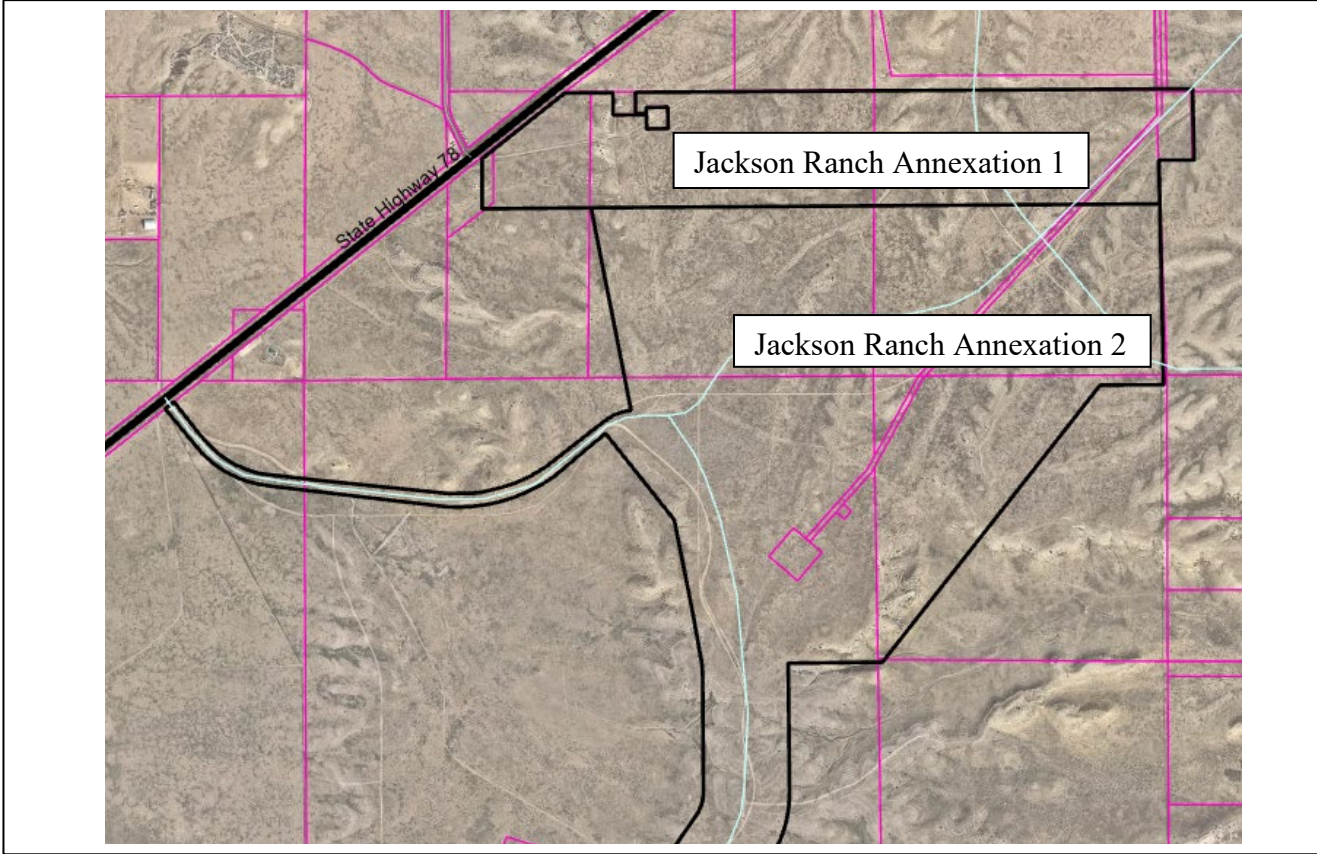
The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

RECOMMENDED ACTION: If the Planning and Zoning Commission determines that the annexation petition meets the necessary criteria and statutory requirements, a recommendation to City Council for approval of the annexation petition is appropriate.

ATTACHMENTS

- A. Aerial Photograph
- B. Site Photo
- C. Annexation Plat
- D. Impact Report – Included in Staff Report A-24-04
- E. Draft Annexation Agreement (Applicable to A-24-04 and A-24-05)
Included in Staff Report A-24-04

A. Aerial Photograph



B. Site Photo



D. Impact Report (Applicable to A-24-04 and A-24-05)
See Staff Report for Jackson Ranch Annexation 1

E. Draft Annexation Agreement (Applicable to A-24-04 and A-24-05)
See Staff Report for Jackson Ranch Annexation 1

JACKSON RANCH ANNEXATION No. 2

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, ALL OF THE NORTHWEST QUARTER AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO

1. AREA TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, ALL OF THE NORTHWEST QUARTER AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SECTION 29; THENCE N. 00°22'16" W., A DISTANCE OF 2578.85 FEET TO THE POINT OF BEGINNING; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 400.17 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46 FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 422.71 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 422.71 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1 AND THE POINT OF TERMINUS.

CONTAINING 439.18 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

BEGINNING AT THE SOUTHEAST CORNER OF JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 400.17 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET;

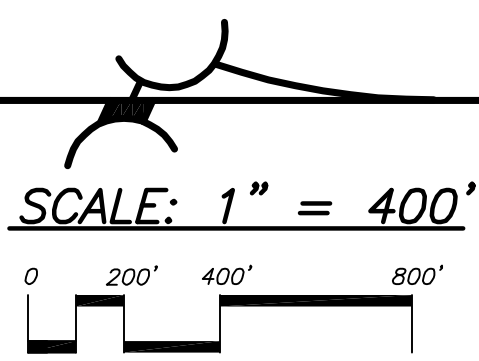
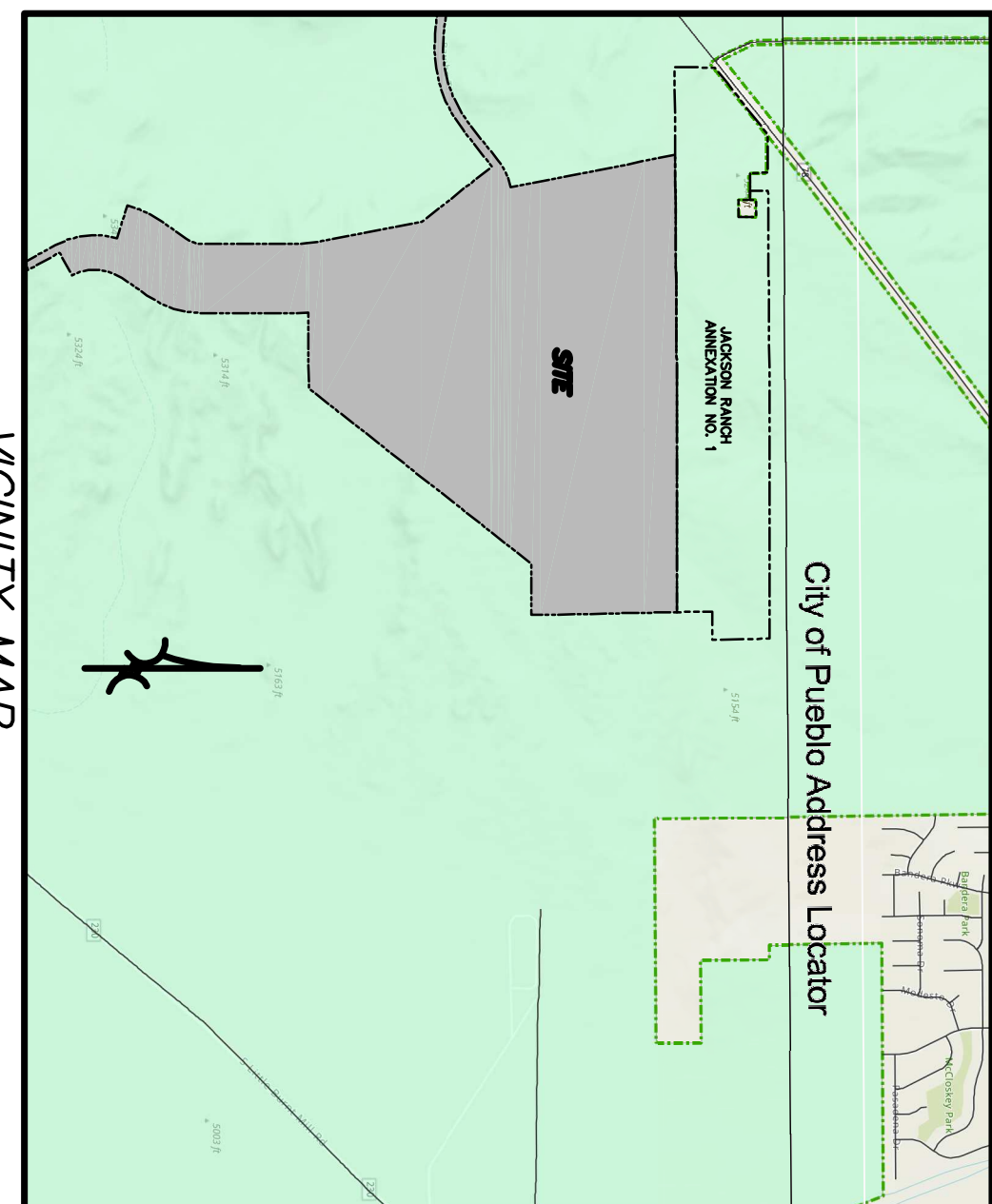
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3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

By:
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on behalf of NorthStar Engineering
And Surveying, Inc.



BASIS OF BEARINGS:

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

LEGEND

- EXISTING CITY LIMITS LINE
- PROPOSED CITY LIMITS LINE

NORTHSTAR ENGINEERING AND SURVEYING, INC.		(719)544-6823 (719)544-6825 FAX	
111 E. 5TH ST. PUEBLO, CO 81003			
ANNEXATION PLAT			
FILE: 2203200-ANNEX.DWG	DRAWN BY: DJA	JOB NO. 2203200	
DATE: 11-20-2024	CHECKED BY: MLC	SHEET 1 OF 1	



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 2 TO THE CITY OF PUEBLO DESCRIBED AS 439.33-ACRES OF LAND LOCATED SOUTH OF THE PROPOSED JACKSON RANCH ANNEXATION 1

SUMMARY:

The petitioner RJPC Ranch LLC, a Colorado Limited Liability Company, is requesting to annex the property containing 439.33-acres into the City of Pueblo, commonly known as the Jackson Ranch Annexation 2 to the City of Pueblo.

PREVIOUS COUNCIL ACTION:

On September 23, 2024, City Council approved Resolution No. 15774 preliminarily determining that the petition for annexation of the area commonly known as the Jackson Ranch Annexation 2 is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

BACKGROUND:

The Jackson Ranch Annexation 2 is located south of the proposed Jackson Ranch Annexation 1. The Petitioners are requesting to annex 439.33-acres into the City for a mixture of residential development types that includes some complementary retail services. The proposed land uses will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The property is currently identified within the Urban Reserve – Special Development Area (95 acres) and the Rural Ranch (344 acres) future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map.

The applicant is proposing to initially zone approximately 282.33 acres of the property as A-1, Agricultural One, as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-

3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time. Approximately 109.23 acres are proposed to be zoned into an R-2, Single Family Residential District, 1.77 acres into an R-3, One and Two Family Residential District, and the remaining 46 acres are proposed to be zoned into an A-4, Agricultural District that allows one-family homes.

No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 439.33 acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan, and the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended. The proposed development of the property must at minimum meet the criteria included in the Major Project Annexation Criteria described in the 2022 Pueblo Regional Comprehensive Plan, as amended.

The proposed annexation site is currently zoned Pueblo County Large Agricultural A-1, Zone District. The property located north of the proposed annexation area contains one residence with the remainder undeveloped. The property to the east contains a transmission tower, with the remainder undeveloped. The property to the south is undeveloped, and the property to the west two residences, one on each side of SH 78 with the remainder undeveloped.

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Urban Reserve – Special Development Area and Rural Ranch. These areas are adjacent to existing City of Pueblo limits, within the City of Pueblo 3-Mile Annexation Boundary area. These areas are potentially serviceable areas and may be suitable for future annexation, subject to the evaluation criteria for major projects and the applicable requirements of the City's Code of Ordinances. Future land use categories should be assigned through a Comprehensive Plan amendment.

The Major Project Annexation Criteria, along with the Pueblo Regional Comprehensive Plan Goals for a proposed development must at a minimum meet the following criteria to be considered for annexation:

1. Should be consistent and promote the development goals provided in the Regional Comprehensive Plan.
2. Must provide and/or fund all needed extension and expansion of water and sewer mains needed to serve the project.
3. Must fund any needed expansions to water or sewer service capacity needed to support the project including the dedication or purchase of water rights,

contributions for expansion of sewer treatment capacity, or provision of private treatment of wastewater to reduce impact on treatment capacity for the City.

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

The staff report to the Planning and Zoning Commission provided for the review at the May 14, 2025, meeting, along with the findings of the Planning and Zoning Commission concluded that the Jackson Ranch Annexation 2 complies with the criteria for Major Projects and the goals of the Pueblo Regional Comprehensive Plan adopted in 2022. The annexation complies with the statutory requirements contained within the Colorado Revised Statutes, along with the City of Pueblo annexation requirements.

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the May 14, 2025, Public Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Boston to recommend approval of the proposed annexation petition. Motion passed 6-0, Commissioner Castellucci recused himself.

STAKEHOLDER PROCESS:

Annexation Impact Reports have been filed with taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

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

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. A-24-05 Jackson Ranch Annex No. 2 Combined Attachments

ORDINANCE NO. 10969

AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 2 TO THE CITY OF PUEBLO DESCRIBED AS 439.33-ACRES OF LAND LOCATED SOUTH OF THE PROPOSED JACKSON RANCH ANNEXATION 1

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

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

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

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

SECTION 1.

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

ANNEXATION

2. AREAS TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SECTION 29; THENCE N. 00°22'16" W., A DISTANCE OF 2578.85 FEET TO THE POINT OF BEGINNING; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF

989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 526.83 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46 FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 276.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 276.23 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1; THENCE N. 89°35'02" E., A DISTANCE OF 2660.43 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2627.66 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., A DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 439.33 ACRES, MORE OR LESS

3. PROPOSED NEW CITY LIMITS LINE:

BEGINNING AT THE SOUTHEAST CORNER OF JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A

DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 526.83 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46 FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 276.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 276.23 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1 AND THE POINT OF TERMINUS.

4. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

- (a) File one copy of the annexation map with the original of this Ordinance in the office of the City Clerk; and,

(b) File for recording three certified copies of this Ordinance and annexation map with the Pueblo County Clerk and Recorder; and,

(c) File one certified copy of the annexation map and this Ordinance with the Southeastern Colorado Water Conservancy District.

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

This Ordinance shall become effective on the date of final action by the Mayor and City Council and the annexation shall be effective for ad valorem tax purposes on and after January 1, 2026.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 09, 2025.

Final adoption of Ordinance by City Council on June 23, 2025.


DocuSigned by:
Mark Aliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

Approved on 6/25/2025 | 9:06 AM MDT.

Disapproved on _____ based on the following objections:

Signed by:

3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:


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

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

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

President of City Council

ATTEST

DocuSigned by:

7C02EBDFFC3D43C...

City Clerk

JACKSON RANCH ANNEXATION No. 2

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, ALL OF THE NORTHWEST QUARTER AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO

1. AREA TO BE ANNEXED:

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COMMENCING AT THE CENTER CORNER OF SECTION 29; THENCE N. 00°22'16" W., A DISTANCE OF 2578.85 FEET TO THE POINT OF BEGINNING; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 400.17 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46 FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 422.71 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 422.71 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1 AND THE POINT OF TERMINUS.

CONTAINING 439.18 ACRES, MORE OR LESS

3. CERTIFICATION OF PERIMETER:

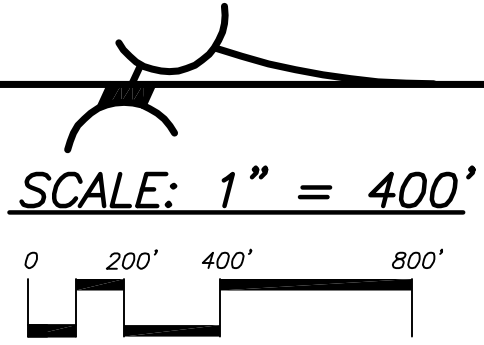
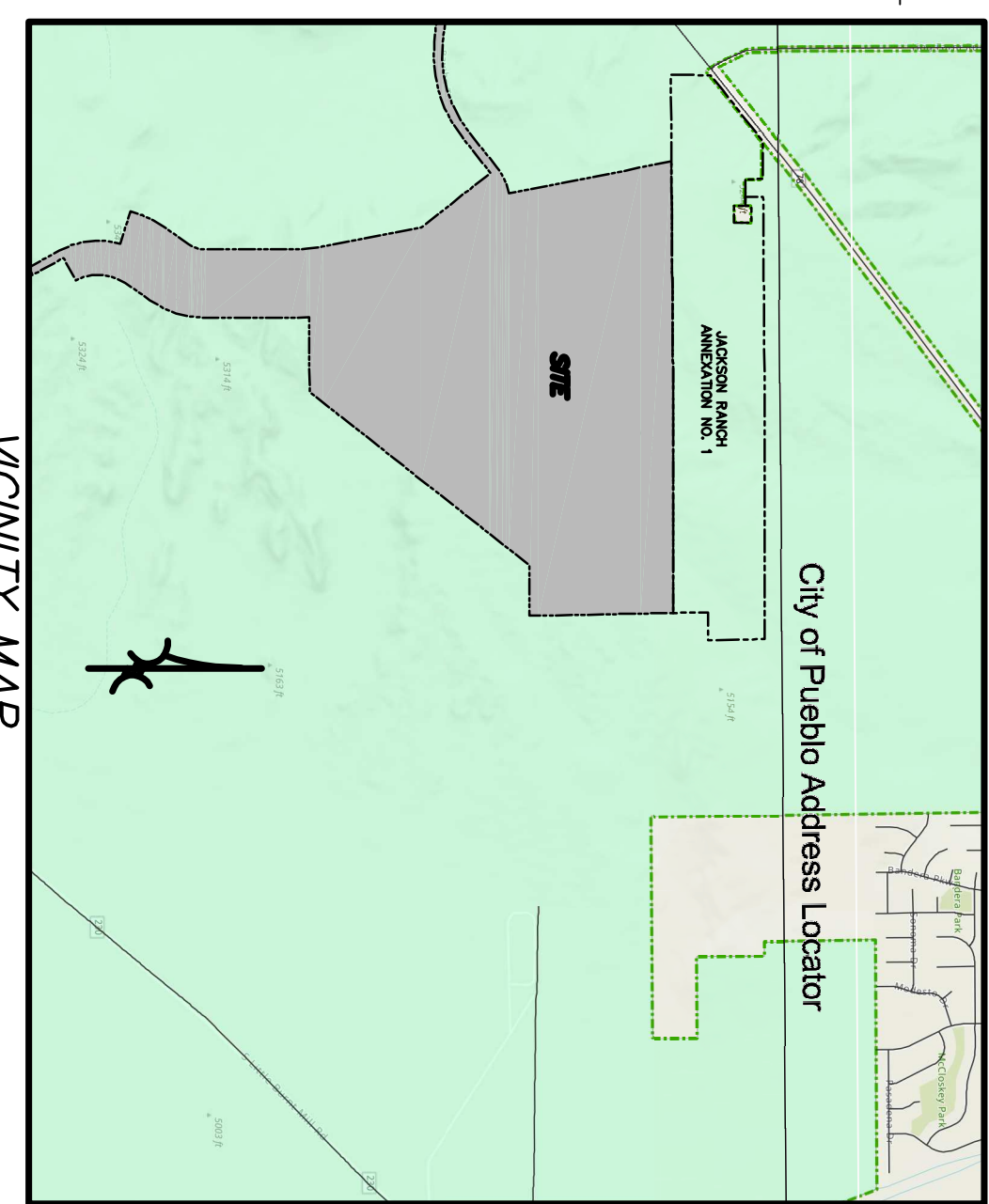
AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

By:
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on behalf of NorthStar Engineering
And Surveying, Inc.

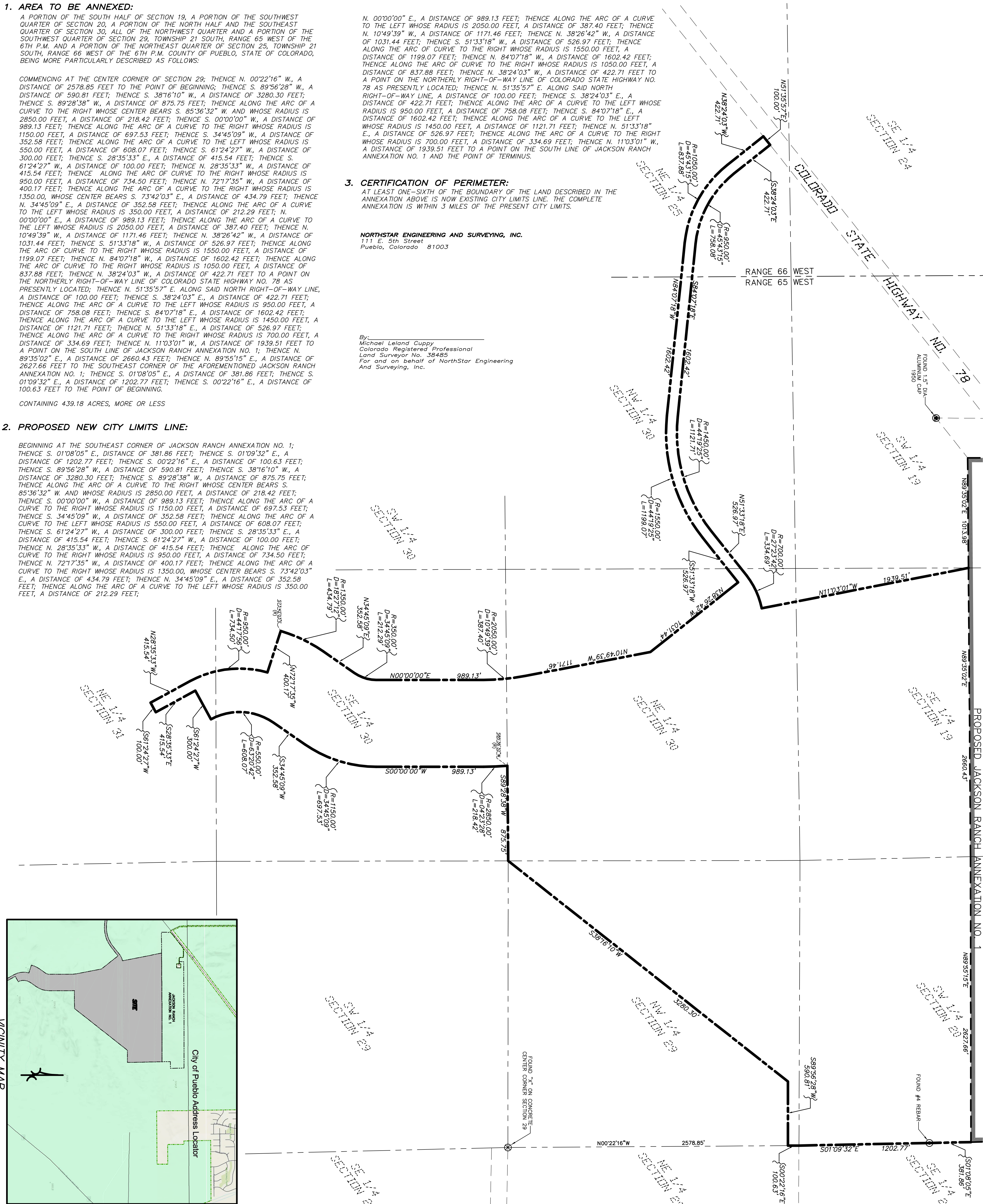
2. PROPOSED NEW CITY LIMITS LINE:

BEGINNING AT THE SOUTHEAST CORNER OF JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 400.17 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET;



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

LEGEND
 EXISTING CITY LIMITS LINE
 PROPOSED CITY LIMITS LINE



NORTHSTAR ENGINEERING AND SURVEYING, INC.		(719)544-6823 (719)544-6825 FAX	
111 E. 5TH ST. PUEBLO, CO 81003			
TITLE: ANNEXATION PLAT		FILE: 2203200-ANNEX.DWG	
SCALE: 1" = 400'	DRAWN BY: DJA	JOB NO. 2203200	
DATE: 11-20-2024	CHECKED BY: MLC	SHEET 1 OF 1	

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, May 14th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present: Paul Willumstad, Board Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner, Paul Haley, Fire Inspector, and Helen Dupree, Transportation Analyst.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move GU-25-02 to #6 on the Public Hearing agenda, move CP-25-01 to #7 on the Public Hearing agenda, move Z-25-06 to #8 on the Public Hearing agenda, withdraw SUP-24-01 from the Public Hearing agenda, and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

2. A-24-05

Jackson Ranch Annexation 2: Annexation of 439.33 acres into the City of Pueblo, generally located southeast of Hwy 78 and south of the proposed Jackson Ranch Annexation No. 1

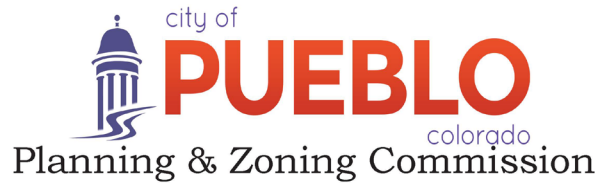
Commission Action: Bailey moved to recommend the annexation application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 6-0 (Castellucci recused himself)

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandar Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

A-24-05

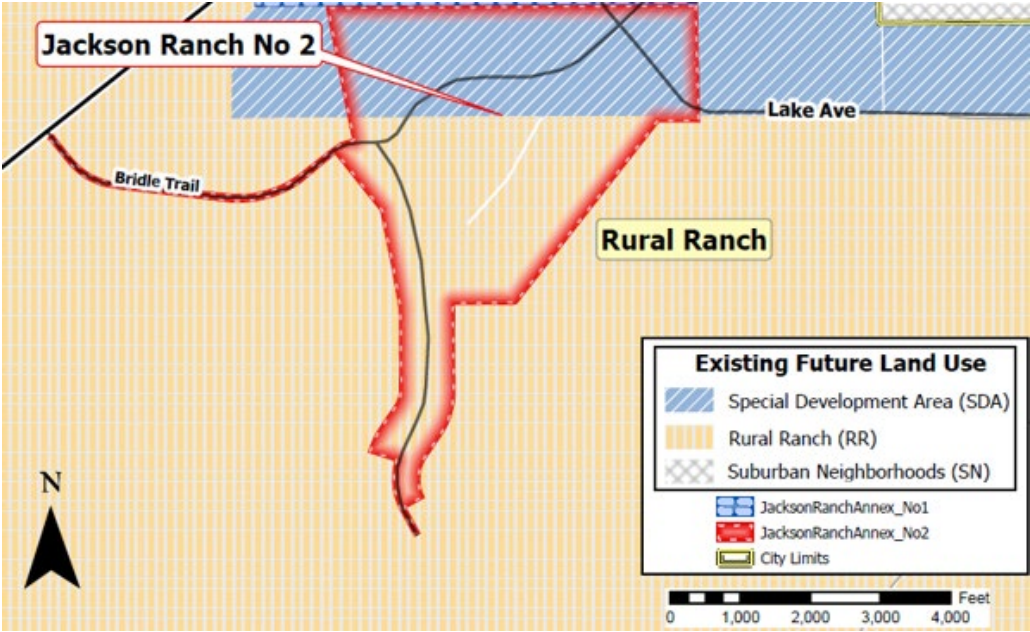
TO: City of Pueblo, Planning and Zoning Commission
FROM: Scott Hobson, Acting Director of Planning and Community Development
DATE: May 14, 2025
SUBJECT: Jackson Ranch Annexation No. 2
APPLICANT: Nina Ruiz; Vertex Co.
PROPERTY OWNER: RJPC Ranch LLC, a Colorado Limited Liability Company
LOCATION: Generally located southeast of State Highway 78 and south of the proposed Jackson Ranch Annexation No. 1– 439.33 acres
EXISTING ZONE: Pueblo County Large Agricultural (A-1)
CONCURRENT REQUEST(S): Jackson Ranch Annexation No. 1 (A-24-04)

REQUEST:

The Petitioner/Applicant is requesting to annex 439.33 acres into the city. This petition is part of a series of two annexations totaling 591.6 acres. The series annexations include: 152.27 acres in Annexation No. 1 and 439.33 acres in Annexation No. 2. The property within Annexation No. 2 will be master planned following annexation with the primarily a mixture of residential development areas. The proposed land uses will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended.

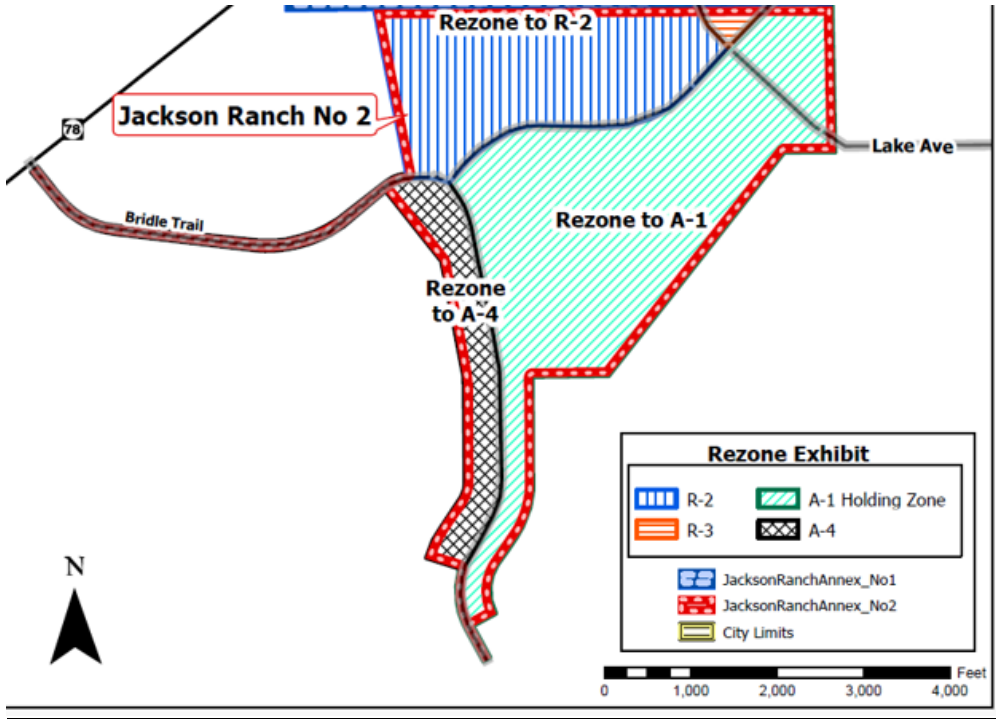
BACKGROUND:

The Petitioner/Applicant submitted annexation petitions for the Jackson Ranch Annexations 591.6 acres into the city through a series of two annexations with Phase 1 totaling 152.27 acres and Phase 2 totaling 439.33 acres. The annexation petitions were filed on August 28, 2024, by RJPC Ranch LLC, a Colorado Limited Liability Company. The phase 2 annexation contains 439.33 acres and is located southeast of State Highway 78 and south of the proposed Jackson Ranch Annexation No. 1. The purpose of the annexation is for the development of a mixture of residential development types that includes some complementary retail services. The property is currently identified within the Urban Reserve – Special Development Area and the Rural Ranch future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map.



The applicant is proposing to initially zone approximately 282.33 acres of the property as A-1, Agricultural One, as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time.

Approximately 109.23 acres are proposed to be zoned into an R-2, Single Family Residential District, 1.77 acres into an R-3, One and Two Family Residential District, and the remaining 46 acres are proposed to be zoned into an A-4, Agricultural District that allows one-family homes.



No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 439.33 acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City’s comprehensive plan, and the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended. The proposed development of the property must at minimum meet the criteria included in the Major Project Annexation Criteria described in the 2022 Pueblo Regional Comprehensive Plan, as amended.

ANALYSIS:

The proposed Jackson Ranch Annexation No. 2 conforms with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and the Pueblo Municipal Codes.

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

Existing Zoning and Land Use:

Zone District	Pueblo County Large Agricultural (A-1)
Existing Land Use	One residence, remainder is Vacant/Undeveloped

Surrounding Land Uses & Zoning

North	Pueblo County - A-1, Large Agricultural; one residence with remainder currently undeveloped
East	Pueblo County - A-1, Large Agricultural; Currently undeveloped, City of Pueblo, S-1 containing a transmission tower
South	Pueblo County - A-1, Large Agricultural; Currently undeveloped
West	Pueblo County - A-1, Large Agricultural; two residences, one on each side of SH78 with remainder currently undeveloped

Current Land Use According to Comprehensive Plan:

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Urban Reserve – Special Development Area (95 acres) and Rural Ranch (344 acres). These areas are adjacent to the proposed Jackson Ranch Annexation No. 1 property that is located within the City of Pueblo 3-Mile Annexation Boundary area. These areas are potentially serviceable areas and may be suitable for future annexation, subject to the evaluation criteria for major projects and the applicable requirements of the City’s Code of Ordinances. Future land use categories should be assigned through a Comprehensive Plan amendment.

The Major Project Annexation Criteria, along with the Pueblo Regional Comprehensive Plan Goals for a proposed development must at a minimum meet the following criteria to be considered for annexation:

1. Should be consistent and promote the development goals provided in the Regional Comprehensive Plan.

Staff findings: The Regional Comprehensive Plan designates the proposed annexation area to be within both an Urban Reserve – Special Development Area (95 acres) and a Rural Ranch Area (344 acres). An amendment to the Regional Comprehensive Plan Future Land Use Map should be approved by City Council prior to the approval of

rezoning and subdivision of the property. The property shall be zoned into the zone district most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan.

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

Staff findings: The proposed annexation agreement requires the petitioner to prepare a Sanitary Sewer Plan certified by Professional Engineers competent in the field of sanitary sewer engineering and registered in the State of Colorado. Associated impacts on the City's existing sanitary sewer system and proposed sanitary sewer system shall be identified in the Sanitary Sewer Plan, and those impacts which are reasonably attributable to the development of the property as determined by the City, in its sole discretion, shall be mitigated through the installation of sanitary sewer improvements installed by and at the expense of the petitioner.

3. Must fund any needed expansions to water or sewer service capacity needed to support the project including the dedication or purchase of water rights, contributions for expansion of sewer treatment capacity, or provision of private treatment of wastewater to reduce impact on treatment capacity for the City.

Staff findings: The petitioner shall construct and install, at petitioner's sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the property. The size, location and capacity of such sewer lines, mains, and pump stations will be determined by the Director of Wastewater, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published November 11, 2024, or as same may be hereafter amended. Such additional sewer lines, mains, pump stations shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

Any extension of water service to the property shall be approved by Pueblo Water and no subdivision of the property shall be approved without the approval of Pueblo Water to provide service to the Property.

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

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

All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements. The Petitioner is also required to pay a Public Safety Impact Fee based on the square foot of floor space for each residential, commercial, and industrial building.

Annexation Agreement Related to Zoning and Secondary Access:

According to the agreement, the applicant is proposing to initially zone approximately 282.33 acres of the property as A-1, Agricultural One, as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time.

Approximately 109.23 acres are proposed to be zoned into an R-2, Single Family Residential District, 1.77 acres into an R-3, One and Two Family Residential District, and the remaining 46 acres are proposed to be zoned into an A-4, Agricultural District that allows one-family homes.

The annexation agreement also states that the petitioner shall provide secondary access to the property in accordance with the 2015 International Fire Code. The secondary access will most likely be provided by the planned extension of Lake Avenue and/or Bridle Trail. The developer/petitioner is eligible for cost recovery for the construction of secondary access. The City reserves the right to not approve subsequent subdivisions or approve building permits until the secondary access requirement is fulfilled.

Field Observations of Site:

- The proposed annexation area is vacant and undeveloped land, except for one residence located on the property. There is one private access road from State Highway 78 that provides a connection with the residence and other agricultural uses occurring on the property.

Neighborhood Compatibility

- There is one residence located south of State Highway 78, east and north of the proposed annexation property. The remainder of the property is surrounded currently by undeveloped land that is zoned within the Pueblo County - Large Agricultural (A-1) District. The agricultural use on the property is for the grazing of cattle on a limited basis. Non-agricultural uses may not be compatible with the agricultural uses occurring on the property and on surrounding properties.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works: Approval of wording in annexation agreement
- City Transportation: Approval of wording in annexation agreement
- City Law Department: Approval of wording in annexation agreement
- Pueblo Regional Building Department: No comment
- City Fire Department: Approval of wording in annexation agreement
- Pueblo Board of Water Works: Approval of wording in annexation agreement
- City Wastewater: Approval of wording in annexation agreement
- City Stormwater: Approval of wording in annexation agreement

- City Parks and Recreation Department: Approval of wording in annexation agreement
- City GIS: No comment
- Xcel Energy: No comment
- Black Hills Energy: No Comment
- CDOT: No Comment

SPECIAL INFORMATION

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

1. **Section 31-12-104** –That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.
 - Approximately 5,300 feet of the proposed annexation area is contiguous with existing City property of a total perimeter of approximately 31,126 feet, so it meets the one-sixth requirement.
2. **Section 31-12-105[1]-[e]** – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.
 - The City of Pueblo adopted the updated “City of Pueblo 3-Mile Annexation Master Plan for the Year 2025” on January 13, 2025. All of the property is within three miles of the existing city limits.
3. **Section 31-12-108.5-** An Annexation Impact Report is required for all annexations over ten acres.
 - An Annexation Impact Report for the Jackson Ranch Annexation No. 2 has been provided for the City by the petitioner addressing future land uses, water and sanitary sewer extension, roadway extensions, and impacts to School District 60.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

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

The proposed annexation is a logical extension of the City’s boundary.

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

No later than ninety (90) days after the effective date of the Ordinance annexing the property, Petitioner shall take and perform all actions necessary for the Property to be zoned as follows:

According to the agreement, the applicant is proposing to initially zone approximately 282.33 acres of the property as A-1, Agricultural One, as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time.

Approximately 109.23 acres are proposed to be zoned into an R-2, Single Family Residential District, 1.77 acres into an R-3, One and Two Family Residential District, and the remaining 46 acres are proposed to be zoned into an A-4, Agricultural District that allows one-family homes.

The Regional Comprehensive Plan designates the proposed annexation area to be within both an Urban Reserve – Special Development Area (95 acres) and a Rural Ranch Area (344 acres). An amendment to the Regional Comprehensive Plan Future Land Use Map should be approved by City Council prior to the approval of a rezoning and subdivision of the property.

No building permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure until the property on which the building or structure is located is subdivided in accordance with any and all requirements of the Annexation Agreement and Title XII, Chapter 4 of the Pueblo Municipal Code as same may be amended.

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

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

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

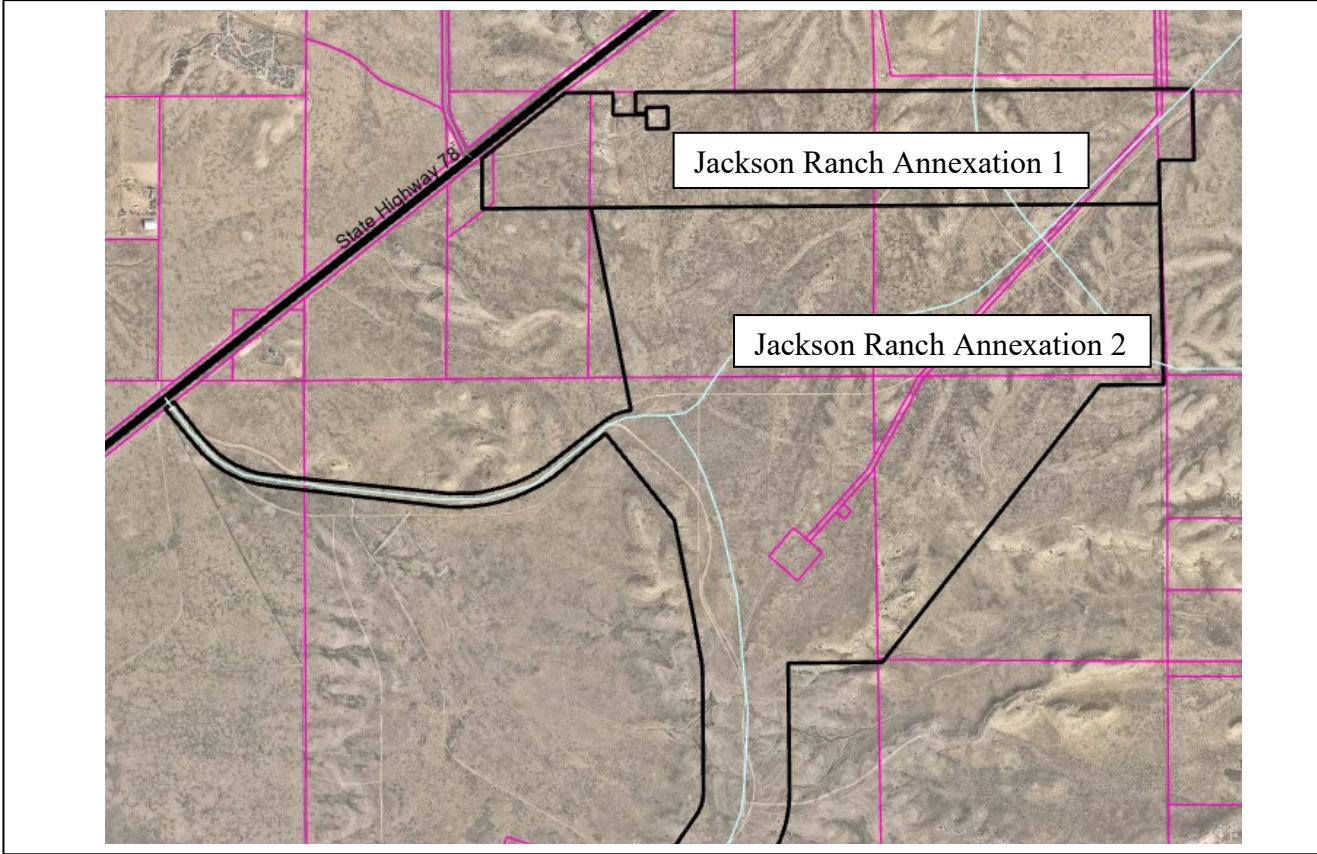
The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

RECOMMENDED ACTION: If the Planning and Zoning Commission determines that the annexation petition meets the necessary criteria and statutory requirements, a recommendation to City Council for approval of the annexation petition is appropriate.

ATTACHMENTS

- A. Aerial Photograph
- B. Site Photo
- C. Annexation Plat
- D. Impact Report – Included in Staff Report A-24-04
- E. Draft Annexation Agreement (Applicable to A-24-04 and A-24-05)
Included in Staff Report A-24-04

A. Aerial Photograph



B. Site Photo



D. Impact Report (Applicable to A-24-04 and A-24-05)
See Staff Report for Jackson Ranch Annexation 1

E. Draft Annexation Agreement (Applicable to A-24-04 and A-24-05)
See Staff Report for Jackson Ranch Annexation 1

JACKSON RANCH ANNEXATION No. 2

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, ALL OF THE NORTHWEST QUARTER AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO

1. AREA TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, ALL OF THE NORTHWEST QUARTER AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SECTION 29; THENCE N. 00°22'16" W., A DISTANCE OF 2578.85 FEET TO THE POINT OF BEGINNING; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 400.17 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46 FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 422.71 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 422.71 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1 AND THE POINT OF TERMINUS.

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

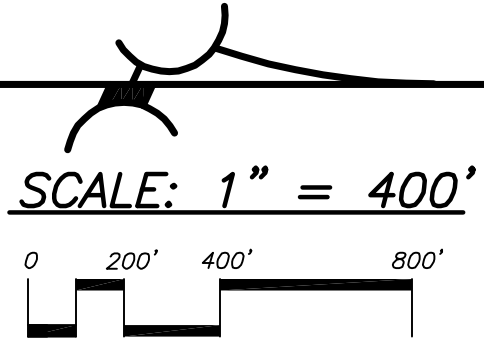
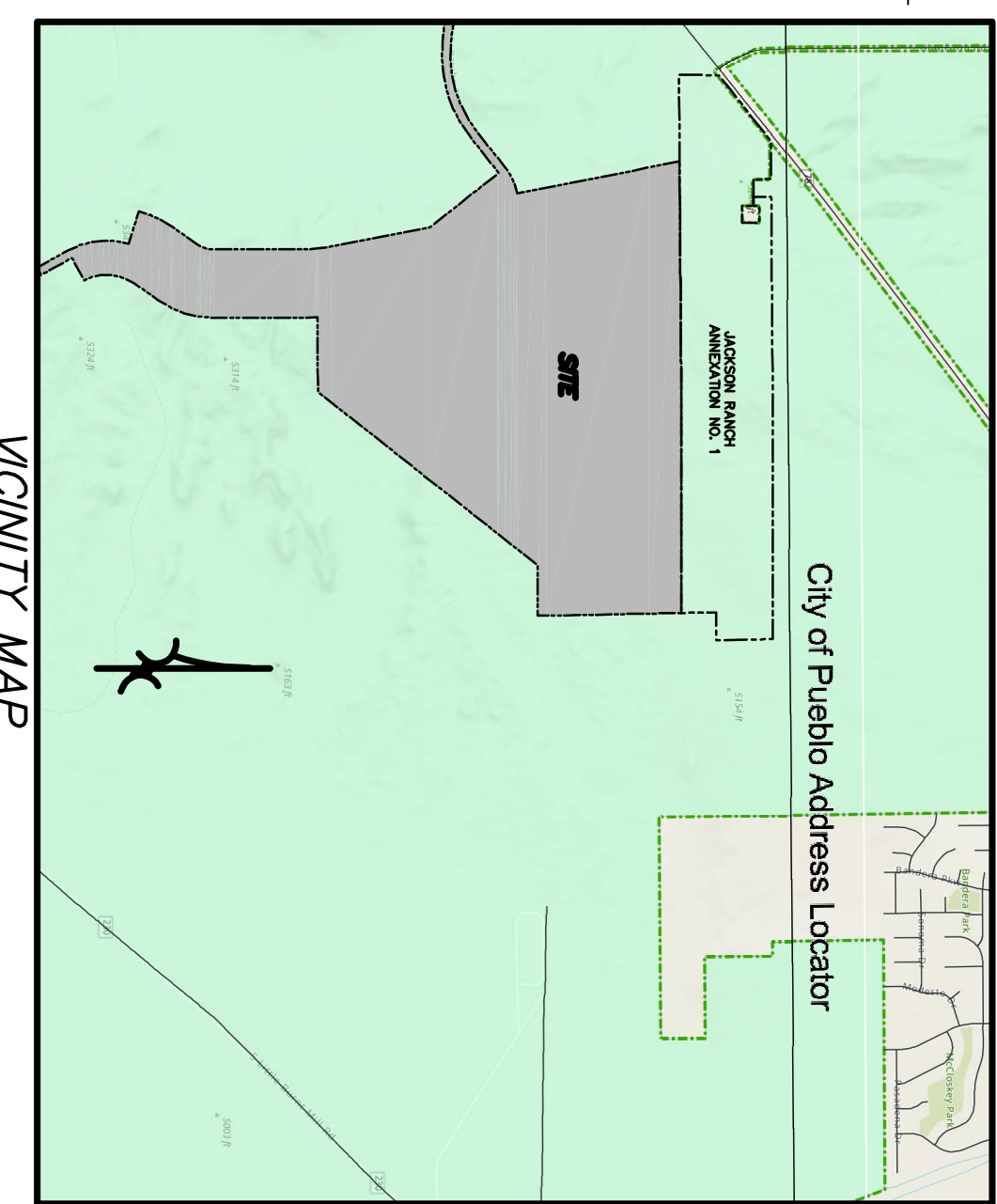
NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

By:
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on behalf of NorthStar Engineering
And Surveying, Inc.

CONTAINING 439.18 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

BEGINNING AT THE SOUTHEAST CORNER OF JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 400.17 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET;

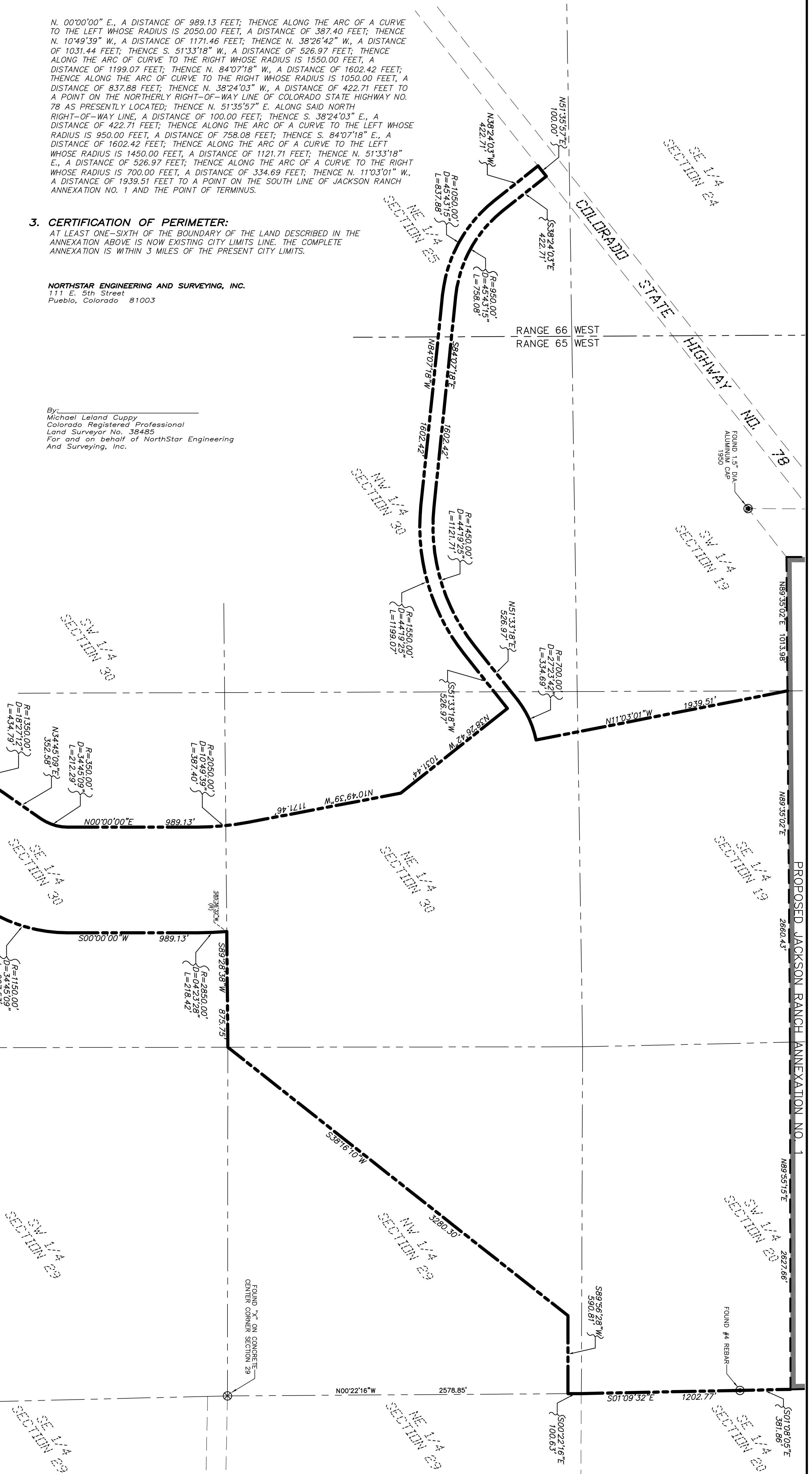


BASIS OF BEARINGS:

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

LEGEND

- EXISTING CITY LIMITS LINE
- PROPOSED CITY LIMITS LINE



NORTHSTAR ENGINEERING AND SURVEYING, INC.		(719)544-6823 (719)544-6825 FAX	
111 E. 5TH ST. PUEBLO, CO 81003			
TITLE: ANNEXATION PLAT		FILE: 2203200-ANNEX.DWG	
SCALE: 1" = 400'	DRAWN BY: DJA	JOB NO. 2203200	
DATE: 11-20-2024	CHECKED BY: MLC	SHEET 1 OF 1	

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, May 14th, 2025 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present: Paul Willumstad, Board Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner, Paul Haley, Fire Inspector, and Helen Dupree, Transportation Analyst.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move GU-25-02 to #6 on the Public Hearing agenda, move CP-25-01 to #7 on the Public Hearing agenda, move Z-25-06 to #8 on the Public Hearing agenda, withdraw SUP-24-01 from the Public Hearing agenda, and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

- 1. Z-25-08** **Rezone Lot 7, Block 5, South Prairie Park**, 0.41-acres from Highway and Arterial Business District (B-3) to Industrial Zone District (I-2) District. Staff report by Wade Broadhead, Sr. Planner.

Hearing: Applicants William Leyba and Joseph Torguson were sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the rezoning application with 1 staff condition be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 7-0

- 2. S-25-02** **Subdivision:** Dutch Bros subdivision filing No 1 of .7-acres into one commercial lot. Generally located at the northwest corner of 13th Street and Santa Fe Avenue. Staff Report by Wade Broadhead, Sr. Planner

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

Commission Action: Bailey moved to recommend the subdivision application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 7-0

3. **Z-25-09** **Rezone 5th & Lacrosse**, rezone two parcels located at E 5th St and N Lacrosse Ave from Neighborhood Office (O-1) to Multiple-Residential and Office (R-5) Zone District. Staff report by Beritt Odom, Principal Planner

Hearing: No one spoke in opposition.

Commission Action: Bailey moved to recommend the rezone application be forwarded to City Council for approval, seconded by Spinuzzi.

Motion Passed: 7-0

4. **Z-25-10** **Rezone 1309 Lake Ave**, 0.14-acres from One- and Two-Family Residential (R-3) to Subregional Business (B-2) District. Staff report by Hannah Prinzi, Planner.

Hearing: Applicant Nicholas Romero was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the rezone application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 7-0

5. **SUP-24-01** **2300 E 10th St:** Request to renew a Special Use Permit to allow for a farmer's market in a Government Use (S-1) Zone District. Staff report by Mikaylin Hackley, Planner. *Withdrawn*

6. **CP-25-01** **Amend the Pueblo Regional Comp Plan**, June 2022, Future Land Use Plan for the Pueblo Recreation Resort Annexation Area, located south of Hwy 78, 175.914 acres, from Suburban Neighborhood and Special Development Area to Commercial Mixed Use. Staff report by Beritt Odom, Principal Planner. *Continued from April 9, 2025*

Hearing: Applicants Heath Herber and Craig Dossey were sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the comprehensive plan amendment application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 4-3 (Castellucci, Avalos, and Aznar dissenting)

7. **Z-25-06** **Rezone Pueblo Recreation Resort Annexation Area**, north of Hwy 78, 123.59 acres from Pueblo County A-4 to City A-1, Agricultural One. Rezone Pueblo Recreation Resort Area south of Hwy 78, 175.914 acres from Pueblo County A-4 to City R-6, Multiple Residential and Commercial. Staff report by Beritt Odom, Principal Planner. *Continued from April 9, 2025*

Hearing: Applicants Heath Herber and Craig Dossey were sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the rezone application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 4-3 (Castellucci, Avalos, and Aznar dissenting)

8. **GU-25-02** **Site Plan Review**, for an addition to the Pueblo Board of Water Works Maintenance facility located at 707 W 3rd St. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicants Scott Burbidge and Louis Nazario were sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to approve the government-use site plan application, seconded by Spinuzzi.

Motion Passed: 7-0

Chair Castellucci recused himself for the remainder of the meeting.

Public Meeting:

1. **A-24-04** **Jackson Ranch Annexation 1:** Annexation of 152.27 acres into the City of Pueblo, generally located southeast of Hwy 78 and west of the Pastora Ranch Annexation.

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

Motion Passed: 6-0 (Castellucci recused himself)

2. **A-24-05 Jackson Ranch Annexation 2:** Annexation of 439.33 acres into the City of Pueblo, generally located southeast of Hwy 78 and south of the proposed Jackson Ranch Annexation No. 1

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

Motion Passed: 6-0 (Castellucci recused himself)

Approval of Minutes: Bailey motioned to approve minutes from April 9th, 2025, Planning and Zoning Commission meeting, seconded by Boston.

Motion Passed: 6-0

Old/New Business: None

Adjourn @ 5:43 PM

Respectfully submitted,



Mike Castellucci
Chairperson



Scott Hobson
Executive Secretary



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$216,059.50 FROM HUAN01 STREET RESURFACING AND DEPOSITING AND BUDGETING AND APPROPRIATING SAID FUNDS INTO ACCOUNT PROJECT HU2503; AND AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$186,059.50 TO DOUG VAUGHN, LLC., FOR PROJECT NO. 25-060, CONCRETE IMPROVEMENTS AT LEXINGTON ROAD AND SARATOGA ROAD, SETTING FORTH \$30,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Doug Vaughn, LLC., for Project No. 25-060 Concrete Improvements at Lexington Road and Saratoga Road.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of installing ADA curb ramps, sidewalks, and curb and gutters on Lexington Road and Saratoga Road. This Resolution awards the construction contract to Doug Vaughn, LLC. It also transfers project funds from Account Project HUAN01 - Street Resurfacing into said account.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$216,059.50 will be transferred from Account Project HUAN01, Street Resurfacing into Account Project HU2503 - Street Improvements at Lexington Road and Saratoga Road.

Funding in the amount of \$186,059.50 plus \$30,000.00 for contingencies shall be paid

from HU2503.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will prevent the transfer of funds and cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-060 Bid Summary

RESOLUTION NO. 16019

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$216,059.50 FROM HUAN01 STREET RESURFACING AND DEPOSITING AND BUDGETING AND APPROPRIATING SAID FUNDS INTO ACCOUNT PROJECT HU2503; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$186,059.50 TO DOUG VAUGHN, LLC., FOR PROJECT NO. 25-060, CONCRETE IMPROVEMENTS AT LEXINGTON ROAD AND SARATOGA ROAD, SETTING FORTH \$30,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for 25-060 Concrete Improvements at Lexington Road and Saratoga Road have been received and examined; and,

WHEREAS, the proposal of Doug Vaughn, LLC., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-060 Concrete Improvements at Lexington Road and Saratoga Road to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$216,059.50 are hereby transferred from Account Project HUAN01 Street Resurfacing and deposited and budgeted and appropriated into Account Project HU2503 Street Improvements at Lexington Road and Saratoga Road.

SECTION 2.

The City Council authorizes Project No. 25-060 Concrete Improvements at Lexington Road and Saratoga Road to be performed, and the contract for said project is hereby awarded to Doug Vaughn, LLC., in the amount of \$186,059.50.

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 same.

SECTION 4.

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.....\$30,000.00

SECTION 5.

Funds for Project No. 25-060, in the amount of \$216,059.50 (\$186,059.50 + \$30,000.00 for contingencies and additional work), shall be from Account Project HU2503, Street Improvements at Lexington Road and Saratoga Road.

SECTION 6.

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 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 23, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK



City of Pueblo
Purchasing

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

EVALUATION TABULATION

IFB No. 25-060 (HUAN01)

Concrete Improvements - Lexington Road and Saratoga Road

RESPONSE DEADLINE: June 11, 2025 at 11:00 am

Report Generated: Wednesday, June 11, 2025

VENDOR TOTALS

Vendor	Total
Doug Vaughn, LLC	\$186,059.50
Wicked Outlaw Construction	\$188,193.00
Cedar Ridge Landscape, Inc	\$206,360.50
Merriman Land Works LLC	\$210,583.24
Gray Matter Construction	\$225,840.00
CARAVEO CONSTRUCTION INC.	\$293,000.00
SSS ENTERPRISE LLC	\$293,672.27

EVALUATION TABULATION
 IFB No. 25-060 (HUAN01)
 Concrete Improvements - Lexington Road and Saratoga Road

BASE BID (Table 1 of 2)

Selected	Line Item	BASE BID			CARAVEO CONSTRUCTION INC.		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Gray Matter Construction		Merriman Land Works LLC	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	REMOVE ASPHALT	3017	S.F.	\$3.00	\$9,051.00	\$1.75	\$5,279.75	\$2.00	\$6,034.00	\$3.30	\$9,956.10	\$2.22	\$6,697.74
X	3	REMOVE CURB AND GUTTER	1195	L.F.	\$15.00	\$17,925.00	\$6.00	\$7,170.00	\$4.75	\$5,676.25	\$8.50	\$10,157.50	\$9.50	\$11,352.50
X	4	REMOVE CONCRETE	6012	S.F.	\$3.30	\$19,839.60	\$1.50	\$9,018.00	\$2.40	\$14,428.80	\$3.30	\$19,839.60	\$2.25	\$13,527.00
X	5	REMOVE REINFORCED CONCRETE	1786	S.F.	\$5.00	\$8,930.00	\$2.50	\$4,465.00	\$2.40	\$4,286.40	\$6.50	\$11,609.00	\$3.00	\$5,358.00
X	6	CONSTRUCT CURB HEAD	101	L.F.	\$35.00	\$3,535.00	\$18.00	\$1,818.00	\$19.00	\$1,919.00	\$22.00	\$2,222.00	\$19.00	\$1,919.00
X	7	CONSTRUCT CURB AND GUTTER	1195	L.F.	\$35.00	\$41,825.00	\$38.00	\$45,410.00	\$28.00	\$33,460.00	\$29.50	\$35,252.50	\$38.00	\$45,410.00
X	8	CONSTRUCT 4" CONCRETE	4633	S.F.	\$13.00	\$60,229.00	\$8.50	\$39,380.50	\$6.45	\$29,882.85	\$7.50	\$34,747.50	\$7.00	\$32,431.00
X	9	CONSTRUCT 6" CONCRETE	1566	S.F.	\$19.00	\$29,754.00	\$12.00	\$18,792.00	\$7.20	\$11,275.20	\$9.80	\$15,346.80	\$8.50	\$13,311.00
X	10	CONSTRUCT 7" REINFORCED CONCRETE	1786	S.F.	\$15.00	\$26,790.00	\$15.00	\$26,790.00	\$14.00	\$25,004.00	\$12.50	\$22,325.00	\$11.00	\$19,646.00
X	11	CONSTRUCT ASPHALT ROADWAY PATCH	2877	S.F.	\$6.00	\$17,262.00	\$9.25	\$26,612.25	\$9.00	\$25,893.00	\$7.00	\$20,139.00	\$13.00	\$37,401.00
X	12	INSTALL 24" X 30" TACTILE BAND	30	EACH	\$200.00	\$6,000.00	\$270.00	\$8,100.00	\$170.00	\$5,100.00	\$340.00	\$10,200.00	\$175.00	\$5,250.00

EVALUATION TABULATION
 IFB No. 25-060 (HUAN01)
 Concrete Improvements - Lexington Road and Saratoga Road

Selected	Line Item	BASE BID			CARAVEO CONSTRUCTION INC.		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Gray Matter Construction		Merriman Land Works LLC	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	13	FURNISH -INSTALL CLASS 6 BACKFILL	15	TON	\$95.00	\$1,425.00	\$55.00	\$825.00	\$40.00	\$600.00	\$175.00	\$2,625.00	\$152.00	\$2,280.00
X	14	RELOCATE SIGN	2	EA.	\$300.00	\$600.00	\$50.00	\$100.00	\$100.00	\$200.00	\$285.00	\$570.00	\$250.00	\$500.00
X	15	EROSION AND SEDIMENT CONTROL	1	L.S.	\$5,500.10	\$5,500.10	\$800.00	\$800.00	\$300.00	\$300.00	\$3,350.00	\$3,350.00	\$500.00	\$500.00
X	16	TRAFFIC CONTROL	1	L.S.	\$24,339.30	\$24,339.30	\$3,800.00	\$3,800.00	\$9,000.00	\$9,000.00	\$17,500.00	\$17,500.00	\$5,000.00	\$5,000.00
X	17	MOBILIZATION	1	L.S.	\$19,995.00	\$19,995.00	\$8,000.00	\$8,000.00	\$13,000.00	\$13,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Total						\$293,000.00		\$206,360.50		\$186,059.50		\$225,840.00		\$210,583.24

BASE BID (Table 2 of 2)

Selected	Line Item	BASE BID			SSS ENTERPRISE LLC		Wicked Outlaw Construction	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	REMOVE ASPHALT	3017	S.F.	\$5.10	\$15,386.70	\$3.00	\$9,051.00
X	3	REMOVE CURB AND GUTTER	1195	L.F.	\$12.50	\$14,937.50	\$4.00	\$4,780.00
X	4	REMOVE CONCRETE	6012	S.F.	\$6.00	\$36,072.00	\$3.00	\$18,036.00
X	5	REMOVE REINFORCED CONCRETE	1786	S.F.	\$8.37	\$14,948.82	\$5.00	\$8,930.00
X	6	CONSTRUCT CURB HEAD	101	L.F.	\$22.50	\$2,272.50	\$9.00	\$909.00

EVALUATION TABULATION
 IFB No. 25-060 (HUAN01)
 Concrete Improvements - Lexington Road and Saratoga Road

BASE BID					SSS ENTERPRISE LLC		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	7	CONSTRUCT CURB AND GUTTER	1195	L.F.	\$39.00	\$46,605.00	\$30.00	\$35,850.00
X	8	CONSTRUCT 4" CONCRETE	4633	S.F.	\$9.00	\$41,697.00	\$5.00	\$23,165.00
X	9	CONSTRUCT 6" CONCRETE	1566	S.F.	\$10.85	\$16,991.10	\$9.00	\$14,094.00
X	10	CONSTRUCT 7" REINFORCED CONCRETE	1786	S.F.	\$18.50	\$33,041.00	\$14.00	\$25,004.00
X	11	CONSTRUCT ASPHALT ROADWAY PATCH	2877	S.F.	\$8.75	\$25,173.75	\$12.00	\$34,524.00
X	12	INSTALL 24" X 30" TACTILE BAND	30	EACH	\$425.00	\$12,750.00	\$160.00	\$4,800.00
X	13	FURNISH -INSTALL CLASS 6 BACKFILL	15	TON	\$52.50	\$787.50	\$50.00	\$750.00
X	14	RELOCATE SIGN	2	EA.	\$310.00	\$620.00	\$150.00	\$300.00
X	15	EROSION AND SEDIMENT CONTROL	1	L.S.	\$7,200.00	\$7,200.00	\$2,000.00	\$2,000.00
X	16	TRAFFIC CONTROL	1	L.S.	\$10,531.00	\$10,531.00	\$5,000.00	\$5,000.00
X	17	MOBILIZATION	1	L.S.	\$14,658.40	\$14,658.40	\$1,000.00	\$1,000.00
Total							\$293,672.27	\$188,193.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	CARAVEO CONSTRUCTION INC.	Cedar Ridge Landscape, Inc	Doug Vaughn, LLC	Gray Matter Construction	Merriman Land Works LLC	SSS ENTERPRISE LLC	Wicked Outlaw Construction
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS							
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CERTIFICATIONS							
CERTIFICATION STATEMENT	Pass	Pass	Pass	Pass		Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response	No Response		No Response	No Response



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Noah Stamm, Civil Engineer Drainage

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$105,511.00 TO MORTON ELECTRIC, INC. AND SETTING FORTH \$10,551.10 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 25-058, 29TH ST. PUMP STATION ELECTRICAL REPAIR AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

This resolution awards a construction contract to Morton Electric, Inc. for the replacement of multiple electrical circuits, outlets, fans, HVAC, and sump pump system in the 29th St. Pump Station to return it to working order.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The 29th Street pump station was built in 2021 and has since succumbed to some failures. The project is focused on restoring the electrical systems of the 29th Street Pump Station to full functionality at both the pump station and its associated electrical building. To achieve this, a range of repairs and improvements will be undertaken. Key objectives include repairing water damage in the pump station vault, repairing HVAC systems in the vault and electrical building, improving the float switches in the wet well, waterproofing the vault's sump pump, and improving electrical wiring at the vault's lid. These repairs are necessary to ensure the pump station is operating as designed.

FINANCIAL IMPLICATIONS:

Funding, including contingencies, in the amount of \$116,062.10 will be paid from account SW1701, Pump Station – 29th St.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Alternatives No. 1 – No action

Under this alternative, the system would remain unfunctional and would continue to have the potential of flooding the 29th Street underpass, being a liability for the City.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-058 Bid Summary

RESOLUTION NO. 16020

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$105,511.00 TO MORTON ELECTRIC, INC. AND SETTING FORTH \$10,551.10 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 25-058, 29TH ST. PUMP STATION ELECTRICAL REPAIR AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, competitive bids for Project No. 25-058, 29th St. Pump Station Electrical Repair, and;

WHEREAS, the proposal of Morton Electric, Inc., was the lowest of those bids determined to be responsible, and the committee of Awards recommends to the City Council that it authorize Project No. 25-058 to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 25-058, 29th St. Pump Station Electrical Repair, to be performed, and the contract for said project is hereby awarded to said bidder in the amount of \$105,511.00.

SECTION 2.

Funds for Project No. 25-058, 29th St. Pump Station Electrical Repair shall be from SW1701.

SECTION 3.

In addition to the amount of the bid set forth, as aforementioned, an additional amount of \$10,551.10 is hereby authorized for contingencies and additional work.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 23, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
 IFB No. 25-058 (SW1701)
29th Street Pump Station Electrical Repair
 RESPONSE DEADLINE: June 5, 2025 at 10:00 am
 Report Generated: Thursday, June 5, 2025

VENDOR TOTALS

Vendor	Total
MORTON ELECTRIC	\$105,511.00

BASE BID

BASE BID					MORTON ELECTRIC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Electrical Building Exhaust Fan	1	EA	\$1,008.00	\$1,008.00
X	2	Breaker Filler	1	EA	\$83.00	\$83.00
X	3	Pump SWP2 Power Factor Correction Capacitor	1	EA	\$5,139.00	\$5,139.00
X	4	Pump SWP3 Power Factor Correction Capacitor	1	EA	\$5,139.00	\$5,139.00
X	5	SCADA Call-Out System	1	LS	\$4,442.00	\$4,442.00
X	6	Electrical Panel Breakers, Arc flash coordination study	1	LS	\$4,985.00	\$4,985.00
X	7	Lighting, Emergency Lighting, Wiring, Conduit Fittings	1	LS	\$11,346.00	\$11,346.00

EVALUATION TABULATION
 IFB No. 25-058 (SW1701)
 29th Street Pump Station Electrical Repair

Selected	Line Item	BASE BID			MORTON ELECTRIC	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	8	Water on Floor Sensor, Replace Conduit fittings, Replace Wiring	1	LS	\$7,065.00	\$7,065.00
X	9	Wet Well Level Transmitter & Wiring	1	LS	\$10,552.00	\$10,552.00
X	10	Electric Heaters & Wiring	1	LS	\$13,833.00	\$13,833.00
X	11	Intake/Exhaust Fan & Wiring	1	LS	\$11,977.00	\$11,977.00
X	12	Electric Receptacles	1	LS	\$5,166.00	\$5,166.00
X	13	Vault Intrusion Switch	1	EA	\$5,170.00	\$5,170.00
X	14	Sump Pump Duplex System	1	LS	\$13,640.00	\$13,640.00
X	15	Vault Lid Conduit Plugs	1	EA	\$380.00	\$380.00
X	16	Junction Box Screw/Pump SWP1 Insulated Splice Replacement	1	EA	\$192.00	\$192.00
X	17	Vault Lid Conduit Sleeve Sealing	1	LS	\$267.00	\$267.00
X	18	Vault Lid Switch Re-installation	1	LS	\$575.00	\$575.00
X	19	Level Float Remounting	1	LS	\$2,546.00	\$2,546.00
X	20	Level Float Conduit Sealing	1	LS	\$458.00	\$458.00
X	21	Mobilization	1	EA	\$1,548.00	\$1,548.00
Total						\$105,511.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	MORTON ELECTRIC
BID GUARANTEE	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass
ACKNOWLEDGEMENTS	
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass
INSURANCE REQUIREMENTS	Pass
COLORADO LABOR REQUIREMENT:	Pass
SALES AND/OR USE TAX INFORMATION	Pass
CERTIFICATIONS	
CERTIFICATION STATEMENT	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: A RESOLUTION APPROVING AN AMENDMENT TO A PROFESSIONAL CONSULTING SERVICES AGREEMENT BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND STANTEC ARCHITECTURE, INC, IN THE AMOUNT OF \$104,944.00 WITH ADDITIONAL FUNDS FOR CONTINGENCIES RELATED TO PROJECT NO. 24A-035, PT2403, UPDATE OF PUEBLO TRANSIT RELOCATION STUDY AND EQUITY STUDY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This resolution includes an EV fleet transition planning study in the agreement awarded to Stantec Inc. For the professional consulting services of Project No. 24A-035 and PT2403 to update the Pueblo Transit relocation study and plan for the deployment of zero-emission transit vehicles and ensure the best possible economic, social, and environmental outcome for Puebloans.

PREVIOUS COUNCIL ACTION:

Resolution No. 15749 passed and approved the original agreement for Professional Engineering Services.

BACKGROUND:

In general, this Amendment allows Pueblo Transit to prepare for the biggest change to its bus fleet in generations. The US Department of Energy, Energy Efficiency and Renewable Energy, mandates that by 2040, all public transit agencies must transition to 100% zero-emission bus fleets. Attracted by zero tailpipe emissions, quieter streets, and lower fueling costs, Pueblo City Council embraced an ambitious vision to be a leader in the adoption of electric vehicles when it unanimously resolved on February 13, 2017, with Resolution No. 13612, that the City must be entirely powered by renewable sources of energy by 2035.

Pueblo Transit is without a zero-emission fleet transition plan or analysis. Additionally, the current maintenance and administrative facility has outgrown its current location, forcing a relocation to expand and prepare for the future of a zero-emission fleet. Finally, and most critically, Pueblo Transit cannot be competitive for capital funding opportunities without a transition plan.

FINANCIAL IMPLICATIONS:

The funding for the original agreement (\$77,526.00) will be paid out of project PT2440. The amendment (\$104,944.00) cost of the study was sole sourced and requires a \$11,000.00 dollar match with additional funds for contingencies which will be paid out of project PT2403.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board of Directors approve this Resolution.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24a-035 Stantec Amend 1 Transit Relocation Study

RESOLUTION NO.16033

A RESOLUTION APPROVING AN AMENDMENT TO A PROFESSIONAL CONSULTING SERVICES AGREEMENT BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND STANTEC ARCHITECTURE, INC, IN THE AMOUNT OF \$104,944.00 WITH ADDITIONAL FUNDS FOR CONTINGENCIES RELATED TO PROJECT NO. 24A-035, PT2403, UPDATE OF PUEBLO TRANSIT RELOCATION STUDY AND EQUITY STUDY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, Project No. 24A-035 (PT2440), Update of Pueblo Transit Relocation Study and Equity Study was awarded to Stantec Architecture, Inc, on September 9, 2024;

WHEREAS, the project has been sole sourced to Stantec Architecture, Inc, for project No. PT2403 Colorado Department of Transportation 2024-CTE: Pueblo Transit Fleet Transition Planning Grant Study;

WHEREAS, it is in the best interests of the City to proceed with and complete such study in the manner herein provided; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The amendment between the City of Pueblo, a Colorado Municipal Corporation and Stantec Architecture, Inc., a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional planning study contemplated by the amendment to be performed in the amount of \$104,944.00.

SECTION 2.

Funds in the amount of \$11,000.00 will be paid from Project PT2403 with additional funds for contingencies.

SECTION 3.

The Purchasing Agent is hereby authorized to execute said contract on behalf 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 this Resolution to implement the policies and procedures described.

INTRODUCED: June 23, 2025

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

AMENDMENT NO. 1 TO THE PROFESSIONAL CONSULTING SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND STANTEC ARCHITECTURE INC.

1. INTRODUCTION

This Amendment No. 1 to the Agreement for Professional Consulting Services ("Amendment") is executed to be effective as of the ____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Stantec Architecture Inc., a North Carolina corporation registered to do business in Colorado ("Consultant"). City and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties."

2. PROJECT STATEMENT

WITNESSETH THAT:

WHEREAS, City and Consultant entered into that certain Agreement for Professional Consulting Services dated September 16, 2024 for Project 24a-035 Update of Pueblo Transit Relocation Study and Equity Study (the "Agreement");

WHEREAS, City and Consultant desire to amend the Agreement pursuant to the provisions set forth herein;

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

3. AGREEMENT

- A. The Agreement is amended by expanding the scope of service to include the following additional services:
 - 1. Consultant shall provide additional services for the zero emission vehicle (ZEV) transition study to be added to the transit relocation study as identified in Attachment A.
 - 2. Attachment A to this Amendment No. 1 shall be additional work as agreed upon by Consultant and City, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement.
- B. With respect to services provided under the Amendment No. 1, the fee schedule attached as Attachment B to this Amendment No. 1 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 1 shall not exceed the maximum amount

of \$104,944.00 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material.

1. The compensation payable to the Consultant by this Amendment No. 1 shall be billed at the amounts set forth in the Attachment B.
 2. City must respond in writing with written approval prior to Consultant beginning work.
- C. Consultant shall commence and complete each major work item according to the work schedule attached hereto and labelled Attachment C; provided, however, Consultant will not be responsible for delays beyond Consultant's control.
- D. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- E. Except as expressly modified by this Amendment No. 1, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 1, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 1.
- F. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original.
- G. Consultant acknowledges that, due to the nature of the professional services and the impact on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under the Agreement and this Amendment No. 1. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified in Attachment D, "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto 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, consultant, 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.
- H. The following Attachments are included and made a part of this Amendment:
1. Attachment A - "Scope of Service" consisting of 13 pages.

2. Attachment B - "Fee Schedule" consisting of 3 pages.
3. Attachment C - "Work Schedule" consisting of 3 pages.
4. Attachment D - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 5 pages.
5. Attachment E - "Federal Transit Administration (FTA) Contract Clauses for City of Pueblo" consisting of 10 pages.
6. Attachment F - "Colorado Department of Transportation (CDOT) Requirements (Including Non-Construction Federal Highway Administration (FHWA) Contract Clauses)" consisting of 34 pages.

4. SIGNATURE SECTION

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

STANTEC ARCHITECTURE INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Jonathan Flager, Senior Associate, RA

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

Robert Jagger, Deputy City Attorney

Attachments: Attachments A - F and Additional Information for Amendment

Attachment A

Scope of Service

Excerpt from Consultant Submittal to the City dated April 28, 2025,
Summary Letter Page 1 and Proposal Pages 2 -14



Stantec Architecture Inc.
410 17th Street, Suite 1400
Denver, CO 80202

April 28, 2025
File: 2270 453302

Attention: Benjamin R Valdez
Director Pueblo Transit
350 Alan Hamel Ave
Pueblo Co81003

Greetings Benjamin,

Reference: Addition of Zero Emission Vehicle (ZEV) Transition Study to the Update of 2019 Pueblo Transit Relocation Study with Costs, Hydrogen Fuel Cell and Electric Buses & Equity Study

Thank you for the opportunity to provide additional services to add the ZEV Transition Study to the current update of Stantec's 2019 Pueblo Transit Relocation Study. Please see below and attached for more detailed proposal of scope and task descriptions, deliverables, timeline and fee to complete the work.

SCOPE / TASKS

Existing - Scope of Work Summary

- Kick off meeting with Pueblo Transit and Design Team – **Completed, but may need to reinitiate.**
- Bi-Weekly update meetings (virtual) – **Ongoing, will need to resume.**
- Review Space Needs Program and Master Plan
- Update Master Plan to include infrastructure to support a split-vehicle design for Hydrogen Fuel Cell and Battery Electric Buses
- Update 2019 Transit Relocation Study Appendix F with 2024 pricing
- Perform Equity Analysis of Site to meet FTA property acquisition requirements
- Final Report/Summary Narrative

ZEV Transition Study - Scope of Work Summary (See attached for full SoW)

- Task 1 – Kick-off, Data Request, and Project Management
- Task 2 – Analysis and ZEB Fleet Phasing Plan
- Task 3 – Facilities and Financial Assessment
 - 3.1 – ZEV Facilities Assessment
 - 3.2 – ZEV Financial Modeling
- Task 4 – Zero Emission Transition Plan



Stantec Consulting Services Inc.

April 11, 2025

410 17th St #1400, Denver, CO 80202

City of Pueblo
Purchasing Contract Coordinator
230 S Mechanic Street Pueblo, CO 81003

RE: City of Pueblo Zero Emission Vehicle (ZEV) Transition Study

Dear Deborah Rivera:

Public transit elevates the quality of life of a community by connecting people to opportunities: jobs, education, healthcare, shopping, and family and friends. Transit can also shape the development of a community by facilitating compact growth while minimizing traffic and congestion. This in turn empowers cities and regions to reduce pollution and provide cleaner air for all.

Replacing fossil fuel vehicles with ZEVs will enable City of Pueblo to provide clean, quiet, and comfortable rides for its residents with less pollution and noise. The transition study will consist of a phased approach to procure ZEVs, implement charging and/or fueling infrastructure, transform operations, and train personnel as main key components to ensure the best possible economic, social, and environmental outcome for Puebloans.

The successful electrification of a transit system starts with a reliable prediction of future power and energy requirements. Stantec will use our ZEVDecide tool to conduct an in-depth analysis of your fleet while considering topography, extreme weather, passenger load, and other critical components for operations. Furthermore, we will use a multi-criteria evaluation approach to guide City of Pueblo through the selection of potential ZEV technologies. This comprehensive evaluation process is critical to ensure the chosen solution is truly the best fit for Pueblo Transit.

Stantec is an industry leader in advancing transitions to ZEV fleets and we have completed over 61 ZEV implementation plans and ZEV transit infrastructure projects in North America over the past five years. Our team brings together thought leaders and experts in facility assessment, planning and design, electrical analysis and design, operations planning, and funding strategies. Stantec’s ZEV transition experts include Analy Castillo, Reb Guthrie, Kelly Watts, Jonathan Flager, and Mark Peckover.

Our team has the correct combination of ZEV planning expertise, broad thinking, technical capability, and innovative project delivery to successfully complete this project on time and within budget. We are excited at the prospect of working with City of Pueblo on this transformational project. If you have any questions or need additional information, please contact Analy.

Sincerely,

Jonathan Flager, RA, NCARB
Principal In Charge
jonathan.flager@stantec.com
Stantec Consulting Services Inc.

Castillo, Analy Digitally signed by Castillo, Analy
Date: 2025.04.22 14:50:40 -06'00'

Analy Castillo, Ph.D.
Project Manager/Primary Point of Contact
analy.castillo@stantec.com

1. Experience and Technical Competence

STANTEC

Stantec has been serving the transit industry for more than 60 years. The Stantec community unites more than 26,000 employees working in over 400 locations across 6 continents. The public agency sector makes up more than 50% of our annual revenue and the majority of our staff work on public sector projects.

FROM A TO ZEB: WE TRANSFORM TRANSPORTATION

Stantec brings a unique combination of expertise in ZEB infrastructure planning and design, route and energy analysis, and a thorough understanding of funding opportunities available to transit agencies. Our team will serve as your trusted advisor to understand, plan for, and deploy zero emission solutions.

We have worked on more than 60 ZEB and vehicle projects globally within the last 5 years. We help our clients align the pieces through producing ZEB transition plans, route and energy analysis, implementation of charging infrastructure, design of hydrogen fueling stations, and facility design to accommodate ZEBs.

Our industry experts are committed to bringing ZEB technology to the forefront. Through our project work, industry speaking engagements, and published articles, we bring thought leadership and innovative solutions to our clients. Through our active industry association memberships, ZEB Task Force, and committee participation, Stantec is transforming transportation one ZEB fleet at a time.

TRANSITION PLANS & INFRASTRUCTURE PLANNING AND DESIGN

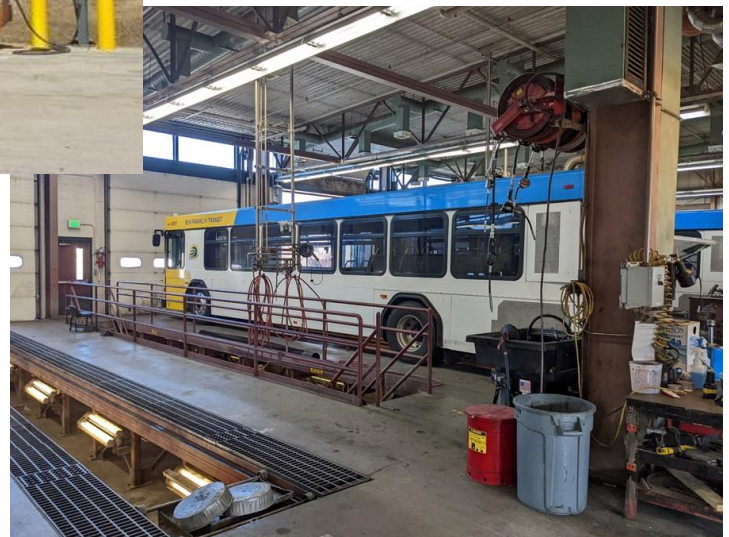
Your success is our success! Stantec is a leader in assisting transit agencies with the adoption of ZEB fleets. The transition from A to ZEB is not an easy one. No two transit agencies are alike, and no two solutions can be exactly the same. Our clients' needs are at the center of every solution we design. With more than 60 years of experience, Stantec has built a dedicated design practice that has delivered more than 500 O&M facilities across North America. Our experienced staff is assisting transit agencies in their transition to ZEB fleets and planning and designing the charging and hydrogen infrastructure requirements at new and existing facilities. Adding to our planning and facilities experience, Stantec partners with transit agencies to identify the infrastructure and power requirements for on-site and on-route charging. In addition, we plan and design hydrogen refueling stations. Coordinating with public utility companies brings our clients the services needed to implement their zero-emission fleet refueling and charging requirements.

ADDITIONAL RELEVANT PROJECTS

- Roaring Fork Transportation Authority (RFTA) ZEB Transition Plan, Fork Valley, CO
- Santa Barbara MTD Facility Master Plan & Zero-Emission Bus Study, Santa Barbara, CA
- Anaheim Transportation Network ZEB Route Analysis and Charging Infrastructure Plan, Anaheim, CA
- Santa Monica Big Blue Bus Charging Infrastructure Project, Santa Monica, CA
- Orange County Transportation Authority Zero-Emission Bus Rollout Plan On-Call Services, Orange, CA
- Golden Gate Transit ZEB Rollout Plan and Analysis Services, San Francisco, CA
- City Of Elk Grove Zero Emission Fleet Transition Plan, Elk Grove, CA
- El Dorado County Zero Emission Bus Fleet Conversion Plan, El Dorado County, CA
- Tri-Delta Transit Electric Bus Demonstration Project, Antioch, CA
- samTrans Electrical Infrastructure Upgrades for Two Bus Maintenance Facilities, San Mateo, CA
- Ventura County Transportation Commission Zero Emission Bus Fleet Rollout Plan, Ventura, CA
- Napa Valley Transit Authority Operations & Maintenance Facility & Electric Bus Infrastructure, Napa, CA
- Fresno Area Express Facility Modifications for Battery Electric Buses, Fresno, CA
- San Luis Obispo RTA Maintenance Facility, San Luis Obispo, CA
- Tuolumne County Transit Agency Zero Emission Bus Rollout Plan, Sonora, CA
- Calaveras Transit Agency ZEB Rollout Plan & Analysis, Calaveras County, CA
- Ben Franklin Transit Fleet Conversion to Zero Emissions Study, Richland, WA
- Gold Coast Transit District ZEB Rollout Plan, Oxnard, CA
- StanRTA Zero Emission Bus Rollout and Facilities Plan, Modesto, CA
- TriMet Zero-Emission Bus Projects, Portland, OR



CARTA BEB Master Plan



2. Proposed Scope of Work

INTRODUCTION

Pueblo Transit is preparing to revolutionize its public transportation system to be powered entirely by renewable energy sources by 2035. The residents that Pueblo Transit serves prioritize minimizing tailpipe emissions, increasing quiet streets, and lowering fuel costs. The agency has support to pursue federal funding for zero-emission bus (ZEB) procurement but first needs to produce a Federal Transit Administration (FTA) Zero-Emission Fleet Transition Plan to be eligible for federal grants such as the Low or No Emission Grant Program (5339(c)) and the Buses and Bus Facilities Competitive Grant Program (49 U.S.C. 5339(b)).

Stantec presents the following scope of work to analyze Pueblo Transit's existing conditions, modeling its energy and power needs for ZEB operation, and designing a fleet phasing plan that optimizes its transition to a ZEB fleet on a realistic timeframe. This plan will account for infrastructure needs, public utility coordination, and cost estimates. The final deliverable will be a Zero-Emission Fleet Transition Plan that meets FTA requirements and a ZE Infrastructure Implementation Plan that can support a full transition to clean technologies.

TASK 1 – KICK-OFF, DATA REQUEST, AND PROJECT MANAGEMENT

Upon receiving the Notice to Proceed, we will schedule a project kickoff meeting and prepare an agenda for discussion. The kickoff meeting will refine the project scope, schedule, budget and cost tracking, QA/QC procedures, and major deliverables. Stantec will also prepare a data request to bring to the kick-off meeting for discussion. Our schedule assumes all data requests are fulfilled within six weeks. Stantec will provide monthly project summaries along with invoices. Monthly, 30-minute project meetings will be scheduled with agency staff to touch base on the project. These may coincide with the current facility design meeting schedule. Other project meetings throughout the course of the project will be scheduled as needed.

Deliverables:

- Kickoff meeting materials and data request
- Progress Reports delivered at monthly meetings

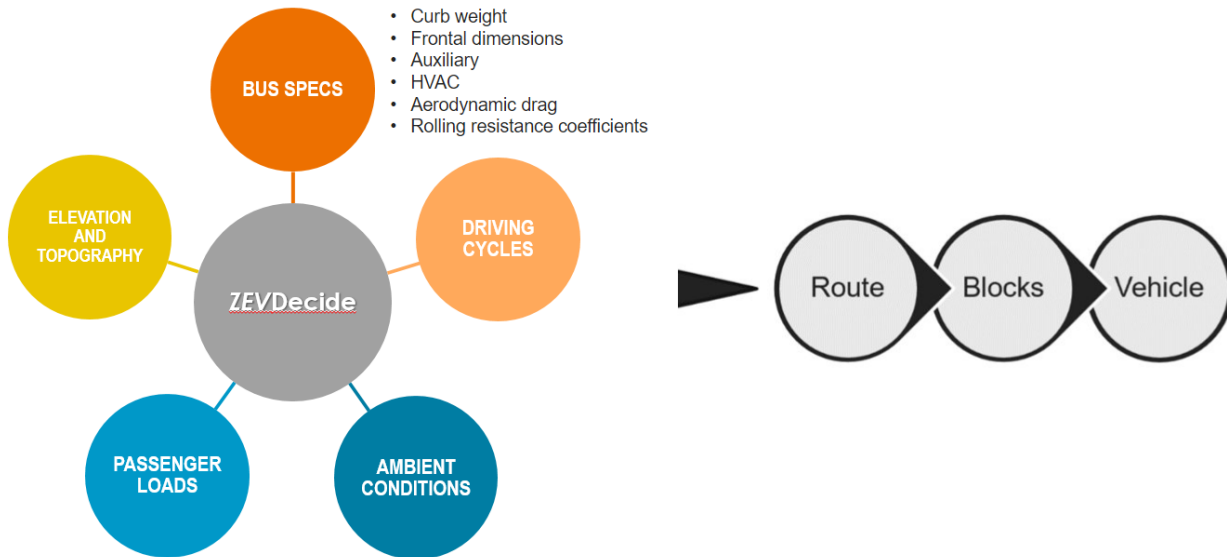
TASK 2 – ANALYSIS AND ZEB FLEET PHASING PLAN

Stantec will assess Pueblo Transit's existing conditions at a high-level to understand its current resources and future needs. This will include an assessment of the existing quantity and age of buses and their respective duty cycles. One site visit to the project facilities will be scheduled, if required.

Stantec will conduct a technology analysis that will include research on ZEB OEMs, charging infrastructure, hydrogen equipment, and related maintenance facility upgrades needed in the rollout of a ZEB fleet. Additionally, Stantec will conduct vehicle performance modeling to understand the specific requirements of the transit fleet under different technology scenarios, battery or hydrogen bus fleets.

Vehicle Performance Modeling

Stantec will use its proprietary modeling tool called ZEVDcide to model the predictive energy requirements of a ZEV fleet based on representative operational and ambient conditions. The full ZEVDcide modeling process consists of several steps: route modeling, vehicle performance modeling, and determining fleet operations requirements.



To understand route-level operations, ZEVDcide models the mechanical energy demand of ZEVs based on representative driving cycles. Stantec will evaluate Pueblo Transit’s route topography and elevation, average speed of route, route length, traffic level, and number of stops to identify a series of driving cycles that can accurately represent Pueblo’s fleet operations.

Once the driving cycles have been determined, the next step is to conduct vehicle performance modeling. ZEVDcide considers different vehicle specifications including:

- Curb weight and frontal area
- HVAC and auxiliary components
- Passenger load
- Heating and cooling loads
- Mechanical power needed for acceleration
- Battery chemistry

The vehicle specifications are paired with the acceleration profile from the representative driving cycle to predict the energy efficiency and fuel economy specific to each route. The powertrain power profile is then modeled into fuel economy while considering passenger load, heating and cooling loads, and general mechanical power needed for vehicle acceleration.

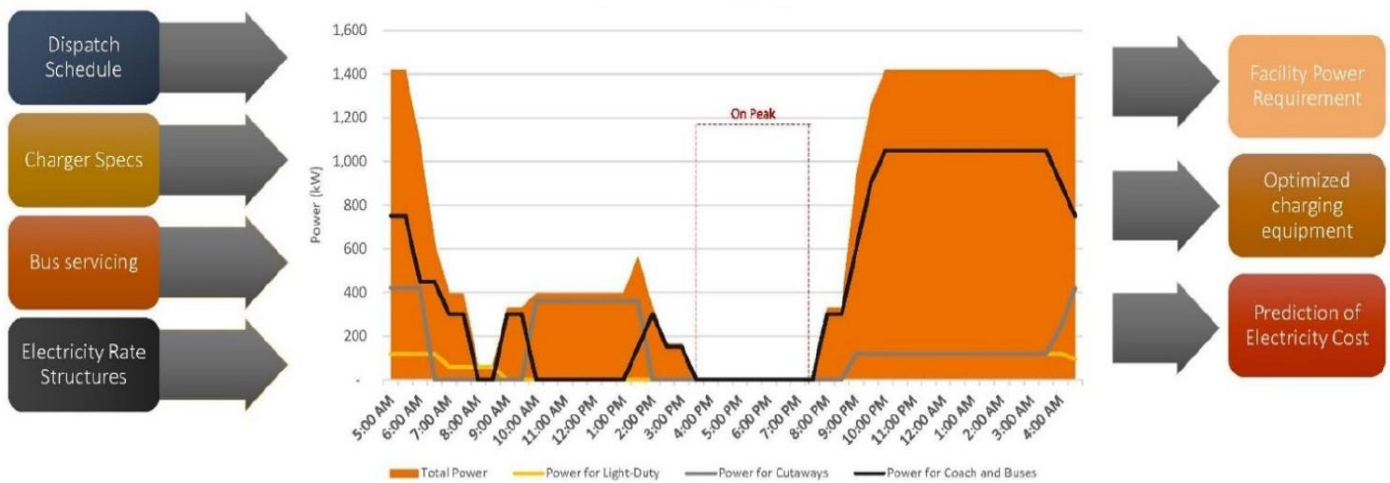
The fuel efficiency identified by the vehicle power modeling will then be used to determine the fleet’s operations requirements. For fixed-route service, the fuel efficiency is combined with the route mileage and block configuration to calculate the energy requirements at the block level, as well as the battery state of charge (SOC) or hydrogen fuel levels at the end of each service day.

Charging/Fueling Profile and Depot Emulation

Next, Stantec will develop charging profiles and/or fueling configurations based on the preferred fleet concept. If the preferred fleet concept consists of BE vehicles, Stantec will use the fleet’s energy demand and Pueblo Transit’s dispatch schedules to estimate the ideal number of chargers, charger capacity, and power demand. Stantec will then generate a charging profile that defines charging times and number of connected chargers to mitigate power demand during high-energy rate hours.

Then space considerations such as parking location, charging dynamic, connection sequence, the movement of vehicles through the yards, and utility connection will determine the parking, charging, and connection configurations best suited to Pueblo Transit’s fleet and facilities.

Lastly, Stantec will coordinate with the local power utility to obtain relevant current and historical utility rates. These rate structures will be used to model utility rates and project the future cost of electricity. The figure is an example of charging optimization. Here, minimal charging during peak hours helps mitigate the cost of electricity while charging at off-peaks is maximized to avoid excessive power peaks that would result in costly grid connection upgrades.

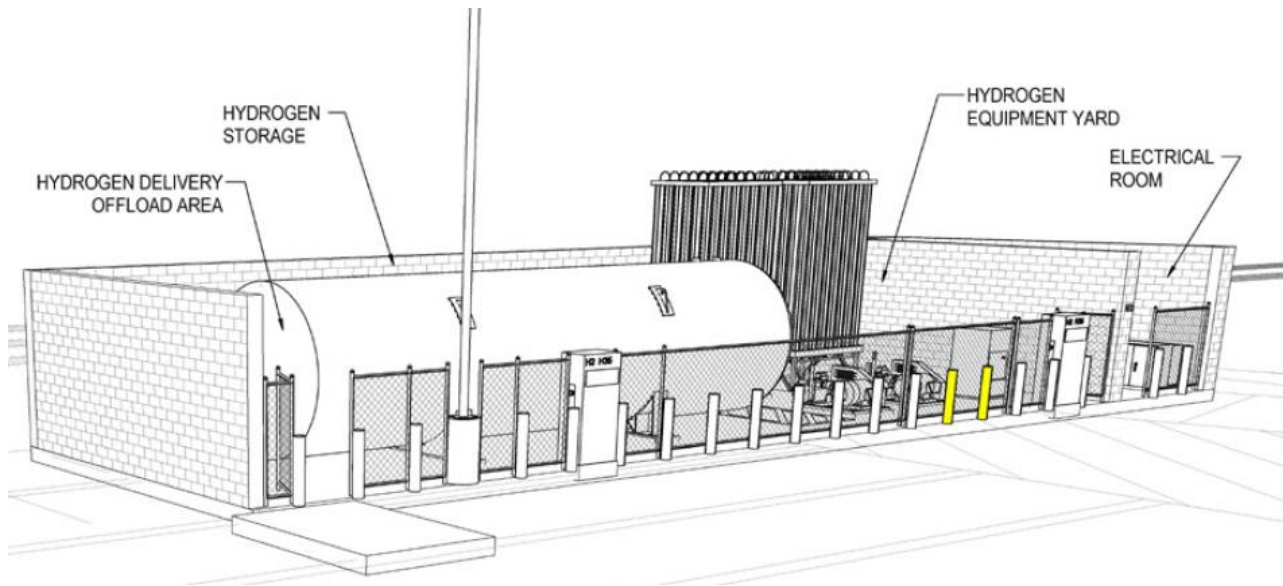


Example of a charging profile for an electric bus fleet

If the preferred fleet concept consists of hydrogen FCE vehicles, the modeling results will be combined with the operational considerations to finalize the fueling station configurations. This will include:

- The number of needed dispensers
- Required flow rate of compressors to ensure service for the entire fleet during the available refueling window
- Size of hydrogen storage and station capacity
- Required grid connection upgrades
- Footprint for the station

The final design of any station will be directly related to the hydrogen consumption at the vehicle level and the available refueling window of the fleet.



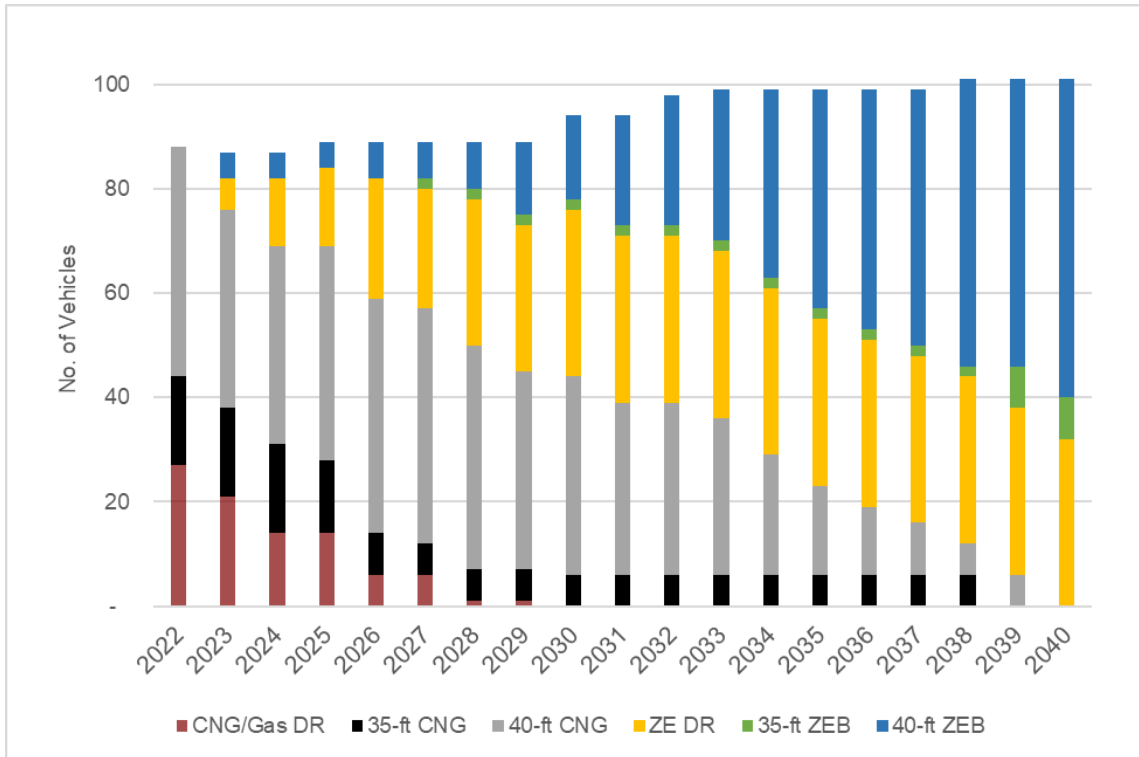
Fleet Concept and Phasing Plan

After the modeling is complete, Stantec will use a multi-criteria evaluation approach to derive up to two potential fleet concepts. The criteria are qualitative and include (but are not limited to):

- Scheduling and planning
- Operations and dispatching
- Training and agency-wide adoption
- Technology availability/OEMs/procurement
- Service area-specific considerations
- Total cost of ownership
- Overall fit for Pueblo Transit

Stantec will work collaboratively with Pueblo Transit to determine the fleet concept that meets all operational goals. Stantec will make a formal technology and fleet concept (including fleet specifications) recommendation based on the modeling results, multi-criteria evaluation, and conversations with Pueblo Transit.

Once the preferred fleet concept has been identified, Stantec will develop a fleet phasing plan for the ZEV fleet transition. It is critical to have a clear fleet phasing plan to understand the timing of vehicle procurement, infrastructure installation, and necessary funding. The phasing strategy will detail a fleet procurement schedule with a year-to-year fleet composition.



Example of a fleet procurement plan for a ZEV Transition

In conclusion, the main objectives of this task are to 1) assess which technology and fleet configuration is the best fit for Pueblo Transit and 2) create a timeline of implementation. All these decisions will be made in close coordination with the Pueblo Transit staff and key identified stakeholders. The decisions and guidance from this task will lay the foundation and key components to demonstrate a long-term fleet management plan, which is the first element of the Low-No Zero Emission Fleet Transition Plan as required by the FTA funding program. Knowing what type of zero-emission vehicles, how many, and when the buses need to be added to the fleet will also help inform how Pueblo Transit intends to use the current application and future acquisitions.

Deliverables:

- Modeling Presentation
- Zero-Emission Fleet Concept and Phasing Recommendation Memo

TASK 3 – FACILITIES AND FINANCIAL ASSESSMENT

3.1 ZEV FACILITIES ASSESSMENT

With a preferred fleet concept, Stantec’s next task involves developing an infrastructure needs and opportunities assessment that will detail what Pueblo must do as it moves towards a ZEB future. This includes leveraging the facilities site visit, and the results of the modeling to inform the infrastructure sizing and determining any necessary equipment options.

This task will include an analysis of:

- Electrical infrastructure needs
- Analysis of Yard Layout and Charger Location
- Analysis of Yard Layout with Hydrogen Requirements

Analysis of Electrical Infrastructure Needs

The primary concern planning the infrastructure required to support a BEB fleet is the electrical capacity to charge the buses efficiently and effectively. Our experience with other transit agencies that have implemented successful fleet conversion programs has demonstrated that there are several factors that must be considered when developing a conversion plan, including early involvement of the local utility company and a strategic phasing plan.

Since the BEB fleet conversion will be phased in, the infrastructure design needs to be able to grow incrementally without impacting daily operations. Vehicle and charger technology are changing rapidly, and improved systems are coming to market continuously. The infrastructure also needs to be able to have the flexibility to accommodate and take advantage of new, higher capacity and more capable BEB systems that will be available as the fleet transition is implemented. The Stantec team will evaluate yard and fleet operations and incorporate that information into the overall infrastructure plan. Activities that will be performed under the Electrical Infrastructure Analysis include:

- Forecasting the electrical charging needs based on the modeling while anticipating the growth or changes required when deploying an all-electric fleet
- If hydrogen FCEBs are the final recommendation for the fleet, then the modeling will provide the power requirements to operate the refueling station as the necessary grid connection upgrade
- Consideration of grid connection upgrades to the future infrastructure site
- Evaluation of the existing depot electrical and operations infrastructure to project necessary upgrades to support the new fleet and future electrical demand from all activities managed by Pueblo
- Coordination with the local electric utility to identify system capacities, when such capacity will be surpassed, and to confirm their ability to meet the projected energy demands
- Preparation of a comprehensive infrastructure plan throughout the fleet transition period that identifies the required infrastructure upgrades, both internal to the Pueblo facility and on a distribution system (e.g., on-site transformer and conduit needs), and provide a phasing plan that will result in an infrastructure that can fully support the evolving fleet
- Developing a preliminary architectural and engineering design of the on-site electrical infrastructure upgrades required to support the BEB fleet at the garage. The design will include initial equipment and power distribution system sizing, layouts, and inform order of magnitude cost estimates.

Analysis of Yard Layout and Charger Location

Introducing electric charging for buses at any given transit facility will increase the complexity of the current circulation and parking situation. ZEBs will be implemented over time, requiring infrastructure for the current conventional vehicles, while introducing the recharging/refueling equipment and related maintenance and servicing issues, which are different than for fossil fuel vehicles.

This section will modify, as needed, the existing master plan to ensure configurations, layouts, and the impacts on the operational flow during the transition and after full implementation meets fleet demands. The deliverable, a conceptual site layout, will consider charger physical specifications (i.e., potential size), as well as proposed vehicle flow that considers the new areas for the charger cabinets, charger dispensers, and any additional electrical infrastructure to operate the chargers.

Analysis of Yard Layout with Hydrogen Requirements

If hydrogen FCEBs are the preferred fleet alternative, the fleet's hydrogen demand is then combined with operational considerations—such as time window for refueling buses and available footprint—to estimate 1) max capacity of the hydrogen station in kg per day, 2) hydrogen-storage capacity, 3) number of dispensers, 4)

power requirement of the station, and 5) overall equipment specifications (e.g., flow rate of dispensers, capacity of the compressors, etc.). The deliverable will be the hydrogen station footprint, as well as a layout concept with a proposed vehicle flow that considers the new hydrogen refueling area.

3.2 ZEV FINANCIAL MODELING

Status quo cost projections are important as they allow us to contrast and compare the difference between the current fiscal reality of base case conditions, and your ZEB future which is likely to incur additional costs. There may be “sticker shock” for policy and decision makers during this transition. Conveying that messaging will be important.

Stantec’s analysis will reveal what Pueblo’s costs would be if the current propulsion type remains in place until 2045 –a status quo (or base case) scenario assuming fleet growth and service hours remain consistent. Our status quo cost projections will include the current cost of fleet operations including maintenance, fueling, bus replacement frequency and other relevant factors such as major midlife/overhaul costs, etc. Next, Stantec will apply a discount rate to future cash flows to ensure all costs are presented in 2025 dollars. With the information and cost estimation data from the Needs and Opportunities assessment, Stantec will compile all the costs related to owning and operating a ZEB fleet (again, assuming service levels stay consistent), taking into account the transition period where a combination of ZEB and fossil fuel vehicles will be in operation. This analysis will also be used to refine the implementation plan and all the requirements of the plan, including most crucially, the quantity of each type of bus in each fiscal year. The main cost categories to be considered include:

- Vehicle procurement cost, including projects of vehicle prices over the next 20 years following the proposed phasing schedule from Task 2
- High level capital cost estimates of EV or hydrogen infrastructure implementation and acquisition as well as related upgrades to maintenance bays (e.g., ventilation, hydrogen detection, etc.), which will be coordinated with any cost estimation exercise as part of the ongoing efforts to relocate the Pueblo Transit Facility
- Cost of fuel (diesel, gasoline, electricity, and/or hydrogen)
- Vehicle maintenance cost
- Mid-life vehicle refurbishment (if applicable)

Stantec will evaluate the yearly total cash flow assuming a twenty-year lifecycle from ZEB implementation and will compare it to the base case. It is in the comparison of ZEB implementation against the “business as usual” scenario that provides the most compelling quantitative analysis in support of the ZEB business case.

This financial modeling and facility assessment will help inform Element 2 (Current and Future Resources to Meet Transition) and Element 4 (Facility Evaluation and Needs for Technology Transition), respectively, of the FTA’s Zero-Emission Transition Plan.

Deliverables:

- Concept design for EV or Hydrogen infrastructure upgrades (limited to one concept-design for the selected fleet concept)
- ZEV Facilities Assessment Memo
- ZEV Financial Modeling Memo

TASK 4 – ZERO EMISSION TRANSITION PLAN

All findings, deliverables, and decisions made under Task 2 and Task 3 will help inform the final Pueblo Transit Zero Emission Transition Plan that will be structured to meet all six elements required by the FTA 5339 funding program under new IIJAA requirements.

Stantec will then compile all previously completed work using the following format:

Element	Description
1: Long-Term Fleet Plan and Application Request	Demonstrate a long-term fleet management plan with a strategy for how the applicant intends to use the current application and future acquisitions.
2: Current and Future Resources to Meet Transition	Address the availability of current and future resources to meet costs for the transition and implementation.
3: Policy and Legislative Impacts	Consider the policy and legislation impacting relevant technologies.
4: Facility Evaluation and Needs for Technology Transition	Evaluate the existing and future facilities and their relationship to the technology transition.
5: Utility Partnership	Describe the partnership of the applicant with the utility or alternative fuel provider.
6: Workforce Training and Transition	Examine the impact of the transition on the applicant's current workforce by identifying skill gaps, training needs, and retraining needs of the exiting workers of the applicant to operate and maintain ZEBs and related infrastructure and avoid displacement of the existing workforce.

Upon submission of the Draft Plan, Pueblo stakeholders will have two weeks to review and submit consolidated comments. Revisions will be limited to two rounds based on consolidated versions of comments from Pueblo.

Deliverables:

- Workshop to identify Workforce Training and Transition Strategies
- Draft ZEB Transition Plan
- Final ZEB Transition Plan
- Presentation to Transportation Board (if required)

Attachment B

Fee Schedule

Excerpt from Consultant Submittal to the City dated April 28, 2025,
Summary Letter Page 3 and Proposal Page 16

Reference: Addition of Zero Emission Vehicle (ZEV) Transition Study to the Update of 2019 Pueblo Transit Relocation Study with Costs, Hydrogen Fuel Cell and Electric Buses & Equity Study

Fee

Stantec is proposing an additional **lump sum labor fee of \$101,944, an estimated expense fee of \$3,000, for a total proposed fee of \$104,944** to complete the ZEV Transition Study scope/tasks noted above. Total combined fee for existing and new contracted work is **\$178,340**. Expenses are as incurred.

Master Plan Update Fee (Current Contract)

Labor Total:	\$76,396
Expense Total:	\$ 1,130
Total:	\$77,526

ZEV Transition Plan Fee (Amendment No. 1)

Labor Total:	\$101,944
Expense Total:	\$ 3,000
Total:	\$104,944

Total Combined Fee

Labor Total:	\$101,944
Expense Total:	\$ 4,130
Combined Total:	\$178,340



Cost Estimate

	PM	PIC	DPM	ZEV Analyst	ZAV Analyst	Modeler	Fueling Systems Expert	Electrical/Facilities Expert	CAD	Travel (per trip)	ZEVDecide		
Name	Castillo, Analy	Flager, Jonathan	Garrett, Jonathan	Watts, Kelly	Bath, Kira	Carey, Mariya	Guthrie, Reb	Peckover, Mark	Chavez, Nora	Expenses	Modeling Software		
Project Billing Rate	\$274.00	\$204.00	\$195.00	\$176.00	\$139.00	\$214.00	\$274.00	\$274.00	\$158.00	\$500.00	\$1,500.00		
Total Units	56.00	19.00	71.00	130.00	162.00	28.00	38.00	28.00	28.00	3.00	1.00		

No.	Task Name												Hours	Total
1	Project Management, Kick-Off, Data	24	15	31									70	\$ 15,681.00
2	Analysis and ZEB Fleet Phasing Plan	8		16	50	53	20			2	1		147	\$ 28,259.00
3	Facilities and Financial Assessment												159	\$ 31,254.00
3.1	ZEV Facilities Assessment	10	5	4	10	12		15	20	15				
3.2	ZEV Financial Modeling	4		4	30	30								
4	ZE Transition Plan	10	10	16	40	50	8	8	8	8	1		158	\$ 29,750.00
Total:												534	\$ 104,944.00	

	Hours	Labour	Expense	Total
Total	534.00	\$101,944.00	\$3,000.00	\$104,944.00

Attachment C

Work Schedule

Excerpt from Consultant Submittal to the City dated April 28, 2025,
Summary Letter Page 2 and Proposal Page 17

Reference: Addition of Zero Emission Vehicle (ZEV) Transition Study to the Update of 2019 Pueblo Transit Relocation Study with Costs, Hydrogen Fuel Cell and Electric Buses & Equity Study

TIMELINE

Stantec and the design team assumes approximately **44 weeks** to coordinate, complete documentation and deliver the identified scope. Proposed timeline assumes receipt of timely decisions and information needed from Pueblo Transit. The assumed performance period can start as early as **May 2025** resulting in a finish dated of **February 2026**. The schedule is based on previous project durations to complete the work, however alternative durations may be possible.

Master Plan Update Schedule

- Contracting – 1 to 2 Week(s)
- Kick off Meeting – 1 Day(s)
- Space Needs Program & Master Plan Review & Update – 1 Week(s)
- Hydrogen Fuel Cell & Battery Electric Bus Design – 6 Week(s)
- Equity Analysis – 4 Week(s)
- Updated Pricing – 4 Week(s)
- Public Outreach – 6 Week(s)
- Final Deliverables – 4 Week(s)

ZEV Transition Study Schedule

- Kick off Meeting – 1 Day(s)
- Analysis and ZEB Fleet Phasing Plan – 18 Week(s)
- Facilities and Financial Assessment – 16 Week(s)
- ZEV Transition Plan – 9 Week(s)

Task	Weeks	Apr-25				May-25				Jun-25				Jul-25				Aug-25				Sep-25				Oct-25				Nov-25				Dec-25				Jan-26				Feb-26									
		1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4								
Master Plan Update																																																			
Contracting	2																																																		
Program & Master Plan Review	1																																																		
Project Kick-off	1																																																		
Hydrogen Fuel Cell Design Development	6																																																		
EV Design Development	6																																																		
Title VI - Equity Analysis	4																																																		
Cost Estimating & Review	4																																																		
Public Outreach Meeting & Documentation	6																																																		
Final Report & Review	4																																																		
ZEV Planning																																																			
Kick-off Call																																																			
Analysis and ZEB Fleet Phasing Plan																																																			
Data Request	4																																																		
ZEB Modeling	9																																																		
Phasing Plan	5																																																		
Facilities and Financial Assessment																																																			
ZEV Facilities Assessment	9																																																		
ZEV Financial Modeling	7																																																		
ZEV Transition Plan																																																			
Draft ZEV Transition Plan	6																																																		
Final ZEV Transition Plan	3																																																		
Total Design	44																																																		

*X = Checkin Dates

Design with community in mind



Project Schedule

Task	Task Name	May-25				Jun-25				Jul-25				Aug-25				Sep-25				Oct-25				Nov-25				Dec-25				Jan-26				
		9-May	16-May	23-May	30-May	6-Jun	13-Jun	20-Jun	27-Jun	4-Jul	11-Jul	18-Jul	25-Jul	1-Aug	8-Aug	15-Aug	22-Aug	29-Aug	5-Sep	12-Sep	19-Sep	26-Sep	3-Oct	10-Oct	17-Oct	24-Oct	31-Oct	7-Nov	14-Nov	21-Nov	28-Nov	5-Dec	12-Dec	19-Dec	26-Dec	2-Jan	9-Jan	16-Jan
1	Project Management and Reporting	[Yellow bar spanning all dates]																																				
1.1	Kick-off Call	[Yellow bar from 9-May to 16-May]																																				
1.2	On-going project management	[Yellow bar from 16-May to 30-Jan]																																				
2	Analysis and ZEB Fleet Phasing Plan	[Yellow bar from 16-May to 26-Sep]																																				
2.1	Data Request	[Yellow bar from 16-May to 30-May]																																				
2.2	ZEB Modeling	[Yellow bar from 13-Jun to 15-Aug]																																				
2.2	Phasing Plan	[Yellow bar from 20-Jun to 19-Sep]																																				
3	Facilities and Financial Assessment	[Yellow bar from 20-Jun to 28-Nov]																																				
3.1	ZEV Facilities Assessment	[Yellow bar from 1-Aug to 10-Oct]																																				
3.2	ZEV Financial Modeling	[Yellow bar from 26-Sep to 21-Nov]																																				
4	ZE Transition Plan	[Yellow bar from 28-Nov to 23-Jan]																																				
4.1	Draft ZEV Transition Plan	[Yellow bar from 28-Nov to 19-Dec]																																				
4.2	Final ZEV Transition Plan	[Yellow bar from 23-Jan to 30-Jan]																																				

Attachment D

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant Submittal to the City dated April 28, 2025,
Proposal Pages 20 - 23



Analy Castillo, Ph.D.

Project Manager Stantec

EDUCATION

Ph.D. Environmental Engineering,
University of California

Master of Science, Environmental
Engineering, University of California
Irvine

Bachelor of Science, Chemical
Engineering, Rafael Landivar
University, Guatemala

YEARS EXPERIENCE

5 years with Stantec

11 years total

Transitioning to 100% ZEBs is an unprecedented challenge for transit agencies. For over a decade, Analy has brought hydrogen fuel cell and battery-powered buses to city streets. Driven to improve air quality, Analy became passionate about environmental sustainability as uncontrolled growth in the cities of her native country, Guatemala, turned blue skies to gray. After moving to California, Analy found like-minded colleagues in UC Irvine’s Advanced Power & Energy PhD Program where her ZEB research included the first hydrogen fuel cell pilot programs in Orange County. Her research and publications have influenced policymakers and ZEB regulations. A model she developed for her thesis optimizing ZEB phasing is now being used by our transit team. This model, ZEBDecide, helps transit agencies determine their unique mix of battery and hydrogen fuel cell buses based on the terrain, routes, and infrastructure. As a consultant, her expertise in the systems, operations, and planning impacts related to ZEBs makes her invaluable to clients.

PROJECT EXPERIENCE

GOLD COAST TRANSIT DISTRICT ZEB ROLLOUT PLAN AND ANALYSIS, OXNARD, CA

(Predictive Energy Modeling) // Our team is currently exploring potential hydrogen solutions and infrastructure and designs that will not only meet GCTD’s needs, but potentially also serve regional transit partners (like VCTC), Port Hueneme, and personal vehicles. Exploring these approaches could help reduce costs by recouping investments through user fees and other funds.

SANTA BARBARA MTD BEB ANALYSIS AND PLANNING, SANTA BARBARA, CA

(Predictive Energy Modeling) // Analy led the predictive energy modeling for the BEB conversion of over 100 buses in Santa Barbara. Additionally, Analy created the power requirements for their existing facility and for a new location that will only house electric buses.

RIVERSIDE TRANSIT AGENCY ZEB ANALYSIS AND ROLLOUT PLAN, CA

(Predictive Energy Modeling) // Analy developed all-encompassing ZEB rollout plan for a fleet of 224 buses. Plan includes facilities requirements review, routing review, establishing power requirement needs, determining the optimal mix of battery electric versus hydrogen fuel cell electric buses, undertaking financial analysis and providing an implementation plan that transitions the agency to full ZEB by 2030.

ORANGE COUNTY TRANSPORTATION AUTHORITY ZEB ROLLOUT PLAN, CA

(Predictive Energy Modeling) // Analy developed all-encompassing ZEB rollout plan for a fleet of 550 buses. Plan includes facilities review, routing review, developed power requirements, determining the optimal mix of battery electric versus hydrogen fuel cell electric buses, undertaking financial analysis and providing an implementation plan.

ANAHEIM TRANSPORTATION NETWORK ROUTE BY ROUTE POWER MODELING SERVICES, CA

(Predictive Energy Modeling) // Established power and charging requirements for a 100-battery electric bus operation that serves Disneyland and associated resort support areas.

CITY OF ELK GROVE ZERO EMISSION BUS FLEET TRANSITION PLAN, CA

(Predictive Energy Modeling) // Analy developed all encompassing ZEB rollout plan and establishing power and charging requirements for a 62-bus fleet.

GOLDEN GATE TRANSIT ZEB ROLLOUT PLAN & ANALYSIS SERVICES, CA

(Predictive Energy Modeling Lead) // The project included in-depth analysis of the District’s four facilities and existing routes to determine the optimal fleet composition of battery electric buses and/or hydrogen fuel cell electric buses for the community. Stantec conducted a survey of all ZEB alternatives currently in the marketplace, assisting with resiliency planning, and help identify technology options for maximizing the use of renewable energy.

EL DORADO COUNTY TRANSIT ZERO EMISSION BUS ROLLOUT PLAN, EL DORADO COUNTY, CA

(Predictive Energy Modeling) // Analy assisted the County of El Dorado create its ZEB Rollout Plan and strategy for transitioning its diverse body of bus transit services to zero-emission technologies.

CALAVERAS COUNTY ZEB ANALYSIS, CALAVERAS COUNTY, CA

(Predictive Energy Modeling) // Analy is developing a ZEB analysis and rollout plan for Calaveras County Transit (Calaveras Connect).

TUOLUMNE COUNTY, CALAVERAS COUNTY, CA

(Predictive Energy Modeling) // Analy is developing a ZEB Rollout Plan.

SANTA MONICA BIG BLUE BUS CHARGING INFRASTRUCTURE PROJECT, SANTA MONICA, CA

(Predictive Energy Modeling) // Analy developed electric charging infrastructure strategy and recommending facility modifications for transition to 100% ZEB by 2030 for a fleet of 125 buses.

BEN FRANKLIN TRANSIT FLEET CONVERSION TO ZERO EMISSIONS STUDY, RICHLAND, WA

(Predictive Energy Modeling) // Analy is providing analysis concerning BFT's conversion of its fixed-route bus fleet to zero-emission bus technologies. This analysis will identify, on a lifecycle basis, the economic costs, performance issues, risks, and recommended timeline associated with the transition to a zero-emission transit bus fleet. The results of this analysis will inform BFT decision-making in the areas of policy, procurement and technology.

CIB ZEB INITIATIVE AND BUSINESS CASE, TORONTO, ON

(Predictive Energy Modeling) // Stantec was retained by the Canada Infrastructure Bank (CIB) as technical advisors to provide support services as part of the CIB's ZEB financing initiative. The CIB is looking to provide flexible financing options to various ZEB actors to accelerate ZEB adoption within the public transit and school transportation industries in Canada.

BCAG/BRT ZEB ROLLOUT PLAN, BUTTE COUNTY, CA

(Predictive Energy Modeling) // Analy led the design and site planning for the adoption of ZEBs as part of BCAG's ZEB rollout plan.

ANN ARBOR AREA TRANSIT BUS PROPULSION STUDY, ANN ARBOR, MI

(Predictive Energy Modeling) // Analy performed an impartial review of bus propulsion technologies to provide AAATA an assessment of the state of maturity of ZEB technologies and what it could take to transition AAATA's current fossil fuel bus fleet to a ZEB fleet.

CARTA ELECTRIC BUS MASTER PLAN, CHARLESTON, SC

(Predictive Energy Modeling Lead) // Stantec is developing an electric bus strategy together with an operating plan for the realignment of bus routes at a new future bus terminal in Charleston. Analy is providing her expertise in predictive energy modeling to ensure the successful deployment of 20 BEBs which will be arriving in fall 2021 made up of Proterra and New Flyer buses, as well as the predictive modeling of the entire system to reach 100% electrification of CARTA's fleet by 2040.

ADVANCED POWER AND ENERGY PROGRAM (APEP), UNIVERSITY OF CALIFORNIA, IRVINE

(Predictive Energy Modeling) // Analy created an analysis tool for transit agencies to find optimal technology-mix in their bus fleet. This tool performs life cycle assessment of hydrogen fuel cell, hybrid, and battery electric buses. She deployed the first fuel cell bus at the UCI campus as part of a pilot project to test the technology. She executed pilot project of bringing twenty battery electric buses to UCI by engaging with interdisciplinary groups.

PAUL SCHERRER INSTITUTE (PSI), FEDERAL INSTITUTE OF TECHNOLOGY (ETHZ), ZÜRICH

(Predictive Energy Modeling) // Analy developed a model to quantify lifecycle environmental impacts of various Zero-Emission bus technologies and their fuel supply chain configurations. She updated lifecycle inventories of Zero-Emission drivetrain components and of energy generation portfolio for European countries



Kelly Watts

ZEV Modeling Specialist

EDUCATION

Master of Art, East Asian Languages, University of Hawaii

Bachelor of Art, Environmental Studies, Northern Arizona University

YEARS EXPERIENCE

3 years with Stantec
4 years total

Kelly is experienced in working with people from diverse backgrounds and skilled in aligning the priorities of cross functional groups to accomplish project goals. She possess knowledge of principles, methods, and practices of project and asset management for various disciplines, including water, wastewater, stormwater, and electric. Additionally, Kelly is adept at advancing complex project initiatives through effective communication, successful prioritization of multiple assignments, adapting to changing priorities, and analytical problem solving.

PROJECT EXPERIENCE

GOLD COAST TRANSIT ZERO EMISSION BUS ANALYSIS | GOLD COAST TRANSIT, OXNARD, CA

(Analyst) // The Gold Coast Transit District is the largest public transit service provider in Ventura County, having provided over 3.6 million trips in 2019 with a fleet of 64 fixed route vehicles. To comply with the California Air Resources Board (CARB) Innovative Clean Transit (ICT) mandate, Gold Coast retained Stantec to develop a comprehensive zero-emission bus rollout and implementation plan. Kelly assisted in the research and development of the final plan

ANN ARBOR TRANSIT BUS PROPULSION STUDY, ANN ARBOR, MD

(Technical Writer) // Impartial review of bus propulsion technologies to provide AAATA an assessment of the state of maturity of ZEB technologies and what it could take to transition AAATA’s current fossil fuel bus fleet to a ZEB fleet. Kelly served as a technical writer to ensure the deliverable was clear and succinct.

CENTRAL COAST ZERO EMISSION VEHICLE STUDY, SANTA BARBARA, CA

(Analyst) // Santa Barbara County Association of Governments (SBCAG) is developing a Central Coast Zero Emission Vehicle Strategy. The strategy will become a resource to accelerate the adoption of zero-emission vehicles, such as electric and hydrogen fuel cell vehicles. The CCZEVS will identify gaps and opportunities to implement ZEV infrastructure along California’s Central Coast, including on or near the State Highway System, major freight corridors, and transit hubs. Stantec is examining regional bus services in the study area to assess current electrification and charging infrastructure status and identify future electrification needs. Kelly is leading the project, including conducting analysis, developing the report, and facilitating communication.

CITY AND COUNTY OF HONOLULU, TRANSIT COMPREHENSIVE OPERATIONS ANALYSIS (COA), HONOLULU, HI

(Project Coordinator) // Kelly serves as the Project Coordinator for this multi-year \$10 million COA project that is holistically studying movements and markets to design an improved bus service that more effectively competes with private vehicles to grow ridership, while integrating with the phased opening of Honolulu’s Rail Transit Project. The wide range of work under this contract includes network design strategies to reimagine TheBus service and modifying behavior with parking pricing strategies as well as supporting RAISE grants and developing Zero Emission Bus Transition Plans.



Ian Lowell, MPL

Transit Analyst | Stantec

EDUCATION

BSc, Planning Public Policy and Management, University of Oregon

YEARS EXPERIENCE

2 years with Stantec
3 years total

Ian values sustainable transportation solutions of all sized communities. His background in active transportation pairs with transit planning for multimodal network solutions. In addition to expanding capture of bicycle and pedestrian data, Ian’s work with Park City Municipal engaged community members in active transportation. He brings a passion for community, natural spaces, and culturally conscience placemaking within the built environment. Experience with electrified buses and bike share, Ian brings a holistic approach to zero-emission transportation with the goal of appropriate fit transition to meet community needs. The belief that every community-regardless of demographics or size- deserve sustainable means of transportation guides his work.

PROJECT EXPERIENCE

SACRAMENTO COUNTY SHORT RANGE TRANSIT AND ZERO EMISSION BUS PLAN, SACRAMENTO, CA

(Transit Analyst) // Stantec is developing both a short-range transit plan and CARB-compliant ZEB plan for Sacramento County DOT. This project will develop new service concepts that will influence and inform ZEB feasibility and vice versa. Ian is an analyst focused on ridership data and community engagement.

SANTA BARBARA MTD SHORT-RANGE TRANSIT PLAN, SANTA BARBARA, CA

(Transit Analyst) // Based on Stantec’s successful relationship with MTD, Stantec was retained to develop a 5-year short-range transit plan. Ian provides analysis and development support of a service plan and capital plan to help MTD recover from the COVID-19- induced loss in ridership. Key focuses include designing a frequent bus network, GTFS analysis and developing a microtransit concepts.

BEACH CITIES TRANSIT (BCT) TRANSIT SERVICES STUDY, REDONDO BEACH, CA

(Transit Analyst) // Preparing the South Bay for CARB-compliance, Stantec is planning with Beach Cities Transit for their transition to Zero Emission. Ian brings experience within the community to analyzing a right fit, community-oriented plan.

CHARLESTON AREA REGIONAL TRANSPORTATION AUTHORITY (CARTA) ZERO EMISSION BUS MASTER PLAN, CHARLESTON, SC

(Transit Analyst) // Stantec is developing a comprehensive roadmap for CARTA’s transition to a future 100% zero-emissions bus fleet. Ian is performing analysis of the current market and mobility conditions, visioning, and supporting other tasks including policy and land use analyses, and stakeholder outreach, among others.

BEN FRANKLIN TRANSIT (BFT) ANALYSIS OF FLEET CONVERSION TO ZERO EMISSION, RICHMOND, WA

(Transit Analyst) // Stantec is contracted with Ben Franklin Transit Agency to develop its ZEB Rollout Plan and analyze the unique challenges of transit in Benton and Franklin Counties. Supporting the analysis of a BEB implementation plan for spread out transit service through fleet modeling and policy analysis.

CENTER AREA TRANSPORTATION AUTHORITY (CATA) SYSTEM REIMAGINE STUDY / TRANSPORTATION DEVELOPMENT PLAN, STATE COLLEGE, PA

(Transit Analyst) // Reimagining the CATA system, Stantec will provide a roadmap for the future of transit in the Centre County region. Ian provides analysis support of the existing network and ridership across transit services to prepare CATA for post-COVID recovery

Attachment E

Federal Transit Administration (FTA) Requirements

FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

1. Definitions

- A. Use of the term “Contract” shall apply to all agreements, amendments, and contracts with the City of Pueblo.
- B. Use of the term “Contractor” shall also be applicable to any contractor and/or consultant in agreement or contract with the City of Pueblo.

2. Applicability

Applicable to all projects.

All contract clauses included in this Appendix shall be applicable to City of Pueblo (City) bids (whether informal or formal), projects, contracts, agreements, etc. that are funded in whole or in part with FTA funds. Additionally, all Contractors for City shall include this Appendix as an attachment to all subcontracts for subcontractors and subconsultants to be hired by the Contractor for the bid, project, contract, and/or agreement.

3. Access to Records and Reports

Applicable to all projects.

- A. Record Retention. The Contractor will retain complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other subconsultant agreements of any type, and supporting materials related to those records.
- B. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- D. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

4. Civil Rights and Equal Opportunity

Applicable to all projects.

The Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract and subconsultant agreement entered into as part thereof.

- A. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- D. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit

law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Employee Protections

Only Section A is applicable below; remaining sections have been removed because the project is not construction and does not employ construction workers, mechanics, and/or laborers.

- A. Contract Work Hours and Safety Standards for Awards Not Involving Construction. For all projects, the Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.
1. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
 2. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

6. Energy Conservation

Applicable to all projects.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Debarment, Suspension, Ineligibility and Voluntary Exclusion

Only applicable to contracts in excess of \$25,000.

Contractor shall complete Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification form (attached).

8. Lobbying Restrictions

Only applicable for contracts exceeding \$100,000.

Contractor shall complete Lobbying Restrictions Certification form (attached).

9. No Federal Government Obligation to Third Parties

Applicable to all projects.

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

10. Program Fraud and False or Fraudulent Statements or Related Acts

Applicable to all projects.

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I) on the Contractor, to the extent the Federal Government deems appropriate.

11. Recycled Products/Recovered Materials

Only if item exceeds \$10,000 (or total of all purchases previous year exceed \$10,000).

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

12. Safe Operation of Motor Vehicles

Applicable to all projects.

- A. **Seat Belt Use.** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased by the Contractor.
- B. **Distracted Driving.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

13. Seismic Safety

Only applicable to contracts for the construction of new buildings or additions to existing buildings.

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

14. Sensitive Security Information

Applicable to all projects.

Each Contractor, subconsultant, and subcontractor must take make every effort to protect "sensitive security information" made available during the administration of a contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

15. [Texting While Driving](#)

Applicable to all projects- also see Section regarding Safe Operation of Motor Vehicle above.

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages Contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.

16. [Federal Tax Liability and Recent Felony Convictions, Transactions Prohibited](#)

Applicable to all projects.

The Contractor agrees that Contractor, any subconsultants, and any subcontractors:

- A. Do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- B. Has not been convicted of the felony criminal violation under any Federal law within the preceding 24 months.

17. [Compliance](#)

Applicable to all projects.

The FTA may take enforcement action if the Contractor violates an applicable federal law, regulation, or requirement, or does not follow an applicable federal guidance.

18. [No Federal Government Commitment of Liability to Contractors](#)

Applicable to all projects.

- A. The Federal Government does not and shall not have any commitment or liability related to the funding agreement, to any Contractor, subconsultant, subcontractor, or to any other person or entity; and
- B. Notwithstanding that the Federal Government may have concurred in or approved any solicitation or any agreement that may affect the funding agreement, the Federal Government does not and shall not have any commitment or liability to any Contractor, subconsultant, subcontractor, or other entity or person that is not a party to the funding agreement.

19. Construction Site Safety

Only applicable to construction projects.

Contractor agrees to comply and comply with protections for construction employees involved in each project or related activities with federal assistance provided including:

- A. Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and
- B. U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR Part 1904; "Occupational Safety and Health Standards," 29 CFR Part 1910; and "Safety and Health Regulations for Construction," 29 CFR Part 1926.

20. Environmental Protections

Applicable to all projects.

- A. General. The Contractor will comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.
- B. National Environmental Policy Act. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Contractor agrees to:
 - 1. Comply and facilitate subcontractor compliance with federal laws, regulations, and requirements, including, but not limited to:
 - a. Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139;
 - b. The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. § 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 CFR Part 1500 – 1508;
 - c. Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622;
 - d. Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247); and
 - e. Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
 - 2. Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:

- a. Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decisionmaking in Environmental Reviews," January 14, 2013;
 - b. Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and
 - c. Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- C. Environmental Justice. The Contractor agrees to promote environmental justice by following:
- 1. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order;
 - 2. U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and
 - 3. The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- D. Other Environmental Federal Laws. The Contractor agrees to comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."
- E. Use of Certain Public Lands. The Contractor agrees to comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.
- F. Historic Preservation. The Contractor agrees to:
- 1. Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.

2. Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.
 3. Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501, et seq.
 4. Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 CFR Part 800.
 5. Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.
- G. Indian Sacred Sites. The Contractor agrees to and will facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771).

21. Alcohol Misuse and Prohibited Drug Use

Applicable to all projects.

- A. Requirements. The Contractor agrees to comply with:
 1. Federal transit laws, specifically 49 U.S.C. § 5331;
 2. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655; and
 3. Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.
- B. Remedies for Non-Compliance. The Contractor agrees that if FTA determines that the Contractor, receiving federal assistance under 49 U.S.C. chapter 53, is not in compliance with 49 CFR Part 655, the Federal Transit Administrator may bar that Contractor from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

22. Federal Changes

Applicable to all projects.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between Pueblo Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Additional Information for Amendment

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan – CONFIDENTIAL

On file at Purchasing Department for Funding Audit Requests Only

PERA Questionnaire

Insurance Certificate(s) **[REQUEST NEW CERTIFICATES FROM CONSULTANT]**

Attachment F

Colorado Department of Transportation (CDOT) Requirements (Including Non-Construction Federal Highway Administration (FHWA) Contract Clauses)

COLO. DEPT. OF TRANSPORTATION (CDOT) REQUIREMENTS

1. CDOT LOCAL AGENCY CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT REQUIREMENTS

The following requirements shall apply to FHWA-assisted contracts.

A. Definitions

1. B2GNow. Web based platform utilized by CDOT to track Civil Rights compliance (DBE/ESB participation) and prompt payment requirements on its contracts. The Consultant will use this platform to submit Utilization Plan(s), Subconsultant and Supplier/Vendor information on the Contract.
2. CDOT Civil Rights. The CDOT Civil Rights office that assist with the contract and prompt payment requirements on contracts. This can be in either the region or headquarters. Civil Rights and Business Resource Center (CRBRC). CDOT's Civil Rights office at Headquarters.
3. Commercially Useful Function (CUF). Responsibility for the execution of work by actually performing, managing, and supervising the work, as described in 49 CFR Part 26.
4. Commitment. A portion of the Contract designated by the Consultant for participation by DBE firms. The DBE firm(s) are included in the proposal team for participation to meet the Contract Goal. Commitments must identify the work to be performed by the DBE and include the percentage of the contract committed to each DBE firm. Commitments are measured at the end of the contract and are calculated by the actual payments to a DBE firm divided by the total payments made under the Contract.
5. Contract. Agreement between the Local Agency and the Consultant, whereby the Consultant will be compensated in exchange for providing Professional Services and ancillary services. For purposes of this document, the term "Contract" refers to an individual, executed Task Order for an On-Call Agreement or a Master Contract (overarching agreement) for Project-Specific and Program-Specific Agreements.
6. Contract Goal Percentage. The percentage of the Contract established by CDOT for reasonable participation by DBEs and stated in the invitation for consultant services.
7. Consultant. An individual, firm, corporation, or other legal entity with a direct contractual relationship with the Local Agency's solicitation to render Professional Services and ancillary services.
8. Disadvantaged Business Enterprise (DBE). A Colorado certified Disadvantaged Business Enterprise listed on the Colorado Unified Certification Program (UCP) DBE Directory at www.coloradodbe.org.

9. Emerging Small Business (ESB). A CDOT certified Emerging Small Business firm listed on the ESB Directory at www.coloradoesb.org.
10. Good Faith Efforts (GFE). All necessary and reasonable steps to secure the necessary Commitments to meet the Contract Goal or other requirements of this contract, which by their scope, intensity, and appropriateness to the objective could reasonably be expected to fulfill the contract requirement. Guidance on Good Faith Efforts to meet the Contract Goal is provided in 49 CFR Part 26, Appendix A.
11. Local Agency. The City of Pueblo.
12. Professional Services. The practice of architecture, engineering, professional land surveying, landscape architecture, and industrial hygiene as defined in Colorado Revised Statutes (CRS) 24-30-1402 and 48CFR Part 2.
13. Reduction. Reduction occurs when the Consultant reduces a Commitment to a DBE. A Reduction is a partial Termination.
14. Subconsultant. An individual, firm, corporation or other legal entity to whom the Consultant sublets part of the contract. For purposes of these requirements, the term Subconsultant includes Suppliers/Vendors.
15. Substitution. Substitution occurs when a Consultant seeks to find another certified DBE firm to perform work on the contract as a result of a Reduction or Termination.
16. Termination. Termination occurs when a Consultant no longer intends to use a DBE firm for fulfillment of a Commitment. This includes, but is not limited to, instances in which a Consultant seeks to perform work originally designated for a DBE Subconsultant with its own forces or those of an affiliate, a nonDBE firm, or with another DBE firm.
17. Utilization Plan (UP). The documentation of Subconsultant and Supplier/Vendor participation on the awarded Contract. The Utilization Plan details all Subconsultants and Suppliers/Vendors included as part of the proposal team and Commitments by percentage made by the Consultant. The Consultant must submit the Utilization Plan within five (5) calendar days of receiving notice from CDOT's B2GNow system.
18. Vendor. Participant on a CDOT contract that is providing services not considered to be a Professional Services as defined in Colorado Revised Statute 24-30-1402 and 48 CFR Part 2. A vendor would provide Non- Engineering Services (i.e. Geotechnical drilling, Public Information/Relations, traffic control, etc) and would not be overseen by a licensed engineer.
19. Work Code. A code to identify the work that a DBE is certified to perform. A work code includes a six (6) digit North American Industry Classifications System (NAICS) code plus a descriptor. Work codes are listed on a firm's profile on the Colorado UCP DBE Directory at

<https://coucp.dbesystem.com/>. The Local Agency may include CDOT in discussions for clarification. The consultant may contact the Civil Rights and Business Resource Center to receive guidance on whether a work code covers the work to be performed.

- B. For additional information please refer to CDOT's Local Agency Civil Rights Guidelines for more information: <https://www.codot.gov/business/civilrights/compliance/prof-services/overview>.

2. NONDISCRIMINATION AND SUBCONTRACTING REQUIREMENTS

The following requirements apply to all contracts and subcontracts on FHWA federally assisted contracts.

- A. Non-discrimination. The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- B. Civil Rights Act of 1964 Title VI. CDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- C. Consultant Assurance. By submitting a proposal for this contract, the Consultant agrees to the following assurance: The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract. Such other remedy as deems appropriate, which may include, but is not limited to:
 - 1. Withholding monthly progress payments
 - 2. Assessing sanctions
 - 3. Liquidated damages
 - 4. Disqualifying the consultant from future bidding as non-responsible
- D. Prompt Payment. Payments to all Subconsultants shall be made within seven (7) calendar days of receipt of payment from the Local Agency, or no later than ninety (90) calendar days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. The Local Agency will assist in enforcing the Civil Rights Requirements outlined above as well as prompt payment as outlined in 49 CFR, Part 26. If the Consultant has good cause to dispute an

amount invoiced by a Subconsultant, the Consultant shall notify the Subconsultant no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include failure to timely submit an invoice or to deposit payments made. The Consultant shall electronically submit prompt payment audit reports in B2GNow by the fifteenth (15th) of each month through the B2GNow software. If no payment has been made, the Consultant shall document this in the prompt payment audit reporting.

- E. Subcontract Terms. Parts A-D of this section shall be included in all subcontracts or other agreements for the performance of work on the contract.

3. CONTRACT COMMITMENT

At the time of initial proposal, the Consultant must make a contractually binding guarantee to meet the Contract Goal in accordance with 49 CFR 26.53.

- A. Affidavit of Small Business Participation. The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do so. CDOT's Affidavit of Small Business Participation form must be submitted with the Consultant's statement of interest proposal. Failure to submit the CDOT Affidavit of Small Business Participation form will result in the Consultant being deemed non-responsive and ineligible for award. The Local Agency will copy the top preferred proposals to CDOT's Civil Rights and Business Resource Center (CRBRC) for approval of CDOT's Affidavit of Small Business Participation form. This form includes the commitments to meet the DBE goal.
- B. Contract Utilization Plan (UP). Once the contract is awarded and the Local Agency receives a signed contract, the Local Agency will submit the Local Agency Professional Services B2GNow Contract Information form for CDOT to set up the contract in the B2GNow system. Once the contract is setup in the system, the Consultant will receive a notice from CDOT within five (5) calendar days of selection, to complete and submit a Utilization Plan via B2GNow. In order to complete the Utilization Plan, the Consultant shall list all DBE, ESB, and nonDBE/ESB Subconsultants and Suppliers/Vendors included as part of its "most qualified" team. The Utilization Plan shall also include all Commitments by percentage.
- C. Consultant Responsibility. The Consultant is solely responsible for ensuring that the Contract Goal is achieved upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever occurs first. The Local Agency and CDOT assists in the monitoring as oversight agencies.
- D. Contract Good Faith Effort Requirement. The UP will not be approved by CDOT until the Consultant documents sufficient Commitments to meet the Contract Goal or demonstrates Good Faith Efforts to meet the Contract Goal even though it did not succeed in obtaining sufficient Commitments to do so.

1. Good Faith Efforts mean that the Consultant:
 - a. Documents it has obtained enough DBE participation to meet the Contract Goal, or
 - b. Documents that it made adequate good faith efforts to meet the Contract Goal, even though it did not succeed in obtaining enough DBE participation to do so
 2. If the Consultant has not documented sufficient Commitments to meet the Contract Goal, the Consultant shall provide an explanation of its efforts to obtain Commitments by submitting the CDOT's Professional Services Good Faith Efforts Report form and supporting documentation to CRBRC.
 - a. The CRBRC will conduct a review to determine whether the Consultant has demonstrated Good Faith Efforts to meet the Contract Goal
 - b. The CRBRC will approve the Contract Utilization Plan if it determines that the Consultant has made Good Faith Efforts to meet the Contract Goal
 3. In conducting Good Faith Effort reviews, the CRBRC will utilize the guidance found in Appendix A to 49 CFR Part 26, where applicable. The CRBRC may also consider, but is not limited to, the following factors in evaluating the Consultant's Good Faith Efforts:
 - a. Performance of other consultants in meeting DBE goals on contracts that have a similar scope of work, contract amount, location, and time frame
 - b. Reason(s) for choosing a nonDBE subconsultant over an interested DBE
 - c. Documentation of DBEs solicited by the Consultant and verification from the DBEs that they were actually contacted by the Consultant
 - d. Past performance by the Consultant on contracts that have a similar scope of work, contract amount, location and time frame
 - e. Any other factors that may be pertinent to the factual circumstances
 4. If the CRBRC determines the Consultant has made Good Faith Efforts to meet the Contract Goal, the Master Contract Utilization Plan will be approved and all documentation of the determination will be uploaded into B2GNow.
- E. Administrative Reconsideration. If the CRBRC determines that the Consultant did not demonstrate Good Faith Efforts to meet the Contract Goal, the Consultant will be provided a written notice of its determination and an opportunity for administrative reconsideration by the CDOT Chief Engineer or a designee.
1. The Chief Engineer or a designee will conduct administrative reconsideration.
 - a. The Consultant will have five (5) calendar days from the written notice to request administrative reconsideration of an adverse Good Faith Efforts determination

- b. The request shall include the basis for reconsideration and any supporting documentation that the Consultant would like to be considered as part of the reconsideration
 - c. The reconsideration should also specify whether the Consultant is requesting an informal, in person or telephonic hearing with CDOT to address the issues in the Good Faith Efforts determination
 - d. If a request for an informal hearing is not made, the Consultant will be deemed to have waived this opportunity
2. Upon a hearing request, the Civil Rights and Business Resource Center will establish a date and time for the hearing and send written notice via email to the Consultant, the Local Agency and Civil Rights at least two (2) business days in advance of the hearing.
 - a. If schedules permit, the parties may waive the two (2) business day requirement
 - b. The CDOT Chief Engineer or designee may request additional documentation from the Consultant and/or the Local Agency
 - c. A copy of all requests and responses should be provided to the other party and the other party shall be given an opportunity to respond
 3. The CDOT Chief Engineer or a designee shall issue the final determination as to whether the Consultant made Good Faith Efforts to meet the Contract Goal.
 - a. The determination will be in writing and explain the basis for the CDOT Chief Engineer's or designee decision regarding whether or not the Consultant demonstrated Good Faith Efforts to meet the Contract Goal
 - b. The Good Faith Efforts determination of the CDOT Chief Engineer or designee is not appealable

4. ELIGIBLE DBE PARTICIPATION

In order to count towards the Contract Goal, (1) the work performed by the DBE Consultant, Subconsultant, or Supplier/Vendor must be identified in an approved Commitment, and (2) the Consultant, Subconsultant, or Supplier/Vendor must be DBE certified in the committed work upon submission of the Commitment. The Local Agency will evaluate whether the work it is committed to perform can reasonably be construed to fall within the work areas for which the DBE Consultant, Subconsultant, or Supplier/Vendor is certified. The Local Agency may request assistance from CDOT if needed.

- A. If a Consultant, Subconsultant, or Supplier/Vendor is decertified as a DBE following the approval of a Contract, its participation on that Contract may continue to count as DBE participation.
- B. DBE participation will be tracked through the B2GNow.

- C. Only work actually performed by the DBE will count towards the Contract Goal.
 - 1. The Consultant may count the entire amount of fees or commissions charged by a DBE firm for:
 - a. Providing a bona fide service, such as professional, technical, consultant, or managerial services; and/or
 - b. Providing assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of work, provided that the fee or commission is determined by the Local Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services
 - 2. When a DBE subcontracts part of the work of its contract to another firm, individual, or entity, the value of the subcontracted work may only be counted if the subcontractor is also a DBE certified firm.
 - a. Work that a DBE subcontracts out to a non-certified firm will not count toward the goal
 - b. DBE firms may use an employee leasing company for the work
 - i. The participation of the leased employees will count only if the certified DBE firm maintains an employer-employee relationship with the leased employees
 - ii. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the leased employees, as well as ultimate responsibility for wage and tax obligations related to the employees
 - c. Unless certified in the work to be performed, staffing agencies only count toward the Contract Goal for placement fees and any hourly fee beyond the temporary employee's actual rate of pay
 - 3. When a DBE performs as a participant in a joint venture:
 - a. Only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces may count toward the Goal
 - b. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT
- D. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.
 - 1. To perform a Commercially Useful Function:
 - a. The DBE must be responsible for the execution of the work to be performed and

- b. Actually performing, managing, and supervising the work
- 2. In evaluating whether a DBE is performing a Commercially Useful Function, the Local Agency will consider factors, including but not limited to:
 - a. The amount of subcontracted work
 - b. Industry practices, and
 - c. Whether payment to the DBE is commensurate with the work for which the DBE is claiming credit, and any other relevant factors
- 3. DBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of DBE participation.
- 4. A DBE is presumed as not performing a Commercially Useful Function:
 - a. When it does not perform or exercise responsibility for at least thirty (30) percent of the total cost of the work it is contracted to perform with its own workforce; or
 - b. When the DBE subcontracts a greater portion of its work than would be expected based on normal industry practice for the type of work involved.
 - c. In these circumstances, the DBE may present evidence to CDOT in order to rebut the presumption.
- 5. In order to finalize the Contract, the Consultant must have submitted a Professional Services Commercially Useful Function Questionnaire form for each DBE firm that performed work or provided supplies toward meeting the contract goal. The DBE, Consultant and Engineer must sign the Professional Services Commercially Useful Function Questionnaire form.
- 6. The City's determinations regarding Commercially Useful Function matters are not appealable.

5. UTILIZATION PLAN MODIFICATIONS

Reduction, Substitution, Termination. Reduction, Substitution, or Termination during the life of the Contract shall only be permitted at the discretion of the Local Agency based upon a demonstration of Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add Commitments without the Local Agency's approval. Consultants may request modification approval to the Local agency. The Local Agency may request for CDOT's assistance and/or use CDOT's Professional Services DBE Participation Plan Modification Request form.

- A. Notice to Subconsultant. Before requesting the Local Agency approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) calendar days to respond to the Consultant's notice d

advise the Local Agency of objections, if any, that it objects to the proposed Reduction, Termination and/or Substitution and why the Consultant's proposed action should not be approved. If required as a matter of public necessity (e.g., safety), the Local Agency may waive or reduce the period to respond. The DBE firm may also voluntarily waive the response period.

- B. Good Cause Requirement. A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by the Local Agency. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating whether Good Cause exists, the Local Agency will consider, but is not limited to, the following factors:
1. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE
 2. Failure or refusal by the DBE to execute a written contract
 3. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal the industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants
 4. The DBE fails to meet reasonable, nondiscriminatory insurance requirement
 5. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness
 6. The DBE is ineligible to work because of suspension or debarment proceedings or other state law
 7. The DBE is not a responsible Consultant
 8. The listed DBE voluntarily withdraws from the project and provides to the Consultant written notice of its withdrawal
 9. The listed DBE is ineligible to receive credit for its participation
 10. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform
 11. The DBE ceases business operations or otherwise dissolves; and/or
 12. Other documented good cause reasons determined by the Local Agency to compel the termination of the DBE Subconsultant
- C. Good Faith Effort Requirement. When a Commitment is Reduced or Terminated (including when a DBE withdraws), the Consultant shall make Good Faith Efforts to find a Substitution up to the Contract Goal for the DBE whose Commitment has been Terminated or Reduced, Substitutions do not have to be in the same type of work that was Terminated or Reduced.

1. Prior to making a Substitution, the Consultant must receive the Local Agency's approval for the Substitution.
2. An approval of the modification constitutes a modification of the Utilization Plan through CDOT. Each substitute DBE approved by the Local Agency must have documentation. Documentation similar to a Project Cost Worksheet for Subconsultants or Letter of Intent for a Supplier/Vendor that shows commitments to the firm on the contract are required. Once approved, the Local Agency will work with the CRBRC to modify the UP in B2GNow.

6. ENFORCEMENT

It is the responsibility of the Local Agency and Consultant to ensure that Commitments are fulfilled or to request Utilization Plan modifications in a timely manner as described in Section VI. Approvals under the Contract are not an explicit or implicit approval by the Local Agency or CDOT of any Commitment Terminations, Reductions, Substitutions, or any other waiver of the Contract Civil Rights requirements.

- A. The Local Agency may conduct reviews or investigations of participants as necessary. All participants on the Contract, including, but not limited to, DBE Subconsultants or Suppliers/Vendors are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information. This also includes applicants for DBE certification, ESB Subconsultants and applicants for ESB certification, complainants, and Consultants using Subconsultants to meet the Contract Goal.
- B. If the Local Agency determines that a Consultant, Subconsultant or Supplier/Vendor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Local Agency to be unallowable, or if the Consultant engages in repeated violations, falsification or misrepresentation, the Local Agency may:
 1. Refuse to count any fraudulent or misrepresented DBE/ESB participation
 2. Withhold progress payments to the Consultant commensurate with the violation
 3. Reduce the Consultant's prequalification status
 4. Refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or
 5. Seek any other available contractual remedy

7. CONTRACT CLOSEOUT

The Local Agency will collect a completed CDOT Professional Services Closeout Report form upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever comes first. This form will report the final actual DBE participation on the Contract and any amounts for which CDOT will be seeking reimbursement due to the Consultant not meeting Commitments. The Local Agency will submit the form to CDOT Civil Rights with submission of the final invoice.

8. NON-CONSTRUCTION FEDERAL HIGHWAY ADMINISTRATION (FHWA) CONTRACT CLAUSES

A. Federal laws and regulations that may be applicable to the Work include:

1. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agency and their contractors or the Local Agency).
2. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).
3. [The Davis-Bacon Act \(40 U.S.C. 276a to a-7\) as supplemented by Department of Labor regulations \(29 CFR Part 5\) \(Construction contracts in excess of \\$2,000 awarded by the Local Agency and the Local Agency when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor\).](#)
4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
5. Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).
6. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
7. Office of Management and Budget (OMB)Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.
8. The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.
9. In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

10. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91- 646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).
 11. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.)
 12. The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45
 13. C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.
 14. 23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".
 15. 23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".
 16. 23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".
- B. Nondiscrimination. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
1. Compliance with Regulations. The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
 2. Nondiscrimination. The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.
 3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment,

each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

4. Information and Reports. The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.
5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
- C. Incorporation of Provisions. The Contractor will include the provisions regarding the foregoing sections and the IGA (attached) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

9. OMB UNIFORM GUIDANCE FOR FEDERAL PROJECTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following:

- A. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- B. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. 1. The City must report all suspected or reported violations to the Federal awarding agency.
- C. Rights to Inventions Made Under a Contract or Agreement. 3 If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). If applicable, Contractor agrees to the following:
1. Clean Air Act:
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
 - c. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.
 2. Federal Water Pollution Control Act:
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
 - b. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
 - c. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.
- E. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, Contractor shall be bound by it's Bidder's Certification for Debarment, Suspension, Ineligibility and Voluntary Exclusion throughout the period of the Contract.

- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- G. Domestic Preference for Procurement (C.F.R. § 200.322). To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Contractor and all of its subcontractors will to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that Contractor may enter into.
- H. Procurement of Recovered Material (C.F.R. § 200.323).
1. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - b. Meeting contract performance requirements.
 - c. At a reasonable price.
 2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- I. Additional Provisions.
1. Access to Records. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the federal fund and/or grant provider or authorized representatives access to construction or other work sites pertaining to the work being completed under the Project.
4. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.
5. Changes. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.
Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.
6. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
7. Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contract.

10. CDOT PROFESSIONAL SERVICES CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

A. Definitions

1. B2GNow. Web based platform utilized by CDOT to track Civil Rights compliance (DBE/ESB participation) and prompt payment requirements on its contracts. The Consultant will use this platform to submit Utilization Plan(s), Subconsultant and Supplier/Vendor information on the Contract.
2. CDOT Civil Rights. The CDOT Civil Rights office that assist with the contract and prompt payment requirements on contracts. This can be in either the region or headquarters.
3. Civil Rights and Business Resource Center (CRBRC). CDOT's Civil Rights office at Headquarters.

4. Commercially Useful Function (CUF). Responsibility for the execution of work by actually performing, managing, and supervising the work, as described in 49 CFR Part 26.
5. Commitment. A portion of the Contract designated by the Consultant for participation by DBE firms. The DBE firm(s) are included in the proposal team for participation to meet the Contract Goal. Commitments must identify the work to be performed by the DBE and include the percentage of the contract committed to each DBE firm. Commitments are measured at the end of the contract and are calculated by the actual payments to a DBE firm divided by the total payments made under the Contract.
6. Contract. Agreement between the Local Agency and the Consultant, whereby the Consultant will be compensated in exchange for providing Professional Services and ancillary services. For purposes of this document, the term "Contract" refers to an individual, executed Task Order for an On-Call Agreement or a Master Contract (overarching agreement) for Project-Specific and Program-Specific Agreements.
7. Contract Goal Percentage. The percentage of the Contract established by CDOT for reasonable participation by DBEs and stated in the invitation for consultant services.
8. Consultant. Contractor whether designated as engineer, consultant or otherwise who has entered an agreement with Local Agency pursuant to which mandatory federal and state contract provisions have become applicable including the requirements of this Part III.
9. Disadvantaged Business Enterprise (DBE). A Colorado certified Disadvantaged Business Enterprise listed on the Colorado Unified Certification Program (UCP) DBE Directory at www.coloradodbe.org.
10. Emerging Small Business (ESB). A CDOT certified Emerging Small Business firm listed on the ESB Directory at www.coloradoesb.org.
11. Good Faith Efforts (GFE). All necessary and reasonable steps to secure the necessary Commitments to meet the Contract Goal or other requirements of this contract, which by their scope, intensity, and appropriateness to the objective could reasonably be expected to fulfill the contract requirement. Guidance on Good Faith Efforts to meet the Contract Goal is provided in 49 CFR Part 26, Appendix A.
12. Local Agency. Pueblo, a municipal corporation.
13. Professional Services. The practice of architecture, engineering, professional land surveying, landscape architecture, and industrial hygiene as defined in Colorado Revised Statutes (CRS) 24-30-1402 and 48CFR Part 2.
14. Reduction. Reduction occurs when the Consultant reduces a Commitment to a DBE. A Reduction is a partial Termination.

15. Subconsultant. An individual, firm, corporation or other legal entity to whom the Consultant sublets part of the contract. For purposes of these requirements, the term Subconsultant includes Suppliers/Vendors.
 16. Substitution. Substitution occurs when a Consultant seeks to find another certified DBE firm to perform work on the contract as a result of a Reduction or Termination.
 17. Termination. Termination occurs when a Consultant no longer intends to use a DBE firm for fulfillment of a Commitment. This includes, but is not limited to, instances in which a Consultant seeks to perform work originally designated for a DBE Subconsultant with its own forces or those of an affiliate, a nonDBE firm, or with another DBE firm.
 18. Utilization Plan (UP). The documentation of Subconsultant and Supplier/Vendor participation on the awarded Contract. The Utilization Plan details all Subconsultants and Suppliers/Vendors included as part of the proposal team and Commitments by percentage made by the Consultant. The Consultant must submit the Utilization Plan within five (5) calendar days of receiving notice from CDOT's B2GNow system.
 19. Vendor. Participant on a CDOT contract that is providing services not considered to be a Professional Services as defined in Colorado Revised Statute 24-30-1402 and 48 CFR Part 2. A vendor would provide Non- Engineering Services (i.e. Geotechnical drilling, Public Information/Relations, traffic control, etc.) and would not be overseen by a licensed engineer.
 20. Work Code. A code to identify the work that a DBE is certified to perform. A work code includes a six (6) digit North American Industry Classifications System (NAICS) code plus a descriptor. Work codes are listed on a firm's profile on the Colorado UCP DBE Directory at <https://coucp.dbesystem.com/>. The Local Agency may include CDOT in discussions for clarification. The consultant may contact the Civil Rights and Business Resource Center to receive guidance on whether a work code covers the work to be performed.
- B. Nondiscrimination and Subcontracting Requirements for all contracts and subcontracts on FHWA federally assisted contracts with the City.
1. Non-discrimination. The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
 2. Civil Rights Act of 1964 Title VI. CDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations,

hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. Consultant Assurance. By submitting a proposal for this contract, the Consultant agrees to the following assurance: The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract. Such other remedy as deems appropriate, which may include, but is not limited to:
 - a. Withholding monthly progress payments
 - b. Assessing sanctions
 - c. Liquidated damages
 - d. Disqualifying the consultant from future bidding as non responsible
 4. Prompt Payment. Payments to all Subconsultants shall be made within seven (7) calendar days of receipt of payment from the Local Agency, or no later than ninety (90) calendar days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. The Local Agency will assist in enforcing the Civil Rights Requirements outlined above as well as prompt payment as outlined in 49 CFR, Part 26. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify the Subconsultant no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include failure to timely submit an invoice or to deposit payments made. The Consultant shall electronically submit prompt payment audit reports in B2GNow by the fifteenth (15th) of each month through the B2GNow software. If no payment has been made, the Consultant shall document this in the prompt payment audit reporting.
 5. Subcontract Terms. Parts A-D of this section shall be included in all subcontracts or other agreements for the performance of work on the contract.
- C. Contract Commitment required at the time of initial proposal. The Consultant must make a contractually binding guarantee to meet the Contract Goal in accordance with 49 CFR 26.53.
1. Affidavit of Small Business Participation. The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do so. CDOT's Affidavit of Small Business Participation form must be submitted

with the Consultant's statement of interest proposal. Failure to submit the CDOT Affidavit of Small Business Participation form will result in the Consultant being deemed non responsive and ineligible for award. The Local Agency will copy the top preferred proposals to CDOT's Civil Rights and Business Resource Center (CRBRC) for approval of CDOT's Affidavit of Small Business Participation form. This form includes the commitments to meet the DBE goal.

2. Contract Utilization Plan (UP). Once the contract is awarded and the Local Agency receives a signed contract, the Local Agency will submit the Local Agency Professional Services B2GNow Contract Information form for CDOT to set up the contract in the B2GNow system. Once the contract is setup in the system, the Consultant will receive a notice from CDOT within five (5) calendar days of selection, to complete and submit a Utilization Plan via B2GNow. In order to complete the Utilization Plan, the Consultant shall list all DBE, ESB, and nonDBE/ESB Subconsultants and Suppliers/Vendors included as part of its "most qualified" team. The Utilization Plan shall also include all Commitments by percentage.
3. Consultant Responsibility. The Consultant is solely responsible for ensuring that the Contract Goal is achieved upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever occurs first. The Local Agency and CDOT assists in the monitoring as oversight agencies.
4. Contract Good Faith Effort Requirement. The UP will not be approved by CDOT until the Consultant documents sufficient Commitments to meet the Contract Goal or demonstrates Good Faith Efforts to meet the Contract Goal even though it did not succeed in obtaining sufficient Commitments to do so.
 - a. Good Faith Efforts mean that the Consultant:
 - i. Documents it has obtained enough DBE participation to meet the Contract Goal, or
 - ii. Documents that it made adequate good faith efforts to meet the Contract Goal, even though it did not succeed in obtaining enough DBE participation to do so
 - b. If the Consultant has not documented sufficient Commitments to meet the Contract Goal, the Consultant shall provide an explanation of its efforts to obtain Commitments by submitting the CDOT's Professional Services Good Faith Efforts Report form and supporting documentation to CRBRC.
 - i. The CRBRC will conduct a review to determine whether the Consultant has demonstrated Good Faith Efforts to meet the Contract Goal
 - ii. The CRBRC will approve the Contract Utilization Plan if it determines that the Consultant has made Good Faith Efforts to meet the Contract Goal

- c. In conducting Good Faith Effort reviews, the CRBRC will utilize the guidance found in Appendix A to 49 CFR Part 26, where applicable. The CRBRC may also consider, but is not limited to, the following factors in evaluating the Consultant's Good Faith Efforts:
 - i. Performance of other consultants in meeting DBE goals on contracts that have a similar scope of work, contract amount, location, and time frame
 - ii. Reason(s) for choosing a nonDBE subconsultant over an interested DBE
 - iii. Documentation of DBEs solicited by the Consultant and verification from the DBEs that they were actually contacted by the Consultant
 - iv. Past performance by the Consultant on contracts that have a similar scope of work, contract amount, location and time frame
 - v. Any other factors that may be pertinent to the factual circumstances
 - d. If the CRBRC determines the Consultant has made Good Faith Efforts to meet the Contract Goal, the Master Contract Utilization Plan will be approved and all documentation of the determination will be uploaded into B2GNow.
5. Administrative Reconsideration. If the CRBRC determines that the Consultant did not demonstrate Good Faith Efforts to meet the Contract Goal, the Consultant will be provided a written notice of its determination and an opportunity for administrative reconsideration by the CDOT Chief Engineer or a designee.
- a. The Chief Engineer or a designee will conduct administrative reconsideration.
 - i. The Consultant will have five (5) calendar days from the written notice to request administrative reconsideration of an adverse Good Faith Efforts determination
 - ii. The request shall include the basis for reconsideration and any supporting documentation that the Consultant would like to be considered as part of the reconsideration
 - iii. The reconsideration should also specify whether the Consultant is requesting an informal, in person or telephonic hearing with CDOT to address the issues in the Good Faith Efforts determination
 - iv. If a request for an informal hearing is not made, the Consultant will be deemed to have waived this opportunity
 - b. Upon a hearing request, the Civil Rights and Business Resource Center will establish a date and time for the hearing and send written notice via email to the Consultant, the Local Agency and Civil Rights at least two (2) business days in advance of the hearing.
 - i. If schedules permit, the parties may waive the two (2) business day requirement

- ii. The CDOT Chief Engineer or designee may request additional documentation from the Consultant and/or the Local Agency
- iii. A copy of all requests and responses should be provided to the other party and the other party shall be given an opportunity to respond
- c. The CDOT Chief Engineer or a designee shall issue the final determination as to whether the Consultant made Good Faith Efforts to meet the Contract Goal.
 - i. The determination will be in writing and explain the basis for the CDOT Chief Engineer's or designee decision regarding whether or not the Consultant demonstrated Good Faith Efforts to meet the Contract Goal
 - ii. The Good Faith Efforts determination of the CDOT Chief Engineer or designee is not appealable
- D. Please refer to CDOT's Local Agency Civil Rights Guidelines for more information: <https://www.codot.gov/business/civilrights/compliance/prof-services/overview>. Contractor agrees to be bound by and subject to this section.

11. ADDITIONAL CDOT PROFESSIONAL SERVICES CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

- A. Eligible DBE Participation. In order to count towards the Contract Goal, (1) the work performed by the DBE Consultant, Subconsultant, or Supplier/Vendor must be identified in an approved Commitment, and (2) the Consultant, Subconsultant, or Supplier/Vendor must be DBE certified in the committed work upon submission of the Commitment. The Local Agency will evaluate whether the work it is committed to perform can reasonably be construed to fall within the work areas for which the DBE Consultant, Subconsultant, or Supplier/Vendor is certified. The Local Agency may request assistance from CDOT if needed.
 - 1. If a Consultant, Subconsultant, or Supplier/Vendor is decertified as a DBE following the approval of a Contract, its participation on that Contract may continue to count as DBE participation.
 - 2. DBE participation will be tracked through the B2GNow.
 - 3. Only work actually performed by the DBE will count towards the Contract Goal.
 - a. The Consultant may count the entire amount of fees or commissions charged by a DBE firm for:
 - i. Providing a bona fide service, such as professional, technical, consultant, or managerial services; and/or
 - ii. Providing assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of work, provided

that the fee or commission is determined by the Local Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services

- b. When a DBE subcontracts part of the work of its contract to another firm, individual, or entity, the value of the subcontracted work may only be counted if the subcontractor is also a DBE certified firm.
 - i. Work that a DBE subcontracts out to a non-certified firm will not count toward the goal
 - ii. DBE firms may use an employee leasing company for the work
 - I. The participation of the leased employees will count only if the certified DBE firm maintains an employer-employee relationship with the leased employees
 - iii. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the leased employees, as well as ultimate responsibility for wage and tax obligations related to the employees
Unless certified in the work to be performed, staffing agencies only count toward the Contract Goal for placement fees and any hourly fee beyond the temporary employee's actual rate of pay
 - c. When a DBE performs as a participant in a joint venture:
 - i. Only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces may count toward the Goal
 - ii. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT
4. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.
- a. To perform a Commercially Useful Function:
 - i. The DBE must be responsible for the execution of the work to be performed and
 - ii. Actually performing, managing, and supervising the work
 - b. In evaluating whether a DBE is performing a Commercially Useful Function, the Local Agency will consider factors, including but not limited to:
 - i. The amount of subcontracted work
 - ii. Industry practices, and

- iii. Whether payment to the DBE is commensurate with the work for which the DBE is claiming credit, and any other relevant factors
- c. DBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of DBE participation.
- d. A DBE is presumed as not performing a Commercially Useful Function:
 - i. When it does not perform or exercise responsibility for at least thirty (30) percent of the total cost of the work it is contracted to perform with its own workforce; or
 - ii. When the DBE subcontracts a greater portion of its work than would be expected based on normal industry practice for the type of work involved.
 - iii. In these circumstances, the DBE may present evidence to CDOT in order to rebut the presumption.
- e. In order to finalize the Contract, the Consultant must have submitted a Professional Services Commercially Useful Function Questionnaire form for each DBE firm that performed work or provided supplies toward meeting the contract goal. The DBE, Consultant and Engineer must sign the Professional Services Commercially Useful Function Questionnaire form.
- f. The Local Agency's determinations regarding Commercially Useful Function matters are not appealable.

B. Utilization Plan Modifications

1. Reduction, Substitution, Termination. Reduction, Substitution, or Termination during the life of the Contract shall only be permitted at the discretion of the Local Agency based upon a demonstration of Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add Commitments without the Local Agency's approval. Consultants may request modification approval to the Local agency. The Local Agency may request for CDOT's assistance and/or use CDOT's Professional Services DBE Participation Plan Modification Request form.
 - a. Notice to Subconsultant. Before requesting the Local Agency approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) calendar days to respond to the Consultant's notice and advise the Local Agency of objections, if any, that it objects to the proposed Reduction, Termination and/or Substitution and why the Consultant's

proposed action should not be approved. If required as a matter of public necessity (e.g., safety), the Local Agency may waive or reduce the period to respond. The DBE firm may also voluntarily waive the response period.

- b. **Good Cause Requirement.** A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by the Local Agency. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating whether Good Cause exists, the Local Agency will consider, but is not limited to, the following factors:
 - i. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE
 - ii. Failure or refusal by the DBE to execute a written contract
 - iii. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal the industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants
 - iv. The DBE fails to meet reasonable, nondiscriminatory insurance requirement
 - v. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness
 - vi. The DBE is ineligible to work because of suspension or debarment proceedings or other state law
 - vii. The DBE is not a responsible Consultant
 - viii. The listed DBE voluntarily withdraws from the project and provides to the Consultant written notice of its withdrawal
 - ix. The listed DBE is ineligible to receive credit for its participation
 - x. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform
 - xi. The DBE ceases business operations or otherwise dissolves; and/or
 - xii. Other documented good cause reasons determined by the Local Agency to compel the termination of the DBE Subconsultant
- c. **Good Faith Effort Requirement.** When a Commitment is Reduced or Terminated (including when a DBE withdraws), the Consultant shall make Good Faith Efforts to find a Substitution up to the Contract Goal for the DBE whose Commitment has been Terminated or Reduced, Substitutions do not have to be in the same type of work that was Terminated or Reduced.

- i. Prior to making a Substitution, the Consultant must receive the Local Agency's approval for the Substitution.
- ii. An approval of the modification constitutes a modification of the Utilization Plan through CDOT. Each substitute DBE approved by the Local Agency must have documentation. Documentation similar to a Project Cost Worksheet for Subconsultants or Letter of Intent for a Supplier/Vendor that shows commitments to the firm on the contract are required. Once approved, the Local Agency will work with the CRBRC to modify the UP in B2GNow.

C. Enforcement

1. It is the responsibility of the Local Agency and Consultant to ensure that Commitments are fulfilled or to request Utilization Plan modifications in a timely manner as described in Section VI. Approvals under the Contract are not an explicit or implicit approval by the Local Agency or CDOT of any Commitment Terminations, Reductions, Substitutions, or any other waiver of the Contract Civil Rights requirements.
 - a. The Local Agency may conduct reviews or investigations of participants as necessary. All participants on the Contract, including, but not limited to, DBE Subconsultants or Suppliers/Vendors are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information. This also includes applicants for DBE certification, ESB Subconsultants and applicants for ESB certification, complainants, and Consultants using Subconsultants to meet the Contract Goal.
 - b. If the Local Agency determines that a Consultant, Subconsultant or Supplier/Vendor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Local Agency to be unallowable, or if the Consultant engages in repeated violations, falsification or misrepresentation, the Local Agency may:
 - i. Refuse to count any fraudulent or misrepresented DBE/ESB participation
 - ii. Withhold progress payments to the Consultant commensurate with the violation
 - iii. Reduce the Consultant's prequalification status
 - iv. Refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or
 - v. Seek any other available contractual remedy

D. Contract Closeout

1. The Local Agency will collect a completed CDOT Professional Services Closeout Report form upon completion of the work, expenditure of funds, and/or expiration of the Contract,

whichever comes first. This form will report the final actual DBE participation on the Contract and any amounts for which CDOT will be seeking reimbursement due to the Consultant not meeting Commitments. The Local Agency will submit the form to CDOT Civil Rights with submission of the final invoice.

**Colorado Department of Transportation
AFFIDAVIT OF SMALL BUSINESS PARTICIPATION**

Project Description Addition of Zero Emission Vehicle (ZEV) Transition Study to the Update of 2019 PuebloTransit Relocation Study with Costs, Hydrogen Fuel Cell and Electric Buses & Equity Study	Contract NTE \$ \$104,944 DBE Contract Goal % 0.0% %
---	---

SECTION 1. CONSULTANT INFORMATION

Prime Consultant STANTEC ARCHITECTURE, INC.	Consultant is an ESB <input type="checkbox"/>
Compliance Contact Name Jonathan Flager	Consultant is a DBE <input type="checkbox"/>
Email jonathan.flager@stantec.com	Address Stantec Architecture Inc. 410 17th Street, Suite 1400 Denver, CO 80202
	Phone 303-575-8554 B2GNow Vendor #

SECTION 2. DBE PARTICIPATION PLAN

Fill in All Lines:

- * The consultant is committing to 0.0 # of DBE firm(s) not teamed with in the past 2 years (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).
- * The consultant is committing to approximately \$ \$0.00 of DBE participation based on NTE \$.
- * The consultant is committing to approximately 0.0% % DBE goal based on the NTE \$.

The Prime Consultant shall submit a Professional Services Commercially Useful Function Questionnaire for every DBE on this contract that provides work or provides supplies whose participation counts toward the DBE contract goal for this contract.

All DBE firms (Subconsultants, Supplier/Vendors, Prime if self performing)	Work Descriptor (i.e. survey, testing)	NEW DBE Teaming Partner?	ONLY for Project/Program Specific RFP/SOIs Approximate % of Participation
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	

If more DBE subs/suppliers vendors, add additional sheet

**Colorado Department of Transportation
AFFIDAVIT OF SMALL BUSINESS PARTICIPATION**

SECTION 3. ESB PARTICIPATION PLAN

Fill in All Lines:
 * The consultant is committing to 0.0 # of ESB firm(s) not teamed with in the past 2 years (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).
 * The consultant is committing to approximately \$ \$0.00 of ESB participation on this RFP/SOI.
 * The consultant is committing to approximately 0.0% % ESB goal based on the NTE \$.

All ESB firms (Subconsultants, Suppliers/Vendors, Prime if self performing) and Level	Work Areas (i.e. survey, testing)	New ESB Teaming Partner?	ONLY for Project/Program Specific RFP/SOIs Approximate % of Participation
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	

If more ESB subs/suppliers/vendors, add additional sheet

SECTION 4. DECLARATION OF AFFIDAVIT

By signing below the Consultant affirms the statements made in this document are true and complete:

The Consultant shall make good faith efforts to meet the contract goal for each task order under the overall contract. The Consultant understands that making good faith efforts to achieve the contract goal is a condition of contract award. The Consultant understands that promised participation is a binding obligation of the contract if awarded. The Consultant attests that the information above is true and understands that a fraudulent misrepresentation or failure to make good faith efforts to meet the contract commitments or promised participation may result in the withholding of progress payments, reduction of prequalification status, referral of the matter to the Office of Inspector General of the USDOT and/or other contractual remedies.

I, Jonathan Flager of STANTEC ARCHITECTURE, INC.
 (Owner or Executive Officer Name AND Title) (Consultant Company Name)

 (Tracked Signature Accepted) 05/21/2025
 (Date)

**BIDDER'S CERTIFICATION FOR DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

Only applicable for projects exceeding \$25,000.

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the US Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal and/or State entity official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company STANTEC ARCHITECTURE, INC. Date 05/21/2025

Authorized Signature 

Name/Title Jonathan Flager - PM

LOBBYING RESTRICTIONS FORM

Only applicable for projects exceeding \$100,000.

The Contractor certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company STANTEC ARCHITECTURE, INC. Date 05/21/2025

Authorized Signature 

Name/Title Jonathan Flager - PM

Additional Information for Amendment

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan – CONFIDENTIAL

On file at Purchasing Department for Funding Audit Requests Only

PERA Questionnaire

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



STANTEC ARCHITECTURE INC

REVIEWED
By Christina Garcia at 9:34 am, Mar 25, 2025

Unique Entity ID WDHACLN33JG7	CAGE / NCAGE 30NH8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 8, 2025	
Physical Address 410 17TH ST STE 1400 Denver, Colorado 80202-4427 United States	Mailing Address 410 17TH ST STE 1400 Denver, Colorado 80202-4427 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Colorado 01	State / Country of Incorporation North Carolina / United States	URL (blank)

Registration Dates

Activation Date Oct 9, 2024	Submission Date Oct 8, 2024	Initial Registration Date Aug 9, 2017
---------------------------------------	---------------------------------------	---

Entity Dates

Entity Start Date Jul 29, 2017	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE L09R4	Legal Business Name STANTEC INC
----------------------	---

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?
No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:
Yes

Entity Types

Business Types		
Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Foreign Owned
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments **No** Debt Subject To Offset **No**

EFT Indicator **0000** CAGE Code **30NH8**

Points of Contact

Electronic Business

👤 **Allison Gentry** **3052 Beaumont Centre CIR**
Lexington, Kentucky 40513
United States

Government Business

👤 **Allison Gentry** **3052 Beaumont Centre CIR**
Lexington, Kentucky 40513
United States

Service Classifications

NAICS Codes

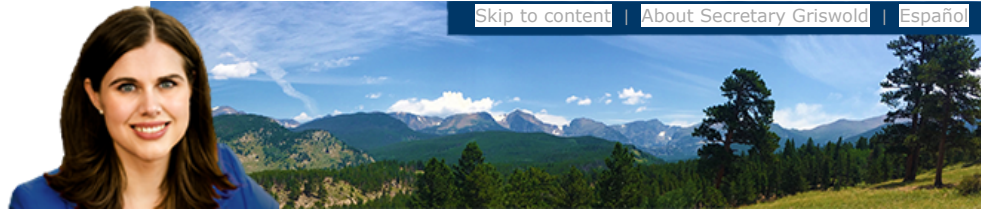
Primary	NAICS Codes	NAICS Title
Yes	541310	Architectural Services
	541330	Engineering Services

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
Any	(blank)	(blank)



Summary

For this Record...

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

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

Business Home

Business Information

Business Search

FAQs, Glossary and Information

Details			
Name	STANTEC ARCHITECTURE INC.		
Status	Good Standing	Formation date	05/21/2008
ID number	20081278222	Form	Foreign Corporation
Periodic report month	May	Jurisdiction	North Carolina
Principal office street address	224 SOUTH MICHIGAN AVENUE, SUITE 1400, CHICAGO, IL 60604, United States		
Principal office mailing address	300-10220 103 AVENUE NW, EDMONTON, AB T5J 0K4, CA		

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

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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,

STANTEC ARCHITECTURE INC.

is an entity formed or registered under the law of North Carolina, 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 20081278222.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/24/2025 that have been posted, and by documents delivered to this office electronically through 03/25/2025 @ 08:55:30.

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 03/25/2025 @ 08:55:30 in accordance with applicable law. This certificate is assigned Confirmation Number 17132431.



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: Stantec Architecture Inc

Authorized Signature:  Title: Project Manager

Printed Name: Jonathan Flager Date: 08/29/2024

**WORKERS COMPENSATION AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)

POLICY NUMBER: UB- 3P635310-25-51-K (AOS); UB-3P533004-25-51-R(MA,WI)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER



CERTIFICATE OF LIABILITY INSURANCE

10/1/2025

DATE (MM/DD/YYYY)

5/23/2025

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

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

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Berkshire Hathaway Specialty Insurance Company		22276
INSURED 1414100 STANTEC ARCHITECTURE INC. 410 17TH STREET SUITE 1400 DENVER CO 80202-4427	INSURER B : AIG Specialty Insurance Company		26883
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: 21859841 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A A	Professional Liab	N	N	47-EPP-308810-06 NO RETROACTIVE DATE	10/1/2024	10/1/2025	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2023	10/1/2025	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: 24A-035, UPDATE OF PUEBLO TRANSIT RELOCATION STUDY AND EQUITY STUDY.

CERTIFICATE HOLDER	CANCELLATION
21859841 CITY OF PUEBLO, A MUNICIPAL CORPORATION 230 S. MECHANIC STREET PUEBLO, CO 81003	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Add CDOT Insurance
Remove red text from "Additional Information" page
Update Header/Footer page numbers



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Noah Stamm, Civil Engineer Drainage

SUBJECT: A RESOLUTION TRANSFERRING \$100,000.00 FROM PROJECTS TO BE DETERMINED INTO ACCOUNT PROJECT NO. SWAN04, COMPUTER EQUIPMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

This Resolution transfers money from Projects to be determined into account SWAN04, Computer Equipment.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Stormwater Utility Enterprise needs to replace outdated computers, purchase additional computers, and purchase equipment such as GETAC tablets for our Stormwater Maintenance Crew. These GETAC tablets will assist with the ability to access live maps of stormwater infrastructure out in the field. This will give the crew the ability to access critical information to maintain our infrastructure in a safe and efficient manner.

FINANCIAL IMPLICATIONS:

Funding for this project will come from the Stormwater Utility Enterprise budget. Funding was available and had been budgeted, appropriated, and allocated to account SWAN04. Additional funding is needed to complete the purchase of needed equipment and installation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The City Council could elect not to allow the transfer of funds, and the Stormwater Utility would not be able to purchase the needed equipment.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 16021

A RESOLUTION TRANSFERRING \$100,000.00 FROM PROJECTS TO BE DETERMINED INTO ACCOUNT PROJECT NO. SWAN04, COMPUTER EQUIPMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$100,000.00 are hereby transferred from projects to be determined into account Project No. SWAN04, Computer Equipment.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon passage and approval from the City Council.

INTRODUCED: June 23, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Kliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION ESTABLISHING A NEW ACCOUNT PROJECT HU2503 STREET IMPROVEMENTS AT LEXINGTON ROAD AND SARATOGA ROAD; TRANSFERRING FUNDS IN THE AMOUNT OF \$74,480 FROM HUAN01 STREET RESURFACING AND DEPOSITING AND BUDGETING AND APPROPRIATING SAID FUNDS INTO ACCOUNT PROJECT HU2503; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$64,480 TO FRONT RANGE ARBORISTS, LLC., FOR PROJECT NO. 25-055, TREE REMOVAL AT LEXINGTON ROAD AND SARATOGA ROAD, SETTING FORTH \$10,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Front Range Arborists, LLC., for Project No. 25-055 Tree Removal at Lexington Road and Saratoga Road.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project consists of the removal of large deciduous trees and stump grinding on Lexington Road and Saratoga Road. This project is in advance of the concrete and asphalt improvements also on Lexington Road and Saratoga Road. This Resolution awards the Construction Contract to Front Range Arborists, LLC. It also establishes a new Account Project HU2503 - Street Improvements at Lexington Road and Saratoga Road and transfers project funds from Account Project HUAN01 - Street Resurfacing into said account.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$74,480.00 will be transferred from Account Project HUAN01, Street Resurfacing into Account Project HU2503 - Street Improvements at Lexington Road and Saratoga Road.

Funding in the amount of \$64,480.00 plus \$10,000.00 for contingencies shall be paid from HU2503.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will prevent the transfer of funds and cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-055 Bid Summary

RESOLUTION NO.16022

A RESOLUTION ESTABLISHING A NEW ACCOUNT PROJECT HU2503 STREET IMPROVEMENTS AT LEXINGTON ROAD AND SARATOGA ROAD; TRANSFERRING FUNDS IN THE AMOUNT OF \$74,480 FROM HUAN01 STREET RESURFACING AND DEPOSITING AND BUDGETING AND APPROPRIATING SAID FUNDS INTO ACCOUNT PROJECT HU2503; AND AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$64,480 TO FRONT RANGE ARBORISTS, LLC., FOR PROJECT NO. 25-055, TREE REMOVAL AT LEXINGTON ROAD AND SARATOGA ROAD, SETTING FORTH \$10,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for 25-055 Tree Removal at Lexington Road and Saratoga Road have been received and examined; and,

WHEREAS, the proposal of Front Range Arborists, LLC., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-055 Tree Removal at Lexington Road and Saratoga Road to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Account Project HU2503 - Street Improvements at Lexington Road and Saratoga Road is hereby established.

SECTION 2.

Funds in the amount of \$74,480.00 are hereby transferred from Account Project HUAN01 - Street Resurfacing and deposited and budgeted and appropriated into Account Project HU2503 - Street Improvements at Lexington Road and Saratoga Road.

SECTION 3.

The City Council authorizes Project No. 25-055 Tree Removal at Lexington Road and Saratoga Road to be performed, and the contract for said project is hereby awarded to Front Range Arborists, LLC., in the amount of \$64,480.00.

SECTION 4.

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 5.

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

Contingencies and Additional Work.....\$10,000.00

SECTION 6.

Funds for Project No. 25-055, in the amount of \$74,480.00 (\$64,480.00 + \$10,000.00 for contingencies and additional work), shall be from Account Project HU2503, Street Improvements at Lexington Road and Saratoga Road.

SECTION 7.

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 8.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 23, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
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. 25-055 (HUAN01)
Tree Removal - Lexington Road and Saratoga Road
RESPONSE DEADLINE: June 11, 2025 at 10:30 am
Report Generated: Wednesday, June 11, 2025

VENDOR TOTALS

Vendor	Total
Front Range Arborists, LLC	\$64,480.00
Tall Timbers Tree & Shrub Service	\$87,375.00

EVALUATION TABULATION

IFB No. 25-055 (HUAN01)

Tree Removal - Lexington Road and Saratoga Road

BASE BID

Selected	Line Item	BASE BID			Front Range Arborists, LLC		Tall Timbers Tree & Shrub Service	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	1509 Lexington Road, 30-inch Diameter Tree/Stump Removal	1	L.S.	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00
X	2	1509 Lexington Road, 30-inch Diameter Stump Only Removal	1	L.S.	\$650.00	\$650.00	\$500.00	\$500.00
X	3	1510 Lexington Road, 24-inch Diameter Tree/Stump Removal	1	L.S.	\$1,300.00	\$1,300.00	\$1,750.00	\$1,750.00
X	4	1510 Lexington Road, 25-inch Diameter Tree/Stump Removal	1	L.S.	\$1,400.00	\$1,400.00	\$1,850.00	\$1,850.00
X	5	1510 Lexington Road, 33-inch Diameter Tree/Stump Removal	1	L.S.	\$2,100.00	\$2,100.00	\$1,450.00	\$1,450.00
X	6	1601 Lexington Road, 18-inch Diameter Tree/Stump Removal	1	L.S.	\$500.00	\$500.00	\$700.00	\$700.00
X	7	1601 Lexington Road, 20-inch Diameter Tree/Stump Removal	1	L.S.	\$750.00	\$750.00	\$700.00	\$700.00
X	8	1634 Lexington Road, 44-inch Diameter Tree/Stump Removal	1	L.S.	\$2,900.00	\$2,900.00	\$3,800.00	\$3,800.00
X	9	1715 Alexander Road, 25-inch Diameter Tree/Stump Removal	1	L.S.	\$2,100.00	\$2,100.00	\$1,500.00	\$1,500.00
X	10	1510 Saratoga Road, 25-inch Diameter Tree/Stump Removal	1	L.S.	\$3,250.00	\$3,250.00	\$3,200.00	\$3,200.00
X	11	1515 Saratoga Road, 25-inch Diameter Tree/Stump Removal	1	L.S.	\$2,150.00	\$2,150.00	\$2,600.00	\$2,600.00
X	12	1516 Saratoga Road, 19-inch Diameter Tree/Stump Removal	1	L.S.	\$775.00	\$775.00	\$1,350.00	\$1,350.00
X	13	1516 Saratoga Road, 22-inch Diameter Tree/Stump Removal	1	L.S.	\$950.00	\$950.00	\$1,700.00	\$1,700.00
X	14	1517 Saratoga Road, 22-inch Diameter Tree/Stump Removal	1	L.S.	\$1,900.00	\$1,900.00	\$2,300.00	\$2,300.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Tree Removal - Lexington Road and Saratoga Road

EVALUATION TABULATION

IFB No. 25-055 (HUAN01)

Tree Removal - Lexington Road and Saratoga Road

BASE BID					Front Range Arborists, LLC		Tall Timbers Tree & Shrub Service	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	15	1528 Saratoga Road, 17-inch Diameter Tree/Stump Removal	1	L.S.	\$750.00	\$750.00	\$1,250.00	\$1,250.00
X	16	1528 Saratoga Road, 22-inch Diameter Tree/Stump Removal	1	L.S.	\$925.00	\$925.00	\$1,850.00	\$1,850.00
X	17	1532 Saratoga Road, 21-inch Diameter Tree/Stump Removal	1	L.S.	\$2,100.00	\$2,100.00	\$1,800.00	\$1,800.00
X	18	1532 Saratoga Road, 27-inch Diameter Tree/Stump Removal	1	L.S.	\$1,950.00	\$1,950.00	\$1,700.00	\$1,700.00
X	19	1533 Saratoga Road, 30-inch Diameter Stump Only Removal	1	L.S.	\$680.00	\$680.00	\$600.00	\$600.00
X	20	1535 Saratoga Road, 20-inch Diameter Tree/Stump Removal	1	L.S.	\$1,150.00	\$1,150.00	\$1,700.00	\$1,700.00
X	21	1536 Saratoga Road, 22-inch Diameter Tree/Stump Removal	1	L.S.	\$1,400.00	\$1,400.00	\$2,400.00	\$2,400.00
X	22	1536 Saratoga Road, 25-inch Diameter Tree/Stump Removal	1	L.S.	\$1,400.00	\$1,400.00	\$2,200.00	\$2,200.00
X	23	1537 Saratoga Road, 17-inch Diameter Tree/Stump Removal	1	L.S.	\$975.00	\$975.00	\$1,800.00	\$1,800.00
X	24	1538 Saratoga Road, 28-inch Diameter Tree/Stump Removal	1	L.S.	\$1,975.00	\$1,975.00	\$3,000.00	\$3,000.00
X	25	1602 Saratoga Road, 22-inch Diameter Tree/Stump Removal	1	L.S.	\$1,300.00	\$1,300.00	\$2,000.00	\$2,000.00
X	26	1602 Saratoga Road, 27-inch Diameter Tree/Stump Removal	1	L.S.	\$1,700.00	\$1,700.00	\$2,600.00	\$2,600.00
X	27	1606 Saratoga Road, 26-inch Diameter Tree/Stump Removal	1	L.S.	\$1,200.00	\$1,200.00	\$2,250.00	\$2,250.00
X	28	1613 Saratoga Road, 21-inch Diameter Tree/Stump Removal	1	L.S.	\$1,150.00	\$1,150.00	\$1,950.00	\$1,950.00
X	29	1614 Saratoga Road, 20-inch Diameter Tree/Stump Removal	1	L.S.	\$1,400.00	\$1,400.00	\$2,750.00	\$2,750.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Tree Removal - Lexington Road and Saratoga Road

EVALUATION TABULATION

IFB No. 25-055 (HUAN01)

Tree Removal - Lexington Road and Saratoga Road

BASE BID					Front Range Arborists, LLC		Tall Timbers Tree & Shrub Service	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	30	1614 Saratoga Road, 25-inch Diameter Tree/Stump Removal	1	L.S.	\$2,000.00	\$2,000.00	\$2,750.00	\$2,750.00
X	31	1614 Saratoga Road, 25-inch Diameter Tree/Stump Removal	1	L.S.	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00
X	32	1618 Saratoga Road, 23-inch Diameter Tree/Stump Removal	1	L.S.	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00
X	33	1618 Saratoga Road, 27-inch Diameter Tree/Stump Removal	1	L.S.	\$2,400.00	\$2,400.00	\$2,375.00	\$2,375.00
X	34	1621 Saratoga Road, 30-inch Diameter Tree/Stump Removal	1	L.S.	\$3,000.00	\$3,000.00	\$3,800.00	\$3,800.00
X	35	1625 Saratoga Road, 21-inch Diameter Tree/Stump Removal	1	L.S.	\$1,200.00	\$1,200.00	\$3,300.00	\$3,300.00
X	36	1625 Saratoga Road, 25-inch Diameter Tree/Stump Removal	1	L.S.	\$2,400.00	\$2,400.00	\$1,600.00	\$1,600.00
X	37	1634 Saratoga Road, 15-inch Diameter Tree/Stump Removal	1	L.S.	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
X	38	1634 Saratoga Road, 18-inch Diameter Tree/Stump Removal	1	L.S.	\$1,100.00	\$1,100.00	\$2,400.00	\$2,400.00
X	39	1638 Saratoga Road, 15-inch Diameter Tree/Stump Removal	1	L.S.	\$700.00	\$700.00	\$2,700.00	\$2,700.00
X	40	1638 Saratoga Road, 24-inch Diameter Tree/Stump Removal	1	L.S.	\$1,100.00	\$1,100.00	\$1,300.00	\$1,300.00
X	41	Traffic Control	1	L.S.	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
X	42	Mobilization	1	L.S.	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
Total							\$64,480.00	\$87,375.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Front Range Arborists, LLC	Tall Timbers Tree & Shrub Service
BID GUARANTEE	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass
International Society of Arboriculture (ISA) Certified Arborist	Pass	Pass
ACKNOWLEDGEMENTS		
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass
CERTIFICATIONS		
CERTIFICATION STATEMENT	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION ESTABLISHING PROJECT ACCOUNT ED2501 - ECONOMIC DEVELOPMENT SUPPORT AND TRANSFERRING BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$25,000 FROM PROJECT ACCOUNT ED2302 - REPAIR & MAINTENANCE RAIL LINES TO ED2501

SUMMARY:

This Resolution establishes a new project account ED2501 - Economic Development Support and transfers previously budgeted and appropriated funds in the amount of \$25,000.00 from project account ED2302 - Repair & Maintenance Rail Lines into the new account.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Mayor's Office is conducting direct outreach, coordination, and facilitation of economic development activities through. While the future intent is to formally establish a City Office of Economic Development to bridge existing service gaps, and improve cooperation and coordination with the Pueblo Economic Development Corporation (PEDCO), the Pueblo Urban Renewal Authority (PURA), City departments, and other stakeholders, this Resolution sets aside funds to initially carry out these activities using funds from the City's 1/2-cent sales tax revenues for economic development through the end of 2025.

A separate request will be submitted to City Council for consideration in the Mayor's 2026 budget to formally establish a new operating department along with an operating and capital budget to carry out ongoing economic development activities in the future.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$25,000.00 shall be transferred from project account ED2302 - Repair & Maintenance Rail Lines into project account ED2501 - Economic Development Support.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution will preclude the establishment of the new Economic Development Support account and associated fund transfer.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 16023

A RESOLUTION ESTABLISHING PROJECT ACCOUNT ED2501
- ECONOMIC DEVELOPMENT SUPPORT AND
TRANSFERRING BUDGETED AND APPROPRIATED FUNDS IN
THE AMOUNT OF \$25,000 FROM PROJECT ACCOUNT ED2302
- REPAIR & MAINTENANCE RAIL LINES TO ED2501

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project Account ED2501 - Economic Development Support is hereby established.

SECTION 2.

Funds in the amount of \$25,000.00 are hereby transferred from Project Account ED2302
- Repair & Maintenance Rail Lines into Project Account ED2501 - Economic Development
Support.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 23, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Noah Stamm, Civil Engineer Drainage

SUBJECT: A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$16,448.28 TO MILLER PIPELINE, LLC, FOR PROJECT NO. 24-021R, LAKE MINNEQUA WATER CONTROL GATES - REBID AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

This Resolution approves Contract Amendment No. 1 in the amount of \$16,448.28 to Miller Pipeline, LLC for Project No. 24-021R, Lake Minnequa Water Control Gates – Rebid for Construction and Control Gate Modifications.

PREVIOUS COUNCIL ACTION:

Resolution 15759, dated September 23, 2024, awarded a Construction Contract in the amount of \$72,148.00 and \$7,214.80 for contingencies and additional work, for project 24-021R, for Lake Minnequa Control Gates-Rebid.

BACKGROUND:

The original project, awarded to Miller Pipeline, LLC., consisted of removal and replacing stormwater pipe, installation of a manhole, and installation of control gates at Lake Minnequa. Contract Amendment No. 1 reflects the cost to provide additional modifications and construction to the original project. The cost of the additional work exceeds the threshold for administrative approval of a change order and a contract amendment will be required to award and complete the additional work.

This Resolution approves an amendment to increase the contract award amount previously awarded to Miller Pipeline, LLC.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$16,448.28, will be paid from project account SW2301 Lake

Minnequa Water Control Gates.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution would cancel the additional work necessary to complete the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-021R Lake Minnequa Water Control Gates Rebid - Amendment No 1

RESOLUTION NO. 16024

A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$16,448.28 TO MILLER PIPELINE, LLC, FOR PROJECT NO. 24-021R, LAKE MINNEQUA WATER CONTROL GATES - REBID AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, a Construction Contract was awarded to Miller Pipeline, LLC., under Contract Number 24-021R; and

WHEREAS, a contract amendment is requested to complete additional construction and modification of control gates; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Contract Amendment No. 1 to the Construction Contract for Project No. 24-021R, Lake Minnequa Water Control Gates – Rebid with Miller Pipeline, LLC., in the amount of \$16,448.28, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by the Amendment.

SECTION 2.

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

SECTION 3.

Funds in the amount of \$16,448.28 shall be from Project Account SW2301, Lake Minnequa Water Control Gates.

SECTION 4.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with the intent of this Resolution and the Amendment to implement the policies and procedures described herein. Furthermore, all actions previously taken by officers and staff of the City consistent with the Amendment, including any payments authorized under the contract, are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 23, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK

**AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT**

This Amendment No. 1 to a construction contract (“Amendment”) is executed to be effective as of June 24, 2025, by and between the City of Pueblo, a Colorado Municipal Corporation (“City”) and Miller Pipeline, LLC, an Indiana Company authorized to do business in the State of Colorado (“Contractor”).

WHEREAS, City and Contractor entered into that certain construction contract dated September 25, 2024, for Project 24-021R (SW2301) Lake Minnequa Water Control Gates - Rebid, the “Construction Agreement”; and

WHEREAS, City and Contractor desire to amend the Construction Agreement subject to the terms and conditions set forth herein.

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

1. The Detailed Change Order Listing attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement is amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in Exhibit 1. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment, including, but not limited to, furnishing Performance and Payment Bonds in compliance with Section 5.20 of the Invitation for Bid. The Performance and Payment Bonds shall be in the total amount of \$88,596.28, which amount includes the original contract amount of \$72,148.00 and the additional contract amount of \$16,448.28 contemplated by the additional work to be performed under this Amendment.

2. Except as expressly modified by this Amendment, the Construction Agreement shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the Construction Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Construction Agreement as it existed prior to this Amendment.

3. This Amendment 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.

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

MILLER PIPELINE, LLC

By _____
Raymond Swerdfeger, Vice President

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

By _____
Naomi Hedden, Director of Purchasing

ATTEST:

Marisa Stoller, City Clerk

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

Danny Nunn, Director of Finance

APPROVED AS TO FORM DEPARTMENT OF LAW:

Robert P. Jagger, Deputy City Attorney

Exhibit 1

Detailed Change Order Listing (16 pages)



AN ARTERA COMPANY

May 14th, 2025

To: City of Pueblo

Attn:

230 S Mechanic St

Pueblo, Colorado 81003

Subject: Lake Minnequa Control Gates Change Order

Dear Mr.

Below is the Breakdown of the change orders for the Lake Minnequa control Gate Project

Item #1 – 5’ Dia Manhole Modification

Original Contract Price	\$3,150.00	Tax	\$116.55	Total	\$3,266.55
Final Invoice Price	\$3,821.00	Tax	\$141.38	Total	\$3,962.38
				Difference	\$ 695.83
Added Alock Gaskets	\$669.00	Tax	\$24.75	Total	\$ 693.75
				Grand Total	\$1,389.58
			15%	OH & Profit	\$ 208.44
				Grand Total	\$1,598.02

Item #2 – 6’ Dia Manhole

Original Contract Price	\$4,050.00	Tax	\$149.85	Total	\$4,199.85
Final Invoice Price	\$5,656.00	Tax	\$209.27	Total	\$5,865.27
				Difference	\$1,665.42
Added Alock Gaskets	\$1,339.00	Tax	\$49.54	Total	\$1,388.54
Truck Time to Set Manhole Due to	\$ 150.00			Total	\$ 150.00
Weight				Grand Total	\$3,203.96
			15%	OH & Profit	\$ 480.59
				Grand Total	\$3,684.65

Item #3 – Modify Control Gates

Johnny’s Boiler Shop Invoice 2025-03-13-5542	\$3,645.65	Total	\$3,645.62
		15%	OH & Profit \$ 546.84
			Grand Total \$4,192.46



AN ARTERA COMPANY

Item #4 – Extra Avanti 202 Grout

Hot Shot Supply Invoice #23704	\$ 804.48	Total	\$ 804.48
	15%	OH & Profit	\$ 120.67
		Grand Total	\$ 925.15

Item #5 – Raven Coating

Per Work Order 001	\$3,793.09	Total	\$3,793.09
--------------------	------------	-------	------------

Item #6 – Locking Lids for Operating Stem

Per Work Order 002	\$2,135.75	Total	\$2,135.75
--------------------	------------	-------	------------

Item #7 – Replacements Bolts

Lightning Bolt, Inc. Invoice #267900	\$ 103.62	Total	\$ 103.62
	15%	OH & Profit	\$ 15.54
		Grand Total	\$ 119.16

Item #1 – 5’ Dia Manhole Modification	\$ 1,598.02		
Item #2 – 6’ Dia Manhole	\$ 3,684.65		
Item #3 – Modify Control Gates	\$ 4,192.46		
Item #4 – Extra Avanti 202 Grout	\$ 925.15		
Item #5 – Raven Coating	\$ 3,793.09		
Item #6 – Locking Lids for Operating Stem	\$ 2,135.75		
Item #7 – Replacements Bolts	\$ 119.16		
Grand Total	\$16,448.28		

If you have any questions or comments, feel free to contact me at 547-0242

Sincerely



Jason M Kendall / Project Manager

Boughton's Precast, Inc.

1724 Aspen Circle Pueblo, CO 81006
phone: (719) 545-3263 fax: (719) 545-3269



Project Name: Pueblo Lake Minnequa Water Control Gates
Project Location: Pueblo, Colorado

QUOTATION
022124-01

<u>Quantity</u>	<u>U/M</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	each	60" ID Precast concrete manhole 10.65' deep for 24" RCP pipe line	3,150.00	3,150.00
1	each	72" ID Precast concrete manhole 10.65' deep for 36" RCP pipe line	4,050.00	4,050.00
		Note: Manholes include cast iron ring & cover, flattop and barrel sections, base, pipe penetration openings, joint sealant, and steps.		
16	In. ft.	24" RCP, C-76, Class III, B&S	56.25	900.00
16	In. ft.	36" RCP, C-76, Class III, B&S	109.50	1,752.00
			Total	9,852.00

All of the above prices are net prices, subject to applicable sales taxes. These prices also include delivery to the job site, based on full truck load quantities, and unloaded as close to the excavations by our trucks under their own power in conformance with current OSHA regulations.

The quantities listed above are estimates and we do not guarantee the accuracy of this take off. The project will be invoiced for quantities as they are shipped. Our terms are Net 30 Days with no retainage allowed.

Thank you,
Rodney Boughton
Boughton's Precast, Inc.

Invoice

Boughton's Precast, Inc.

1724 Aspen Circle
Pueblo, CO 81006

Customer No.: MILLER

Invoice No.: 53314

Bill To: **Miller Pipeline LLC**
coloradobilling@millerpipeline.com
421 E. Industrial Blvd.
Pueblo West, CO 81007

Ship To: **Lake Minnequa #24082**
Tax cert pending 10/15/24
Ryan 719-568-3022
Pueblo, CO

Date	Ship Via	F.O.B.	Terms		
03/20/2025	Boughton's -Donnie	Destination	Net 30		
Purchase Order Number	Order Date	Sales Person	Our Order Number		
24082	03/18/2025		55822		
Quantity		Item Number	Description	Unit Price	Amount
Required	Shipped				

60" MH for 24" Sluice Gate
This MH Complete.

1	1	60MH	60"ID Precast concrete MH Built to Specifications Includes: 1) 60" x 48" T&G Barrel 1) 60" Ecc T&G FT 1) 60" x 12" T&G Barrel 1) 24" x 4" CIR&C Pueblo Storm 6) Rolls 1-1/2" Sealant 9) Steps	3821.00	3821.00
---	---	------	---	---------	---------

Invoice subtotal 3821.00
Sales tax @ 3.70000% 141.38

Invoice total 3962.38

Thank You

Invoice

Boughton's Precast, Inc.

1724 Aspen Circle
Pueblo, CO 81006

Customer No.: MILLER

Invoice No.: 53288

Bill To: **Miller Pipeline LLC**
coloradobilling@millerpipeline.com
421 E. Industrial Blvd.
Pueblo West, CO 81007

Ship To: **Lake Minnequa #24082**
Tax cert pending 10/15/24
Ryan 719-568-3022
Pueblo, CO

Date	Ship Via	F.O.B.	Terms		
03/17/2025	Boughton's - Rusty	Destination	Net 30		
Purchase Order Number	Order Date	Sales Person	Our Order Number		
24082	03/13/2025		55791		
Quantity		Item Number	Description	Unit Price	Amount
Required	Shipped				

1	1	60MH	60" MH base for 24" Sluice Gate Partial Manhole > Will finish billing upon completion of delivery	0.00	0.00
2	2	MHGSKT	60"ID Precast concrete MH Built to Specifications Includes: 1) 60" x 50" Base Special Order 34" ALOK Gaskets	334.50	669.00
				Invoice subtotal	669.00
				Sales tax @ 3.70000%	24.75
				Invoice total	693.75

Thank You

Invoice

Boughton's Precast, Inc.

1724 Aspen Circle
Pueblo, CO 81006

Customer No.: MILLER

Invoice No.: 53313

Bill To: **Miller Pipeline LLC**
coloradobilling@millerpipeline.com
421 E. Industrial Blvd.
Pueblo West, CO 81007

Ship To: **Lake Minnequa #24082**
Tax cert pending 10/15/24
Ryan 719-568-3022
Pueblo, CO

Date	Ship Via	F.O.B.	Terms	
03/20/2025	Boughton's -Donnie	Destination	Net 30	
Purchase Order Number	Order Date	Sales Person	Our Order Number	
24082	03/18/2025		55821	
Quantity			Unit Price	Amount
Required	Shipped	B.O.		

72" MH base for 36" Sluice Gate > this MH now complete.

Quantity	Item Number	Description	Unit Price	Amount
1	72MH	72"ID Precast concrete MH Built to Specifications Includes: 1) 72" x 36" T&G Barrel 1) 72" x 12" T&G Barrel 1) 72" x Ecc T&G FT 1) 24" x 4" CIR&C Pueblo Storm 6) Rolls 1-1/2" Sealant 10) Steps	5356.00	5356.00
1	72MH	72"ID Precast concrete MH Built to Specifications 72" to 60" mh adapter	300.00	300.00

Invoice subtotal	5656.00
Sales tax @ 3.70000%	209.27
Invoice total	5865.27

Thank You

Invoice

Boughton's Precast, Inc.

1724 Aspen Circle
Pueblo, CO 81006

Customer No.: MILLER

Invoice No.: 53289

Bill To: Miller Pipeline LLC
coloradobilling@millerpipeline.com
421 E. Industrial Blvd.
Pueblo West, CO 81007

Ship To: Lake Minnequa #24082
Tax cert pending 10/15/24
Ryan 719-568-3022
Pueblo, CO

Date	Ship Via	F.O.B.	Terms			
03/17/2025	Boughton's - Rusty	Destination	Net 30			
Purchase Order Number		Order Date	Sales Person		Our Order Number	
24082		03/13/2025			55792	
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				

72" MH base for
36" Sluice Gate
Partial Manhole >

will finish billing upon
completion of delivery

1	1	72MH	72"ID Precast concrete MH Built to Specifications	0.00	0.00
---	---	------	--	------	------

Includes:

1) 72" x 72" Base

2	2	MHGSKT	Special Order 48" ALOK Gaskets	669.50	1339.00
---	---	--------	-----------------------------------	--------	---------

1.500	1.500		Excess time on jobsite 1.5 hrs.	100.00	150.00
-------	-------	--	------------------------------------	--------	--------

Invoice subtotal 1489.00

Sales tax @ 3.70000% 49.54

Invoice total 1538.54

Thank You

Contact Us:

Johnny's Boiler Shop
303 South Santa Fe Ave
Pueblo CO, 81003
(719) 544-2170
Shop@JohnnysBoiler.com



Job:

ID: 6521
Date Requested:
3/5/2025 11:48:30 AM
Due:3/8/2025 1

Customer:

KR Swerdfeger - Miller Pipeline
421 E Industrial Blvd
Pueblo West
CO
81007

Contact:

Justin Bell
(719) 252-8854
justinb@krsverd.com

Description:

Extend top and bottom of rolled plate 6" plate rolled to radius with holes to match the plate "4" overhang"

Materials:

ID:	Product:	Quantity (Ft):	Price:
2462	Steel A-36 Standard Plate Thickness (C): 3/8	16	\$489.92

Services:

Employee:	Service:	Labor Hours:	Total:
65	Tech Labor	8.7	\$1,435.50
92	Tech Labor	10.2	\$1,683.00

PLEASE MAKE CHECKS PAYABLE TO:

Johnny's Boiler Shop

Electronic Transfers: Wells Fargo Bank, N.A.
420 Montgomery St. San Francisco, CA. 94104 USA

Account Name: Johnny's Boiler Shop

Acct #: 1241758075 IBAN/Swift #: WFBIUS6S

ABA/Routing/Sort #: 102000076

Total Materials:	\$489.92
Service Total:	\$3,118.50
Sub Total:	\$3,608.42
Tax:	\$37.23
Total:	\$3,645.65

Thank you for Choosing Johnny's!

Hot Shot Supply Co.

5351 Lincoln St
DENVER, CO 80216 US
+1 7203521869
erin@hotshotsupplyco.com
www.hotshotsupplyco.com



INVOICE

BILL TO	SHIP TO	SHIP DATE	04/04/2025	INVOICE	23704
Jill Monter	Jill Monter			DATE	04/04/2025
Miller Pipeline	Miller Pipeline			TERMS	Net 30
Miller Pipeline	Will call / 5351 Lincoln St			DUE DATE	05/04/2025
421 East Industrial Blvd.	Denver CO				
Attn: Jill	Pueblo West,				
Pueblo West, CO 81007	Co 81006				

ORDERED BY / PHONE NUMBER	CUSTOMER PO / JOB NAME
Clint /	24082 /

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Avanti 202 Multi-Grout Cartridge	24	32.00	768.00T

Contact Hot Shot Supply Co. to pay.	SUBTOTAL	768.00
	TAX (4.75%)	36.48
	TOTAL	804.48
	BALANCE DUE	\$804.48

Print: _____
 Sign: _____
 Date: _____

A 3% surcharge will be added to invoices totaling over \$3,000.00 that are paid by credit card

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

Work Order Number 001

PROJECT Lake Minnequa Water Control Gates DATE 4/10/2025
 WORK DESCRIPTION Raven Coat MH to Stop Leak
 REASON FOR WORK ORDER _____

LABOR:

CLASS	NAME	HOURS	RATE	COST PER HR.	TOTAL
Foreman	Carlos Baca	11	\$88.00	\$88.00	968.00
Laborer	Rickey Gleason-Johnson	11	\$59.00	\$59.00	649.00
Laborer	Josean Ruiz Crespo	7	\$59.00	\$59.00	413.00
				\$0.00	0.00
				\$0.00	0.00
				\$0.00	0.00
				\$0.00	0.00
				\$0.00	0.00

LABOR SUBTOTAL w/ O.H. \$2,030.00

EQUIPMENT:

Number	Type	Hours	Rate	Total
PK121	3/4 Ton PU w/ Tools	11	\$15.00	\$165.00
TK101	Kenworth T270	2	\$55.00	\$110.00
TR104	Raven Trailer	7	\$72.00	\$504.00
				\$0.00
				\$0.00
				\$0.00

EQUIPMENT SUBTOTAL \$779.00

LABOR AND EQUIPMENT TOTAL \$2,809.00

MATERIAL AND/OR SUBCONTRACTOR USED:

Description	Quantity	Unit Price	Total
Raven Coating	1 LS	\$855.73	\$855.73
			\$0.00

MATERIAL AND/OR SUBCONTRACTOR SUBTOTAL \$855.73

15% Mark-Up Materials and or Subcontractor \$128.36

MATERIAL AND/OR SUBCONTRACTOR TOTAL \$984.09

GRAND TOTAL \$3,793.09

 (Signature - Contractor)

 (Signature - Owner / Inspector)



We protect and
beautify the world™

PPG Architectural Finishes, Inc.
One PPG Place, PITTSBURGH, PA 15272

Number of Pages: 1 of 2

Invoice

Invoice Date

03/19/2025

Invoice #

7265386761

Purchase Order #

25090

Bill of Lading #

7384615

Pro #

00223677384615015

Customer Bill To: MILLER PIPELINE LLC

Ship To: MILLER PIPELINE LLC

Send Payment To:

PPG Protective and Marine Coatings

421 EAST INDUSTRIAL BOULEVARD

421 East Industrial Boulevard

P O Box 830225

PUEBLO CO 81007

PUEBLO CO 81007

PHILADELPHIA, PA 19182-0225

USA

USA

Customer Service: 888-977-4762

Customer # 6102864

Customer # 1194068

Credit Department: 855-762-2847

Salesperson	Vessel/Project	Shipping Via	Freight Terms	Shipping Point	Incoterms	Shipped Date	Payment Terms	Payment Due Date
RUS313 KENNEDY GARY		SATA MOTOR FREIGHT LINE INC	PPA PREPAID AND ADD	US73 Kansas City		03/18/2025	Within 60 days due net	05/18/2025

Item	Article #/Product Code	Description	Unit Quantity	Ordered	Shipped	Unit Price	Extended Line Total
0010	00467194 / RAY405U/220U Supplied as:	RAVEN 405 BLUE UNLINED SEPT	2 PC	2 PC	2 PC	17,992.83 USD / PC	35,985.66 USD
0020	00465055 / 405-A/55	RAVEN 405 WHITE UNLINED - A	6 PC	6 PC	6 PC		
0030	00465059 / 4056742-B/55	RAVEN 405 BLUE UNLINED - B Freight cost DELIVER BY 3/21 Clint Eaks 719-252-8840 gkenedy@ppg.com	2 PC	2 PC	2 PC		609.84 USD
Quantity Totals			2	2	2		
Total Gallons Ordered			440.000	Total Gallons Shipped		440.000	
Subtotal						36,595.50	
Sales Tax						7.60 %	2,781.26
Total							39,376.76



Ask us about getting emailed invoices!

Thank you for your business!

This acknowledges receipt of your Purchase Order No. 25090, dated 03/19/2025 (the "Order"), which acknowledgment is exclusively for identification to subject matter. Any terms, conditions or provisions of the Order are hereby expressly rejected. The Order will be processed and billed subject to the pricing, payment terms and other provisions of the current signed agreement between you and PPG Protective & Marine Coatings, Inc. ("PMC"), if any. If no such agreement exists, then the Standard Terms and Conditions of Sales that are found at <http://www.ppgpmc.com/About-us/terms-conditions.aspx> (or, if you have no computer access, for a copy call 1-888-977-4762) apply to your Order, as modified by the pricing, payment terms, quantities, and any other commercial provisions that you have been advised of by your PMC sales person as confirmed in PMC's internal records.

We protect and beautify the world is a trademark of PPG Industries Ohio, Inc.



We protect and beautify the world™

PPG Architectural Finishes, Inc.
One PPG Place, PITTSBURGH, PA 15272

Number of Pages: 2 of 2

Invoice

Invoice Date

03/19/2025

Invoice #

7265386761

Purchase Order #

25090

Bill of Lading #

7384615

Pro #

00223677384615015

Customer Bill To: MILLER PIPELINE LLC

421 EAST INDUSTRIAL BOULEVARD
PUEBLO CO 81007
USA

Customer # 6102864

Ship To: MILLER PIPELINE LLC

421 East Industrial Boulevard
PUEBLO CO 81007
USA

Customer # 1194068

Send Payment To:

PPG Protective and Marine Coatings
P O Box 830225
PHILADELPHIA, PA 19182-0225

Customer Service: 888-977-4762
Credit Department: 855-762-2847

Salesperson	Vessel/Project	Shipping Via	Freight Terms	Shipping Point	Incoterms	Shipped Date	Payment Terms	Payment Due Date
RUS313 KENNEDY GARY		SATA MOTOR FREIGHT LINE INC	PPA PREPAID AND ADD	US73 Kansas City		03/18/2025	Within 60 days due net	05/18/2025

Item	Article #/Product Code	Description	Unit Quantity	Ordered	Shipped	Unit Price	Extended Line Total
		DELIVER BY 3/21 Clint Eaks 719-252-8840 gkennedy@ppg.com					
Quantity Totals			2	2			
Total Gallons Ordered						440.000	
Total Gallons Shipped						440.000	
			Subtotal				36,595.50
			Sales Tax			7.60 %	2,781.26
			Total				39,376.76



Ask us about getting emailed invoices!

Thank you for your business!

This acknowledges receipt of your Purchase Order No. 25090, dated 03/19/2025 (the "Order"), which acknowledgment is exclusively for identification to subject matter. Any terms, conditions or provisions of the Order are hereby expressly rejected. The Order will be processed and billed subject to the pricing, payment terms and other provisions of the current signed agreement between you and PPG Protective & Marine Coatings, Inc. ("PMC"), if any. If no such agreement exists, then the Standard Terms and Conditions of Sales that are found at <http://www.ppgpmc.com/About-Us/Terms-Conditions.aspx> (or, if you have no computer access, for a copy call 1-888-977-4762) apply to your Order, as modified by the pricing, payment terms, quantities, and any other commercial provisions that you have been advised of by your PMC sales person as confirmed in PMC's internal records.

We protect and beautify the world is a trademark of PPG Industries Ohio, Inc.

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

Work Order Number 002

PROJECT Lake Minnequa Water Control Gates DATE 4/29/2025
 WORK DESCRIPTION Install Covers for Operating Rod
 REASON FOR WORK ORDER _____

LABOR:

CLASS	NAME	HOURS	RATE	COST PER HR.	TOTAL
Foreman	Ryan Bonjour	4	\$88.00	\$88.00	352.00
				\$0.00	0.00
Pipe Layer	Kai Geringer	4	\$64.00	\$64.00	256.00
Laborer	Duncan Thomas	4	\$59.00	\$59.00	236.00
				\$0.00	0.00
				\$0.00	0.00
				\$0.00	0.00
				\$0.00	0.00
				\$0.00	0.00
LABOR SUBTOTAL w/ O.H.					\$844.00

EQUIPMENT:

Number	Type	Hours	Rate	Total
PK119	3/4 Ton PU w/ Tools	4	\$15.00	\$60.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
EQUIPMENT SUBTOTAL				\$60.00
LABOR AND EQUIPMENT TOTAL				\$904.00

MATERIAL AND/OR SUBCONTRACTOR USED:

Description	Quantity	Unit Price	Total
Johnnys Boiler Shop	1 LS	\$952.05	\$952.05
United Rentals	1 LS	\$119.04	\$119.04
MATERIAL AND/OR SUBCONTRACTOR SUBTOTAL			\$1,071.09
15% Mark-Up Materials and or Subcontractor			\$160.66
MATERIAL AND/OR SUBCONTRACTOR TOTAL			\$1,231.75
GRAND TOTAL			\$2,135.75

 (Signature - Contractor)

 (Signature - Owner / Inspector)

Contact Us:

Johnny's Boiler Shop
303 South Santa Fe Ave
Pueblo CO, 81003
(719) 544-2170
Shop@JohnnysBoiler.com



Job:

ID: 6567
Date Requested:
4/1/2025 4:27:47 PM
Due: 4/4/2025 1

Customer:

KR Swerdfeger - Miller Pipeline
421 E Industrial Blvd
Pueblo West
CO
81007

Contact:

Justin Bell
(719) 252-8854
justinb@krswerd.com

Description:

Fab 2 valve covers with anchor plate (1/4" steel with anchor holes for 6" dia pipe) and 25 Aluminum flat straps (2"x1/8" x 60 with 5/8" holes 2.5" from each end to center)

Materials:

ID:	Product:	Quantity (Ft):	Price:
2460	Steel A-36 Standard Plate Thickness (C): 1/4	6	\$122.52 ✓
5501	Aluminum 6061-T6 Bar Flat Width (B): 2 Thickness (C): 0.125 (1/8)	125	\$422.63

Services:

Employee:	Service:	Labor Hours:	Total:
65	Water Jet	1	\$165.00 ✓
17	Tech Labor	1	\$165.00
65	Tech Labor	4	\$660.00 ✓

PLEASE MAKE CHECKS PAYABLE TO:

Johnny's Boiler Shop

Electronic Transfers: Wells Fargo Bank, N.A.
420 Montgomery St. San Francisco, CA. 94104 USA

Account Name: Johnny's Boiler Shop

Acct #: 1241758075 IBAN/Swift #: WFBIUS6S

ABA/Routing/Sort #: 102000076

Total Materials:	\$545.15
Service Total:	\$990.00
Sub Total:	\$1,535.15
Tax:	\$41.43
Total:	\$1,576.58

Thank you for Choosing Johnny's!



245778121-001

BRANCH 025
221 SANTA FE DRIVE
PUEBLO CO 81006-1140
719-543-7426

JOB SITE

LAKE
2035 LAKE AVE
PUEBLO CO 81004

Office: 719-547-0242 Job: 719-547-0242

Customer # : 1237435
Invoice Date : 03/20/25
Rental Out : 03/19/25 05:00 PM
Rental In : 03/20/25 08:16 AM
UR Job Loc : 2035 LAKE AVE, PUEBL
UR Job # : 705
Customer Job ID:
P.O. # : 24082
Ordered By : RYAN BONJOUR
Reserved By : MOISES AGUILAR
Salesperson : SEAN BIRRER

MILLER PIPELINE MOUNTAIN REGIO
421 E INDUSTRIAL BLVD
PUEBLO WEST CO 81007-1415

Invoice Amount: \$119.04

Terms: Net 60 Days
Payment options: Contact our credit office 704-967-4554
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:								
Qty	Equipment	Description	Minimum	Day	Week	4 Week		Amount
1	11501414	CORE DRILL ELECTRIC 17-23 AMP Make: HILTI Model: DD-250 Serial: 107268	60.00	20.00	141.00	563.00		60.00
1	181/7261	DIAMOND CORE BIT 6"	33.19	50.63	145.13	412.31		50.63
							Rental Subtotal:	110.63
							Agreement Subtotal:	110.63
							Tax:	8.41
							Total:	119.04

COMMENTS/NOTES:

CONTACT: RYAN BONJOUR
CELL#: 719-568-3022

REGULAR BUSINESS HOURS: MONDAY THROUGH FRIDAY 7:00AM TO 5:00PM.

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



LIGHTNING BOLT, INC.

"FOCUSED ON FASTENERS"

948 S. Santa Fe Ave
 Pueblo, CO 81006
 Phone: (719) 299-4400 / (844) 229-8755 * Fax: (719) 569-7973 / (844) 597-0449

INVOICE

DATE	INVOICE NO.	PAGE
02-21-25	267900	1 of 1
Branch: Pueblo JOB #: Justin Bell		

BILL TO:
 Miller Pipeline, LLC - Mountain Region (formerly K.R. Swerdfeger)
 421 E. Industrial Blvd.
 Pueblo West, CO 81007
 USA

SHIP TO:
 Miller Pipeline, LLC - Mountain Region (formerly K.R. Swerdfeger)
 421 E. Industrial Blvd.
 Pueblo West, CO 81007
 USA

Ship Via		Payment Terms		Invoice Due	Shipped On	Entered By	Ordered By		
Will Call		NET 30		03-23-25	02-21-25	Eddy Wadell	Justin Bell		
Line	Item No.	Ordered	Ship	B/O	Description	Tax \$	Unit \$	Total \$	
1	6TR1-50C	4	4	0	1/2-13 x 6' Thread Rod 18-8	4.25	18.00000	72.00	
2	FHN1-50C	30	30	0	1/2-13 Finished Hex Nut 18-8	0.39	0.22000	6.60	
3	FW1-50	30	30	0	1/2 Flat Washer 18-8	0.20	0.11000	3.30	
4	ASN-08	1	1	0	Anti-Seize, Nickel, 8oz Brush Top Can	0.94	15.95000	15.95	
					Notes or Prepaid Amount (if any): *See Remittance Address &- Invoice Notes Below.				

****SEND PAYMENTS TO: Lightning Bolt Inc. ~ PO Box 7643 ~ Colorado Springs, CO 80933**

PLEASE ADVISE ANY DISCREPANCIES -OR- ISSUES 30 Day return policy applies to standard items and must be packed in original full qty boxes. Special made items are non-returnable. Please contact Lightning Bolt before returning any products. Items returned may be subject to a restocking fee and cost of return freight.						
Page	Sub Total	Freight Charges	Other	Sales Tax	Total Due	Date Due
1 of 1	\$97.85	\$0.00	\$0.00	\$5.77	\$103.62	03-23-25



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER IN THE NAME OF THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FEDERAL FISCAL YEAR 2025 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS AND TO BIND THE CITY OF PUEBLO'S, A COLORADO MUNICIPAL CORPORATION'S, COMPLIANCE THEREWITH

SUMMARY:

The Resolution authorizes the Mayor to make, execute and deliver, in the name of the City of Pueblo, a Colorado Municipal Corporation, Federal Fiscal Year 2025 Certifications and Assurances for Federal Transit Administration (FTA) Assistance Programs and to bind the City of Pueblo's, a Colorado Municipal Corporation's, compliance therewith.

PREVIOUS COUNCIL ACTION:

Federal Transit Administration (FTA) Certifications and Assurances are approved by City Council on an annual basis.

BACKGROUND:

FTA's comprehensive compilation of the Federal Fiscal Year 2025 Certifications and Assurances must be approved and binding on the City for all Federal Assistance Programs FTA administers during Federal Fiscal year 2025, as required by 49 U.S.C. 5323(n).

FINANCIAL IMPLICATIONS:

Failure to approve the Resolution will result in FTA's withholding of an estimated allocation of \$3,100,000 for Transit Operating funds for calendar year 2025.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board of Directors approve this Resolution.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 2025 Certifications and Assurances

RESOLUTION NO. 16025

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER IN THE NAME OF THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FEDERAL FISCAL YEAR 2025 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS AND TO BIND THE CITY OF PUEBLO'S, A COLORADO MUNICIPAL CORPORATION'S, COMPLIANCE THEREWITH

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council of Pueblo approves, and the Mayor is authorized to make, execute, and deliver, in the name of the City of Pueblo, a Colorado Municipal Corporation, a Resolution approving and authorizing the Mayor to make, execute and deliver, in the name of the City of Pueblo, a Colorado Municipal Corporation, Federal Fiscal Year 2025 Certifications and Assurances for Federal Transit Administration Assistance Programs and to bind the City of Pueblo's, a Colorado Municipal Corporation's, compliance therewith Federal Fiscal Year 2025 Certifications and Assurances for Federal Transit Administration (FTA) Assistance Programs, which are attached hereto, and to bind the City of Pueblo's, a Colorado Municipal Corporation's, compliance therewith.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: June 23, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

FEDERAL FISCAL YEAR 2025 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: _____

The Applicant certifies to the applicable provisions of all categories: *(check here)* _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Private Sector Protections	_____
05 Transit Asset Management Plan	_____
06 Rolling Stock Buy America Reviews and Bus Testing	_____
07 Urbanized Area Formula Grants Program	_____
08 Formula Grants for Rural Areas	_____
09 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
10 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____
11 Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____

12 State of Good Repair Grants

13 Infrastructure Finance Programs

14 Alcohol and Controlled Substances Testing

15 Rail Safety Training and Oversight

16 Demand Responsive Service

17 Interest and Financing Costs

18 Cybersecurity Certification for Rail Rolling Stock and Operations

19 Tribal Transit Programs

20 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may seek in the future, of federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm the Applicant has the authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JAMES SALAZAR TO SERVE A FOUR-YEAR TERM EXPIRING JULY 1, 2029, ON THE PLANNING & ZONING COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of James Salazar to serve a four-year term expiring July 1, 2029, on the Planning & Zoning Commission.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the term expiration of James Salazar and Elizabeth 'Lisa' Bailey, there are two appointments available to serve a four-year term on the Planning & Zoning Commission. All candidates were interviewed by the Mayor.

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.16034

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JAMES SALAZAR TO SERVE A FOUR-YEAR TERM EXPIRING JULY 1, 2029, ON THE PLANNING & ZONING COMMISSION

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of James Salazar to the Planning & Zoning Commission to serve a four-year term expiring July 1, 2029, shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: June 23, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MELANIE BRAVO TO SERVE A FIVE-YEAR TERM EXPIRING JULY 1, 2030, ON THE PUEBLO HOUSING AUTHORITY BOARD OF DIRECTORS

SUMMARY:

This Resolution confirms the appointment by the Mayor of Melanie Bravo to serve a five-year term expiring July 1, 2030, on the Pueblo Housing Authority Board of Directors.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to term expirations, there is one spot available to complete a term on the Pueblo Housing Authority Board of Directors. Candidates were interviewed by the Mayor. Ms. Bravo is the incumbent and eligible to serve another term.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.16026

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MELANIE BRAVO TO SERVE A FIVE-YEAR TERM EXPIRING JULY 1, 2030, ON THE PUEBLO HOUSING AUTHORITY BOARD OF DIRECTORS

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Melanie Bravo to the Pueblo Housing Authority Board of Directors; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Melanie Bravo to the Pueblo Housing Authority Board of Directors to serve a five-year term expiring July 1, 2030, shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: June 23, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MEMBERS TO SERVE TERMS ON THE PUEBLO COMMISSION ON ENERGY

SUMMARY:

This Resolution confirms the Mayor's appointment of members to the Pueblo Commission on Energy.

PREVIOUS COUNCIL ACTION:

On January 15, 2025, by Ordinance 10883, City Council amended Chapter 5 of Title II of the Pueblo Municipal Code, to reconstitute the Pueblo Commission on Energy.

BACKGROUND:

Following the approval of Ordinance 10883, postings were made in The Pueblo Chieftain, the City's webpage, and social media announcing openings for this commission. Mayor Graham interviewed the applicants and made the following ten appointments, subject to City Council confirmation. Commissioner terms of office have been staggered to ensure continuity of the Commission's mission.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.16027

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MEMBERS TO SERVE TERMS ON THE PUEBLO COMMISSION ON ENERGY

WHEREAS, Mayor Graham has requested confirmation by the City Council of her appointments of ten (10) members to the Pueblo Commission on Energy; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment of James Bernal, Randy Thurston, George Andrews, Tony Huskey, and Taylor Oneal to the Pueblo Commission on Energy with terms ending July 31, 2027, shall be and is hereby confirmed.

SECTION 2.

The appointment of Patti Olenick, Ken Danti, Dave Decenzo, Mason Finn, and Jodie Hendershott to the Pueblo Commission on Energy with terms ending July 31, 2029, shall be and is hereby confirmed.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: June 23, 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: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF HERMINIO ANDREW RUYBAL TO SERVE A FOUR-YEAR TERM EXPIRING JUNE 30, 2029, ON THE ZONING BOARD OF APPEALS

SUMMARY:

This Resolution confirms the appointment by the Mayor of Herminio Andrew Ruybal to serve a four-year term expiring June 30, 2029, on the Zoning Board of Appeals.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to term expirations, there is one spot available to complete a term on the Zoning Board of Appeals.

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.16028

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF HERMINIO ANDREW RUYBAL TO SERVE A FOUR-YEAR TERM EXPIRING JUNE 30, 2029, ON THE ZONING BOARD OF APPEALS

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Herminio Andrew Ruybal to the Zoning Board of Appeals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Herminio Andrew Ruybal to the Zoning Board of Appeals to serve a four-year term expiring June 30, 2029 shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: June 23, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF ALBERTO HERRERA TO THE PUEBLO REGIONAL BUILDING PLUMBING BOARD OF APPEALS

SUMMARY:

This resolution ratifies the joint City-County appointment of member(s) to serve on the Pueblo Regional Building Plumbing Board of Appeals.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Pueblo Regional Building Plumbing Board of Appeals are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There is one (1) upcoming vacancy on the Pueblo Regional Building Department Plumbing Board of Appeals due to a term expiration. The vacancy's term will expire July 1, 2028 and is a joint appointment with the County of Pueblo.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVE

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda and reevaluate the applications or request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.16029

A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF ALBERTO HERRERA TO THE PUEBLO REGIONAL BUILDING PLUMBING BOARD OF APPEALS

WHEREAS, the Board of County Commissioners have duly convened and selected Alberto Herrera to serve a three-year term on the Pueblo Regional Building Plumbing Board of Appeals expiring on July 1, 2028; it is now the desire of the Pueblo City Council to ratify said appointment; and

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The joint appointment of Alberto Herrera to the Pueblo Regional Building Plumbing Board of Appeals to serve a three-year term expiring July 1, 2028, shall be and hereby is ratified.

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 immediately upon final passage.

INTRODUCED: June 23, 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: June 23, 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-25-12) TO THE HARP FOUNDATION, A COLORADO NONPROFIT CORPORATION, FOR THE USE OF ALAN HAMEL AVENUE BETWEEN SOUTH UNION AVENUE AND SANTA FE AVENUE AND MAIN STREET BETWEEN "D" STREET AND CITY CENTER DRIVE TO FACILITATE THEIR ANNUAL ROLLIN' 4TH OF JULY FIREWORKS CELEBRATION

SUMMARY:

Attached is a draft of a Revocable Permit (REV 25-12) submitted by the HARP Foundation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The HARP Foundation has submitted a Revocable Permit application (REV 25-12) for the use of Alan Hamel Avenue between South Union Avenue and Santa Fe Avenue and Main Street between "D" Street and City Center Drive to facilitate their annual Rollin' 4th of July Fireworks Celebration. The closures would be in effect from Friday, July 04, 2025, at 6:00 a.m. through Saturday, July 05, 2025, at 12:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from being able to close the roadways necessary to support the fireworks event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-12

RESOLUTION NO.16030

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-12) TO THE HARP FOUNDATION, A COLORADO NONPROFIT CORPORATION, FOR THE USE OF ALAN HAMEL AVENUE BETWEEN SOUTH UNION AVENUE AND SANTA FE AVENUE AND MAIN STREET BETWEEN "D" STREET AND CITY CENTER DRIVE TO FACILITATE THEIR ANNUAL ROLLIN' 4TH OF JULY FIREWORKS CELEBRATION

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV 25-12) is authorized to be issued to the HARP Foundation for the use of Alan Hamel Avenue between South Union Avenue and Santa Fe Avenue and Main Street between "D" Street and City Center Drive to facilitate their annual Rollin' 4th of July Fireworks Celebration.

SECTION 2.

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

SECTION 3.

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


SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 23, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
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: **HARP Authority 125 Riverwalk Place, Pueblo, CO 81003 719-595-0242**
2. Permitted Area: **Alan Hamel between South Union Avenue and Santa Fe Avenue and Main Street between "D" Street and City Center Drive.**
3. Purpose of Revocable Permit: **Street closure to facilitate the annual Rollin' on the Riverwalk 4th of July Fireworks Celebration Event.**
4. Commencement Date: **July 4, 2025 Time: 6:00am**
5. Ending Date: **July 5, 2025 Time: 12:00pm**

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 10 day of June, 2025.

PERMITTEE:

Organization or

Individual:

By:

Title:

HARP Authority
Shayla Keys Shayla Keys
CO Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 10th day of June, 2025 by Shayla Keys as CO Director

My commission expires: _____

Christy Barry
Notary Public

TACY SUZETTE BARRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007982
MY COMMISSION EXPIRES 02/28/2025

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

By _____

Heather Graham, Mayor



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 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 REVOCABLE PERMIT (REV-25-17) TO THE DIOCESE OF PUEBLO FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG THE 400 BLOCK OF CLARK STREET ON THE WEST SIDE AND THE 800 BLOCK OF EAST "B" STREET ON THE NORTH SIDE FOR THE PURPOSE OF HOSTING OUR LADY OF MOUNT CARMEL'S ANNUAL FESTIVAL AND PROCESSION

SUMMARY:

Attached is a resolution authorizing the issuance of a Revocable Permit (REV-25-17) to the Diocese of Pueblo for the use of the public right-of-way along the 400 block of Clark Street on the Westside and the 800 block of East "B" Street on the Northside for the purpose of hosting Our Lady of Mount Carmel's Annual Festival and Procession.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Diocese of Pueblo has submitted a Revocable Permit (REV-25-17) to the Diocese of Pueblo for the use of the public right-of-way along the 400 block of Clark Street on the Westside and the 800 block of East "B" Street on the Northside for the purpose of hosting Our Lady of Mount Carmel's Annual Festival and Procession from July 12, 2025, at 5:30 p.m., through July 13, 2025, at 10:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from hosting Our Lady of Mount Carmel's Annual Festival and Procession.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-17

RESOLUTION NO.16031

A RESOLUTION AUTHORIZING THE ISSUANCE OF REVOCABLE PERMIT (REV-25-17) TO THE DIOCESE OF PUEBLO FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG THE 400 BLOCK OF CLARK STREET ON THE WEST SIDE AND THE 800 BLOCK OF EAST "B" STREET ON THE NORTH SIDE FOR THE PURPOSE OF HOSTING OUR LADY OF MOUNT CARMEL'S ANNUAL FESTIVAL AND PROCESSION

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-17) to the Diocese of Pueblo for the use of the public right-of-way along the 400 block of Clark Street on the west side and the 800 block of East "B" Street on the north side for the purpose of hosting Our Lady of Mount Carmel's Annual Festival and Procession from July 12, 2025, at 5:30 p.m., through July 13, 2025, at 10:00 p.m.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 23, 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: **Diocese of Pueblo 101 N. Greenwood Street, Pueblo, Colorado 81003 719-544-9861 101 N. Greenwood Street**
2. Permitted Area: **The 400 block of Clark Street on the west side and the 800 block of East "B" Street on the north side**
3. Purpose of Revocable Permit: **Closure of the roadway to vehicular traffic to host Our Lady of the Mt. Carmel's annual festival and procession.**
4. Commencement Date: **July 12, 2025 Time: 5:30 P.M.**
5. Ending Date: **July 13, 2025 Time: 10:00 p.m.**

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

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

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 10th day of June, 2025.

PERMITTEE:

Organization or Individual:

By:

Title:

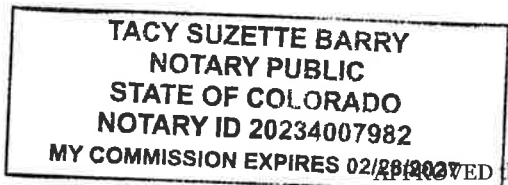
Diocese of Pueblo of Our Lady of Mount
Ronald S. Martinez Sr. Pastor of Mount Carmel
Event manager church

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 10th day of June, 2025 by Ronald Martinez Sr as Event Manager

My commission expires: _____



Tacy Suzette Barry
Notary Public

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

By _____
Heather Graham, Mayor



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 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 LEGAL SERVICES AGREEMENT WITH HOFFMANN, PARKER, WILSON, & CARBERRY, P.C.

SUMMARY:

This Resolution approves compensation for the legal services of Hoffman, Parker, Wilson, & Carberry, P.C.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

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 Hoffman, Parker, Wilson, & Carberry, P.C. is being retained to advise the City on specialized issues relating to urban renewal.

FINANCIAL IMPLICATIONS:

This firm's hourly rate for this engagement is \$325/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:

None

RESOLUTION NO.16035

A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH HOFFMANN, PARKER, WILSON, & CARBERRY, P.C.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Compensation for the legal services of Hoffman, Parker, Wilson, & Carberry, P.C. at the rate of \$325/hour 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: June 23, 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: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION APPROVING A PARKING FEE INCREASE FOR CITY-OWNED PARKING FACILITIES

SUMMARY:

This Resolution will set a new fee schedule for city-owned parking facilities.

PREVIOUS COUNCIL ACTION:

On November 12, 2001, City Council approved a Resolution increasing parking fees in city owned parking facilities.

BACKGROUND:

Monthly parking fees were last updated in 2001, years before the Main Street Parking Garage was constructed. It is necessary to increase fees to account for increased operating costs.

FINANCIAL IMPLICATIONS:

A projected increase of \$15,000.00 dollars annually is expected.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to pass this Resolution will preclude the Municipal Parking facilities to generate revenue to meet the increasing costs of operation.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 16032

A RESOLUTION APPROVING A PARKING FEE INCREASE FOR CITY-OWNED PARKING FACILITIES

WHEREAS, the City of Pueblo has determined the monthly parking fees presently established at the City owned parking facilities are not comparable with similar privately operated parking lots; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The monthly parking fees charged for parking in a City owned parking facility is changed as follows:

Uncovered parking facility	\$30.00 per month	\$50.00 per month
3 rd and Court parking lot	\$35.00 per month	\$55.00 per month
Covered parking facility	\$40.00 per month	\$60.00 per month
101 W Riverwalk parking lot		\$60.00 per month

The daily parking fees charged for parking in a City own parking facility is set as follows:

Uncovered parking facility	\$4.00 per day
3 rd and Court parking lot	\$4.00 per day
Covered parking facility	\$5.00 per day
101 W Riverwalk parking lot	\$5.00 per day


SECTION 2.

The parking fees shall become effective September 1, 2025.

INTRODUCED: June 23, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: June 23, 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 AND ACCEPTING THE AMENDED HOME-ARP GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"), AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION, ACCEPTING HOME-ARP GRANT FUNDS FROM HUD ON BEHALF OF THE PUEBLO CONSORTIUM IN THE AMOUNT OF \$3,090,925.00, AND BUDGETING AND APPROPRIATING THE HOME-ARP GRANT FUNDS

SUMMARY:

This Ordinance amends the City's HOME-ARP grant from the U.S. Department of Housing and Urban Development ("HUD") by increasing the amount by \$4,621.00, from \$3,090,925.00 to \$3,095,546.00, on behalf of the Pueblo Consortium.

The City of Pueblo and Pueblo County formed the Pueblo Consortium to qualify for HOME funds. HUD determines the percentage of funds allocated to consortium members. The current consortia distribution between the City and the County is based on a (87%/13%) share and the initial distribution of HOME-ARP funds equates to \$4,020.27 (City) and \$600.73 (County).

PREVIOUS COUNCIL ACTION:

Ordinance No. 10129 was passed on March 14, 2022, to accept the grant funds, and budget and appropriate the funds.

BACKGROUND:

As an entitlement community, the Pueblo Consortium, is eligible to receive grant funds authorized by the American Rescue Plan Act of 2021 (P.L. No. 117-2) from HUD. The intent of the grant is to respond to the negative effects of the pandemic by assisting

Qualified Populations through housing and related service activities. Examples of eligible activities are: supportive services, development of non-congregate shelter, permanent supportive housing, transitional housing, construction of new housing units, and rental assistance.

A Qualified Population is defined as: homeless, at risk of homelessness, victims (domestic/dating violence, human trafficking, sexual assault, stalking), and other populations with high housing instability and meeting specific grant criteria.

On June 3, 2025, HUD notified the City of Pueblo that an audit was conducted and it was determined that Pueblo’s formula funding was \$4,621.00 less than it should have been.

FINANCIAL IMPLICATIONS:

The Pueblo Consortium will allocate the additional \$4,621.00 in grant amount proportionally to how it was received when the initial allocation of HOME-ARP funding was allocated. No matching contribution is required for the grant. Fifteen percent (15%) of the grant may be allocated to administration (\$693.15), The grant to the Pueblo Consortium is shared with Pueblo County on an 87%/13% City/County basis. The grant funds are to be allocated as follows:

Fund Name	Fund Use	Initial Allocation	Additional Allocation June 2025
HOARP-10	City Administration	\$423,456.00	\$633.08
HOARP-20	County Administration	\$40,182.00	\$60.07
HOARP-30	County Projects	\$341,548.00	\$510.62
HOARP-40	City Projects	\$2,285,739.00	\$3,417.23
		\$3,090,925.00	\$4,621.00

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The City Council can choose not to accept the grant funds and the associated requirements.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Amended HOMEARP Contract
2. Amended HOMEARP Pueblo, CO Letter from HUD

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING THE AMENDED HOME-ARP GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"), AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION, ACCEPTING HOME-ARP GRANT FUNDS FROM HUD ON BEHALF OF THE PUEBLO CONSORTIUM IN THE AMOUNT OF \$3,090,925.00, AND BUDGETING AND APPROPRIATING THE HOME-ARP GRANT FUNDS

WHEREAS, the American Rescue Plan Act of 2021 (P.L. No. 117-2) authorized the provision of funds to the U.S. Department of Housing and Urban Development under Section 3205 for homeless assistance and supportive services programs; and

WHEREAS, the U.S. Department of Housing and Urban Development provides HOME Investment Partnership funding authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12721) to entitlement communities for the development of affordable housing and rental assistance programs; and

WHEREAS, the U.S. Department of Housing and Urban Development has developed and made available to entitlement communities HOME-ARP Grant funding to provide homelessness assistance and supportive services to qualified populations; and

WHEREAS, the Pueblo Consortium is a HOME entitlement community eligible to receive HOME-ARP Grant funding; and

WHEREAS, the City of Pueblo acting as the Participating Jurisdiction of the Pueblo Consortium wishes to receive the HOME-ARP funding available to entitlement communities for the development of affordable housing and associated supportive services; NOW THEREFORE,

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

SECTION 1.

The HOME ARP Grant Agreement ("Agreement") between the City of Pueblo, a Municipal Corporation, and the U.S. Department of Housing and Urban Development, for the development of affordable housing and associated supportive services, a copy of which is attached hereto 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 Mayor is hereby authorized to submit, in the name of the City of Pueblo and the Pueblo Consortium, all necessary certifications, assurances, action plans, and other documentation to the U.S. Department of Housing and Urban Development in accordance with the Agreement.

SECTION 4.

Special Fund No. 255 - HOME-ARP Affordable Housing and Supportive Services Project is hereby established.

SECTION 5.

Funds in the amount of \$3,090,925.00 shall be accepted pursuant to the Agreement and are hereby budgeted and appropriated to Special Fund No. 255 - HOME-ARP Affordable Housing and Supportive Services Project, and distributed into the following accounts accordingly:

HOARP-10 City Administration	\$ 423,456
HOARP-20 County Administration	\$ 40,182
HOARP-30 County Projects	\$ 341,548
HOARP-40 City Projects	\$2,285,739
Total	\$3,090,925

SECTION 6.

Staff is authorized to expend up to \$154,546.00 in Administration funds for planning and development of grant activities prior to receipt of the remaining grant funds.

SECTION 7.

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

SECTION 8.

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 9.

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

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act
Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name (must match name associated with 3b.) and Address Pueblo Consortium 1 City Hall Place Pueblo, CO 81003-4201			2. Grant Number (Federal Award Identification Number (FAIN)) M21DP080205	
			3a. Tax Identification Number 846000615	3b. Unique Entity Identifier (formerly DUNS) NJK3BNUDRHJ7
			4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030
6. Previous Obligation (Enter "0" for initial FY allocation)			\$3,090,925.00	
a. Formula Funds			\$3,090,925.00	
7. Current Transaction (+ or -)			\$4,621.00	
a. Administrative and Planning Funds Available on Federal Award Date			\$	
b. Balance of Administrative and Planning Funds			\$	
c. Balance of Formula Funds			\$4,621.00	
8. Revised Obligation			\$3,095,546.00	
a. Formula Funds			\$3,095,546.00	
9. Special Conditions (check applicable box) <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached			10. Federal Award Date (HUD Official's Signature Date) (mm/dd/yyyy) 9 / 20 / 2021	
11. Indirect Cost Rate*			12. Period of Performance Date in Box #10 - 09/30/2030	
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>	* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.	
—	—%			
—	—%			
—	—%			
—	—%			

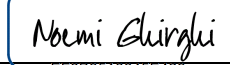
The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice) (as is now in effect and as may be amended from time to time), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval, and as amended from time to time), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice (both as are now in effect and as may be amended from time to time). To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice as it may be amended from time to time. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 30th of the 6th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001) [2023-05698.pdf \(govinfo.gov\)](#), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Noemi Ghirghi Acting CPD Director, Denver		14. Signature 	15. Date 5/30/2025
16. For the Grantee (Name and Title of Authorized Official)		17. Signature EF8B3516645E429...	18. Date / /

19. Check one:
 Initial Agreement Amendment # 1

20. Funding Information:

<u>Source of Funds</u>	<u>Appropriation Code</u>	<u>PAS Code</u>	<u>Amount</u>
2021	861/50205	HMX	\$4,621.00



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

April 30, 2025

The Honorable Heather Graham
Mayor of Pueblo
Pueblo Consortium
1 City Hall Place
Pueblo, CO 81003-4201

Dear Mayor Graham:

In 2021, the Department of Housing and Urban Development’s (HUD or the Department) Office of Community Planning and Development (CPD) allocated \$5 billion appropriated by the American Rescue Plan Act (ARP) of 2021 to HOME Investment Partnerships Program participating jurisdictions. These funds, known as “HOME-ARP,” are intended to give you the financial tools to assist your most vulnerable citizens by providing housing, shelter, tenant-based rental assistance, and supportive services for persons experiencing or at risk of homelessness, fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, and other populations at greatest risk of housing instability.

While conducting recent quality control efforts, the Department discovered an administrative error in the allocations of the HOME-ARP funds. This error resulted in your jurisdiction inadvertently being allocated less HOME-ARP funds than it was legally entitled to receive. Specifically, the Department determined that your jurisdiction received \$4,621.00 less in its HOME-ARP allocation than it should have. This letter notifies you of the corrected amount of your HOME-ARP award.

Original HOME-ARP Award	Additional Allocation Amount	Revised HOME-ARP Award
\$3,090,925.00	\$4,621.00	\$3,095,546.00

Attached is an amended HOME-ARP grant agreement for your agency’s signature, indicating the additional amount you are entitled to and your final corrected amount. Please sign this agreement and return it to your CPD Representative. Please note: Build America, Buy America provisions continue to be waived for HOME-ARP.

Additionally, you must amend your HOME-ARP allocation plan to include the correct amount of HOME-ARP funds in accordance with HUD Notice CPD-21-10 and your citizen participation plan. Depending upon the criteria for substantial amendments established in your citizen participation plan, you may be required to develop a substantial amendment to the HOME-ARP allocation plan.

The requirements for substantial amendments can be found in section V.C.6 of HUD Notice CPD-21-10. The Department can assist you in determining what may be required to be included in a substantial amendment.

The Department regrets this error and apologizes for any inconvenience it may cause. We are working hard to make this process as seamless as possible for all affected recipients. If you or your staff wish to discuss this correction or have any questions about HOME-ARP, please contact your local HUD Field Office or HUD's Office of Affordable Housing Programs at HOMEARP@hud.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Fernandez", written in a cursive style.

Claudette Fernandez
General Deputy Assistant Secretary
for Community Planning and Development



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: June 23, 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 AND ADOPTING THE CITY OF PUEBLO'S FIVE-YEAR 2025-2029 CONSOLIDATED PLAN AND THE 2025 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

SUMMARY:

This Ordinance approves the 2025-2029 Consolidated Plan and the 2025 Annual Action Plan as presented. The Action Plan contains the funding recommendations made by the Citizens' Advisory Committee (CAC) and Staff.

PREVIOUS COUNCIL ACTION:

The City Council has not taken any previous action on this matter.

BACKGROUND:

As an entitlement city, the City of Pueblo is required by the U.S. Department of Housing and Urban Development (HUD) to complete an Annual Action Plan for each year of the Consolidated Plan. This Consolidated Plan for 2025-2029 outlines goals the City will take in the administration of the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funding. The Annual Action Plan, along with accompanying documentation, serves as the City's application to HUD for the 2025 CDBG and HOME funding.

A public meeting was held on July 16, 2024, to gather citizen input and hear applicant presentations for the 2025 Annual Action Plan. HUD Community Planning and Development (CPD) Notice 25-02 requested that the annual action plan not be

submitted before the publication of grantee FY25 allocations, which HUD released in May 2025. The City provided public notice regarding the availability of the Draft 2025-2029 Consolidated Plan and the 2025 Annual Action Plan, which was published on June 10, 2025, and will remain open for public review until July 14, 2025, at 9:00 a.m., allowing for a thirty-day public comment period. A second public meeting is scheduled to take place during the final reading of this ordinance on July 14, 2025.

Copies of the plan are publicly available at the City Clerk's Office, the Division of Housing and Citizen Services (Department), and the City's website.

FINANCIAL IMPLICATIONS:

The City anticipates receiving \$1,432,469.00 in CDBG funding and \$ 877,545.14 in HOME Consortium grant funding. The HOME Consortium grant is shared with Pueblo County on an 87%/13% City/County basis. The HOME grant requires a 25% match. The City's portion this year is \$176,057.49.

BOARD/COMMISSION RECOMMENDATION:

The Citizens Advisory Committee (CAC) has recommended that the City Council approve the activities outlined in the 2025 Action Plan and presented its recommendations to Council during Work Session on May 15, 2025.

STAKEHOLDER PROCESS:

The following stakeholder processes were undertaken by the Department. Starting May 1, 2024 through May 31, 2024, applications for grant funding were made available to the community. Public hearings were held before the Citizens Advisory Committee (CAC) on July 16, 2024. The public hearings were open for public comments, and for funding applicants to present their requests to the CAC. The CAC deliberations were held on August 13, 2024. This was an open meeting, but opportunity for public comment is not provided. The 30-day comment period began June 10, 2025, with the publication of a public notice in *The Pueblo Chieftain* on June 10, 2025.

ALTERNATIVES:

The City Council can choose to not apply for the CDBG and HOME grants, in which case a number of community services and community projects will need to find alternative funding or not happen.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Draft 2025 Annual Action Plan
2. 2025 Final Attachment A
3. Draft 2025-2029 Consolidated Plan

ORDINANCE NO.

AN ORDINANCE APPROVING AND ADOPTING THE CITY OF PUEBLO'S FIVE-YEAR 2025-2029 CONSOLIDATED PLAN AND THE 2025 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

WHEREAS, the City of Pueblo is designated as an entitlement city under the Housing and Community Development Act of 1974, and will receive Community Development Block Grant (CDBG) and HOME Investment Partnership Act Grants (HOME) for fiscal year 2025; and

WHEREAS, entitlement cities are required to complete a Five-Year Consolidated Plan for consideration of funding approval; and

WHEREAS, the City's Division of Housing and Citizen Services has completed the required plan, outlining the needs and priorities of the City, and the strategies to be undertaken to help address the expressed needs; and

WHEREAS, the City of Pueblo conducted a citizen participation process that included two public hearings within the City of Pueblo in addition to a third public hearing before City Council to obtain the views of citizens, non-profit and neighborhood groups on the City's housing and community needs;

WHEREAS, a copy of the 2025-2029 Five-Year Consolidated Plan, which contains the 2025 Annual Action Plan, was made available to the general public for a 30-day public comment period. All public comments have been incorporated into the Plan; Now, THEREFORE,

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

SECTION 1.

The City Council hereby finds and determines that the City of Pueblo's 2025-2029 Consolidated Plan and 2025 Annual Action Plan, as required by HUD, is hereby approved, adopted, and incorporated herein.

SECTION 2.

The Mayor is hereby authorized to submit, in the name of the City of Pueblo, the applications (SF-424/SF-424D) and the 2025 Action Plan, together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development for \$1,432,469.00 in 2025 CDBG funds and \$877,545.14 in 2025 HOME funds.

SECTION 3.

CDBG funds in the amount of \$1,432,469.00 and HOME funds in the amount of \$877,545.14, the 2025 allocation, are hereby budgeted and appropriated for the projects and in the amounts set forth in the 2025 Action Plan. A list of the recommended projects is herein included as Attachment A.

SECTION 4.

The HOME Program requires local matching funds. The City's portion of matching funds for the 2025 year is \$176,057.49. During the 2025 budget process, \$200,000.00 was budgeted and appropriated for the HOME match.

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



2025 ANNUAL ACTION PLAN DRAFT

City of Pueblo and the Pueblo Consortium, Draft for Public Display



JUNE 9, 2025 – JULY 14, 2025, AT 9:00 AM



Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Currently, the City receives CDBG and HOME funds for housing construction, rehabilitation initiatives, community and economic development and public services. These funding sources are expected to be available over the next five years. The City will also receive CDBG-CV funds to prevent, prepare for and respond to the pandemic.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,432,469.00	0.00	1,473,674.00	2,906,143.00	5,729,876.00	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same. Prior year CDBG resources include PY2016 (\$309,795) and PY2017 (\$59,715).

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	877,545.14	0.00	0.00	877,545.14	3,510,180.56	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same.

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City and County currently fund over 40 non-profit agencies through the Community Services Advisory Commission (CSAC) and other processes. The CSAC group, which funds the majority of these non-profit organizations, makes funding recommendations to the governing bodies. Over \$4 million in general funds have been granted to local agencies that serve the Pueblo community in 2024 alone. These are general revenue funds, and allocations are made during the yearly budget process. Based on historical funding, over \$20 million will be made available to local non-profits over the next five years.

The City and County of Pueblo as the Pueblo Consortium matches the HOME Investment Partnership Act grant with general funds. HOME funds are leveraged well with public/private partnerships, such as Low-Income Housing Tax Credits or other equity mechanisms. In addition the Consortium will use qualifying affordable housing expenditures made by each entity as match and has some funds that it carries forward from prior years. Leveraging of private and non-federal resources will be sought whenever possible.

DRAFT

DRAFT

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	New construction of affordable housing	2020	2024	Affordable Housing	Citywide Countywide	Affordable Housing	HOME: \$715,799.00	Rental units constructed: 6 Household Housing Unit
3	Preserve existing affordable units (rehab)	2020	2024	Affordable Housing	Citywide	Affordable Housing	CDBG: \$185,000.00	Homeowner Housing Rehabilitated: 29 Household Housing Unit
5	Provide housing and services to homeless	2020	2024	Affordable Housing Homeless	Citywide	Public Services including Services for Homeless	CDBG: \$160,892.00	Public service activities other than Low/Moderate Income Housing Benefit: 1958 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 20 Households Assisted
6	Provide public services to non-homeless population	2020	2024	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services including Services for Homeless	CDBG: \$46,372.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 432 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Improve and maintain public infrastructure and fac	2020	2024	Non-Housing Community Development	Citywide	Public Infrastructure and Facilities	CDBG: \$1,156,455.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 6032 Persons Assisted
11	Planning and administration of federal programs	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide Countywide	Administration and Planning	CDBG: \$294,750.00 HOME: \$209,900.00	Other: 2 Other
12	Fair housing education and outreach	2020	2024	Fair Housing	Citywide	Administration and Planning		
13	Economic development	2025	2029	Non-Housing Community Development	Citywide	Economic Development and Community Revitalization	CDBG: \$200,000.00 HOME: \$.00	Facade treatment/business building rehabilitation: 5 Business
14	Eliminate slum and blighting influences	2025	2029	Affordable Housing Non-Housing Community Development			CDBG: \$300,000	Buildings Demolished: 2 Buildings

Table 2 – Goals Summary

Goal Descriptions

2	Goal Name	New construction of affordable housing
	Goal Description	New construction of affordable housing units
3	Goal Name	Preserve existing affordable units (rehab)
	Goal Description	Rehabilitation/reconstruction of single and multi-family housing; energy efficiency improvements; accessibility modifications; lead based paint hazard testing and abatement; minor repairs; and preservation of affordable units.
5	Goal Name	Provide housing and services to homeless
	Goal Description	Housing and services for homeless and near homeless include outreach, emergency, transitional and permanent supportive housing, Rapid Re-Housing, supporting services and rental assistance
6	Goal Name	Provide public services to non-homeless population
	Goal Description	Other public services that are needed include: housing and services for persons with HIV/AIDS; services for persons with physical, developmental and/or intellectual disabilities; employment and workforce development; screening for lead-based paint hazards; housing counseling; neighborhood clean-up programs; crime awareness and prevention programs; transportation; health and mental health services; services for persons recovering from addiction; youth programs, food banks and other food-related services; childcare and related services; senior programs and related services; legal services; and financial literacy.
7	Goal Name	Improve and maintain public infrastructure and fac
	Goal Description	Public facilities include neighborhood facilities, parks/recreation facilities, parking facilities, senior and youth facilities, childcare facilities, job training facilities, cultural facilities, non-residential historic preservation, and homeless facilities. Public infrastructure includes street and sidewalk improvements including lighting and streetscaping, water and sewer improvements, flood drainage improvements, solid waste management improvements.

11	Goal Name	Planning and administration of federal programs
	Goal Description	Planning and administration is required for the successful implementation of CDBG and HOME programs.
12	Goal Name	Fair housing education and outreach
	Goal Description	Education and outreach on fair housing to affirmatively further fair housing choice.
13	Goal Name	Economic development
	Goal Description	Create a program that allows business owners in high-blighted downtown corridors to access funding for building security upgrades and facade improvements. Funding will be leveraged with other funding sources.
14	Goal Name	Eliminate slum and blighting influences
	Goal Description	Demolish blighted unsafe structures.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The following projects will be funded using federal CDBG, HOME and CDBG-CV funds:

#	Project Name
1	CD2501 Administration
2	CD2502 Homeless Prevention
3	CD2503 Homeless Supportive Services
4	CD2504 In Home Crisis Response-Boy's Town
5	CD2505 Senior Transportation
6	CD2506 1500 BLK E Routt-Sidewalks/Curbs
7	CD2507 200 BLK VanBuren Sidewalks
9	CD2509 ERESP
10	CD2510 Minor Repair Program
11	CD2511 Homeowner Rehab
12	CD2512 Abatement Dangerous Buildings
13	HO2510 City Administration
14	HO2520 County Administration
15	HO2530 County Programs
16	HO2540 Community Housing Development Organization
17	HO2550 City Programs
18	HO2560 City Match

Table 3 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary
Project Summary Information

DRAFT

1	Project Name	CD2501 Administration
	Target Area	
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	CDBG: \$285,000.00
	Description	Administrative and planning activities associated with the CDBG program, fair housing education, and outreach.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Administration of the program is essential to ensuring all funding is deployed.
	Location Description	
	Planned Activities	
2	Project Name	CD2502 Homeless Prevention
	Target Area	
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	
	Funding	:
	Description	The funding will assist low-income families cover their monthly rent and provide them with case management services in financial emergencies. This support aims to help families manage and maintain a budget, increase their income, and reduce the risk of homelessness.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
3	Project Name	CD2503 Homeless Supportive Services
	Target Area	

	Goals Supported	Provide housing and services to homeless
	Needs Addressed	Public Services including Services for Homeless
	Funding	:
	Description	Funding will provide supportive services to low-income, newly unemployed, and homeless families and individuals. Supportive services include comprehensive case management services, basic needs assistance, and referrals and support.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
4	Project Name	CD2504 In Home Crisis Response-Boy's Town
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
5	Project Name	CD2505 Senior Transportation
	Target Area	
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	
	Funding	:

	Description	This program allows for safe transport of the senior population for daily essentials.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
6	Project Name	CD2506 1500 BLK E Routt-Sidewalks/Curbs
	Target Area	
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	:
	Description	This funding is dedicated to ADA-accessibility for sidewalks in the 1500 block of E Routt
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
7	Project Name	CD2507 200 BLK VanBuren Sidewalks
	Target Area	
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	:
	Description	ADA accessibility for sidewalks in the 200 block of VanBuren.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
8	Project Name	CD2509 ERESP
	Target Area	
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	:
	Description	This funding is part of the emergency repairs and essential services program, which provides owner-occupied home rehabilitation.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
9	Project Name	CD2510 Minor Repair Program
	Target Area	
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	:
	Description	This program provides essential repairs to maintain livability in existing housing units.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	
10	Project Name	CD2511 Homeowner Rehab
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	Provide home rehabilitation for owner-occupied housing.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
11	Project Name	CD2512 Abatement Dangerous Buildings
	Target Area	
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	
	Funding	:
	Description	Important maintenance and upgrades to abate dangerous conditions in existing structures.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
12	Project Name	HO2510 City Administration
	Target Area	
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning

	Funding	:
	Description	City administration of HOME allocation.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
13	Project Name	HO2520 County Administration
	Target Area	
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	:
	Description	County administration of HOME funding.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
14	Project Name	HO2530 County Programs
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	Programs to support affordable housing through Pueblo County.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
15	Project Name	HO2540 Community Housing Development Organization
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
16	Project Name	HO2550 City Programs
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

17	Project Name	HO2560 City Match
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

DRAFT

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

There are no geographic areas in which assistance will be targeted. Applications are received from community members and agencies independent of location and are taken into consideration if the proposed projects fulfill the federal requirements of the programs.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	92
Countywide	8

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The majority of funds will be allocated in the City of Pueblo because only the City receives CDBG and CDBG-CV funds so all of those funds will be expended within the City. The HOME funds are divided between the City and County with the vast majority going to the City. Within the City, funds are allocated in different neighborhoods to meet the needs of residents throughout the City.

Discussion

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

The following tables outline the affordable housing goals funded with CDBG and HOME funds.

One Year Goals for the Number of Households to be Supported	
Homeless	200
Non-Homeless	0
Special-Needs	0
Total	200

Table 5 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	10
The Production of New Units	2
Rehab of Existing Units	20
Acquisition of Existing Units	0
Total	32

Table 6 - One Year Goals for Affordable Housing by Support Type

Discussion

Per 91.220(1), there are some program-specific requirements for HOME as described below. Eligible applicants for HOME-funded programs are all low- and moderate-income households residing in the City or County or projects that are to be completed by developers, for example, that seeks to construct or rehabilitate units that are income-restricted. This includes applications for HOME funds in support of Low Income Housing Tax Credit (LIHTC) projects or RAD conversions undertaken by the Housing Authority.

HOME applications for affordable housing development will be taken monthly on a rolling basis, as projects are being developed. DHCS will review HOME Program applications in accordance with the Application checklist and on the following criteria:

- **Affordable Housing Experience:** Capacity must be demonstrated by including an application that identifies all necessary components to accomplish the development, e.g., effective control of sites for acquisition and construction developments, the financial capacity to repay the HOME loan and other financial arrangements, as well as comprehensive program design. DHCS’s HOME Program staff will

conduct reviews of:

a. Previous performance under the HOME Program and other related programs, including disbursements, monitoring and findings;

b. Relevant experience in administering housing programs;

c. Relevant experience in developing and managing housing programs and;

d. Size of staff relative to all other program responsibilities.

- **Housing Need Factor:** The need factor pertains to percentages of the city's lower income households, the percentage of households with housing costs greater than thirty percent (30%) of area median family income adjusted for family size.
- **Financing:** DHCS places a strong emphasis on projects that will include the use of funds from other sources. All costs will be examined for reasonableness, and applicants may be denied if costs are deemed unreasonable.

The Consortium will not issue a funding commitment until all other commitments are in place. Proof of these commitments will be required prior to Council approval and execution of contracts.

- **Readiness:** The purpose of the application process is to allocate funds to eligible applicants for proposed projects. Applicants applying for HOME Program funds must begin their developments within ninety (90) days of the notice to proceed. Developments that do not begin within ninety (90) days are subject to have all HOME Program funds recaptured and reallocated to other eligible activities unless otherwise approved by DHCS. DHCS realizes that there may be extenuating circumstances that may delay the beginning of a project. Such circumstances will be reviewed on a case-by-case basis.

Program and services funding available through the CDBG Program is awarded through an annual NOFA process.

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

Actions planned will address the needs to public housing.

Actions planned during the next year to address the needs to public housing

Over the last six years, the HACP has been executing a four-phased Rental Assistance Demonstration (RAD) project, which converts a 212-unit Public Housing development into four separate projects. The HACP has been successful in leveraging public/private partnerships and funding for each of the phases. The City of Pueblo has used entitlement funding for each of the three completed projects and anticipates an application for the fourth phase when the HACP is awarded tax credit equity.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HACP continues to try to increase resident involvement in management by providing regular resident meetings where residents can express concerns to housing management. The Agency maintains a strong working relationship with the City-wide resident organization, which provides resident involvement in strategic and agency planning.

HACP also administers the Family Self-Sufficiency Program, which is a five-year voluntary program for participants in both the Housing Choice Voucher and the Public Housing programs. The program is designed to help individuals with improving their economic status by reducing their dependence on public assistance.

The Family Self Sufficiency Coordinator will assist with developing an individualized plan leading to self-reliance and identifying the steps and activities that need to be taken to reach those goals.

There are various referrals to supportive social services such as childcare, job preparation, credit counseling, education, home ownership, transportation, and vocational training.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable as the HACP is not designated as troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

The City of Pueblo is committed to supporting individuals experiencing homelessness or at risk of becoming homeless through various initiatives. These efforts focus on shelter services, prevention programs, and outreach strategies.

1. Homeless Services

The City of Pueblo owns and operates the community's only homeless shelter, with wraparound services coordinated by the Department of Community and Human Services (DCHS). Funding for shelter operations is available through the Community Development Block Grant (CDBG) program, with additional capital upgrades planned through both CDBG and HOME funding sources.

2. Homelessness Prevention

Through partnerships with nonprofit organizations, the CDBG program provides financial support for eviction prevention efforts, helping individuals and families remain stably housed.

3. Outreach Efforts

The City also supports outreach initiatives, including CDBG-funded programs such as youth outreach, designed to connect vulnerable populations with essential services.

By leveraging local resources and funding opportunities, the City of Pueblo remains committed to addressing homelessness through coordinated services, prevention strategies, and targeted outreach.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pueblo CoC, which is part of the Colorado Balance of State, has a long-term goal of decreasing the number of persons experiencing homelessness by moving individuals and families from homelessness into permanent housing. To achieve this objective, the CoC meets regularly to monitor, discuss ongoing needs and issues that affect those impacted by homelessness. Health Solutions serves as the lead CoC agency and provides outreach to assess the individual needs of those experiencing homelessness. The CoC is engaging in the Built for Zero campaign, which is an approach that seeks to end homelessness

using a By-Names list for each subcategory (i.e. veterans, families, etc.).

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Pueblo is actively addressing emergency shelter and transitional housing needs for individuals experiencing homelessness through a combination of shelter services, prevention initiatives, and outreach efforts.

Emergency Shelter Services

The City owns and operates Pueblo's only homeless shelter, ensuring access to safe and stable temporary housing. Wraparound services are coordinated by the Department of Community and Human Services (DCHS) to provide comprehensive support. Funding for shelter operations is available through the Community Development Block Grant (CDBG) program, with additional capital upgrades planned using both CDBG and HOME funding sources.

Transitional Housing & Prevention Efforts

To support long-term stability, the City collaborates with nonprofit partners to prevent homelessness through eviction prevention programs funded by the CDBG program. These efforts help individuals and families avoid displacement and transition to stable housing.

Outreach & Community Engagement

Recognizing the importance of outreach, the City funds initiatives such as youth outreach programs through CDBG, ensuring that vulnerable populations receive access to resources that promote stability and reintegration into the community.

By leveraging local resources and funding opportunities, the City of Pueblo remains committed to providing both immediate shelter and long-term housing solutions for individuals experiencing homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Pueblo remains committed to ensuring housing stability and providing critical assistance to individuals experiencing homelessness or at risk of becoming homeless. These efforts focus on three key

areas:

1. Homeless Services

The City owns and operates Pueblo's only homeless shelter, with wraparound services coordinated by the Department of Community and Human Services (DCHS). Shelter operations are supported through Community Development Block Grant (CDBG) funding, with additional capital upgrades planned using both CDBG and HOME funding.

2. Homelessness Prevention

Through strategic partnerships with nonprofit organizations, the City invests CDBG funds in eviction prevention programs, helping residents maintain stable housing and avoid displacement.

3. Outreach Initiatives

The City supports various outreach efforts, including youth outreach programs, homelessness prevention services, and operational funding for housing providers—all made possible through CDBG funding.

Despite these ongoing efforts, **funding remains the primary challenge** in expanding housing and support services for individuals and families experiencing homelessness. This issue is expected to intensify as eviction moratoria are lifted, leading to an increase in displacement.

The City of Pueblo remains dedicated to investing CDBG funds strategically to provide essential services and address the evolving needs of the community.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Pueblo remains committed to ensuring housing stability and providing critical assistance to individuals experiencing homelessness or at risk of becoming homeless. These efforts focus on three key areas:

1. Homeless Services

The City owns and operates Pueblo's only homeless shelter, with wraparound services coordinated by the Department of Community and Human Services (DCHS). Shelter operations are supported through

Community Development Block Grant (CDBG) funding, with additional capital upgrades planned using both CDBG and HOME funding.

2. Homelessness Prevention

Through strategic partnerships with nonprofit organizations, the City invests CDBG funds in eviction prevention programs, helping residents maintain stable housing and avoid displacement.

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Despite these ongoing efforts, **funding remains the primary challenge** in expanding housing and support services for individuals and families experiencing homelessness. This issue is expected to intensify as eviction moratoria are lifted, leading to an increase in displacement.

The City of Pueblo remains dedicated to investing CDBG funds strategically to provide essential services and address the evolving needs of the community.

Discussion

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Pueblo recently completed an in-depth Analysis of Impediments to Affordable Housing, identifying critical barriers—from restrictive land-use controls and zoning ordinances to burdensome fees and outdated building codes—that limit access to affordable housing. The study not only highlights these challenges but also proposes actionable solutions designed to ameliorate the negative effects of current public policies, paving the way for a more robust and equitable housing market.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City is actively working to remove barriers to affordable housing, including:

- **Zoning and Land Use Reforms:** The City of Pueblo is actively revising its zoning ordinances through the update of its Unified Development Code (UDC). The goal is to relax restrictions on multifamily housing—especially in infill areas—and to expand the definition of “family” so that more flexible occupancy arrangements are allowed. In addition, the plan includes permitting manufactured or modular housing on lots traditionally reserved for single-family dwellings. Similar revisions are being pursued at the county level to encourage a wider range of housing developments.
- **Modernizing Building Codes and Construction Standards:** To reduce overall development costs and improve the return on residential investment, the City is exploring adjustments in building codes and energy standards. This initiative involves assessing alternative construction methods (such as offsite manufacturing, panelized construction, and repurposed shipping containers) that can lower material, labor, and time costs for affordable housing projects.
- **Financial Incentives and Streamlined Development Processes:** Both the City and County are working on creating incentive policies, including fee waivers, tax abatements, and reduced permit costs. These measures aim to lessen the financial burdens imposed by current fees and charges, encouraging private investment in affordable housing. The City’s recent award of a Local Capacity Planning Grant from the Department of Local Affairs supports this effort, enabling faster project approvals and more coordinated collaboration among departments.
- **Utilization and Management of Public Land:** The local government intends to reform its acquisition and disposition policies regarding city-owned real estate. By acquiring land at favorable rates and offering it to developers with incentive packages, the City aims to remove barriers related to land cost and availability, thus facilitating new residential infill development.
- **Coordinated Planning and Funding Strategies:** Finally, by leveraging regional comprehensive planning processes and programs such as CDBG, HOME, and State Proposition 123, the City and County are pursuing multiple funding streams to address affordability gaps. These coordinated

efforts include enhanced communication and streamlined administrative procedures among local agencies, which help mitigate the restrictive growth limitations and tax policies that currently impact housing development.

Discussion

DRAFT

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The following section describes other actions to be taken to meet the needs of the community.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is the limited funding resources available to address identified priorities. In addition, the gap in what households can afford to pay for housing and the price of housing is another obstacle to meeting the needs of the underserved. The City has a lack of decent, affordable units to meet the needs of the community.

The effect of greater community needs in the form of homelessness, risk of homelessness, the increased demand for supportive services (particularly for persons with multi-system contact), rising cost of housing and stagnant wages and an aging housing stock in need of revitalization while funding remains largely stagnant or is decreasing in real dollars puts added pressures on the systems within the City.

The City of Pueblo will continue to partner with other public agencies and non-profit organizations, when feasible, to leverage resources and maximize outcomes in housing and community development.

Lastly, the City and the County contribute approximately \$1m annually toward funding various public services agencies. While the need remains greater than the available resources, funding is critical in the community.

Actions planned to foster and maintain affordable housing

The City will utilize its CDBG funds to implement the DHCS's five housing strategies. Specifically, the CDBG funding will be used to help preserve Pueblo's aging and dilapidated housing stock. This is done through several housing rehabilitation programs, including programs for seniors and for persons needing accessibility modifications to age in place. The CDBG funding is leveraged using both City of Pueblo general funding and paired with state and other grant funding opportunities available. These housing rehabilitation programs work to maintain the quality of the affordable housing stock occupied by low- and moderate-income households.

The City may also use CDBG or HOME funding to implement other housing strategies, which include:

1. **Boarded, Blighted & Burnt** – Identify redevelopment solutions for homes that need demolition due to lack of maintenance, condemnation, structural failure, or fires.
2. **Rehabilitation** – Preserve existing housing stock by expanding funding for low- and moderate-income homeowners who need home repairs.
3. **Infrastructure** – Assist with infrastructure fees for affordable housing development. Add infrastructure to existing City-owned vacant parcels to create development-ready properties.

4. **Blighted Commercial** – Assist with the acquisition and demolition of properties with large vacant commercial buildings to make sites ready for redevelopment of high-density residential units.
5. **Homeless Housing Options** – Create transitional housing options for individuals exiting homelessness, including non-congregate sheltering options and support for Rapid Re-Housing and Permanent Supportive Housing.

Additionally, the City will utilize HOME funds toward the new construction of rental units in the Compass Pointe Development.

Actions planned to reduce lead-based paint hazards

The Pueblo County Department of Public Health and Environment operates a lead blood testing program for residents. The lead program offers the following service to residents of the County:

- Lead risk and hazard reduction education to resident owners, property managers, and tenants.
- Lead risk and hazard reduction education for occupational and hobby exposures.
- Environmental testing program for Lead hazard screening (cost: \$42.00/hour or no cost to those located within the Superfund Study Area).
- Blood Lead screening for children up to age 16, women of child-bearing age, pregnant or nursing women; and
- Blood Lead monitoring program for children with blood levels at or above 5.0 µg/dL.

The County also provides additional information regarding the common sources of lead exposure, potential health effects and methods to reduce exposure.

The City will continue to work with the Health Department as needed to reduce lead-based paint hazards and will continue to comply with all regulatory requirements of the CDBG and HOME programs as related to lead-based paint.

Actions planned to reduce the number of poverty-level families

Ongoing efforts to strengthen economic development and provide the City's lowest-income households with needed housing-related assistance and services directly address needs identified in this plan. The City will work with existing agencies that serve persons in poverty in order to evaluate their needs, coordinate the delivery of services, and determine if funding assistance should be made available through the CDBG Program in cases where there are insufficient resources to meet the identified needs. In addition, the City will:

- continue to work to coordinate community development strategies, needs assessments and

integrated planning.

- continue to work within the Continuum of Care process and other coordinating agencies to reduce duplication, improve integration, and identify unmet service needs.
- expand coordination among local funding entities to streamline the application process, and to maximize the impact of those resources.
- provide letters of support and other documentation to agencies in support of their fundraising efforts.
- enhance public access to information about community services.

Actions planned to develop institutional structure

The City of Pueblo is committed to the continued coordination of all Anti-Poverty and Community Development initiatives. The City has entered into several intergovernmental agreements with other entities such as Pueblo County to administer the CSAC process, which allocates general revenue funds from both entities to non-profit agencies and economic development organizations that enhance the quality of life in the community.

Actions planned to enhance coordination between public and private housing and social service agencies

Meaningful collaboration as it relates to the development and implementation of housing and community development programs and services has become increasingly important as the federal resources available to these programs continue to decline. Collaboration with housing and service providers helps the City to capture the maximum benefit for each dollar it invests and ensures that investments strategically address both short-term needs and advance long-term goals.

The Department of Housing and Citizen Services conducts ongoing consultation with human services agencies, housing development organizations, and municipalities at various points in time during a program year.

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

The following section describes program-specific requirements for the CDBG and HOME programs.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

- | | |
|--|----------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| Total Program Income: | 0 |

Other CDBG Requirements

- | | |
|---|---------|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 100.00% |

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The County does not anticipate receiving any additional program income for its HOME programs

during FY 2025.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

When HOME Program funds are used to assist a household in the purchase of a unit, restrictions will be placed on the unit to ensure compliance with the resale and recapture requirements described in 24 CFR 92.254(a)(5), as amended through July 2013. This section sets forth the method that will be used by the Consortium to enforce these requirements.

The HOME Down payment Assistance Program will require a default. In the event of a default, as defined under the note and deed, and where net proceeds are sufficient to repay both the City's HOME investment and the homeowner investment, a full repayment of the direct HOME subsidy will be required.

The City of Pueblo elects to enforce the Recapture Provisions of the HOME Program, recapturing the direct HOME subsidy under the following conditions:

The City of Pueblo will recapture the direct subsidy amount of the HOME Program funds provided to the homebuyer/homeowner on an approved activity or recapture the maximum net proceeds from sale of property (whether recapture is affected through foreclosure or no foreclosure action).

- When net proceed exceed superior debt and the amount of direct HOME subsidy invested, the City will recapture the entire direct HOME subsidy provided.
- When net proceeds are insufficient to cover superior debt, the direct HOME subsidy will be forgiven.
- When net proceeds are insufficient to reimburse the entire direct HOME subsidy provided, but are in excess of the superior debt, the balance (Direct Subsidy – Net Proceeds) will be recaptured by the City.

Net proceeds recovered will be used to:

(1) Reimburse the HOME Program (approved activity) for the outstanding balance of HOME funds not repaid or forgiven during the applicable affordability period at the time of recapture.

(2) Reimburse the HOME Program (administration) for "holding costs" or other costs associated with the recapture action (legal fees, insurance, taxes, realtor fees, appraisal/BPO costs, etc.). If net proceeds recaptured are less than the outstanding balance of the direct HOME subsidy invested in

the property (for all approved activities and holding costs incurred), the loss will be absorbed by the HOME Program and all HOME Program requirements would be considered to have been satisfied. If net proceeds recaptured are greater than the outstanding balance of direct HOME subsidy invested in the property (for all approved activities and holding costs incurred), the balance of net proceeds will be distributed to the homeowner (or his/her estate). If the recapture of proceeds is effectuated through a completed foreclosure action, and the property is legally owned by the City of Pueblo, the balance of net proceeds recaptured will inure to the City of Pueblo.

For those cases where the affordability requirements are violated as a result of the death of the HOME beneficiary and there is an eligible person who qualified and is desirous of assuming the HOME assistance invested in the property, DHCS will permit sale of the HOME-assisted unit to the qualifying, eligible person, contingent upon DHCS's prior review and approval. The subsequent owner will be required to adhere to all applicable affordability requirements for the unexpired term of the original affordability period.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Funding provided to developers of affordable rental housing will also be recaptured unless all of the following circumstances are demonstrated to exist: (i) more than 15 to 20 years have elapsed since the substantial completion of the project, or the City approves transfer of the Project and waives acceleration of the indebtedness, which transfer may be approved or disapproved in the sole discretion of the City, (ii) the primary lender also consents to assumption of the mortgage or obligation to which the deed of trust securing the agreement is subordinate, (iii) the sale of the Property is to a subsequent purchaser who agrees in writing to comply with the affordability requirements set forth at 24 CFR, §92.252, (iv).

All subrecipient, developers, owner and sponsor HOME agreements contain clauses stating project lease-up requirements. The City has amended the written guidelines to address changes promulgated by the 2013 New HOME Rule. All new for-sale single-family projects will have provisions within the written agreement calling out the new HOME Investment Partnership Act requirement that all units not sold within 9 months of completion will be converted to rental.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The Consortium does not permit the use of HOME funds to refinance existing debt secured by

multifamily or single-family housing that is being rehabilitated with HOME funds.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

The City of Pueblo does not directly administer HOME TBRA. Any preferences outlined would be based on the subrecipient's policies and procedures administering TBRA. Tenant selection plans are reviewed as part of a TBRA allocation.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

The City of Pueblo does not directly administer HOME TBRA. Any preferences outlined would be based on the subrecipient's policies and procedures administering TBRA. Tenant selection plans are reviewed as part of a TBRA allocation.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

The City of Pueblo does not directly administer HOME TBRA. Any preferences outlined would be based on the subrecipient's policies and procedures administering TBRA. Tenant selection plans are reviewed as part of a TBRA allocation.



Final 2025 Annual Action Plan

Attachment A

Community Development Block Grant Program Funds			
2025		CDBG Allocation	\$ 1,432,469.00
Project No.	Project Name	Project Agency	Amount
Public Services			
CD2501	Administration	DHCS	\$ 285,000.00
CD2502	Homeless Prevention	Posada	\$ 75,000.00
CD2503	Homeless Supportive Services	Posada	\$ 28,858.00
CD2504	In Home Crisis Response-Boy's Town	Catholic Charities	\$ 50,000.00
CD2505	Senior Transportation	SRDA	\$ 59,892.00
Public Facilities/Neighborhood Improvements			
CD2506	1500 BLK E Routt-Sidewalks/Curbs	Beverly Ballage	\$ 108,000.00
CD2507	200 BLK VanBuren Sidewalks	Natalie Zamora	\$ 53,720.00
CD2508	Non-Congregate Shelter	City of Pueblo	\$ 50,000.00
CD2513	Neighborhood Improvements	City of Pueblo	\$ 21,999.00
Housing Activities			
CD2509	ERESP	Pueblo County	\$ 50,000.00
CD2510	Minor Repair Program	DHCS	\$ 100,000.00
CD2511	Homeowner Rehab	DHCS	\$ 100,000.00
CD2512	Abatement Dangerous Buildings	Public Works	\$ 300,000.00
Economic Development			
CD2514	Small Business Assistance	DHCS	\$ 150,000.00
		CDBG Total	\$ 1,432,469.00
HOME Partnership Investement Act Program Funds			
2025		HUD HOME Allocation	\$ 877,545.14
Project No.	Project Name	Project Agency	Amount
HO2510	City Administration	City of Pueblo	\$ 76,346.43
HO2520	County Administration	Pueblo County	\$ 11,408.09
HO2530	County Programs	Pueblo County	\$ 85,560.65
HO2540	Community Housing Development Organization	TBD	\$ 131,631.77
HO2550	City Programs	City of Pueblo	\$ 572,598.20
HO2560	City Match	City of Pueblo	\$ 176,057.49
		Allocation w/ City Match	\$ 1,053,602.63

Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Pueblo is a federal entitlement community under the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program. The City of Pueblo and Pueblo County participate as a Consortium within the HOME Investment Partnerships Program (HOME).

As a CDBG Program HUD entitlement community, the City is required to prepare a Five-Year Consolidated Plan (CP) in order to implement any federal programs that fund housing, community development, and economic development within the community. This CP covers the period from FY 2025 through FY 2029 and will be submitted to HUD for approval.

The purpose of the CP is to guide federal funding decisions in the next five years. The CP is guided by three overarching goals that are applied according to a community's needs. The goals are:

1. To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, increasing the supply of supportive housing for those with special needs, and transitioning homeless persons and families into housing.
2. To provide a suitable living environment through increased housing opportunities and reinvestment in deteriorating communities.
3. To expand economic opportunities through developing housing options that are more closely connected to jobs and services, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency.

The overall priority for the investment of federal funds is to increase self-sufficiency and economic opportunity for lower-income residents and individuals with special needs so that they can achieve a reasonable standard of living.

The City of Pueblo anticipates receiving the following federal resources in FY 2025; estimated projections for five years follow in parentheses:

- CDBG \$1,432,469 million (\$7,162,345)
- HOME \$877,545.14 (\$4,387,725.70)

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The Strategic Plan provides a framework to address the needs of the City for the next five years using CDBG and HOME funds. The three overarching objectives guiding the proposed activities are:

- Providing Decent Affordable Housing
- Creating Suitable Living Environments
- Facilitating Economic Opportunities

Outcomes show how programs and activities benefit a community or the people served. The three outcomes that will illustrate the benefits of each activity funded by the CDBG and HOME programs are:

- Improve Availability/Accessibility to housing and services
- Improve Affordability of housing and services
- Improve Sustainability of housing and services

All future activities funded in the next five years will support at least one objective and one outcome. The identified priorities include:

1. Affordable Housing
2. Public Services including Services for Homelessness
3. Public Infrastructure and Facilities
4. Economic Development and Community Revitalization
5. Fair Housing Education and Outreach
6. Administration and Planning

3. Evaluation of past performance

****INCOMPLETE, awaiting CAPER updates****

The following evaluation of past performance is from the FY2024 Consolidated Annual Performance and Evaluation Report (CAPER). This CAPER has been submitted to HUD but has not yet been approved. The accomplishments that follow are those achieved through the expenditure of CDBG and HOME funds:

4. Summary of citizen participation process and consultation process

The City of Pueblo's Department of Housing and Citizen Services developed an outreach effort to maximize input from a large cross-section of stakeholders. This outreach effort included an online survey, two in-person public meetings with virtual attendance available, and stakeholder input.

The outreach process highlighted several key issues within the community including the need for quality, affordable housing, accessible housing, and housing and services for those experiencing homelessness. A complete summary of Citizen Participation, including comments, is included in the Citizen Participation Appendix.

5. Summary of public comments

Please see the Participation Appendix.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

This plan outlines the goals of the City of Pueblo for its CDBG and HOME funds. Following extensive outreach and public input, the Consolidated Plan and Annual Action Plan clearly outline programs and activities that will address the identified needs. Despite the number of needs identified by stakeholders and the public, the City's CDBG and HOME programs are limited in funding. This document outlines the City's plans to maximize the investment of federal resources.

The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PUEBLO	Department of Housing and Citizen Services
HOME Administrator	PUEBLO	Department of Housing and Citizen Services

Table 1 – Responsible Agencies

Narrative

The City of Pueblo's Department of Housing and Citizen Services administers the CDBG grant. The City of Pueblo and Pueblo County participate as a Consortium within the HOME Investment Partnerships Program (HOME). As the participating jurisdiction, the City of Pueblo undertakes all monitoring and reporting on behalf of Pueblo County. Pueblo County undertakes its affordable housing programs.

Consolidated Plan Public Contact Information

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PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

The City of Pueblo's Department of Housing and Citizen Services developed an outreach effort to maximize input from a large cross-section of stakeholders.

This outreach effort included public meetings, published meeting notices, and stakeholder/focus group communications meant to engage a broad variety of stakeholders and City residents consistent with the Citizen Participation Plan, included in Grantee's Unique Appendix.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

Meaningful collaboration as it relates to the development and implementation of housing and community development programs and services has become increasingly important as the federal resources available to these programs continue to decline. Collaboration with housing and service providers helps the City to capture the maximum benefit for each dollar it invests and ensures that investments strategically address both short-term needs and advance long-term goals.

The Department of Housing and Citizen Services conducts ongoing consultation with human services agencies, housing development organizations, and municipalities at various points in time during a program year.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Colorado Balance of State Continuum of Care (BoS CoC) is represented locally by the various housing and service providers working to meet the needs of persons experiencing homelessness while also working to end homelessness. The City is in frequent communication with housing and service providers.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Pueblo does not receive or administer ESG Funds. The City of Pueblo met with the Continuum of Care (COC) during the consultation process to coordinate between government, mental health, and other service agencies, and the Consolidated Plan reflects the same goals and objectives.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

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Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Health Solutions
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Services-Health Services - Victims Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input.
3	Agency/Group/Organization	HABITAT FOR HUMANITY OF PUEBLO, INC.
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input.
6	Agency/Group/Organization	United Way of Pueblo County
	Agency/Group/Organization Type	Services-Children Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input.
7	Agency/Group/Organization	Archway Housing & Services
	Agency/Group/Organization Type	Housing Services - Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input.
8	Agency/Group/Organization	Citizens Advisory Council
	Agency/Group/Organization Type	Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
14	Agency/Group/Organization	Pueblo Community Health Center
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input.
15	Agency/Group/Organization	Pueblo Urban Renewal Authority
	Agency/Group/Organization Type	Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input.

17	Agency/Group/Organization	POSADA, INC
	Agency/Group/Organization Type	Services - Housing Services-homeless Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input.

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agencies that the City did not consult.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	CoC	The goals are in alignment.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

The City will continue to interact with public entities at all levels to ensure coordination and cooperation in the implementation of the Consolidated Plan and thereby maximize the benefits of the City’s housing and community development activities for the residents being served. Specifically, the City meets regularly with Pueblo County’s Department of Housing and Human Services and attends monthly meetings of the CoC to coordinate planning and development of solutions for homelessness and issues

related to fair housing. The City communicated with adjacent units of government that the Consolidated Plan was available for review.

Narrative

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PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City engaged in numerous activities to engage citizen participation in the formation of the Consolidated Plan, including public in-person meetings and online surveys to gather input.

The City informed the public of the public meetings and survey through posting notices on events pages and websites; posting on 17 Facebook pages whose topics focused on City and civic issues; posting paper flyers at a variety of well-trafficked public locations; and distributing electronic flyers via email to a variety of civic, nonprofit and business groups and boards.

A variety of stakeholders from organizations related to public health, housing, community development, and civic issues were individually invited to provide specific input.

Citizen input also includes a 30-day display period of the draft document with an invitation for citizen feedback, followed by a second public hearing. Feedback received from stakeholders and the public helped shape the priority needs identified in the plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	See Participation Appendix	NA	NA	
2	Stakeholder input	Minorities Non-targeted/broad community	See Participation Appendix	NA	NA	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Stakeholder input	Persons with disabilities Non-targeted/broad community Housing and Service Providers		See Participation Appendix	All comments were accepted.	http://pueblo.zoom.us/j/98351581834
4	Public Meeting	Housing and Service Providers	March 18 and March 19 in the evenings at two separate public libraries, respectively. Total in-person attendance across the two meetings was 32 people, with additional attendees via Zoom	See Participation Appendix	All comments were accepted.	http://pueblo.zoom.us/j/92754723460
5	Stakeholder input	Non-targeted/broad community	Total survey responses: 89	See appendix for survey results	All comments were accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Newspaper Ad	Non-targeted/broad community	NA	NA	NA	
9	Stakeholder input	Non-targeted/broad community	No comments received	No comment received	NA (No comments received)	

Table 4 – Citizen Participation Outreach

DRAFT

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The needs assessment is based on an analysis of housing problems across the City of Pueblo by income level among renters, owners, and households with special needs. Additionally, needs were identified through a public outreach process that included stakeholder consultations, public meetings, an online resident survey, and a review process designed to meaningfully engage citizens.

Data in this section was drawn primarily from HUD's Comprehensive Housing Affordability Strategy (CHAS) data set, which is a special tabulation of 2011-2020 American Community Survey (ACS) data from the Census Bureau. The CHAS data describes housing problems, such as overcrowding or incomplete kitchen and/or plumbing facilities, as well as cost burden, which occurs when a household pays more than 30% of its gross income on housing costs. Severe cost burden occurs when a household pays more than 50% of its gross income on housing costs.

Supplemental data were drawn from the 2020-2024 ACS 5-Year Estimates and other sources to provide additional context when needed.

NA-10 Housing Needs Assessment - 24 CFR 91.405, 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

According to American Community Survey data (2019-2023), median household income in the city of Pueblo was \$55,305 in 2023. Just over 60% of the city's population lives in owner-occupied housing, and the median value of owner-occupied housing units for that time period was \$230,900, with the median mortgage-owner paying \$1,380 per month for housing expenses. Median gross rent (rent plus other contracted expenses such as utilities) was \$1,020.

In Pueblo County, median household income was \$62,250. Rates of owner-occupied housing were higher (68.3%). Median owner-occupied home values were \$271,800, with the median mortgage-owner paying \$1,544 per month. Median gross rent in the county was \$1,059.

As the data below shows, the most significant housing issues identified are cost burden and severe cost burden. By HUD definitions, "cost burdened" means a household spends more than 30% of income on housing expenses, while "severely cost burdened" households spend more than 50% of income on housing expenses. According to Comprehensive Housing Affordability Strategy (CHAS) data, 14.2% of City households are cost burdened and 13.1% are severely cost burdened. Given a lack of decent, affordable housing options, the area's lower-income households often face a choice between deficient, substandard housing and cost burden. High housing costs reduce economic opportunities and access to prosperity, especially among lower-income households.

Out of total city households, 15.8 percent have one or more severe housing problems (substandard housing, severe overcrowding, severe cost burden). The data indicates 510 renters and 151 homeowners lack complete plumbing or kitchen facilities, supporting the concerns from stakeholders and citizens about local housing suffering from neglect or age.

Of all cost-burdened households, the largest groups were in the 0-30% AMI bracket: small related renter households (20%), elderly renters (14.2%), and elderly homeowners (17.7%). Among all severely cost-burdened households, renters in the 30-50% AMI group made up 21.5% of the total, while elderly homeowners in the 0-30% AMI bracket were also overrepresented, at 12.8% of all severely cost-burdened households. These numbers indicate a strong need for additional assistance for elderly residents, as well as more affordable options for lower-income renters of all types.

The below tables are HUD-generated tables using 2009-2020 CHAS data that are part of the Consolidated Plan tool. These tables are automatically generated when creating the Consolidated Plan. HAMFI refers to "HUD Adjusted Median Family Income," which is the median family income calculated by HUD for each jurisdiction in order to determine Fair Market Rents and income limits for HUD programs. HAMFI will not necessarily be the same as other calculations of median incomes such as a simple Census number due to a series of adjustments that are made. Where the HUD tables below report AMI (Area Median Income), they refer to HAMFI.

Wherever automatically generated CHAS data is not available, supplemental information such as American Community Survey (ACS) data will be used.

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	160,965	166,940	4%
Households	62,675	64,935	4%
Median Income	\$0.00	\$0.00	

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	11,275	8,730	12,364	6,884	25,675
Small Family Households	3,269	2,684	3,764	2,509	12,270
Large Family Households	404	564	1,124	519	2,350
Household contains at least one person 62-74 years of age	2,551	2,159	3,332	1,868	6,900
Household contains at least one person age 75 or older	2,044	1,939	1,939	1,049	2,173
Households with one or more children 6 years old or younger	1,528	1,294	2,063	941	2,037

Table 6 - Total Households Table

Data Source: 2016-2020 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	295	85	90	40	510	29	90	28	4	151
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	40	35	40	25	140	0	10	49	0	59
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	155	140	154	60	509	34	40	224	54	352
Housing cost burden greater than 50% of income (and none of the above problems)	4,099	919	224	0	5,242	2,029	1,000	244	18	3,291

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	730	2,085	1,444	315	4,574	708	1,150	2,065	730	4,653
Zero/negative Income (and none of the above problems)	605	0	0	0	605	363	0	0	0	363

Table 7 – Housing Problems Table

Data 2016-2020 CHAS
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	4,589	1,179	510	125	6,403	2,094	1,140	559	78	3,871
Having none of four housing problems	2,699	3,158	4,159	1,875	11,891	1,909	3,245	7,129	4,804	17,087
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data 2016-2020 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,919	1,035	689	3,643	644	824	595	2,063
Large Related	288	285	45	618	49	84	204	337
Elderly	1,309	755	463	2,527	1,629	940	941	3,510
Other	1,760	1,139	560	3,459	458	323	604	1,385
Total need by income	5,276	3,214	1,757	10,247	2,780	2,171	2,344	7,295

Table 9 – Cost Burden > 30%

Data 2016-2020 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	370	370	540	325	0	865
Large Related	0	0	75	75	29	24	0	53
Elderly	1,024	255	100	1,379	1,089	478	152	1,719
Other	0	1,580	244	1,824	393	0	0	393
Total need by income	1,024	1,835	789	3,648	2,051	827	152	3,030

Table 10 – Cost Burden > 50%

Data 2016-2020 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	160	150	179	85	574	34	30	237	35	336
Multiple, unrelated family households	35	25	15	0	75	0	20	35	18	73

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Other, non-family households	0	0	0	0	0	0	0	0	0	0
Total need by income	195	175	194	85	649	34	50	272	53	409

Table 11 – Crowding Information - 1/2

Data Source: 2016-2020 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	812	650	1,016	2,478	1,207	967	1,510	3,684

Table 12 – Crowding Information – 2/2

Data Source: ACS data
Comments:

Describe the number and type of single person households in need of housing assistance.

According to American Community Survey (ACS) data, there are 16,780 households with a single householder in the city of Pueblo, 4,624 of whom were living in poverty -- that means 27.6% of all householders in single-person homes are below the poverty line. Given that information, it can reasonably be assumed that there are a significant number of single-person households experiencing difficulty finding affordable housing, pointing to a need for additional studio and one-bedroom units.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

There are 28,958 people, or 17.3% of City’s population, who identify as having one or more disabilities. Of individuals with disabilities, 36.5% live below the poverty line. The city and county of Pueblo have used CDBG dollars in Minor Home Repairs programs to help disabled, elderly, and low-income residents remain in decent, accessible housing, and citizens at public meetings voiced a preference for programs that allowed residents to stay in current housing stock wherever possible. These programs tend to target exactly the populations identified in this plan as disproportionately impacted by housing problems.

The Pueblo Police Department’s 2023 Annual Report (the latest available) indicates that 1,164 incidents of domestic violence were reported, down from 1,505 in 2022 and 1,782 in 2021. In its 2024 Point in Time Count, which gathered evidence on the sheltered homeless population, the Colorado Coalition for

the Homeless (BOC COC) reported that fewer than 10 unhoused people in shelters were fleeing domestic violence. In 2023, a PIT count measuring both sheltered and unsheltered people counted 21 unhoused domestic violence victims, about 7% of the total at that time. However, it remains a priority to provide safe housing to this vulnerable population.

What are the most common housing problems?

Stakeholders reported that given a lack of decent, affordable housing options, the area's lower-income households often face a choice between deficient, substandard housing and cost burden. As the data above show, the most significant housing issues identified are cost burden and severe cost burden.

Cost burden is defined as spending over 30% of household income on housing costs, such as mortgage or rent payments plus utilities, insurance and taxes.

According to CHAS data, 14.2% of City households are cost burdened and 13.14% are severely cost burdened. Overcrowding and substandard housing each affect 1% of City households. This points to a persistent need for an increase in affordable housing options and housing payment assistance. Previous CDBG dollars have been spent on rental assistance and eviction diversion programs, which are effective ways to quickly aid cost-burdened and severely cost-burdened households.

Are any populations/household types more affected than others by these problems?

Cost burden and severe cost burden affect households across the income spectrum, though the need for affordable housing is felt most acutely by the lowest income households. In general, the rate of cost burden declines as household income increases.

Of all cost-burdened households, the largest groups were in the 0-30% AMI bracket: small related renter households (20%), elderly renters (14.2%), and elderly homeowners (17.7%). Among all severely cost-burdened households, renters in the 30-50% AMI group made up 21.5% of the total, while elderly homeowners in the 0-30% AMI bracket were also overrepresented, at 12.8% of all severely cost-burdened households. These numbers indicate a strong need for additional assistance for elderly residents, as well as more affordable options for lower-income renters of all types.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the

needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

According to the Colorado Coalition for the Homeless (BOC COC) 2023 Point in Time Count, the most common characteristics of unhoused individuals are disability (65%). The PIT count also noted that veterans made up 10% of the statewide unhoused total, even though U.S. Census data indicates veterans are only 7.2% of the Colorado population.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Not applicable.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

As shown in the tables above, LMI renter-households with a severe housing cost burden greater than 50% of income tend to be elderly or small families, and homeowners who are severely cost-burdened are also elderly.

Food, transportation, healthcare, and other costs further reduce disposable income and the ability to save. These households are vulnerable to possible eviction and homelessness if their income is reduced for any reason or if they encounter an unexpected expense such as a medical emergency. These households must frequently choose between substandard housing that is affordable and decent housing that is unaffordable. There remains a strong need for decent, affordable housing.

Discussion

NA-15 Disproportionately Greater Need: Housing Problems - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD defines a disproportionately greater housing need when a racial or ethnic group experiences housing problems at a rate over 10 percentage points than that of the corresponding income level as a whole. The data table below summarizes the percentage of each racial/ethnic group experiencing housing problems by HUD Adjusted Median Family Income (HAMFI) levels. Where the HUD tables below report AMI, they refer to HAMFI. Housing problems include:

- Housing units lacking complete kitchen facilities and/or complete plumbing facilities
- Overcrowding (more than one person per room)
- Housing costs greater than 30% of income (i.e., cost burden)

Note that Hispanic is an ethnicity and is counted separately from race. In the tables that follow, a person who identifies as Hispanic is only counted in the Hispanic row and is therefore not counted in a row representing their identified race.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	8,122	3,173	0
White	3,943	1,287	0
Black / African American	154	145	0
Asian	70	0	0
American Indian, Alaska Native	95	10	0
Pacific Islander	0	0	0
Hispanic	3,638	1,652	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,549	3,178	0
White	3,159	1,548	0
Black / African American	64	35	0
Asian	25	10	0
American Indian, Alaska Native	54	35	0
Pacific Islander	0	0	0
Hispanic	2,155	1,524	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,574	7,773	0
White	2,749	4,351	0
Black / African American	160	164	0
Asian	28	59	0
American Indian, Alaska Native	60	28	0
Pacific Islander	10	0	0
Hispanic	1,525	2,952	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,245	5,634	0
White	805	2,983	0
Black / African American	10	90	0
Asian	0	19	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	393	2,473	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

Discussion

The percentage of households with a housing problem is highest for the lowest income brackets (0-50% HAMFI) and decreases as income increases. According to the above definitions, American Indian/Alaska Natives in the 0-30% income bracket experience disproportionate problems, as do Asian families earning between 0-30% of HAMFI, with all 70 Asian households in that bracket reporting one or more housing problems.

Black/African American households earning 50-80% of HAMFI were also disproportionately impacted by housing problems compared to the rest of the 50-80% income group.

While the data shows that Black, American Indian/Alaska Native and Asian households are disproportionately affected by housing problems, the small sample size for each of these minority groups limits statistical inferences.

NA-20 Disproportionately Greater Need: Severe Housing Problems - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD defines a disproportionately greater housing need when a racial or ethnic group experiences housing problems at a rate over 10 percentage points than that of the corresponding income level as a whole. The data table below summarizes the percentage of each racial/ethnic group experiencing severe housing problems by HUD Adjusted Median Family Income (HAMFI) levels. Where the HUD tables below report AMI, they refer to HAMFI. Severe housing problems include:

- Housing units lacking complete kitchen facilities and/or complete plumbing facilities
- Overcrowding (more than 1.5 persons per room)
- Housing costs greater than 50% of income (i.e., cost burden)

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	6,683	4,608	0
White	3,214	2,013	0
Black / African American	119	180	0
Asian	70	0	0
American Indian, Alaska Native	85	20	0
Pacific Islander	0	0	0
Hispanic	3,023	2,272	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,319	6,403	0
White	1,309	3,403	0
Black / African American	39	55	0
Asian	25	10	0
American Indian, Alaska Native	30	59	0
Pacific Islander	0	0	0
Hispanic	880	2,789	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,069	11,288	0
White	638	6,457	0
Black / African American	0	320	0
Asian	8	74	0
American Indian, Alaska Native	20	65	0
Pacific Islander	0	10	0
Hispanic	372	4,077	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	203	6,679	0
White	164	3,618	0
Black / African American	0	100	0
Asian	0	19	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	38	2,828	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

Discussion

In general, the percentage of households with a severe housing problem is highest within the lowest income brackets (0-50% AMI) and decreases as income increases.

According to the above definitions, Asian households between 0-30% AMI and American Indian/Alaskan Native households between 0-30% AMI disproportionately experience severe housing problems, while Black/African American and Asian households earning between 30-50% AMI experienced a disproportionate level of severe problems.

While the data shows that Asian, Black, and American Indian/Alaskan Native households are disproportionately affected by housing problems, the small sample size for each of these minority groups limits statistical inferences.

NA-25 Disproportionately Greater Need: Housing Cost Burdens - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD defines a disproportionately greater housing need when a racial or ethnic group experiences housing problems at a rate over 10 percentage points than that of the corresponding income level as a whole. "Cost-burdened" is defined as paying more than 30% of household income on housing, and severely cost burdened is defined as paying greater than 50% of household income on housing.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	44,643	10,175	9,133	988
White	26,047	5,924	4,678	385
Black / African American	590	230	163	100
Asian	310	40	99	0
American Indian, Alaska Native	170	74	120	0
Pacific Islander	45	10	25	0
Hispanic	16,604	3,725	3,858	503

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

Discussion

The supplemental data table summarizes the percentage of each racial/ethnic group experiencing cost burden at various levels. Based on these definitions, no racial or ethnic group meets or exceeds the 10 percentage point threshold for disproportionate housing cost burden.

NA-30 Disproportionately Greater Need: Discussion - 91.205 (b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Several racial groups experienced disproportionately greater need than the needs of that income category as a whole, but the small numbers of those populations limit statistical inferences.

Housing problems:

- American Indian/Alaska Natives, 0-30% AMI
- Asian households, 0-30% AMI
- Black/African American households, 50-80% AMI

Severe housing problems:

- Asian households, 0-30% AMI and 30-50% AMI
- American Indian/Alaskan Native households, 0-30% AMI
- Black households, 30-50%

If they have needs not identified above, what are those needs?

The needs among race/ethnicities are indicated above. Income categories have more general needs as described in NA-10 and the Housing Market Analysis.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

According to ACS, the City of Pueblo is primarily white (70.3%) and Hispanic (48.4%). Black/African Americans and American Indian/Alaska Natives each make up 2.9% and 2.7% of the population, respectively, while Asians represent less than 1%.

For the purposes of this Consolidated Plan, concentration is defined as a census tract where a minority group's population is ten percentage points higher in that census tract than its proportion in the City's population.

See the Unique Appendix for additional information including a table of census tracts.

DRAFT

NA-35 Public Housing - 91.405, 91.205 (b)

Introduction

The Housing Authority for the City of Pueblo (HACP) manages and operates public housing for the City to benefit eligible low-income families, seniors, and persons with disabilities. By working in partnership with the public and private sectors, HACP provides families with housing choice and the opportunity to achieve self-sufficiency. The information generated by the eCon tool in IDIS is insufficient to adequately describe the City’s public housing; therefore, the supplemental tables in the following sections were populated using data that was gathered from the HACP.

See the Unique Appendix for additional information.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	33	216	875	1,430	1	1,357	32	0	0

Table 22 - Public Housing by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	6,338	7,555	13,314	10,341	4,368	10,226	6,973	0
Average length of stay	2	3	4	7	0	7	0	0
Average Household size	2	2	2	2	2	2	1	0
# Homeless at admission	0	0	1	4	0	2	2	0
# of Elderly Program Participants (>62)	1	15	253	215	0	210	3	0
# of Disabled Families	9	75	196	583	0	546	19	0
# of Families requesting accessibility features	33	216	875	1,430	1	1,357	32	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	31	206	841	1,362	1	1,296	27	0	0
Black/African American	2	9	31	65	0	59	4	0	0
Asian	0	1	0	1	0	1	0	0	0
American Indian/Alaska Native	0	0	3	2	0	1	1	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	15	112	504	878	0	839	10	0	0
Not Hispanic	18	104	371	552	1	518	22	0	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

DRAFT

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8 requires that 5% of all public housing units be accessible to persons with mobility impairments. Another 2% of public housing units must be accessible to persons with sensory impairments. The Uniform Federal Accessibility Standards (UFAS) is the standard against which residential and non-residential spaces are judged to be accessible. According to data provided by HACP, 4 of the public housing units are ADA/504 Accessible. Data of the accessibility of HCV/Section 8 units is not available.

HACP does not currently maintain a waiting list for accessible units; however it intends to create a separate wait-list for ADA-accessible units as part of its 2021 Annual Plan. The data provided by the HACP indicates that 17 families in public housing and 9 voucher-holding families requested accessibility features.

What are the number and type of families on the waiting lists for public housing and section 8 tenant-based rental assistance? Based on the information above, and any other information available to the jurisdiction, what are the most immediate needs of residents of public housing and Housing Choice voucher holders?

According to HACP's 2021 Annual Plan, there are 742 families on the public housing waiting list; over ninety percent (674) are extremely low income, and 78% (580) are families with children. The greatest needs of households currently living in public housing continue to be stable, decent living conditions and access to opportunity in the form of employment, education, and/or transportation connections to neighborhood amenities. HACP continues to address the most immediate needs of its public housing residents by keeping the maximum number of public housing units possible available and in good condition.

There are 473 families on HACP's waiting list for HCV/Section 8 housing; over ninety-percent (442) are extremely low income, and 84% (396) are families with children. For households utilizing the Housing Choice Voucher (HCV) program, the immediate need is an increased supply of decent, affordable housing. Additional needs of those households accessing various forms of publicly supported housing include access to employment supportive public transportation, employment opportunities, and barrier removal for the elderly and disabled.

How do these needs compare to the housing needs of the population at large

A majority of City households are cost-burdened, emphasizing a need to increase the supply of affordable housing as well as its quality to improve housing choice, living environments, and promote self-sufficiency of LMI households. According to CHAS data, of renter-households earning below 30% HAMFI, 52% of other (non-family) households, 43% of large related households, and 42% of small related households are cost burdened; of renter-households in this income tier, 84% of other

households, 77% of large related households, and 73% of small related households are severely cost burdened. Stakeholders reported that the waiting lists for public housing and the Section 8 Voucher Program are between 3 and 5 years. Until a unit or voucher becomes available, households on the waiting list continue to subsist on extremely low incomes in housing conditions that are likely unaffordable, inadequate, or both.

Discussion

DRAFT

NA-40 Homeless Needs Assessment - 91.405, 91.205 (c)

Introduction:

Pueblo is a member of the statewide Colorado Coalition for the Homeless and receives funding through the statewide balance. The Colorado Balance of State Continuum of Care (BoS CoC) conducts an annual point-in-time (PIT) count of people experiencing homelessness. The PIT provides a “snapshot” of the homeless population and subpopulations for the Colorado Balance of State and captures information about demographic characteristics and risk factors related to homelessness.

The Colorado BoS CoC conducts a sheltered count every year and both a sheltered and unsheltered count every odd year; the 2024 PIT count only records sheltered unhoused people. Of those 120 counted in 2024, 101 were in emergency housing and 19 were in transitional housing. Twenty-one had some type of disabling condition -- 12 had a physical disability while 10 had a mental health concern. Ten were classified as using substances.

The 2023 PIT count (the latest available) noted that Pueblo was one of the three Colorado counties with the largest share of unhoused individuals, at 16%. In that count, 137 people were in emergency shelter or transitional housing, while 222 people were unsheltered.

The below table indicates all the information available in the 2023 PIT count; where the information is not available, fields are left blank.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	0	0	0	0	0	0
Persons in Households with Only Children	0	0	0	0	0	0

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Only Adults	0	0	0	0	0	0
Chronically Homeless Individuals	125	9	134	0	0	0
Chronically Homeless Families	0	0	0	0	0	0
Veterans	18	3	21	0	0	0
Unaccompanied Child	0	0	2	0	0	0
Persons with HIV	2	0	0	0	0	0

Table 26 - Homeless Needs Assessment

Data Source Comments: Balance of State Colorado PIT count 2023

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Data for the number of persons becoming and exiting homelessness each year and the number of days that persons experienced homelessness is not available for homeless individuals and families, families with children, veterans and their families, and unaccompanied youth in the City of Pueblo. This data is not collected at this time.

However, the 2023 PIT for the BOS found that 81% were households with only adults, but 18% were households with at least one adult and one child. Unaccompanied children were 2% of the total. Notably, 62% of unhoused adults had one or more disabling condition, and 37% of all unhoused adults were chronically homeless, pointing toward the need for additional services for these individuals.

DRAFT

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	100	129
Black or African American	10	8
Asian	1	1
American Indian or Alaska Native	13	21
Pacific Islander	0	2
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	63	64
Not Hispanic	74	89

Data Source

Comments:

Balance of State Colorado PIT count 2023

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The PIT count for the BOS found that 18% of unhoused people in Pueblo were households with at least one adult and one child. Pueblo's PIT counted 21 veterans (both sheltered and unsheltered) in need of housing assistance, but did not include information on families of veterans.

Economic factors in housing supply have increased housing costs. Families with young children are also burdened with childcare expenses, or lack of economic opportunity if they can't secure childcare during working hours, increasing precarity for these households. Increasing affordable one- or two-bedroom housing units (for example, through more multifamily construction) may help ease cost burdens through greater supply. These households would likely also benefit from rental assistance.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Homelessness percentages tend to closely follow the city's racial and ethnic demographics. The City's population is 48% Hispanic, and 49% of unhoused individuals in the 2023 PIT count were Hispanic. Pueblo is 70.3% white, and 73% of the homeless population was white. However, Black/African Americans make up 2.7% of the city's population, but 6% of its homeless percentages.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

According to the 2023 CO BOS PIT data for Pueblo, most unhoused people are unsheltered -- 62% were unsheltered, compared to 38% that were either in emergency shelters or transitional housing. Only 12% of the total were in transitional housing. Given that transitional housing is a pathway to stable permanent housing for many types of unhoused individuals, an increase in transitional housing may be beneficial for long-term help for the unhoused population in Pueblo. The PIT count also noted that 37% of unhoused individuals had a chronic illness, and 17% had a serious mental illness, while 11% had a substance abuse disorder.

Discussion:

NA-45 Non-Homeless Special Needs Assessment - 91.405, 91.205 (b,d)

Introduction

Persons with special needs include the elderly and frail elderly, persons with severe mental illness, persons with developmental disabilities, persons with physical disabilities, and persons with alcohol/other drug addictions. In addition, many persons with such special needs also have very low incomes.

Describe the characteristics of special needs populations in your community:

Individuals who have special needs are typically extremely low income and face tremendous challenges finding housing that they can afford. Individuals with special needs may also require supportive services in addition to affordable housing. Public and private sources have limited funds available for these purposes, making it difficult for non-profit organizations to develop and operate housing and supportive service programs.

Elderly

Elderly persons are more likely to live on fixed, very low incomes or require special supportive service to complete their daily routines. This means elderly residents especially need affordable housing options and easy access to service providers.

According to ACS 2015-2019 estimates, 31.4% of households consist of at least one person aged 65 or over. In addition, the Census reported that 45.6% of persons 65 years and over had at least one disability in 2019; 30.3% of whom experienced an ambulatory difficulty and 17% experienced an independent living difficulty.

Persons with Disabilities

According to , 20.9% of the City's population (22,560 persons) identify as having one or more disabilities. Individuals with ambulatory disabilities generally require accessible housing units, and individuals with independent living disabilities may require assisted living facilities. Data from 2019 ACS 5-Year Estimates indicates that 55.1% indicated an ambulatory difficulty; 38.2% reported a cognitive difficulty.

In the City, 22.3% of all adults aged 18-64 live below the poverty line. However, there are differences in the incidence of poverty by disability status. For people with a disability, 39.3% live below the poverty line as compared to 18.2% of people without a disability.

Substance Abuse and Addiction

Behavioral health, including substance abuse, has been a frequent priority of the Pueblo County Public Health Department. In Pueblo County, the overdose death rate has fallen dramatically after public health initiatives to address the issue. In 2022, the overdose death rate was 22.87 per 100,000; by 2024, that rate had fallen to 18.89 per 100,000. However, substance abuse remains a detriment. Overdose deaths overwhelmingly affect males, with age groups 30-39 and 50-59 most commonly affected (at 29% and 21%, respectively).

What are the housing and supportive service needs of these populations and how are these needs determined?

Summarizing the above estimates and input received during stakeholder interviews held in preparing the Five-Year Consolidated Plan, the most significant needs for these populations are:

- Access to clean, safe, and affordable housing for renters and owners;
- Assistance making repairs to owner-occupied homes, including accessibility improvements;
- Removal of abandoned or unsafe/blighted homes, and replacement with new housing
- Rehabilitation of rental units;
- Increasing the number of designated supportive housing units and permanent supportive housing for families and people discharging from institutions, including respite beds for persons with medical needs; and
- Increasing emergency shelter beds.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

The Housing Opportunities for Persons With AIDS (HOPWA) Program is the only Federal program dedicated to the housing needs of people living with HIV/AIDS. Under the HOPWA Program, HUD makes grants to local communities, States, and nonprofit organizations for projects that benefit low-income persons living with HIV/AIDS and their families. The City of Pueblo does not receive HOPWA funds.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

Discussion:

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Through CDBG funds, the City of Pueblo can fund the construction, rehabilitation, or installation of public facilities. Eligible public facilities include neighborhood facilities (such as educational centers, parks, recreation centers, and libraries) and facilities for special needs populations (such as homeless shelters, elderly facilities, or centers for people with disabilities).

Stakeholder interviews cited a strong need for additional facilities to aid the unhoused population. Public meeting responses and public survey data also focused on homelessness facilities, but additionally highlighted the need for community centers, public transportation, healthcare facilities, and parks & recreation facilities.

How were these needs determined?

The City of Pueblo facilitated a series of stakeholder communications, a public survey, and public meetings regarding the needs across the community. Additionally, Pueblo analyzed CHAS data on housing problems and cost burden in the community, ACS data on poverty among groups such as elderly and the disabled, and the Colorado Coalition for the Homeless point-in-time count.

Describe the jurisdiction's need for Public Improvements:

Through the investment of CDBG funds, the City can also fund the construction, rehabilitation, or installation of public improvements. Public improvements include, but are not limited to, street and sidewalk improvements, water and sewer installation, and maintenance and ADA compliance construction and rehabilitation.

According to public survey data and public meeting discussion, improvements to roads, sidewalks and public transportation could improve public safety as well as enhance lower-income residents' economic opportunities by making it easier to access jobs and services.

How were these needs determined?

The City of Pueblo facilitated a series of stakeholder interviews and public meetings and received feedback regarding the needs across the community.

Describe the jurisdiction's need for Public Services:

Through the investment of CDBG funds, the City can fund an array of public services. Eligible public services include, but are not limited to, homeless services, education and workforce development programs, homebuyer counseling, elderly care and programs, and childcare and health services for low-moderate-income households.

According to public survey responses and public meeting discussions, public service needs include:

- Youth programs (day programs, summer camps, after-school activities, and job training);
- Mental health services for individuals and families who are homeless or at risk of homelessness;
- Substance abuse services
- Homeless services to help individuals maintain housing and economic independence

How were these needs determined?

The City of Pueblo facilitated a series of stakeholder interviews and public meetings and received feedback regarding the needs across the community.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

This market analysis identifies the need to advance efforts to create a diverse supply of additional affordable units. Ideally, the City of Pueblo will have a mix of housing to accommodate households of all types and income levels. The City's housing strategies will be especially guided by the increasing mismatch between incomes and housing costs and the specific accommodations necessary to ensure that special needs populations have adequate affordable housing options with appropriate supportive services where needed.

General conclusions about the market, as described in the following pages, include:

- Single family units – which tend to be larger than multi-family units – comprise 75% of the housing stock. There is a need for more multi-family housing units which tend to be more affordable, particularly for small families with children and single-person households, demographic groups particularly prone to cost burden and severe cost burden.
- The high incidence of poverty among households with children and persons with disabilities points to the need for affordable housing, particularly within the renter-occupied market.
- Stakeholders noted that the available housing inventory is inadequate across all price points; the fair market rent for a two-bedroom apartment in Pueblo is well out of reach for a full-time minimum wage worker, even with recent increases in Colorado's minimum wage.
- A majority of the housing stock, both renter- and owner-occupied units, in the City was constructed prior to 1979. The age of the housing stock points to the need for residential rehabilitation of both renter- and owner-occupied units.
- The greatest number of employment opportunities within the City occur in the education and health care sector, which generally require a minimum of a Bachelor's degree. This sector also imports the largest number of workers, suggesting that the current workforce does not have training or education that match the employment opportunities in the City, and that additional training or retraining opportunities are needed and/or may not be utilized by currently unemployed residents.

MA-10 Housing Market Analysis: Number of Housing Units - 91,410, 91.210(a)&(b)(2)

Introduction

According to the below CHAS data, there are 70,887 total residential units in the city of Pueblo, the vast majority (75%) of which are single-unit detached. Large multi-family (20+ units in a building) and alternative types of units (mobile homes, boats, etc.) are the next most-common types of housing, at 6% apiece.

According to 2019-2023 American Community Survey data, most housing is owner-occupied (68.3%), and 84.5% of the population has been living in their current homes for more than one year.

Housing size follows a few notable patterns, according to ACS data: Owner-occupied units are typically larger homes, with a notable concentration in the 3-bedroom (11,952 units) and 4+ bedroom (8,323 units) categories. Conversely, renter-occupied units are heavily concentrated in smaller dwellings, with a substantial majority in the 0-1 bedroom (5,112 units) and 2-bedroom (7,522 units) ranges.

There is a need for more multi-family housing units which tend to be more affordable, particularly for small families with children, the elderly, and the disabled, demographic groups that frequently live below the poverty line.

Data from the 2023 ACS indicates that among the entire County population, 15.4% live below the poverty line. Among children under the age of 18 and seniors over the age of 65, approximately 19.4% and 18%, respectively, live below the poverty line. For persons with a disability, 16% live below the poverty line. The high incidence of poverty among households with children, seniors, and persons with disabilities points to the need for affordable housing, particularly within the renter-occupied market.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	53,165	75%
1-unit, attached structure	2,505	4%
2-4 units	3,648	5%
5-19 units	3,020	4%
20 or more units	4,545	6%
Mobile Home, boat, RV, van, etc	4,004	6%
Total	70,887	100%

Table 27 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	169	0%	870	4%
1 bedroom	858	2%	5,189	23%
2 bedrooms	8,729	21%	8,174	36%
3 or more bedrooms	32,494	77%	8,463	37%
Total	42,250	100%	22,696	100%

Table 28 – Unit Size by Tenure

Data Source: 2016-2020 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Currently, the portfolio of the Public Housing Program, operated by the Housing Authority of the City of Pueblo (HACP), has 689 rental units ensuring long-term housing. The Low-Income Tax Credit (LIHTC) properties have 286 units, of which 121 units are the Project Based Rental Assistance Program, and 55 units are Project Based Voucher Program which are tied to subsidized housing for long-term affordability.

The remaining 110 LIHTC properties are of mixed-income developments that promote sustainable affordability. HACP prioritized housing solutions for elderly residents and people with disabilities with 132 units in Section 8 New Construction and 96 units in the 202 PRAC programs. The Housing Choice Voucher Program enables family rental assistance in the private market. Currently, there are approximately 1,200 vouchers being administered by HACP.

HOME activities undertaken in 2023 included two new multi-family construction projects (77 units), one multi-family rehabilitation project (16 units), and continued tenant-based rental assistance.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Housing units that receive tax credits or other forms of assistance can be at risk of being converted to market rate housing upon maturity of the tax credits or the affordability period, typically 15, 20, or 30 years. Without subsidies, many of these units will be lost to the low-income market, either through higher, non-subsidized rents being charged or from owners abandoning or converting units. The potential loss of these units would be significant in Pueblo should Section 8 subsidies not be renewed. If any of these units are lost to the low-income residents, HACP's waiting list will likely increase. However, subsidies are, in most cases, renewed as the owners of such housing often opt to stay in the program to ensure rent payments.

Does the availability of housing units meet the needs of the population?

The number of available housing units is insufficient to meet the needs of the population. According to HACP's 2021 Annual Plan, there are 742 families on the public housing waiting list; over ninety percent (674) are extremely low income, and 78% (580) are families with children. There are 473 families on HACP's waiting list for HCV/Section 8 housing; over ninety-percent (442) are extremely low income, and 84% (396) are families with children.

Describe the need for specific types of housing:

Single family units – which tend to be larger than multi-family units – comprise 75% of the housing stock. There is a need for more multi-family housing units which tend to be more affordable, particularly for small families with children, the disabled, and the elderly. Stakeholders confirmed these findings, reporting that the greatest need is split between studio/one-bedroom apartments and multi-family units.

Discussion

MA-15 Housing Market Analysis: Cost of Housing - 91.410, 91.210(a)

Introduction

The HUD-provided table below (Table 44) indicates the number of affordable units available to households with various income levels.

The 2,394 rental units identified as affordable to households earning 30% of the HUD-adjusted Median Family Income (HAMFI) represent 9.4% of the 25,557 units of renter-occupied housing inventory in the County as of the below charts, which incorporate data from 2020. Just over 31% of renter housing is affordable to households earning 50% HAMFI.

The Fair Market Rent (FMR) for a two-bedroom unit in the County of Pueblo in 2020 was \$1,124 per month, according to the below tables. To avoid being cost burdened, a household needed to earn \$44,960 per year, or roughly \$21.61 per hour. (The minimum wage in Colorado was \$12 per hour in 2020, meaning a worker would earn \$24,960 per year for a 40-hour workweek.)

Fair market rent for a two-bedroom has increased to \$1,258 in 2025, meaning a household would need to earn \$50,320 in order not to be cost burdened. The minimum wage has increased to \$14.89 as of 2025, or \$30.97 for a 40-hour workweek, still leaving minimum-wage earners unable to comfortably afford a FMR two-bedroom on a 40-hour workweek.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	0	0	0%
Median Contract Rent	0	0	0%

Table 29 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	5,570	24.5%
\$500-999	13,311	58.6%
\$1,000-1,499	3,135	13.8%
\$1,500-1,999	425	1.9%
\$2,000 or more	185	0.8%
Total	22,626	99.7%

Table 30 - Rent Paid

Data Source: 2016-2020 ACS

	Base Year: 2010		Most Recent Year: 2015		% Change	
	City	County	City	County	City	County
Median Home Value	\$120,600 (\$130,073 in 2015)	\$140,700 (\$151,752 in 2015)	\$114,200	\$138,600	-5.31% (-12.20% adjusted)	-1.49% (-8.67% adjusted)
Median Contract Rent	\$517 (\$558 in 2015)	\$537 (\$579 in 2015)	\$577	\$601	11.61% (3.48% adjusted)	11.92% (3.77% adjusted)
Median Income	\$34,323 (\$37,019 in 2015)	\$40,699 (\$43,896 in 2015)	\$34,550	\$41,286	0.66% (-6.67% adjusted)	1.44% (-5.95% adjusted)

Source: 2006-2010 5-Year ACS (2009 5-Year Estimates no longer available), 2011-2015 5-Year ACS (B19013, B25077, B25058)

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	2,394	No Data
50% HAMFI	7,972	4,684
80% HAMFI	15,191	13,415
100% HAMFI	No Data	19,075
Total	25,557	37,174

Table 31 – Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	815	854	1,124	1,471	1,674
High HOME Rent	657	661	875	1,124	1,234
Low HOME Rent	596	638	766	885	987

Table 32 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

There is insufficient housing for 0-80% HAMFI income groups, particularly for extremely low- and very low- income households in the City.

According to 2020 CHAS data analyzed in the Needs Assessment, there are 20,005 households earning between 0% and 50% of the median family income in Pueblo. However, there are only 15,050 housing units (both renter and owner-occupied) affordable to these households, accommodating only 75.2% of this population. Stakeholders also noted that the available housing inventory is inadequate across all price points.

How is affordability of housing likely to change considering changes to home values and/or rents?

Median income has struggled to keep pace with inflation in recent years. For example, although the Federal Reserve Bank of St. Louis estimates that Pueblo County income rose from \$50,885 in 2020 to \$63,801 in 2023 (the latest estimate), the Bureau of Labor Statistic's inflation calculator shows a household would need to earn \$65,138 to maintain buying power over that time. That erosion of buying power presents challenges for affording housing.

As for housing costs specifically, the County and City of Pueblo commissioned a Housing Assessment and Strategy Report, released in 2021 and updated in 2024, noting the particular difficulties of maintaining and increasing affordable housing stock in the current economic and regulatory environment. In 2024, the report noted that apartment rents had spiked an average of 30% from mid-2021 to the end of 2022, while single-family-home sales prices had also risen noticeably, with the average price increasing by 150% over the previous 10 years. New housing development of all types is the core solution to these problems, according to the report, but housing production has not kept pace. The report noted that construction costs are not favorable for rapid production for the foreseeable future, forecasting a continued housing shortage that prevents more affordable housing. It recommended regulatory revisions to ease the high cost of construction, and Pueblo is currently changing its zoning ordinances to facilitate this.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Area Median Rent is \$1,268, while the FMR for a 2-bedroom unit is \$1,124. As discussed above, the FMR is not attainable for most lower-income households. Rental housing costs are increasing while median income struggles to keep up, meaning that housing costs account for a relatively larger share of income for renters.

As housing construction and rehabilitation costs rise, it will be increasingly difficult to produce much needed affordable housing. Efficient creation of new affordable units is important for maintaining affordability.

Discussion

MA-20 Housing Market Analysis: Condition of Housing - 91.410, 91.210(a)

Introduction

The following data provide an overview of the condition of housing in the City of Pueblo.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

Standard Condition: No major structural defects; adequate plumbing and kitchen facilities; appearance which does not create a blighting influence; and the house meets additional, more stringent, local standards and building codes, including lead-based paint clearance.

Substandard Condition but Suitable for Rehabilitation: The nature of the substandard condition makes rehabilitation both financially and structurally feasible.

Housing Conditions

Condition of units is assessed using the same criteria as in the Needs Assessment. This includes: 1) lacks complete plumbing facilities, 2) lacks complete kitchen facilities, 3) more than one person per room, 4) cost burden (amount of income allocated to housing) is greater than 30%, and 5) complies with applicable building code standards.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	9,460	22%	10,335	46%
With two selected Conditions	223	1%	740	3%
With three selected Conditions	0	0%	50	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	32,570	77%	11,577	51%
Total	42,253	100%	22,702	100%

Table 33 - Condition of Units

Data Source: 2016-2020 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	9,448	22%	3,339	15%
1980-1999	9,013	21%	4,805	21%
1950-1979	16,196	38%	9,280	41%

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Before 1950	7,544	18%	5,260	23%
Total	42,201	99%	22,684	100%

Table 34 – Year Unit Built

Data Source: 2016-2020 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	23,740	56%	14,540	64%
Housing Units build before 1980 with children present	3,760	9%	2,231	10%

Table 35 – Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS

Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing.

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Estimate the number of housing units within the jurisdiction that are occupied by low or moderate income families that contain lead-based paint hazards. 91.205(e), 91.405

Lead-based paint was banned from residential uses in 1978. All houses constructed before 1978 are therefore considered at risk for containing lead-based paint. HUD has made the elimination of housing units containing lead-based paint a priority, estimating that 90% of pre-1940 housing units, 80% of units constructed between 1940-1959, and 62% of units constructed from 1960-1979 contain lead-based paint.

Lead-based paint hazards pose the greatest risk for children, especially those under seven years of age. The poisoning of children from contact with lead-based paint has been recognized as a major public health problem by the Center for Disease Control (CDC). According to the CDC, lead is the number one environmental health hazard to American children. It is estimated that 10%-15% of all preschoolers in the United States are affected. Lead poisoning causes IQ reductions, reading and learning disabilities, decreased attention span, hyperactivity, and aggressive behavior.

The HUD IDIS-generated table above provides data on owner-occupied and renter-occupied units built before 1980, and housing units built before 1980 with children present. As the table indicates, though there are a higher proportion of renter-occupied units built prior to 1980, children are almost equally likely to be impacted by lead-based paint hazards in both owner- and renter-occupied units.

Discussion

MA-25 Public And Assisted Housing - 91.410, 91.210(b)

Introduction

The Housing Authority for the City of Pueblo (HACP) operates 778 conventional public housing units for low-income, elderly, and disabled Pueblo residents. By working in partnership with the public and private sectors, the HACP provides families with housing choice and the opportunity to achieve self-sufficiency. The information generated by the eCon tool in IDIS is insufficient to adequately describe the City’s public housing; therefore, the supplemental tables in the following sections were populated using data that was gathered from HACP.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	30	215	901	1,501	0	1,501	263	0	0
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 37 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The Housing Authority for the City of Pueblo (HACP) operates 778 conventional public housing units for low-income, elderly, and disabled Pueblo residents. Per HACP’s 2021 Annual Plan, it also manages 214 homes in the area. In addition, HACP is approved to administer 1,540 HCV/Section 8 units, including 60 HCV’s specifically for veterans.

HUD's Real Estate Assessment Center conducts physical property inspections of properties that are owned, insured or subsidized by HUD, including public housing and multifamily assisted housing. The purpose is to ensure that public housing units are decent, safe, sanitary, and in good repair. Of the 16 multifamily units inspected, only one (Casa Del Sol) received a non-passing grade (grade received: 54c on 2/15/2023) in the past several years. Buildings must receive a 60 to be considered passing. However, other buildings received a "c" rating, meaning that at least one life-threatening health and safety deficiency was found. Non-life threatening health and safety deficiencies were found in four of the 12 multifamily developments inspected ('b' ratings). Four of the 16 buildings received a "c" rating, and five received a "b."

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Per its 2021 Annual Plan, the HACP has leveraged private and other public funds to begin construction on Mountain View Townhomes, consisting of 51 new affordable housing units. Mountain View Townhomes are the second of a four-phase project to demolish and replace the 212-unit Sangre de Cristo Apartments. Phase one of the project, construction of the 72-unit Uplands Townhomes, has been completed.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The HACP has established the following strategy in its 5-Year PHA Plan to improve the living environment of public housing residents:

- Implement measure to deconcentrate poverty by bringing higher income public housing households into lower income developments;
- Implement measures to promote income missing in public housing by assuring access for lower-income families into higher-income developments;
- Implement public housing security improvements, such as increased lighting and security officers in high-crime areas.

In addition, the HACP administers the Family Self-Sufficiency Program (FSS), in which families sign a 5-year contract to become self-sufficient. The program allows families to set aside a portion of rent increases, as a result of increases in earned income during the contract, into an escrow account. At the end of the contract families receive the escrow account to use as a down payment on the purchase of a home or for deposits and other fees associated with renting in the private market. Homeownership counseling is also offered to residents enrolled in the program. As of October, 2020, there were a total of 47 FSS participants; 29 in public housing, and 18 in Section 8.

Discussion:

Explanation of Inspection Scores in Public Housing Condition Table:

- An asterisk (*) indicates that health and safety (H&S) deficiencies were found with respect to smoke detectors.

- The lower-case letter indicates whether or not other kinds of H&S deficiencies were observed, as follows:

a) The letter "a" is given if no health and safety deficiencies were observed other than for smoke detectors.

b) The lower-case letter "b" is given if one or more non-life threatening H&S deficiencies, but no exigent/fire safety H&S deficiencies were observed other than for smoke detectors.

c) The lower-case letter "c" is given if one or more life threatening exigent/fire safety (calling for immediate attention or remedy) H&S deficiencies were observed.

MA-30 Homeless Facilities and Services - 91.410, 91.210(c)

Introduction

This section of the Consolidated Plan lists and describes housing facilities and services available to meet the needs of the homeless population in the City of Pueblo. The City supports the cooperative efforts and activities of local service providers through its membership in the Colorado Balance of State Continuum of Care (BoS CoC). The BoS CoC works to address homelessness and the priority needs of homeless individuals and families, including homeless subpopulations. To the extent possible, the City also assists agencies seeking federal, state, and private funding for housing and activities related to homelessness and those at risk of homelessness.

Facilities Targeted to Homeless Persons

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	96	0	0	35	0
Households with Only Adults	96	0	13	9	25
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	10
Unaccompanied Youth	0	10	0	0	0

Table 39 - Facilities Targeted to Homeless Persons

Data Source Comments: Source: 2025 PIT BoS CoC

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

Affordable Housing:

For those homeless or low-income citizens who are seeking to obtain rental housing or to purchase a home, the City of Pueblo has several programs that assist with education on home purchase, and the Colorado Housing and Finance Authority provides down payment assistance.

In addition to the Housing Authority programs described in Section MA-25, nonprofit organizations throughout Pueblo help boost affordable housing: Nancy's Place offers youth aging out of foster care an affordable housing option; Neighborworks of Southern Colorado offers homebuyer education and down payment assistance; Posada offers tenant-based rental assistance (TBRA) funding through the HOME program.

Education and Employment:

Education, training, and employment opportunities are available through Pueblo Corporate College's Mobile Learning Lab, Pueblo City-County Library, Re-Hire Colorado, and the Colorado Workforce Center. In addition, the Boys and Girls Club offers a workforce development initiative to prepare high school students for employment, and Pueblo Diversified Industries provides job training for the developmentally disabled.

Food and Meals:

A number of organizations provide meals and food assistance to households facing food insecurity, including homeless households, including: Catholic Charities, Pueblo Community Soup Kitchen, Pueblo Food Project, Cooperative Care Center, Care and Share, Salvation Army, and the Center Toward Self-Reliance. The Senior Resource Development Agency (SRDA) provides food assistance, as does the USDA Food Distribution Program.

Health Counseling:

The following organizations provide healthcare counseling, including general health, general counseling, mental health, substance abuse, maternal, and reproductive health services that complement services targeted to homeless persons: Health Solutions, Friendly Harbor, Crossroads' Managed Care, Catholic Charities, YWCA, and Pueblo Community Health Center. UC Health University of Colorado Hospital also has programs dedicated toward assisting unhoused people.

Transportation:

The City of Pueblo's public transportation provider covers most of the City; however, stakeholders identified transportation as a barrier for low-income households to access services and travel to and/or

from employment opportunities. The Senior Resource Development Agency (SRDA) offers a transportation program to provide the elderly with rides to medical appointments, grocery shopping, recreation, and legal and social services.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The following presents an inventory of service providers dedicated to assisting the homeless within the City of Pueblo:

Posada:

- Provides an 11-unit emergency shelter and supportive services to families with children. Case workers provide assistance and referrals for shelter, food, employment assistance, and review options for low-income housing, as well as identifying community resources and programs to obtain self-sufficiency.
- Sunset Motel provides a 16-unit SRO for seniors
- Nancy's Place provides an affordable housing option for youth aging out of foster care with a 7-unit, single-room occupancy facility

YWCA:

- Provides short-term emergency shelter for survivors of domestic violence.

The Pueblo Shelter

- Provides a 95-bed emergency shelter to single adult men and women

Health Solutions

- The Right Place provides permanent supportive housing (30-35 units)

Crazy Faith Ministries

- Emergency shelter

Pueblo Rescue Mission: Provides 95-bed emergency shelter to single adult men and women.

Nancy's Place: Provides an affordable housing option for youth aging out of foster care via a 7-unit, single-room occupancy facility.

MA-35 Special Needs Facilities and Services - 91.410, 91.210(d)

Introduction

The special needs population includes individuals having mobility impairments, disabilities, or that require supportive services. Typically, this population has severe or persistent mental illness, development and/or physical disabilities. Several organizations provide facilities and services for special needs populations in the City of Pueblo.

Various supportive housing needs of the non-homeless have been identified by service providers who were interviewed during the Consolidated Plan process. Cited needs include home repair and maintenance for the elderly, accessibility improvements, housing for people with mental illness and disabilities, mental health and addiction services, and affordable housing for all sub-populations.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Supportive housing is defined as living units that provide a planned services component with access to a wide range of services needed for the resident to achieve personal goals. Various populations with special needs require supportive housing. For some individuals, supportive housing is needed because they are unable to undertake the activities of daily living without assistance. The specific needs of local special needs subpopulations are described in NA-45, Non-Homeless Special Needs Assessment.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

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Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City plans to undertake the following activities within the next year to address identified housing and supportive service needs for the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, and public housing residents:

- Support the development of least-restrictive and affordable housing for developmentally disabled persons and support the expansion of services to developmentally disabled persons;
- Support the development of housing adaptable to the needs of physically disabled persons and modify housing to meet the needs of physically disabled; and
- Continue to work with service agencies that provide assistance to the developmentally and physically disabled community, as well as agencies providing services to youth and elderly populations.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

See above.

MA-40 Barriers to Affordable Housing - 91.410, 91.210(e)

Describe any negative effects of public policies on affordable housing and residential investment

The City is preparing an Analysis of Impediments to Fair Housing Choice concurrently with the Consolidated Plan for 2025. This AI noted that as housing prices rise relative to income, the City must continue its work in creating conditions for efficient development of new housing stock.

Unleashing market-rate housing can ease pressure on housing costs down the economic spectrum, as higher-income residents are often attracted to newer developments and therefore do not displace incumbent residents or outbid lower-income competitors for existing housing stock. However, new building permits dropped significantly after 2021, according to the Pueblo Comprehensive Plan and the Housing Needs Assessment, updated in 2024.

To facilitate efficiency in developing new housing stock and helping residence afford housing, the City's action plan includes:

- Ensuring that municipal zoning ordinances relax restrictions on multifamily housing where appropriate, especially in infill areas
- Exploring land-use designations for high-density housing
- Decreasing construction costs by modernizing codes
- Reforming acquisition and disposition policies of city-owned real estate to encourage development
- Streamlining city/county coordination for speedier development processes

This is not a comprehensive list, but rather examples of the most targeted ways in which the City and County of Pueblo are working to update existing public policies and encourage residential investment over the next five years.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

The largest number of workers who live in the City, according to the Business Activity table below, are employed in Education and Health Care Services (26%). This is consistent with the types of employment opportunities available for City residents; major employers in the area include Colorado State University-Pueblo, Pueblo Community College, Colorado Technical University, Intellitec College, as well as St. Mary Corwin and Parkview Hospitals.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	351	50	1	0	-1
Arts, Entertainment, Accommodations	5,143	5,468	16	18	2
Construction	2,514	1,350	8	4	-4
Education and Health Care Services	8,032	10,934	26	36	10
Finance, Insurance, and Real Estate	1,449	1,366	5	5	0
Information	424	423	1	1	0
Manufacturing	2,891	1,643	9	5	-4
Other Services	1,177	1,137	4	4	0
Professional, Scientific, Management Services	1,627	835	5	3	-2
Public Administration	0	0	0	0	0
Retail Trade	5,360	5,947	17	20	3
Transportation and Warehousing	1,059	433	3	1	-2
Wholesale Trade	1,174	617	4	2	-2
Total	31,201	30,203	--	--	--

Table 40 - Business Activity

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	49,085
Civilian Employed Population 16 years and over	45,320
Unemployment Rate	7.65
Unemployment Rate for Ages 16-24	20.56
Unemployment Rate for Ages 25-65	4.45

Table 41 - Labor Force

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	8,180
Farming, fisheries and forestry occupations	1,695
Service	5,995
Sales and office	10,715
Construction, extraction, maintenance and repair	4,405
Production, transportation and material moving	2,765

Table 42 – Occupations by Sector

Data Source: 2016-2020 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	34,953	81%
30-59 Minutes	5,859	14%
60 or More Minutes	2,213	5%
Total	43,025	100%

Table 43 - Travel Time

Data Source: 2016-2020 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	2,530	410	3,160

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
High school graduate (includes equivalency)	9,890	810	6,465
Some college or Associate's degree	14,750	1,045	5,760
Bachelor's degree or higher	9,115	250	1,975

Table 44 - Educational Attainment by Employment Status

Data Source: 2016-2020 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	190	365	585	695	1,125
9th to 12th grade, no diploma	1,635	1,465	1,190	1,810	1,430
High school graduate, GED, or alternative	3,530	4,605	3,830	8,725	6,455
Some college, no degree	3,825	4,340	3,310	7,040	5,505
Associate's degree	645	1,885	1,560	3,465	1,570
Bachelor's degree	470	2,465	2,085	3,480	2,465
Graduate or professional degree	95	670	980	1,670	1,755

Table 45 - Educational Attainment by Age

Data Source: 2016-2020 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	24,401
High school graduate (includes equivalency)	29,600
Some college or Associate's degree	32,281
Bachelor's degree	42,381
Graduate or professional degree	54,964

Table 46 – Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The major employment sector within the City of Pueblo is Education and Health Care Services, providing 36% of the jurisdiction's jobs. Jobs in these sectors correspond to the presence of Colorado State

University-Pueblo, Pueblo Community College, Colorado Technical University, Intellitec College, and two school districts. In terms of health care employment, there are two major hospitals in the area, St. Mary Corwin and Parkview, as well as the Veterans Affairs Eastern Colorado Health Care System and the Colorado Mental Health Institute.

The Retail Trade, and Arts, Entertainment, and Accommodations Sectors are the next largest employment sectors, providing 20% and 18% of jobs within the City, respectively. There are several commercial centers in the City, ranging from the downtown area, with various shops, boutiques and services, to neighborhood commercial corridors that provide services and retail needs to residents that live nearby.

Describe the workforce and infrastructure needs of the business community:

The largest negative values in the Jobs Less Workers column of the Business Activity Table, which reflects an oversupply of labor for the sector (more workers than jobs), are within Manufacturing and Construction.

This indicates commuter populations working in these jobs, traveling from the City for opportunities in the manufacturing and construction sectors, which in turn indicates a shortage of these jobs within the City.

The largest positive value in the Jobs Less Workers column, which signifies importing workers, is within Education and Health Care Services. This indicates that workers are traveling to the City for opportunities in this sector, which in turn suggests a surplus of these jobs within the City.

The tables above indicate commute times have risen for a small percentage of the workforce: In 2020, 14% of commuters took 30-59 minutes to commute to work, and 5% took more than an hour -- an increase from the 2015 numbers, which were 13% and 4%, respectively. The majority took less than 30 minutes for their commute, indicating reasonable transportation infrastructure.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

1) The Pueblo Community Health Center (PCHC) has built a 62,500 square foot medical clinic that includes health, mental health, pharmacy, and lab services. This \$25 million project is in an LMI area of the City (East 8th Street/Lacrosse) and brought with it much-needed revitalization and economic stimulus.

2) Fomcore, a manufacturer of soft seating furniture, opened in 2024 at 200 Greenhorn Drive and added 85 jobs to Pueblo. The project included \$1.74 from the city's half-cent sales tax fund, and a \$10 million investment overall.

3) CR Minerals built a \$15 million facility in Pueblo's St. Charles Industrial Park in 2017 as part of their Phase 1 development, and expanded their facility with approximately \$11 million capital investment, adding eight new full-time jobs in 2023.

4) Evraz Rail Mill – Pueblo Urban Renewal issued \$91 million in bonds to help construct Evraz's new \$500 million Rail Mill, the first solar-powered steel mill in the country. The project broke ground in 2022 and provided for 1,100 jobs.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The data in the above tables indicates an unemployment rate of 7.65% in Pueblo County in 2020, slightly below the national unemployment rate of 8.1% that year. Education attainment levels show the majority of employed individuals had some college or associates degree (14,750, or 30%), followed by high school diploma or equivalent (9,890, or 20.1%), then bachelor's degree (9,115, or 18.6%).

By far the largest positive value in the Jobs Less Workers column, which signifies importing workers, also occurred within Education and Health Care Services; this suggests that the current workforce does not have training or education that match the employment opportunities in the City, and that additional training or retraining opportunities are needed and/or may not be utilized by currently unemployed residents. While the biggest portion of employed individuals had some college or an associate's degree, these in-demand sectors often require a minimum of a bachelor's degree.

The Retail Trade, and Arts, Entertainment, and Accommodations Sectors are the next largest employment sectors, providing 20% and 18% of jobs within the City, respectively. These job categories are generally among the lower paid of the various categories.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Pueblo Corporate College's Mobile Learning Labs are sponsored through the U.S. Department of Labor, providing portable classrooms with instructors to deliver skills development and training.

Pueblo City-County Library District's Adult Learning Program provides adults (18 and up) with opportunities to increase basic skills in reading, writing, and math, prepare for High School Equivalency

(HSE) tests, learn English, improve/increase civic engagement, and develop the skills to transition to further education and jobs.

ReHire Colorado is a transitional employment program that is administered by Colorado Department of Human Services. The goal of ReHire Colorado is to help individuals with barriers to employment re-enter the workforce by combining wage-paid work, job skills training, and supportive services.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

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PLAN_SECTION_ID=[1370705000]>

Discussion

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The City defines "concentration" as areas where high percentages in a census tract have one or more housing problems. The following data by census tract is based on housing quality indicators (selected conditions). Selected conditions include the following: (1) the lack of complete plumbing facilities, (2) the lack of complete kitchen facilities, (3) more than one person per room, and (4) cost burden greater than 30%.

The map below ("Concentration of Housing Problems") indicates areas where high concentrations of housing problems occur among low-income households.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

For the purposes of this Consolidated Plan, concentration is defined as a census tract where a minority group's population is ten percentage points higher in that census tract than its proportion in the City's population.

The City's population is 48.4% Hispanic. An area of concentration of Hispanic residents will be any Census tract that is at least 58.4% Hispanic. See the attached map ("Ethnicity Map 1") for population concentrations.

What are the characteristics of the market in these areas/neighborhoods?

Home values in these areas/neighborhoods tend to be lower than the City Median. In addition, the housing stock tends to be older (constructed prior to 1979), meaning that these neighborhoods tend to have concentrations of housing problems due to age-related deterioration and a corresponding need for rehabilitation.

Are there any community assets in these areas/neighborhoods?

The community assets include local businesses, parks and community facilities, multiple educational facilities, and several medical complexes. The following is a list of assets and resources in different neighborhoods.

West Park/Hyde Park

- Schools: Chavez Preparatory Academy/Dolores Huerta Academy, Charter School (K-8, High School)
- Irving Elementary School (D60)

- Medical: Park West Medical Center, Kaiser Permanente, Pueblo Cardiology Center
- Government: Social Security Office
- Recreational: YMCA, Wildhorse Park, Hyde Park Park
- Business: Realty Offices, Convenience Store, Dollar General, Carwash

Eastside

- Schools: Bradford and Parkview Elementary Schools, Fountain Magnet School, Risley Middle School (D60)
- Medical: Pueblo Community Health Center
- Recreation: Plaza Verde Park, Mitchell Park, El Centro Quinta Sol Park, Portland Park
- Business: Double J Meat Market, Laundry, Carwash, Vehicle Service Centers, Convenience Stores, Three Bars, Chicken and Cone, Locksmith, Pawn Shop.
- Library: Lucero Library
- Government: Food Pantry, Pueblo County Human Services – Weatherization and Commodities Offices

Bessemer

- Schools: Minnequa Elementary, Bessemer Elementary School, Central High School, John Newman Catholic School
- Medical: Saint Mary-Corwin Hospital
- Recreation: Bessemer Park, Stauter Field, Raigoza Park, Lake Minnequa Park and Open Space
- Business: Restaurants, used carsales, auto repair centers, carwash, bank, barber, Mountain States Communications, Evraz Steel Mill, ABC Rail, Gagliano’s Market, Zolesman Bakery
- Government: none
- Community Development: NeighborWorks of Southern Colorado

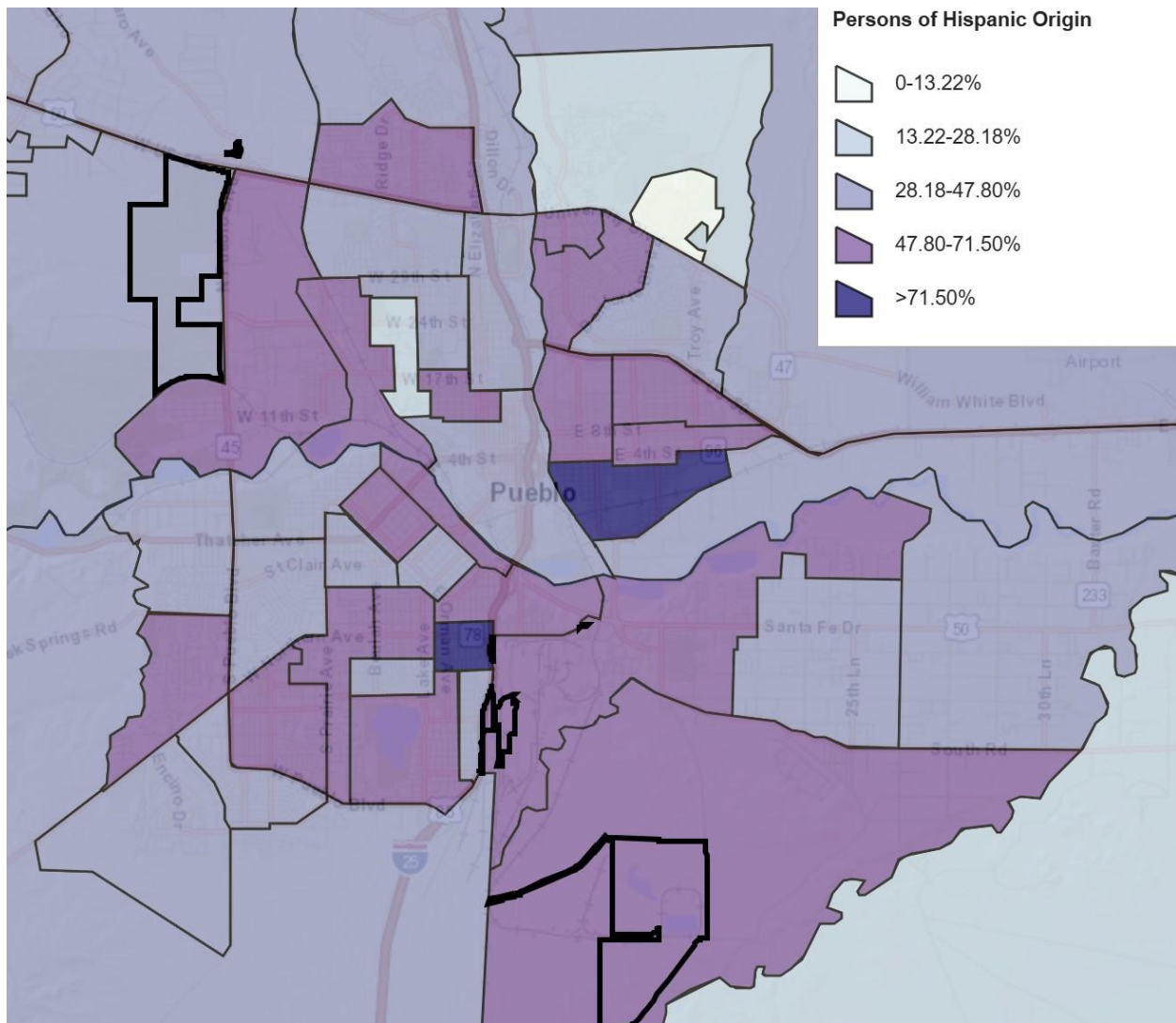
Belmont

- Schools: Spann, Franklin, and Belmont Elementary Schools, Heaton Middle School, East High School
- Medical: Rocky Mountain Eye Center, Health Solutions Medical Campus
- Recreational: Belmont Park, Drew Dix Park
- Library: Barkman Library
- Government: none
- Business: Belmont Shopping Center, Big R Ranch Supply, Save-A-Lot grocery, McDonalds, Wendy’s, Subway, Walgreens, laundry, bank,

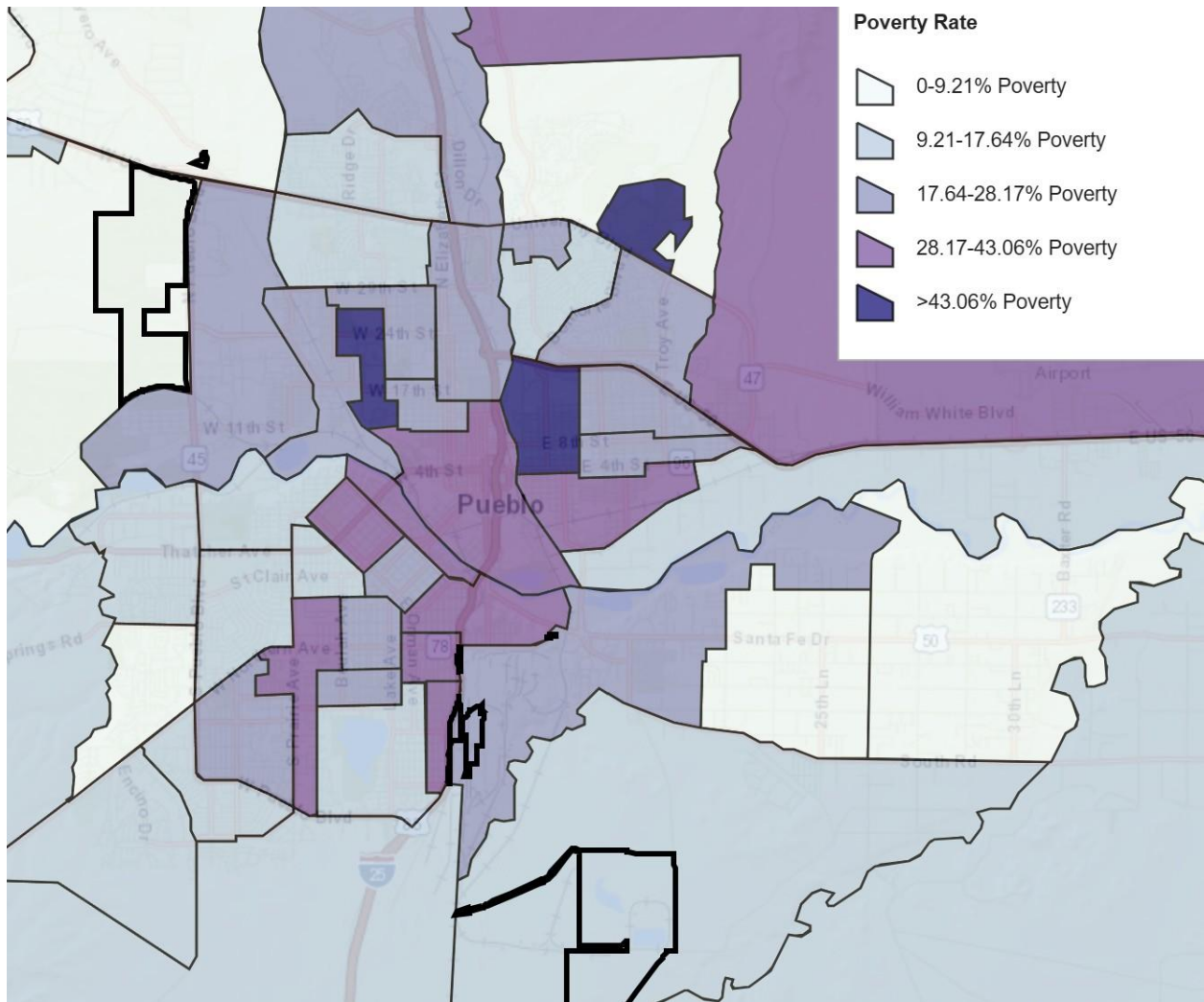
Are there other strategic opportunities in any of these areas?

Housing and transportation costs typically consume about half of the average household budget, offering a useful evaluative tool to determine strategic opportunities such as where to locate resources or facilities and areas of potential economic distress. In the City of Pueblo, the most significant housing issues are cost burden and severe cost burden. According to CHAS data, 14.2% of City households are cost burdened and 13.1% are severely cost burdened. Given a lack of decent, affordable housing options, the area’s lower-income households often face a choice between deficient, substandard housing and cost burden.

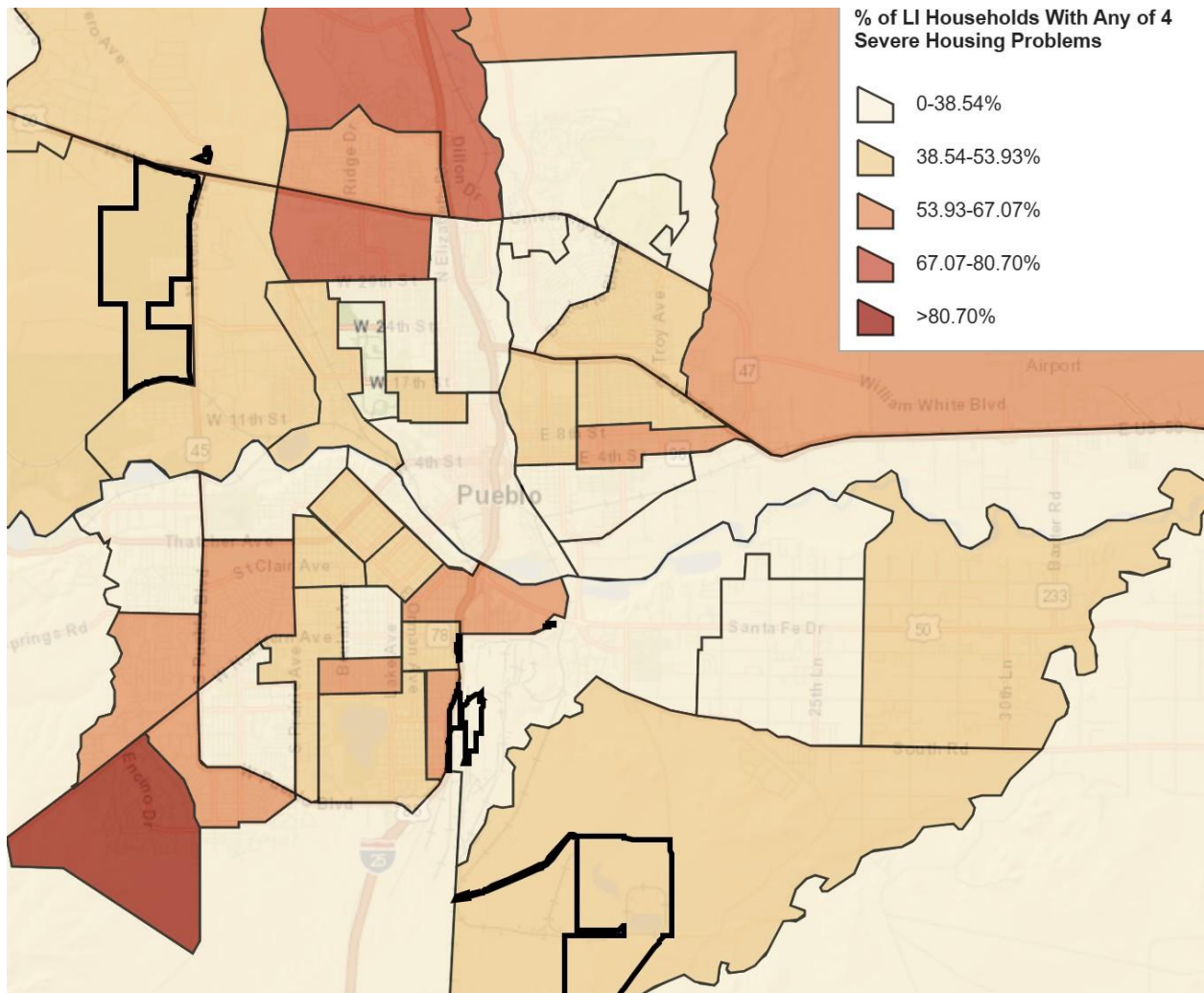
Information obtained during public meetings and the public survey indicate that low-income residents have problems accessing transportation and amenities, including employment centers, grocery stores, and childcare. These areas present strategic opportunities for residential, commercial and/or mixed-use development, including infrastructure and public facilities improvements.



Ethnicity map 1



Poverty concentration



Concentration of housing problems

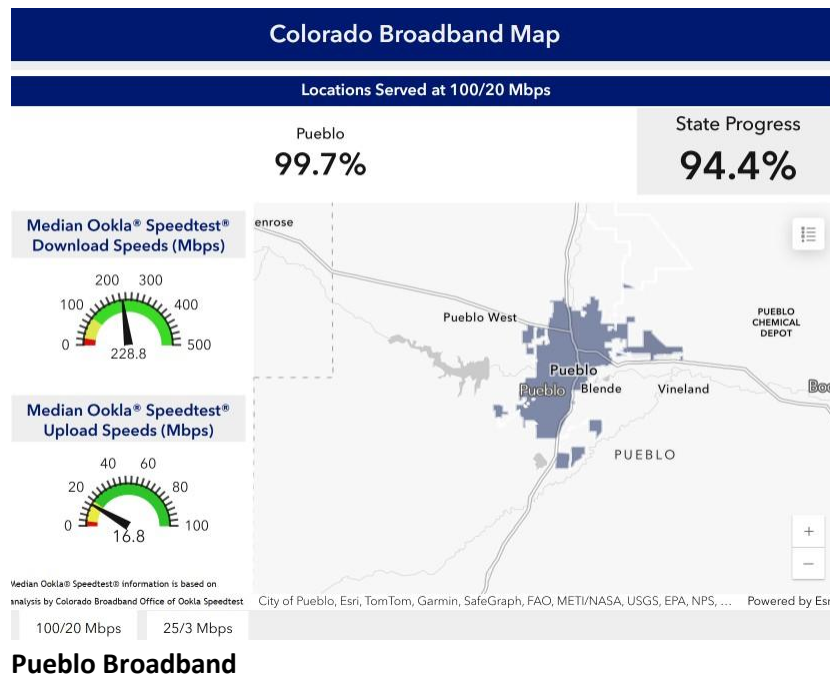
MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Broadband is accessible in 95.7% of Pueblo County and 99.7% of the city of Pueblo, according to the Colorado Broadband Office.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

The city of Pueblo's website lists its internet providers as: AT&T, Xfinity, CenturyLink, HughesNet, and T-Mobile Fiber. According to ACS data from 2023, 85.1% of households have an internet subscription. That percentage is lower than the national rate of 91.2%, indicating that although Pueblo has a variety of internet providers, and broadband is almost universally available in the county and city, residents may struggle to afford internet in their homes.



MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction’s increased natural hazard risks associated with climate change.

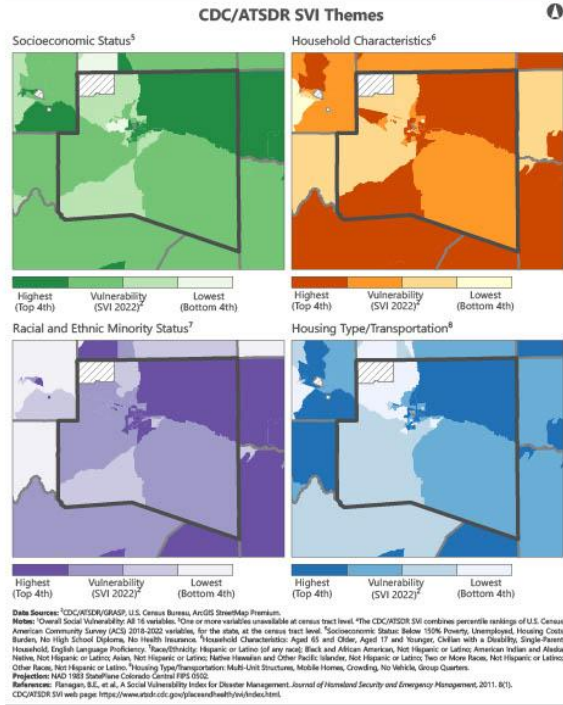
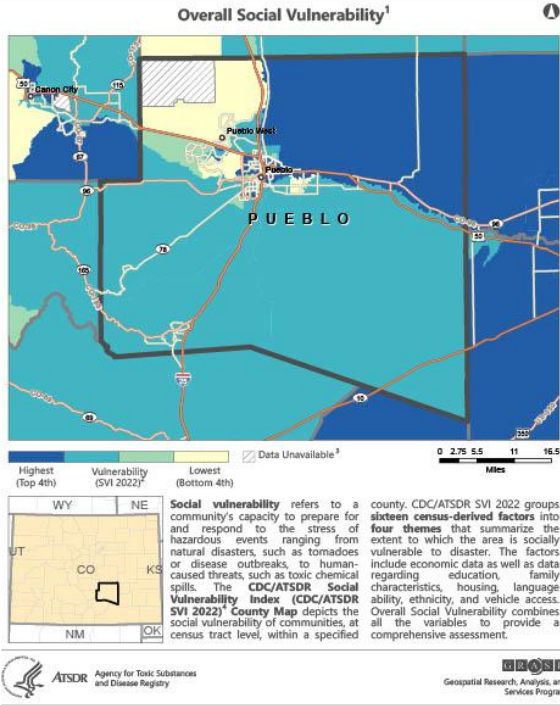
The Emergency Services Bureau of the Pueblo County Sheriff’s Office updated its legally mandated Natural Hazard Mitigation Plan for Pueblo County, Colorado in 2024. The plan identified hazard risk/vulnerability rankings of potential hazards for Pueblo County and its jurisdictions, including the City of Pueblo. Thunderstorms, lightning, and wildland fires were identified as potential natural hazards with a very high likelihood of occurrence. Droughts, floods, hailstorms, tornados, and zoonotic disease were also identified as potential hazards with a high likelihood of occurrence. The hazards listed are common to the high plains desert, but climate change may affect the frequency of such conditions.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

In all of these cases, damage or loss sustained as a result of the disaster is likely to leave low-income households less likely to have resources or access to resources to aid in resiliency and recovery. Social vulnerability refers to populations that are particularly vulnerable to disruption and health problems as a result of natural disasters, human-made disasters, climate change, and extreme weather.

The Hazard Overview below utilizes the Social Vulnerability Index (SVI), updated in 2022, to help flag areas that will be in greatest need of support and recovery assistance in the case of a disaster or extreme weather event. The index is comprised of four categories of vulnerability—socioeconomic status, household composition and disability, minority status and language, and housing and transportation. Areas with high and moderate to high social vulnerability may not have adequate funds to evacuate before or recover from a disaster. Much of the northeast quadrant of the county is designated as high-risk, as are a number of neighborhoods within the city. High risk areas correspond to the following neighborhoods:

- Northwest - Park West, Hyde Park
- Central and Eastern – Northside, Downtown, Grove
- Southeast - Bessemer and Lake Minnequa
- Northeast – Belmont, Eastwood Heights, East Side, Lower East Side



Hazard Overview 1

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The following Strategic Plan identifies funding priorities and program goals in which the City will invest over the next five years. The goals were developed based upon public and key stakeholder input and quantitative data from the Needs Assessment and Market Analysis. The identified priorities include:

- Affordable Housing
- Public Services, including Services for Homelessness
- Public Infrastructure and Facilities
- Economic Development and Community Revitalization
- Fair Housing Education and Outreach
- Administration and Planning

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

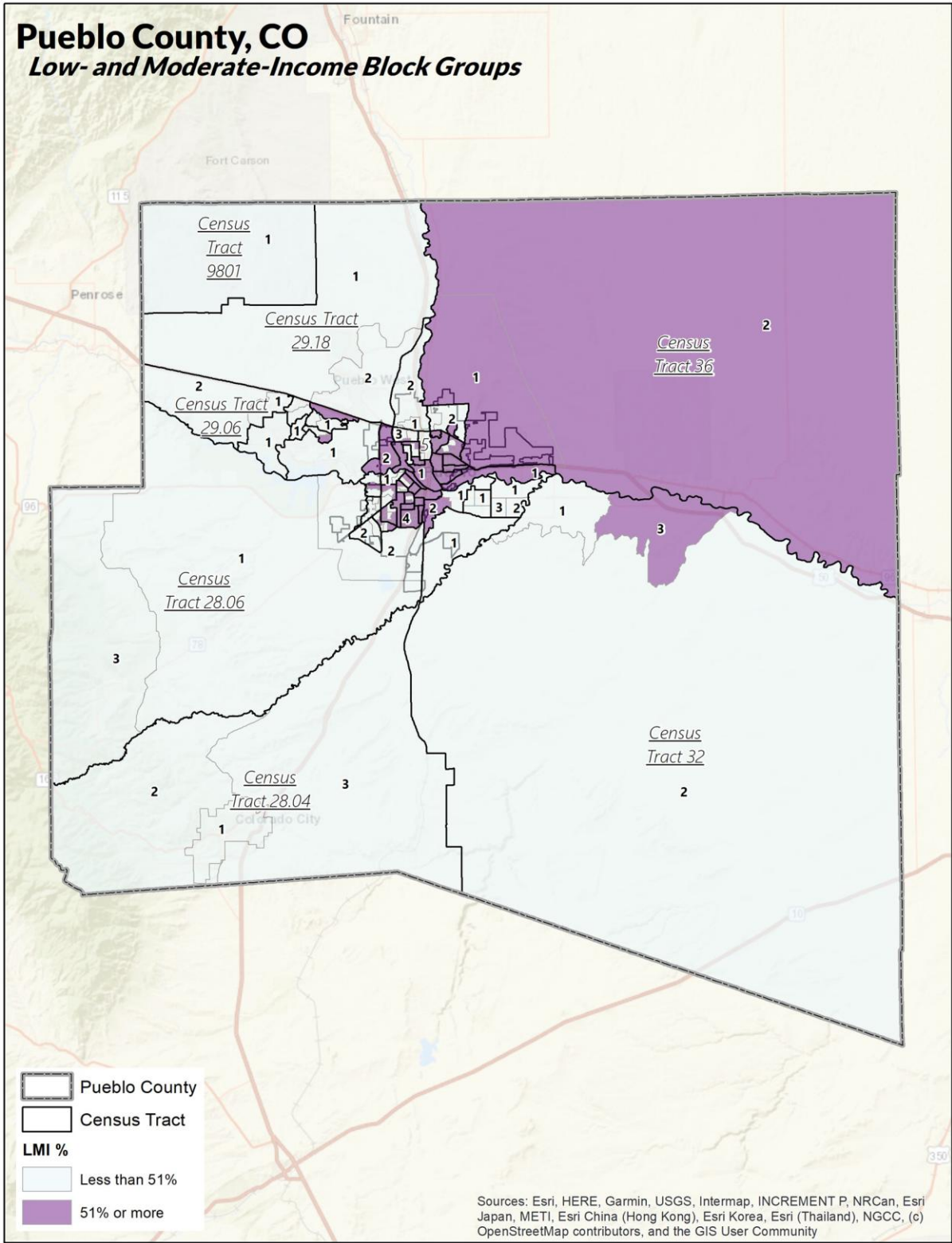
Table 47 - Geographic Priority Areas

1	Area Name:	Citywide
	Area Type:	Other
	Other Target Area Description:	Other
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
2	Area Name:	Countywide
	Area Type:	Other
	Other Target Area Description:	Other
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the state

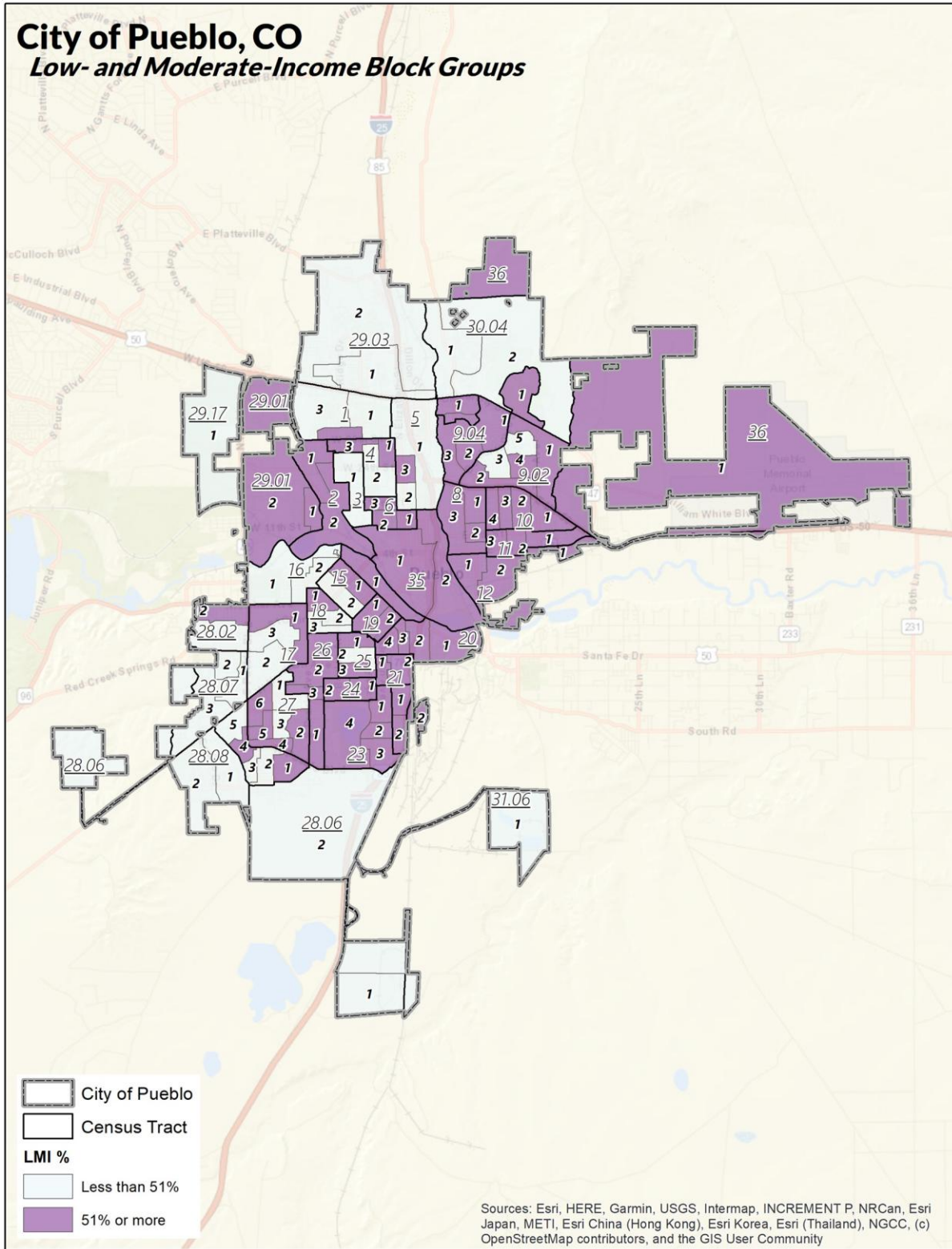
There are no specially identified target areas for allocating CDBG and HOME resources. CDBG funds will be expended within the City of Pueblo while HOME funds will be used citywide as well as in the County. HOME funds are divided between the City and County. City HOME funds are spent within the City while County funds could be spent in either the City or County depending on the projects being funded. The following maps, created using low- and moderate-income data from HUD, indicates the CDBG-eligible areas within the County and City where at least 51% of the population qualifies as low- or moderate-income.



LMI Map

City of Pueblo, CO

Low- and Moderate-Income Block Groups



LMI Map 2

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	Priority Need Name	Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Other
	Associated Goals	Acquisition and rehabilitation of housing Financial assistance to renters and owners New construction of affordable housing Preserve existing affordable units (rehab)

	Description	This priority need include: acquisition and rehabilitation of housing, rehabilitation/reconstruction of single and multi-family housing; energy efficiency improvements; accessibility modifications; lead based paint hazard testing and abatement; housing services including down payment assistance and/or and homebuyer education programs; Minor Repairs; new construction of single and multi-family housing; acquisition and disposition of property; and preservation of affordable units.
	Basis for Relative Priority	High housing costs reduce economic opportunities and access to prosperity. The NA section reveals high rates of cost burden and severe cost burden among lower-income households as well as older housing stock that is in need of repairs and rehabilitation.
2	Priority Need Name	Public Services including Services for Homeless
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development

	Geographic Areas Affected	Other
	Associated Goals	Provide housing and services to homeless Provide public services to non-homeless population
	Description	Housing and services for homeless and near homeless include outreach, emergency, transitional and permanent supportive housing, Rapid Re-Housing, supporting services and rental assistance Other public services that are needed include: housing and services for persons with HIV/AIDS; services for persons with physical, developmental and/or intellectual disabilities; employment and workforce development; screening for lead-based paint hazards; housing counseling; neighborhood clean-up programs; crime awareness and prevention programs; transportation; health and mental health services; services for persons recovering from addiction; youth programs, food banks and other food-related services; childcare and related services; senior programs and related services; legal services; and financial literacy.
	Basis for Relative Priority	There continues to be a need for services that improve conditions and/or opportunities for the elderly, youth, low-income persons, persons with HIV/AIDS, and other vulnerable populations.
3	Priority Need Name	Public Infrastructure and Facilities
	Priority Level	High
	Population	Extremely Low Low Moderate Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Non-housing Community Development
	Geographic Areas Affected	Other
	Associated Goals	Improve and maintain public infrastructure and fac

	Description	Public facilities include neighborhood facilities, parks/recreation facilities, parking facilities, senior and youth facilities, childcare facilities, job training facilities, cultural facilities, non-residential historic preservation, and homeless facilities. Public infrastructure includes: street and sidewalk improvements including lighting and streetscaping, water and sewer improvements, flood drainage improvements, solid waste management improvements.
	Basis for Relative Priority	Based on physical inspection and interviews conducted during consultation process, existing public facilities and infrastructure needs upgrading and expansion.
4	Priority Need Name	Economic Development and Community Revitalization
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	Other
	Associated Goals	Economic development Eliminate slum and blighting influences
	Description	Possible activities include: workforce and economic development, façade improvement programs, micro-enterprise assistance, demolition of vacant and dilapidated structures that pose a threat to health and safety, code enforcement, and graffiti removal programs.
	Basis for Relative Priority	Areas within the City need revitalization to improve the environments and to promote economic growth and activity.
5	Priority Need Name	Administration and Planning
	Priority Level	High

Population	Extremely Low Low Moderate Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
Geographic Areas Affected	Other Other
Associated Goals	Fair housing education and outreach Planning and administration of federal programs
Description	Planning and administration is required for the successful implementation of CDBG (citywide) and HOME (countywide) programs as well as education and outreach on fair housing to affirmatively further fair housing choice.
Basis for Relative Priority	It is critical to properly administer federal programs and to promote fair housing choice.

Narrative (Optional)

The above table provides a framework for priorities, needs and goals to address the Pueblo's identified needs during the next five years. The final determination on funded activities will occur during the review process for the prioritization of projects.

The priorities presented were developed by:

- Weighing the severity of the need among all groups and sub-groups
- Analyzing current social, housing, and economic conditions
- Analyzing the relative needs of low and moderate income families
- Assessing the resources likely to be available over the next five years, and
- Evaluating input from stakeholder discussions, public surveys, City department staff and public hearings.

Priorities were established using the following definitions:

- **High** priorities are those activities that will be considered first for funding with CDBG resources.
- **Low** priorities are those activities that will be considered after high-priority projects if CDBG resources are available.

Low priority activities are still important and are not meant to be understood as being unnecessary. The City has identified a limited number of priorities to provide a focus for activities that will be funded in the next five years. If additional funding becomes available, then it is possible that low priority activities will be funded.

For projects that address a high priority need, the City will base funding decisions on the capacity of the sub-recipient (if applicable), the type of project, the potential to leverage federal funds with other resources, the anticipated impact of the project and the reasonableness of the proposed budget. Once projects that address high priorities are acted upon the City will then review projects and activities to meet low priorities.

SP-30 Influence of Market Conditions - 91.415, 91.215(b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The need for tenant Based Rental Assistance for eligible households is demonstrated by the prevalence of cost burden and severe cost burden in the Needs Assessment section. The types of households most in need of rental assistance are extremely low-income renters (0%-30% MFI) and low-income renters (31-50% MFI). Also included in this “worst-case” situation would be those renter households who are threatened with homelessness. The waiting lists of qualified applicants for public housing, Housing Choice Vouchers, and other subsidized housing units across the City attest to the need for rental subsidy programs and expanding them whenever possible. Additionally, in recent years, the increasing economic barriers to homeownership have exerted pressure on the rental market.
TBRA for Non-Homeless Special Needs	The local housing market provides an inadequate supply of rental housing affordable and suitable to special-needs populations, particularly the elderly and persons with disabilities and/or substance abuse issues. Generally, special needs households are more likely to have very low incomes and experience associated housing problems, and the cost of appropriate housing and supportive services can be prohibitive.
New Unit Production	The competitive market makes a strong case for the need to create additional units of affordable housing, especially in configurations that meet the needs identified in this plan. Another compelling reason for public investment in new construction is the policy impact it allows the City to have in neighborhood development, as site selection can advance the aim of affirmatively furthering fair housing, as well as long-range goals identified in the Comprehensive Plan.
Rehabilitation	Protection of the housing stock through rehabilitation helps to stabilize neighborhoods, eliminate blighting influences, and preserve the local tax base. With the majority of the City’s housing stock constructed prior to 1979, there is a considerable need for housing rehabilitation.
Acquisition, including preservation	Extending the affordability restrictions on developments for which they already exist is among the most effective means of preserving the existing inventory of affordable housing. The City will continue to monitor upcoming expiring contracts to identify opportunities for this type of investment and strategies for preservation.

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

Currently, the City receives CDBG and HOME funds for housing construction, rehabilitation initiatives, community and economic development and public services. These funding sources are expected to be available over the next five years. The City will also receive CDBG-CV funds to prevent, prepare for and respond to the pandemic.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,432,469	0	1,473,674	2,906,143	5,729,876	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same. Prior year CDBG resources include PY2016 (\$309,795) and PY2017 (\$59,715).

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	877,545	0	0	877,545	3,510,181	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same.

Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City and County currently fund over 40 non-profit agencies through the Community Services Advisory Commission (CSAC) and other processes. The CSAC group, which funds the majority of these non-profit organizations, makes funding recommendations to the governing bodies. Over \$4 million in general funds have been granted to local agencies that serve the Pueblo community in 2024 alone. These are general revenue funds, and allocations are made during the yearly budget process. Based on historical funding, over \$20 million will be made available to local non-profits over the next five years.

The City and County of Pueblo as the Pueblo Consortium matches the HOME Investment Partnership Act grant with general funds. HOME funds are leveraged well with public/private partnerships, such as Low-Income Housing Tax Credits or other equity mechanisms. In addition the Consortium will use qualifying affordable housing expenditures made by each entity as match and has some funds that it carries forward from prior years. Leveraging of private and non-federal resources will be sought whenever possible.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Discussion

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Pueblo County Housing & Human Services Department	Government	Non-homeless special needs Ownership Public Housing public services	Jurisdiction
POSADA, INC	Non-profit organizations	Homelessness	Jurisdiction
Catholic Charities, Diocese of Pueblo, Inc.	Non-profit organizations	Non-homeless special needs public services	Jurisdiction
Housing Authority of the City of Pueblo	PHA	Public Housing	Jurisdiction

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The greatest gap in meeting the City’s housing and community development needs is the reduced capacity of many agencies, given funding limitations in recent years, to carry out their work to the extent that is needed. Additionally, the complexity of cases has increased over the past 5-10 years and additional resources are needed to stabilize individuals and households that are touching multiple systems (i.e. justice system, homeless system, mental health, and substance abuse, etc.). Reductions in workforce and the scope of projects and programs resulting from the dwindling of resources pose a serious challenge to meeting escalating demand for affordable housing and related services. Additionally, a greater degree of coordination is needed to ensure that the wide-ranging efforts of housing and service providers most effectively meet the community’s most critical needs.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	X
Mortgage Assistance	X		
Rental Assistance	X	X	X
Utilities Assistance	X		

Street Outreach Services			
Law Enforcement		X	
Mobile Clinics			
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X		
Education	X	X	
Employment and Employment Training	X		
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X		
Other			
	X		

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

There are several shelter resources available for persons experiencing homelessness including: The Pueblo Shelter, The Right Place, Posada, and the YWCA. In addition to these housing options, there is a wide variety of service providers working with persons experiencing homelessness or who are at risk of homelessness. Providers range from government entities to faith-based organizations and non-profit agencies. CDBG public service funds have been used in the past – and will be used in the 2025-2029 Consolidated Plan - to assess and meet the needs of persons experiencing homelessness.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Pueblo is not an ESG entitlement grantee and uses CDBG funds to assist in meeting the needs of persons experiencing homelessness or who are at risk of homelessness. In instances where government entities provide services directly, there are fewer gaps in the institutional delivery structure. City agencies collaborate with other City entities on a regular basis and can ensure the delivery of services. In addition, when a non-profit agency receives public funding such as CDBG as a subrecipient, the City has greater control and influence in ensuring consistency in services and a more seamless approach. Gaps exist, therefore, for two primary reasons: 1) the City does not have control over the activities of the non-government agencies that are not receiving public dollars, and the agency is not obligated to provide

services in a manner consistent with the Consolidated Plan, and 2) there is a general lack of funding to provide the level of service needed to meet the demand. As a result, individual cases get prioritized which necessarily means that some needs are unmet.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City of Pueblo is committed to the continued coordination of all Anti-Poverty and Community Development initiatives. The City has entered into several intergovernmental agreements with other entities such as Pueblo County to administer the CSAC process, which allocates general revenue funds from both entities to non-profit agencies and economic development organizations that enhance the quality of life in the community.

In 2024, the City of Pueblo took over operations of the City's only homeless shelter after the non-profit organization that owned and operated the shelter abruptly dissolved. The City intends to retain long-term ownership to ensure stability and partner with a shelter operator for day-to-day onsite activities.

Another local group is the Pueblo Business Economic Recovery Team (BERT). This is a collaboration between local government, chambers of commerce, and economic development-focused agencies who came together to develop resources, support messaging, and positively impact local businesses during the COVID-19 pandemic. Various BERT sub-committees are connecting businesses that need different types of assistance with individuals and organizations that can help. Types of assistance include financial, marketing and management consulting.

The City will continue:

- Soliciting input from community stakeholders.
- Prioritizing interdepartmental coordination.
- Collaborations and partnerships with non-city organizations for planning and program implementation purposes; and
- Exploring opportunities for funding to carry out portions of the Consolidated Plan not funded through CDBG or HOME funds.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preserve existing affordable units (rehab)	2025	2029	Affordable Housing	Citywide Countywide	Affordable Housing	CDBG: \$500,000 HOME: \$500,000	Rental units rehabilitated: 10 Household Housing Unit Homeowner Housing Rehabilitated: 80 Household Housing Unit
2	New construction of affordable housing	2025	2029	Affordable Housing	Citywide Countywide	Affordable Housing	HOME: \$2,200,000	Rental units constructed: 23 Household Housing Unit Homeowner Housing Added: 8 Household Housing Unit
3	Acquisition and rehabilitation of housing	2025	2029	Affordable Housing	Citywide Countywide	Affordable Housing	HOME: \$1,100,000	Homeowner Housing Rehabilitated: 3 Household Housing Unit
4	Financial assistance to renters and owners	2025	2029	Affordable Housing	Citywide	Affordable Housing	CDBG: \$50,000 HOME: \$450,000	Public service activities for Low/Moderate Income Housing Benefit: 15 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 85 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Provide housing and services to homeless	2025	2029	Affordable Housing Homeless	Citywide	Public Services including Services for Homeless	CDBG: \$650,000	Public service activities other than Low/Moderate Income Housing Benefit: 2500 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 20 Households Assisted
6	Provide public services to non-homeless population	2025	2029	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services including Services for Homeless	CDBG: \$300,000	Public service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
7	Improve and maintain public infrastructure and fac	2025	2029	Non-Housing Community Development	Citywide	Public Infrastructure and Facilities	CDBG: \$2,775,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2750 Persons Assisted
8	Economic development	2025	2029	Non-Housing Community Development	Citywide	Economic Development and Community Revitalization	CDBG: \$300,000	Jobs created/retained: 25 Jobs

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
10	Eliminate slum and blighting influences	2025	2029	Affordable Housing Non-Housing Community Development	Citywide	Economic Development and Community Revitalization	CDBG: \$1,000,000	Buildings Demolished: 12 Buildings
11	Planning and administration of federal programs	2025	2029	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide Countywide	Administration and Planning	CDBG: \$1,375,000 HOME: \$460,000	Other: 11 Other
12	Fair housing education and outreach	2025	2029	Fair Housing	Citywide	Administration and Planning	CDBG: \$25,000	Other: 10 Other

Table 53 – Goals Summary

Goal Descriptions

1	Goal Name	Preserve existing affordable units (rehab)
	Goal Description	Rehabilitation/reconstruction of single and multi-family housing; energy efficiency improvements; accessibility modifications; lead based paint hazard testing and abatement; minor repairs; and preservation of affordable units. HOME assistance to rental units rehabilitated will serve: (4) households at or below 30% AMI, (4) households at or below 50% AMI, and (2) households at or below 60% AMI.
2	Goal Name	New construction of affordable housing
	Goal Description	New construction of HOME affordable rental housing units (13) Units at or below 50% AMI (10) Units at or below 60% AMI but below greater than 50% AMI HOME assisted new construction of homeowner housing on infill lots will serve eight households below 80% AMI.
3	Goal Name	Acquisition and rehabilitation of housing
	Goal Description	Acquisition and rehabilitation of housing HOME assistance: (3) Acquisition Rehab projects assisting households below 80% AMI.
4	Goal Name	Financial assistance to renters and owners
	Goal Description	Housing services including down payment assistance and/or and homebuyer education programs, Tenant Based Rental Assistance, security deposit assistance and other financial supports to increase access to decent affordable housing. HOME TBRA will serve the following households: (40) ELI households - below 30% AMI (35) LI households - below 50% AMI (10) MI households - below 60% AMI
5	Goal Name	Provide housing and services to homeless
	Goal Description	Housing and services for homeless and near homeless include outreach, emergency, transitional and permanent supportive housing, Rapid Re-Housing, supporting services and rental assistance

6	Goal Name	Provide public services to non-homeless population
	Goal Description	Other public services that are needed include: housing and services for persons with physical, developmental and/or intellectual disabilities; employment and workforce development; screening for lead-based paint hazards; housing counseling; neighborhood clean-up programs; transportation; health and mental health services; services for persons recovering from addiction; youth programs, food banks and other food-related services; childcare and related services; senior programs and related services; legal services; and financial literacy.
7	Goal Name	Improve and maintain public infrastructure and fac
	Goal Description	Public facilities include neighborhood facilities, parks/recreation facilities, parking facilities, senior and youth facilities, childcare facilities, job training facilities, cultural facilities, non-residential historic preservation, and homeless facilities. Public infrastructure includes: street and sidewalk improvements including lighting and streetscaping, water and sewer improvements, flood drainage improvements, solid waste management improvements.
8	Goal Name	Economic development
	Goal Description	Includes activities such as workforce and other economic development initiatives.
10	Goal Name	Eliminate slum and blighting influences
	Goal Description	Demolition of vacant and dilapidated structures that pose a threat to health and safety, code enforcement, and graffiti removal programs as well as facade improvement projects.
11	Goal Name	Planning and administration of federal programs
	Goal Description	Planning and administration is required for the successful implementation of CDBG and HOME programs.
12	Goal Name	Fair housing education and outreach
	Goal Description	Education and outreach on fair housing to affirmatively further fair housing choice.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Over the next five years, the City expects to assist the following extremely low-income (ELI, 0-30% AMI), low-income (LI, 31-50% AMI) and moderate-income (MI, 51-80% AMI) households using HOME dollars:

- TBRA – 20 ELI, 35 LI, 10 MI
- New Rental Unit Construction – 13 LI, 10 MI
- Acquisition Rehab serving homeowners – 3 MI
- Rental Rehabilitation – 4 ELI, 4 LI, 2 MI
- Homebuyer/In-fill Program – 8 MI
- HOME-AARP - Acquire non-congregate shelters, 20 ELI

SP-50 Public Housing Accessibility and Involvement - 91.415, 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The Housing Authority of the City of Pueblo fully meets the requirements of Section 504. There are 44 accessible units among the 689 units of public housing.

Activities to Increase Resident Involvements

The Housing Authority of the City of Pueblo (HACP) recognized that empowering residents fosters stronger neighborhoods, enhances quality of life, and ensures that programs truly meet the needs of those they serve. Through various initiatives such as Resident Councils, the Resident Advisory Board and the Family Self-Sufficiency Program – HACP provides structured avenues to make their voices heard, influence policies, and take meaningful steps toward personal and community growth.

Resident Council and Resident Advisory Board serves as a critical bridge between tenants and housing management, providing a platform for open dialogue for collaborating with HACP to drive meaningful change by providing input on program implementation. The Resident Advisory board strengthens the connection between HACP and the residents and ensures that resident concerns are prioritized in decision-making

HACP also administers the Family Self-Sufficiency Program, which is a five-year voluntary program for participants in both the Housing Choice Voucher and the Public Housing programs. The program is designed to help individuals with improving their economic status by reducing their dependence on public assistance.

The Family Self Sufficiency Coordinator will assist with developing an individualized plan leading to self-reliance and identifying the steps and activities that need to be taken to reach those goals.

There are various referrals to supportive social services such as childcare, job preparation, credit counseling, education, home ownership, transportation, and vocational training.

This initiative is designed to equip the resident with the tools needed to break the cycles of poverty and build a foundation for future success.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the ‘troubled’ designation

Not applicable as HACP is not designated as “troubled” under 24 CFR Part 902.

SP-55 Strategic Plan Barriers to Affordable Housing - 91.415, 91.215(h)

Barriers to Affordable Housing

The City is preparing an Analysis of Impediments to Fair Housing Choice concurrently with the Consolidated Plan for 2025. This AI noted that as housing prices rise relative to income, the City must continue its work in creating conditions for efficient development of new housing stock.

Unleashing market-rate housing can ease pressure on housing costs down the economic spectrum, as higher-income residents are often attracted to newer developments and therefore do not displace incumbent residents or outbid lower-income competitors for existing housing stock. However, new building permits dropped significantly after 2021, according to the Pueblo Comprehensive Plan and the Housing Needs Assessment, updated in 2024.

To facilitate efficiency in developing new housing stock and helping residence afford housing, the City's action plan includes:

- Ensuring that municipal zoning ordinances relax restrictions on multifamily housing where appropriate, especially in infill areas
- Exploring land-use designations for high-density housing
- Decreasing construction costs by modernizing codes
- Reforming acquisition and disposition policies of city-owned real estate to encourage development
- Streamlining city/county coordination for speedier development processes

This is not a comprehensive list, but rather examples of the most targeted ways in which the City and County of Pueblo are working to update existing public policies and encourage residential investment over the next five years.

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Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The following list is not intended to be exhaustive. However, the following are some identified strategies to overcome barriers to affordable housing:

- Invest CDBG and HOME funds in improvements/rehabilitation of existing housing and development of affordable housing
- In the zoning regulatory update, explore relaxation on restrictions of multifamily zoning, particularly in infill areas
- Modernize codes to facilitate affordable construction
- Speed up development with more streamlined coordination/communication between county and city departments
- Create more public-private partnerships for demolition of unsafe or blighted housing & new construction
- Explore stricter codes to prevent further neglect of existing properties so those buildings can remain a source of safe, affordable housing

SP-60 Homelessness Strategy - 91.415, 91.215(d)

Describe how the jurisdiction's strategic plan goals contribute to:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pueblo CoC, which is part of the Colorado Balance of State, has a long-term goal of decreasing the number of persons experiencing homelessness by moving individuals and families from homelessness into permanent housing. To achieve this objective, the CoC meets regularly to monitor, discuss ongoing needs and issues that affect those impacted by homelessness. Health Solutions serves as the lead CoC agency and provides outreach to assess the individual needs of those experiencing homelessness. The CoC is engaging in the Built for Zero campaign, which is an approach that seeks to end homelessness using a By-Names list for each subcategory (i.e. veterans, families, etc.). After first implementing the model in 2021, CoC has continued its efforts to address homelessness statewide.

Addressing the emergency and transitional housing needs of homeless persons

The City of Pueblo acquired the City's only overnight emergency shelter in 2024 after the non-profit ownership dissolved. The City has put in significant investment to ensure the shelter remains in operation and is dedicated to the long-term success as the owner and operator. Additionally, eight units of non-congregate shelters will be installed by December 31, 2025 at this site, allowing a private sheltering option for persons with disabilities, youth, or other special needs.

Several other area nonprofits and a special unit located in the City of Pueblo Police Department provide homeless outreach to local camps and areas of town where the need is high. The teams includes medical and mental health professionals; veterans' representatives; retired Medevac personnel and law enforcement. Resources and referrals, which include shelter, are provided to individuals and families.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Funding has been and remains the primary obstacle to the expansion of housing and services to persons and families experiencing homelessness and to those who are at risk of becoming homeless. This will likely remain the case as the various eviction moratoria are lifted and the number of evictions is likely to increase. The City of Pueblo will continue to invest CDBG funds to provide services.

The City is in process of constructing eight non-congregate shelter units that will be used to house special homeless populations, which may include chronically homeless individuals and families, unaccompanied youth, persons with disabilities or other high-needs populations.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

At-risk populations consist of those individuals being released from a correctional system, the Colorado Mental Health Institute and youth transitioning out of foster care. The City's Tenant-Based Rental Assistance Program targets these populations with its funding. All three systems have a discharge plan, which includes short-term funding for housing. The problem arises when these individuals have exhausted the program available resources but have not achieved self-sufficiency. These individuals are eventually served by members of the CoC.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The Pueblo County Department of Public Health and Environment operates a lead blood testing program for residents. The lead program offers the following service to residents of the County:

- Lead risk and hazard reduction education to resident owners, property managers, and tenants.
- Lead risk and hazard reduction education for occupational and hobby exposures.
- Environmental testing program for Lead hazard screening (cost: \$42.00/hour or no cost to those located within the Superfund Study Area).
- Blood Lead screening for children up to age 16, women of child-bearing age, pregnant or nursing women; and
- Blood Lead monitoring program for children with blood levels at or above 5.0 µg/dL.

The County also provides additional information regarding the common sources of lead exposure, potential health effects and methods to reduce exposure.

How are the actions listed above related to the extent of lead poisoning and hazards?

In 2014, the EPA designated the Colorado Smelter Site as a Superfund site for lead contamination. Preliminary findings have shown elevated blood levels in children in the immediate Eilers neighborhood, which is why the lead program is available for free to residents in this neighborhood.

How are the actions listed above integrated into housing policies and procedures?

Federally funded housing programs require required lead-based paint assessments and abatement. The following are the TBRA and rehab guidelines related to LBP:

The City of Pueblo complies with federal regulations regarding lead-based paint. The City only hires certified/trained inspectors, contractors, and risk assessors to work with and assess lead-based paint/hazards. Any work that must be completed to address lead-based paint hazards will be considered a "code deficiency" and will be given priority over non-code items.

Section 401(b) of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 831(b)) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance; the City complies.

Each purchaser, tenant, or occupant of housing to be assisted under this program that was constructed prior to 1978 is notified of the hazards of lead-based paint poisoning. Each participant is notified:

- that the property may contain lead based paint;

- of the hazards of lead based paint;
- of the symptoms and treatment of lead poisoning;
- of the precautions to be taken to avoid lead based paint poisoning (including maintenance and removal techniques for eliminating such hazards);
- of the advisability and availability of blood lead level screening for children under seven years of age; and
- that in the event lead based paint is found on the property, appropriate abatement procedures may be undertaken.

In the rehabilitation program, the following is implemented:

All units constructed prior to 1978, and receiving more than \$5,000 in assistance, will be assessed for lead-based paint hazards and any defective conditions found included in the work write-up for the rehabilitation work.

All units constructed prior to 1978 which include a child under seven years of age with and identified with an elevated blood level (EBL) shall be tested by using an X-ray fluorescence analyzer (XRF) or other method approved by HUD. Test readings of 1.0 mg/cm² or higher using an XRF shall be considered positive for presence of lead-based paint,

Prior to final inspection and approval of the rehabilitation project, a clearance examination shall be conducted. This examination will be in accordance with HUD's Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, 2012, and will document the status of the corrective measures completed through abatement, encapsulation, enclosure, or an appropriate set of interim controls used to control LBP hazards.

DHCS staff is trained on the EPA required Renovation, Repair and Painting Program and actively offers training opportunities to contractors carrying out rehabilitation work.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

Pueblo recognizes that it does not have significant control over the factors that reduce the number of households with incomes below the poverty level. However, the City uses local and federal funds to provide public services to support individuals and households as they strive to become self-sufficient.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Ongoing efforts to strengthen economic development and provide the City's lowest-income households with needed housing-related assistance and services directly address needs identified in this plan. The City will work with existing agencies that serve persons in poverty in order to evaluate their needs, coordinate the delivery of services, and determine if funding assistance should be made available through the CDBG Program in cases where there are insufficient resources to meet the identified needs. In addition, the City will:

- continue to work to coordinate community development strategies, needs assessments and integrated planning.
- continue to work within the Continuum of Care process and other coordinating agencies to reduce duplication, improve integration, and identify unmet service needs.
- expand coordination among local funding entities to streamline the application process, and to maximize the impact of those resources.
- provide letters of support and other documentation to agencies in support of their fundraising efforts.
- enhance public access to information about community services.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Department of Housing and Citizen Services is responsible for ensuring that the recipients of federal funds meet the purposes of the appropriate legislation and regulations, and that funds are disbursed in a timely manner.

As a recipient of federal CDBG funds, the City of Pueblo is responsible for managing the day-to-day operations of all CDBG funded activities and ensuring that CDBG funds are used within all applicable requirements. Monitoring is the primary tool to ensure that this happens.

The three primary goals of monitoring are:

- Ensure production and accountability.
- Ensure compliance with CDBG and other federal requirements.
- Evaluate organizational and project performance.

At the end of every grant year, an outside agency completes an audit of the City's financial system. As part of the auditing process, a "single audit" is completed per 2 CFR 200 for the federal funds that the City received during the previous fiscal year.

Any outside agency that receives funds through a subrecipient agreement will also be subject to periodic monitoring. Each social service agency must submit periodic progress reports along with their reimbursement request for a desktop review before any disbursement will occur. Department of Housing and Citizen Services staff also conducts an onsite monitoring visit to all social service agencies receiving CDBG funding.

The Department uses a risk-based model to determine which agencies may require technical service assistance. Grantees may request TA at any time, but for new grantees or grantees with a higher level of risk based on staff turnover or type of services provided, the TA will occur after the agency submits their first progress report and before any reimbursement of funds are made.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Currently, the City receives CDBG and HOME funds for housing construction, rehabilitation initiatives, community and economic development and public services. These funding sources are expected to be available over the next five years. The City will also receive CDBG-CV funds to prevent, prepare for and respond to the pandemic.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,432,469.00	0.00	1,473,674.00	2,906,143.00	5,729,876.00	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same. Prior year CDBG resources include PY2016 (\$309,795) and PY2017 (\$59,715).

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	877,545.14	0.00	0.00	877,545.14	3,510,180.56	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same.

Table 54 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City and County currently fund over 40 non-profit agencies through the Community Services Advisory Commission (CSAC) and other processes. The CSAC group, which funds the majority of these non-profit organizations, makes funding recommendations to the governing bodies. Over \$4 million in general funds have been granted to local agencies that serve the Pueblo community in 2024 alone. These are general revenue funds, and allocations are made during the yearly budget process. Based on historical funding, over \$20 million will be made available to local non-profits over the next five years.

The City and County of Pueblo as the Pueblo Consortium matches the HOME Investment Partnership Act grant with general funds. HOME funds are leveraged well with public/private partnerships, such as Low-Income Housing Tax Credits or other equity mechanisms. In addition the Consortium will use qualifying affordable housing expenditures made by each entity as match and has some funds that it carries forward from prior years. Leveraging of private and non-federal resources will be sought whenever possible.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	New construction of affordable housing	2020	2024	Affordable Housing	Citywide Countywide	Affordable Housing	HOME: \$715,799.00	Rental units constructed: 6 Household Housing Unit
3	Preserve existing affordable units (rehab)	2020	2024	Affordable Housing	Citywide	Affordable Housing	CDBG: \$185,000.00	Homeowner Housing Rehabilitated: 29 Household Housing Unit
5	Provide housing and services to homeless	2020	2024	Affordable Housing Homeless	Citywide	Public Services including Services for Homeless	CDBG: \$160,892.00	Public service activities other than Low/Moderate Income Housing Benefit: 1958 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 20 Households Assisted
6	Provide public services to non-homeless population	2020	2024	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services including Services for Homeless	CDBG: \$46,372.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 432 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Improve and maintain public infrastructure and fac	2020	2024	Non-Housing Community Development	Citywide	Public Infrastructure and Facilities	CDBG: \$1,156,455.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 6032 Persons Assisted
11	Planning and administration of federal programs	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide Countywide	Administration and Planning	CDBG: \$294,750.00 HOME: \$209,900.00	Other: 2 Other
12	Fair housing education and outreach	2020	2024	Fair Housing	Citywide	Administration and Planning		
13	Economic development	2025	2029	Non-Housing Community Development	Citywide	Economic Development and Community Revitalization	CDBG: \$200,000.00 HOME: \$.00	Facade treatment/business building rehabilitation: 5 Business
14	Eliminate slum and blighting influences	2025	2029	Affordable Housing Non-Housing Community Development				Buildings Demolished: 2 Buildings

Table 55 – Goals Summary

Goal Descriptions

2	Goal Name	New construction of affordable housing
	Goal Description	New construction of affordable housing units
3	Goal Name	Preserve existing affordable units (rehab)
	Goal Description	Rehabilitation/reconstruction of single and multi-family housing; energy efficiency improvements; accessibility modifications; lead based paint hazard testing and abatement; minor repairs; and preservation of affordable units.
5	Goal Name	Provide housing and services to homeless
	Goal Description	Housing and services for homeless and near homeless include outreach, emergency, transitional and permanent supportive housing, Rapid Re-Housing, supporting services and rental assistance
6	Goal Name	Provide public services to non-homeless population
	Goal Description	Other public services that are needed include: housing and services for persons with HIV/AIDS; services for persons with physical, developmental and/or intellectual disabilities; employment and workforce development; screening for lead-based paint hazards; housing counseling; neighborhood clean-up programs; crime awareness and prevention programs; transportation; health and mental health services; services for persons recovering from addiction; youth programs, food banks and other food-related services; childcare and related services; senior programs and related services; legal services; and financial literacy.
7	Goal Name	Improve and maintain public infrastructure and fac
	Goal Description	Public facilities include neighborhood facilities, parks/recreation facilities, parking facilities, senior and youth facilities, childcare facilities, job training facilities, cultural facilities, non-residential historic preservation, and homeless facilities. Public infrastructure includes street and sidewalk improvements including lighting and streetscaping, water and sewer improvements, flood drainage improvements, solid waste management improvements.

11	Goal Name	Planning and administration of federal programs
	Goal Description	Planning and administration is required for the successful implementation of CDBG and HOME programs.
12	Goal Name	Fair housing education and outreach
	Goal Description	Education and outreach on fair housing to affirmatively further fair housing choice.
13	Goal Name	Economic development
	Goal Description	Create a program that allows business owners in high-blighted downtown corridors to access funding for building security upgrades and facade improvements. Funding will be leveraged with other funding sources.
14	Goal Name	Eliminate slum and blighting influences
	Goal Description	Demolish blighted unsafe structures.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The following projects will be funded using federal CDBG, HOME and CDBG-CV funds:

#	Project Name
1	CD2501 Administration
2	CD2502 Homeless Prevention
3	CD2503 Homeless Supportive Services
4	CD2504 In Home Crisis Response-Boy's Town
5	CD2505 Senior Transportation
6	CD2506 1500 BLK E Routt-Sidewalks/Curbs
7	CD2507 200 BLK VanBuren Sidewalks
9	CD2509 ERESP
10	CD2510 Minor Repair Program
11	CD2511 Homeowner Rehab
12	CD2512 Abatement Dangerous Buildings
13	HO2510 City Administration
14	HO2520 County Administration
15	HO2530 County Programs
16	HO2540 Community Housing Development Organization
17	HO2550 City Programs
18	HO2560 City Match

Table 56 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary
Project Summary Information

1	Project Name	CD2501 Administration
	Target Area	
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	CDBG: \$285,000.00
	Description	Administrative and planning activities associated with the CDBG program, fair housing education, and outreach.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Administration of the program is essential to ensuring all funding is deployed.
	Location Description	
	Planned Activities	
2	Project Name	CD2502 Homeless Prevention
	Target Area	
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	
	Funding	:
	Description	The funding will assist low-income families cover their monthly rent and provide them with case management services in financial emergencies. This support aims to help families manage and maintain a budget, increase their income, and reduce the risk of homelessness.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
3	Project Name	CD2503 Homeless Supportive Services
	Target Area	

	Goals Supported	Provide housing and services to homeless
	Needs Addressed	Public Services including Services for Homeless
	Funding	:
	Description	Funding will provide supportive services to low-income, newly unemployed, and homeless families and individuals. Supportive services include comprehensive case management services, basic needs assistance, and referrals and support.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
4	Project Name	CD2504 In Home Crisis Response-Boy's Town
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
5	Project Name	CD2505 Senior Transportation
	Target Area	
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	
	Funding	:

	Description	This program allows for safe transport of the senior population for daily essentials.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
6	Project Name	CD2506 1500 BLK E Routt-Sidewalks/Curbs
	Target Area	
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	:
	Description	This funding is dedicated to ADA-accessibility for sidewalks in the 1500 block of E Routt
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
Planned Activities		
7	Project Name	CD2507 200 BLK VanBuren Sidewalks
	Target Area	
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	:
	Description	ADA accessibility for sidewalks in the 200 block of VanBuren.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
8	Project Name	CD2509 ERESP
	Target Area	
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	:
	Description	This funding is part of the emergency repairs and essential services program, which provides owner-occupied home rehabilitation.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
9	Project Name	CD2510 Minor Repair Program
	Target Area	
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	:
	Description	This program provides essential repairs to maintain livability in existing housing units.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	
10	Project Name	CD2511 Homeowner Rehab
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	Provide home rehabilitation for owner-occupied housing.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
11	Project Name	CD2512 Abatement Dangerous Buildings
	Target Area	
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	
	Funding	:
	Description	Important maintenance and upgrades to abate dangerous conditions in existing structures.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
12	Project Name	HO2510 City Administration
	Target Area	
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning

	Funding	:
	Description	City administration of HOME allocation.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
13	Project Name	HO2520 County Administration
	Target Area	
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	:
	Description	County administration of HOME funding.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
14	Project Name	HO2530 County Programs
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	Programs to support affordable housing through Pueblo County.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	

	Location Description	
	Planned Activities	
15	Project Name	HO2540 Community Housing Development Organization
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
	16	Project Name
Target Area		
Goals Supported		
Needs Addressed		
Funding		:
Description		
Target Date		
Estimate the number and type of families that will benefit from the proposed activities		
Location Description		
Planned Activities		
17		Project Name
	Target Area	
	Goals Supported	
	Needs Addressed	

Funding	:
Description	
Target Date	
Estimate the number and type of families that will benefit from the proposed activities	
Location Description	
Planned Activities	

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

There are no geographic areas in which assistance will be targeted. Applications are received from community members and agencies independent of location and are taken into consideration if the proposed projects fulfill the federal requirements of the programs.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	92
Countywide	8

Table 57 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The majority of funds will be allocated in the City of Pueblo because only the City receives CDBG and CDBG-CV funds so all of those funds will be expended within the City. The HOME funds are divided between the City and County with the vast majority going to the City. Within the City, funds are allocated in different neighborhoods to meet the needs of residents throughout the City.

Discussion

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

The following tables outline the affordable housing goals funded with CDBG and HOME funds.

One Year Goals for the Number of Households to be Supported	
Homeless	200
Non-Homeless	0
Special-Needs	0
Total	200

Table 58 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	10
The Production of New Units	2
Rehab of Existing Units	20
Acquisition of Existing Units	0
Total	32

Table 59 - One Year Goals for Affordable Housing by Support Type
Discussion

Per 91.220(1), there are some program-specific requirements for HOME as described below. Eligible applicants for HOME-funded programs are all low- and moderate-income households residing in the City or County or projects that are to be completed by developers, for example, that seeks to construct or rehabilitate units that are income-restricted. This includes applications for HOME funds in support of Low Income Housing Tax Credit (LIHTC) projects or RAD conversions undertaken by the Housing Authority.

HOME applications for affordable housing development will be taken monthly on a rolling basis, as projects are being developed. DHCS will review HOME Program applications in accordance with the Application checklist and on the following criteria:

- **Affordable Housing Experience:** Capacity must be demonstrated by including an application that identifies all necessary components to accomplish the development, e.g., effective control of sites for acquisition and construction developments, the financial capacity to repay the HOME loan and other financial arrangements, as well as comprehensive program design. DHCS’s HOME Program staff will conduct reviews of:

- a. Previous performance under the HOME Program and other related programs, including

disbursements, monitoring and findings;

b. Relevant experience in administering housing programs;

c. Relevant experience in developing and managing housing programs and;

d. Size of staff relative to all other program responsibilities.

- Housing Need Factor: The need factor pertains to percentages of the city's lower income households, the percentage of households with housing costs greater than thirty percent (30%) of area median family income adjusted for family size.
- Financing: DHCS places a strong emphasis on projects that will include the use of funds from other sources. All costs will be examined for reasonableness, and applicants may be denied if costs are deemed unreasonable.

The Consortium will not issue a funding commitment until all other commitments are in place. Proof of these commitments will be required prior to Council approval and execution of contracts.

- Readiness: The purpose of the application process is to allocate funds to eligible applicants for proposed projects. Applicants applying for HOME Program funds must begin their developments within ninety (90) days of the notice to proceed. Developments that do not begin within ninety (90) days are subject to have all HOME Program funds recaptured and reallocated to other eligible activities unless otherwise approved by DHCS. DHCS realizes that there may be extenuating circumstances that may delay the beginning of a project. Such circumstances will be reviewed on a case-by-case basis.

Program and services funding available through the CDBG Program is awarded through an annual NOFA process.

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

Actions planned will address the needs to public housing.

Actions planned during the next year to address the needs to public housing

Over the last six years, the HACP has been executing a four-phased Rental Assistance Demonstration (RAD) project, which converts a 212-unit Public Housing development into four separate projects. The HACP has been successful in leveraging public/private partnerships and funding for each of the phases. The City of Pueblo has used entitlement funding for each of the three completed projects and anticipates an application for the fourth phase when the HACP is awarded tax credit equity.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HACP continues to try to increase resident involvement in management by providing regular resident meetings where residents can express concerns to housing management. The Agency maintains a strong working relationship with the City-wide resident organization, which provides resident involvement in strategic and agency planning.

HACP also administers the Family Self-Sufficiency Program, which is a five-year voluntary program for participants in both the Housing Choice Voucher and the Public Housing programs. The program is designed to help individuals with improving their economic status by reducing their dependence on public assistance.

The Family Self Sufficiency Coordinator will assist with developing an individualized plan leading to self-reliance and identifying the steps and activities that need to be taken to reach those goals.

There are various referrals to supportive social services such as childcare, job preparation, credit counseling, education, home ownership, transportation, and vocational training.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable as the HACP is not designated as troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

The City of Pueblo is committed to supporting individuals experiencing homelessness or at risk of becoming homeless through various initiatives. These efforts focus on shelter services, prevention programs, and outreach strategies.

1. Homeless Services

The City of Pueblo owns and operates the community's only homeless shelter, with wraparound services coordinated by the Department of Community and Human Services (DCHS). Funding for shelter operations is available through the Community Development Block Grant (CDBG) program, with additional capital upgrades planned through both CDBG and HOME funding sources.

2. Homelessness Prevention

Through partnerships with nonprofit organizations, the CDBG program provides financial support for eviction prevention efforts, helping individuals and families remain stably housed.

3. Outreach Efforts

The City also supports outreach initiatives, including CDBG-funded programs such as youth outreach, designed to connect vulnerable populations with essential services.

By leveraging local resources and funding opportunities, the City of Pueblo remains committed to addressing homelessness through coordinated services, prevention strategies, and targeted outreach.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pueblo CoC, which is part of the Colorado Balance of State, has a long-term goal of decreasing the number of persons experiencing homelessness by moving individuals and families from homelessness into permanent housing. To achieve this objective, the CoC meets regularly to monitor, discuss ongoing needs and issues that affect those impacted by homelessness. Health Solutions serves as the lead CoC agency and provides outreach to assess the individual needs of those experiencing homelessness. The CoC is engaging in the Built for Zero campaign, which is an approach that seeks to end homelessness

using a By-Names list for each subcategory (i.e. veterans, families, etc.).

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Pueblo is actively addressing emergency shelter and transitional housing needs for individuals experiencing homelessness through a combination of shelter services, prevention initiatives, and outreach efforts.

Emergency Shelter Services

The City owns and operates Pueblo's only homeless shelter, ensuring access to safe and stable temporary housing. Wraparound services are coordinated by the Department of Community and Human Services (DCHS) to provide comprehensive support. Funding for shelter operations is available through the Community Development Block Grant (CDBG) program, with additional capital upgrades planned using both CDBG and HOME funding sources.

Transitional Housing & Prevention Efforts

To support long-term stability, the City collaborates with nonprofit partners to prevent homelessness through eviction prevention programs funded by the CDBG program. These efforts help individuals and families avoid displacement and transition to stable housing.

Outreach & Community Engagement

Recognizing the importance of outreach, the City funds initiatives such as youth outreach programs through CDBG, ensuring that vulnerable populations receive access to resources that promote stability and reintegration into the community.

By leveraging local resources and funding opportunities, the City of Pueblo remains committed to providing both immediate shelter and long-term housing solutions for individuals experiencing homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Pueblo remains committed to ensuring housing stability and providing critical assistance to individuals experiencing homelessness or at risk of becoming homeless. These efforts focus on three key

areas:

1. Homeless Services

The City owns and operates Pueblo’s only homeless shelter, with wraparound services coordinated by the Department of Community and Human Services (DCHS). Shelter operations are supported through Community Development Block Grant (CDBG) funding, with additional capital upgrades planned using both CDBG and HOME funding.

2. Homelessness Prevention

Through strategic partnerships with nonprofit organizations, the City invests CDBG funds in eviction prevention programs, helping residents maintain stable housing and avoid displacement.

3. Outreach Initiatives

The City supports various outreach efforts, including youth outreach programs, homelessness prevention services, and operational funding for housing providers—all made possible through CDBG funding.

Despite these ongoing efforts, **funding remains the primary challenge** in expanding housing and support services for individuals and families experiencing homelessness. This issue is expected to intensify as eviction moratoria are lifted, leading to an increase in displacement.

The City of Pueblo remains dedicated to investing CDBG funds strategically to provide essential services and address the evolving needs of the community.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Pueblo remains committed to ensuring housing stability and providing critical assistance to individuals experiencing homelessness or at risk of becoming homeless. These efforts focus on three key areas:

1. Homeless Services

The City owns and operates Pueblo’s only homeless shelter, with wraparound services coordinated by the Department of Community and Human Services (DCHS). Shelter operations are supported through

Community Development Block Grant (CDBG) funding, with additional capital upgrades planned using both CDBG and HOME funding.

2. Homelessness Prevention

Through strategic partnerships with nonprofit organizations, the City invests CDBG funds in eviction prevention programs, helping residents maintain stable housing and avoid displacement.

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The City supports various outreach efforts, including youth outreach programs, homelessness prevention services, and operational funding for housing providers—all made possible through CDBG funding.

Despite these ongoing efforts, **funding remains the primary challenge** in expanding housing and support services for individuals and families experiencing homelessness. This issue is expected to intensify as eviction moratoria are lifted, leading to an increase in displacement.

The City of Pueblo remains dedicated to investing CDBG funds strategically to provide essential services and address the evolving needs of the community.

Discussion

AP-75 Barriers to affordable housing - 91.420, 91.220(j)

Introduction

The City of Pueblo recently completed an in-depth Analysis of Impediments to Affordable Housing, identifying critical barriers—from restrictive land-use controls and zoning ordinances to burdensome fees and outdated building codes—that limit access to affordable housing. The study not only highlights these challenges but also proposes actionable solutions designed to ameliorate the negative effects of current public policies, paving the way for a more robust and equitable housing market.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City is actively working to remove barriers to affordable housing, including:

- **Zoning and Land Use Reforms:** The City of Pueblo is actively revising its zoning ordinances through the update of its Unified Development Code (UDC). The goal is to relax restrictions on multifamily housing—especially in infill areas—and to expand the definition of “family” so that more flexible occupancy arrangements are allowed. In addition, the plan includes permitting manufactured or modular housing on lots traditionally reserved for single-family dwellings. Similar revisions are being pursued at the county level to encourage a wider range of housing developments.
- **Modernizing Building Codes and Construction Standards:** To reduce overall development costs and improve the return on residential investment, the City is exploring adjustments in building codes and energy standards. This initiative involves assessing alternative construction methods (such as offsite manufacturing, panelized construction, and repurposed shipping containers) that can lower material, labor, and time costs for affordable housing projects.
- **Financial Incentives and Streamlined Development Processes:** Both the City and County are working on creating incentive policies, including fee waivers, tax abatements, and reduced permit costs. These measures aim to lessen the financial burdens imposed by current fees and charges, encouraging private investment in affordable housing. The City’s recent award of a Local Capacity Planning Grant from the Department of Local Affairs supports this effort, enabling faster project approvals and more coordinated collaboration among departments.
- **Utilization and Management of Public Land:** The local government intends to reform its acquisition and disposition policies regarding city-owned real estate. By acquiring land at favorable rates and offering it to developers with incentive packages, the City aims to remove barriers related to land cost and availability, thus facilitating new residential infill development.
- **Coordinated Planning and Funding Strategies:** Finally, by leveraging regional comprehensive planning processes and programs such as CDBG, HOME, and State Proposition 123, the City and County are pursuing multiple funding streams to address affordability gaps. These coordinated

efforts include enhanced communication and streamlined administrative procedures among local agencies, which help mitigate the restrictive growth limitations and tax policies that currently impact housing development.

Discussion

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The following section describes other actions to be taken to meet the needs of the community.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is the limited funding resources available to address identified priorities. In addition, the gap in what households can afford to pay for housing and the price of housing is another obstacle to meeting the needs of the underserved. The City has a lack of decent, affordable units to meet the needs of the community.

The effect of greater community needs in the form of homelessness, risk of homelessness, the increased demand for supportive services (particularly for persons with multi-system contact), rising cost of housing and stagnant wages and an aging housing stock in need of revitalization while funding remains largely stagnant or is decreasing in real dollars puts added pressures on the systems within the City.

The City of Pueblo will continue to partner with other public agencies and non-profit organizations, when feasible, to leverage resources and maximize outcomes in housing and community development.

Lastly, the City and the County contribute approximately \$1m annually toward funding various public services agencies. While the need remains greater than the available resources, funding is critical in the community.

Actions planned to foster and maintain affordable housing

The City will utilize its CDBG funds to implement the DHCS's five housing strategies. Specifically, the CDBG funding will be used to help preserve Pueblo's aging and dilapidated housing stock. This is done through several housing rehabilitation programs, including programs for seniors and for persons needing accessibility modifications to age in place. The CDBG funding is leveraged using both City of Pueblo general funding and paired with state and other grant funding opportunities available. These housing rehabilitation programs work to maintain the quality of the affordable housing stock occupied by low- and moderate-income households.

The City may also use CDBG or HOME funding to implement other housing strategies, which include:

1. **Boarded, Blighted & Burnt** – Identify redevelopment solutions for homes that need demolition due to lack of maintenance, condemnation, structural failure, or fires.
2. **Rehabilitation** – Preserve existing housing stock by expanding funding for low- and moderate-income homeowners who need home repairs.
3. **Infrastructure** – Assist with infrastructure fees for affordable housing development. Add infrastructure to existing City-owned vacant parcels to create development-ready properties.

4. **Blighted Commercial** – Assist with the acquisition and demolition of properties with large vacant commercial buildings to make sites ready for redevelopment of high-density residential units.
5. **Homeless Housing Options** – Create transitional housing options for individuals exiting homelessness, including non-congregate sheltering options and support for Rapid Re-Housing and Permanent Supportive Housing.

Additionally, the City will utilize HOME funds toward the new construction of rental units in the Compass Pointe Development.

Actions planned to reduce lead-based paint hazards

The Pueblo County Department of Public Health and Environment operates a lead blood testing program for residents. The lead program offers the following service to residents of the County:

- Lead risk and hazard reduction education to resident owners, property managers, and tenants.
- Lead risk and hazard reduction education for occupational and hobby exposures.
- Environmental testing program for Lead hazard screening (cost: \$42.00/hour or no cost to those located within the Superfund Study Area).
- Blood Lead screening for children up to age 16, women of child-bearing age, pregnant or nursing women; and
- Blood Lead monitoring program for children with blood levels at or above 5.0 µg/dL.

The County also provides additional information regarding the common sources of lead exposure, potential health effects and methods to reduce exposure.

The City will continue to work with the Health Department as needed to reduce lead-based paint hazards and will continue to comply with all regulatory requirements of the CDBG and HOME programs as related to lead-based paint.

Actions planned to reduce the number of poverty-level families

Ongoing efforts to strengthen economic development and provide the City's lowest-income households with needed housing-related assistance and services directly address needs identified in this plan. The City will work with existing agencies that serve persons in poverty in order to evaluate their needs, coordinate the delivery of services, and determine if funding assistance should be made available through the CDBG Program in cases where there are insufficient resources to meet the identified needs. In addition, the City will:

- continue to work to coordinate community development strategies, needs assessments and integrated planning.
- continue to work within the Continuum of Care process and other coordinating agencies to

- reduce duplication, improve integration, and identify unmet service needs.
- expand coordination among local funding entities to streamline the application process, and to maximize the impact of those resources.
- provide letters of support and other documentation to agencies in support of their fundraising efforts.
- enhance public access to information about community services.

Actions planned to develop institutional structure

The City of Pueblo is committed to the continued coordination of all Anti-Poverty and Community Development initiatives. The City has entered into several intergovernmental agreements with other entities such as Pueblo County to administer the CSAC process, which allocates general revenue funds from both entities to non-profit agencies and economic development organizations that enhance the quality of life in the community.

Actions planned to enhance coordination between public and private housing and social service agencies

Meaningful collaboration as it relates to the development and implementation of housing and community development programs and services has become increasingly important as the federal resources available to these programs continue to decline. Collaboration with housing and service providers helps the City to capture the maximum benefit for each dollar it invests and ensures that investments strategically address both short-term needs and advance long-term goals.

The Department of Housing and Citizen Services conducts ongoing consultation with human services agencies, housing development organizations, and municipalities at various points in time during a program year.

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

The following section describes program-specific requirements for the CDBG and HOME programs.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

- | | |
|--|----------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| Total Program Income: | 0 |

Other CDBG Requirements

- | | |
|---|---------|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 100.00% |

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The County does not anticipate receiving any additional program income for its HOME programs

during FY 2025.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

When HOME Program funds are used to assist a household in the purchase of a unit, restrictions will be placed on the unit to ensure compliance with the resale and recapture requirements described in 24 CFR 92.254(a)(5), as amended through July 2013. This section sets forth the method that will be used by the Consortium to enforce these requirements.

The HOME Down payment Assistance Program will require a default. In the event of a default, as defined under the note and deed, and where net proceeds are sufficient to repay both the City's HOME investment and the homeowner investment, a full repayment of the direct HOME subsidy will be required.

The City of Pueblo elects to enforce the Recapture Provisions of the HOME Program, recapturing the direct HOME subsidy under the following conditions:

The City of Pueblo will recapture the direct subsidy amount of the HOME Program funds provided to the homebuyer/homeowner on an approved activity or recapture the maximum net proceeds from sale of property (whether recapture is affected through foreclosure or no foreclosure action).

- When net proceed exceed superior debt and the amount of direct HOME subsidy invested, the City will recapture the entire direct HOME subsidy provided.
- When net proceeds are insufficient to cover superior debt, the direct HOME subsidy will be forgiven.
- When net proceeds are insufficient to reimburse the entire direct HOME subsidy provided, but are in excess of the superior debt, the balance (Direct Subsidy – Net Proceeds) will be recaptured by the City.

Net proceeds recovered will be used to:

(1) Reimburse the HOME Program (approved activity) for the outstanding balance of HOME funds not repaid or forgiven during the applicable affordability period at the time of recapture.

(2) Reimburse the HOME Program (administration) for "holding costs" or other costs associated with the recapture action (legal fees, insurance, taxes, realtor fees, appraisal/BPO costs, etc.). If net proceeds recaptured are less than the outstanding balance of the direct HOME subsidy invested in

the property (for all approved activities and holding costs incurred), the loss will be absorbed by the HOME Program and all HOME Program requirements would be considered to have been satisfied. If net proceeds recaptured are greater than the outstanding balance of direct HOME subsidy invested in the property (for all approved activities and holding costs incurred), the balance of net proceeds will be distributed to the homeowner (or his/her estate). If the recapture of proceeds is effectuated through a completed foreclosure action, and the property is legally owned by the City of Pueblo, the balance of net proceeds recaptured will inure to the City of Pueblo.

For those cases where the affordability requirements are violated as a result of the death of the HOME beneficiary and there is an eligible person who qualified and is desirous of assuming the HOME assistance invested in the property, DHCS will permit sale of the HOME-assisted unit to the qualifying, eligible person, contingent upon DHCS's prior review and approval. The subsequent owner will be required to adhere to all applicable affordability requirements for the unexpired term of the original affordability period.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Funding provided to developers of affordable rental housing will also be recaptured unless all of the following circumstances are demonstrated to exist: (i) more than 15 to 20 years have elapsed since the substantial completion of the project, or the City approves transfer of the Project and waives acceleration of the indebtedness, which transfer may be approved or disapproved in the sole discretion of the City, (ii) the primary lender also consents to assumption of the mortgage or obligation to which the deed of trust securing the agreement is subordinate, (iii) the sale of the Property is to a subsequent purchaser who agrees in writing to comply with the affordability requirements set forth at 24 CFR, §92.252, (iv).

All subrecipient, developers, owner and sponsor HOME agreements contain clauses stating project lease-up requirements. The City has amended the written guidelines to address changes promulgated by the 2013 New HOME Rule. All new for-sale single-family projects will have provisions within the written agreement calling out the new HOME Investment Partnership Act requirement that all units not sold within 9 months of completion will be converted to rental.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The Consortium does not permit the use of HOME funds to refinance existing debt secured by multifamily or single-family housing that is being rehabilitated with HOME funds.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

The City of Pueblo does not directly administer HOME TBRA. Any preferences outlined would be based on the subrecipient's policies and procedures administering TBRA. Tenant selection plans are reviewed as part of a TBRA allocation.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

The City of Pueblo does not directly administer HOME TBRA. Any preferences outlined would be based on the subrecipient's policies and procedures administering TBRA. Tenant selection plans are reviewed as part of a TBRA allocation.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

The City of Pueblo does not directly administer HOME TBRA. Any preferences outlined would be based on the subrecipient's policies and procedures administering TBRA. Tenant selection plans are reviewed as part of a TBRA allocation.

Attachments

Citizen Participation Comments

Table of Contents Participation Appendix

2020-2024 Consolidated Plan

2020 Annual Action Plan

CDBG-CV Funds (allocated in 2020 AAP)

- a. Proof of publication for 2020-2024 CP and 2020 public meeting
- b. Sign-in sheet for public meeting
- c. Summary of comments received in public meeting
- d. Sign-in sheets for stakeholder sessions
- e. PowerPoint from PH1
- f. Stakeholder flyer
- g. Summary of comments received for stakeholder sessions
- h. Proof of publication that the CP and 2020 plan would be on display and notice of second hearing for CP and 2020 AP
- i. Summary of comments received during the display period
- j. Sign-in sheets from second hearing
- k. PowerPoint from PH2
- l. Summary of comments received from second hearing
- m. Comcast flyer
- n. Summary or results from Resident Survey
- o. Copy of ordinance adopting plan
- p. Proof of publication for the first CV hearing (could be this year or last year)
- q. Sign-in sheet for first CV hearing (could be this year or last year)
- r. Proof of publication that CV was going on display and notice of second CV hearing
- s. Sign-in from second CV hearing
- t. Summary of comments received from second CV hearing

2020-2024 Consolidated Plan
2020 Annual Action Plan

CITY HOUSING & CITIZEN SERV-LCL
2531 E 4TH ST
PUEBLO, CO 810014200

PROOF OF PUBLICATION AFFIDAVIT

THE PUEBLO CHIEFTAIN

STATE OF COLORADO

County of Pueblo

I, V. Felty, do solemnly swear that I am an employee of THE PUEBLO CHIEFTAIN; that the same is a daily newspaper printed in the County of Pueblo, State of Colorado, and has a general circulation therein, that said newspaper has been published continuously and uninterruptedly in said County of Pueblo for a period of 365 days a year next prior to the first publication of the annexed legal notice or advertisement. That said newspaper has been admitted to the United States Mail as a second class matter under the provisions of the act of March 3rd, 1867, or any amendment thereof duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado, of which is attached a true copy from said newspaper and was published on the following dates:

PUBLISHED: March 09, 2021

In witness whereof, I have hereunto set my hand this 9th day of March, 2021

[Signature]
Legal Clerk

Subscribed and sworn to before me, a Notary Public in and for the County of Brown, State of Wisconsin

Amy Kokott
Notary Public
6/30/2025
My commission expires

AMY KOKOTT
Notary Public
State of Wisconsin

Order Number: 0000227150

Account number: 81017

**NOTICE OF PUBLIC NEEDS HEARING
CITY OF PUEBLO, CO
FIVE YEAR CONSOLIDATED PLAN AND ANNUAL ACTION PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOME INVESTMENT PARTNERSHIPS PROGRAM**

Notice is hereby given that the City of Pueblo, CO (City) is currently preparing its new Five Year Consolidated Plan for FY 2020-2024 and Annual Action Plan for FY 2020 and 2021. The City will receive FY 2020 and 2021 Community Development Block Grant (CDBG) funds and HOME Investment Partnerships (HOME) funds from the U.S. Department of Housing and Urban Development (HUD) and will conduct a public hearing on the use of these funds for FY 2020 and 2021. The City will also be accepting public input on housing, community development and economic development needs over the next five years. In accordance with the Final Rule for consolidation of the CDBG and HOME Programs, 24 CFR Part 91, et. al., the City will prepare the new Five Year Consolidated Plan and Annual Plans, which will be submitted to HUD on or before August 1, 2021.

In accordance with the City's Citizen Participation Plan, the City will hold a community development and housing needs hearing at the time indicated below. The meeting will be virtual due to the pandemic.

Virtual Public Meeting: March 25, 2021 at 1:00 pm
 ZOOM Meeting ID: 901 1669 8930
 Passcode: 307542

 Dial by Location:
 1-669-900-6833 (San Jose)
 1-253-215-8782 (Tacoma)

Persons requiring accommodations for special needs can make arrangements by contacting [Bryan Gallagher at the City at the following email address: housing@pueblo.us](mailto:bryan.gallagher@pueblo.us) at least 5 business days prior to the meeting.

The purpose of these public hearings is to:

1. Obtain the views and comments of individuals and organizations concerning the City's housing and community development needs. The information gathered will be used in the preparation of the Five Year Consolidated Plan and Annual Action Plans submission for the FY 2020 and 2021 Program Years.
2. Review the City's Community Development Block Grant and HOME Investment Partnerships Programs and provide an opportunity for the public to comment on program performance.
3. Summarize the Consolidated Plan process and obtain the views of citizens, public agencies, and others interested in the housing and community development needs of the City.

The City expects to publish a summary of its proposed Five Year Consolidated Plan and Annual Action Plans for FY 2020 and FY 2021 on or before May 14, 2021. A copy of the document will be placed on public display for a thirty (30) day review period beginning on or before June 1, 2021. A second public hearing will be duly advertised and conducted to present the proposed plan to the public. The City will consider comments on the proposed plan prior to adoption by the Pueblo City Council on or before July 15, 2021. Proper notice of the display date and subsequent public hearing will be properly advertised. The City intends to submit its new Five Year Consolidated Plan and FY 2020 and 2021 Annual Action Plans to HUD on or before August 1, 2021.

PUBLICATION DATE: March 9, 2021

PJ-0000227160-01



Pueblo, CO

2020-2024 CONSOLIDATED PLAN

2020 AND 2021 ANNUAL ACTION PLANS


ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

Thursday, March 25, 2021

1:00 PM MST / 3:00 PM EST

Participants (7)

Search

- KS Kari Smith (me)
- PI Pueblo IT (Host)
- AE Alexis Ellis
- B BillW
- BG Bryan Gallagher - Dept. of H...
-  Jessica Lurz
- V Venessa

Invite Unmute Me Raise Hand

Public Meeting

Thursday, March 25, 2021

1 PM MST/ 3 PM EST

Challenges to Affordable Housing

- Developers become stuck in a cycle where they have gotten approvals from planning and zoning, then hit roadblocks with regional building that require additional costs. Zoning requirements need to be updated with affordable housing in mind, as well as improving coordination between departments (regional building, planning, zoning).
 - The zoning code was drafted in 1968. It's been edited over time, but it still only provides for residential and commercial. This creates an issue of where multifamily housing falls; it tends to be considered as commercial, with appearance requirements of commercial facilities that do not really apply to multifamily.
 - Even if multifamily housing is considered as residential, a qualifying property must have 10 out of 15 elements to qualify. This can be difficult and costly, particularly if you are trying to build affordable housing.
- Lack of a public administrator position has created a bottleneck in the court system, preventing homes from getting through probate. Fund the Public Administrator position to assist with probate cases and other functions would address this issue.
- The City of Pueblo has a landbank, but it does not have the power to clear title; quieting title is a process that can take 6-18 months.

Meeting the Needs of the Homeless

- Medical respite – the need for facility-based respite, as well as shelter beds, wound care, medical beds, and med management (types of care that homeless care workers are not equipped for) - are a high-priority need.
- Higher quality data produced from the recent enrollment in the Built for Zero initiative will be used as a tool to convince hospitals to build affordable housing.



Pueblo, CO

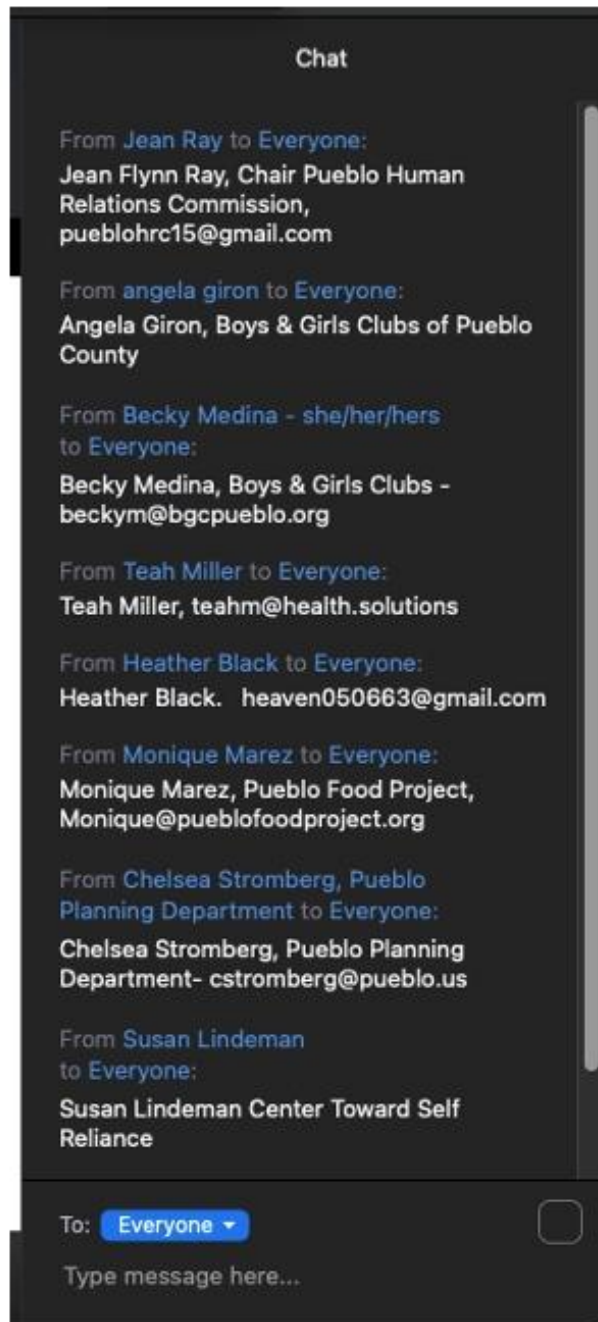
2020-2024 CONSOLIDATED PLAN

2020 AND 2021 ANNUAL ACTION PLANS

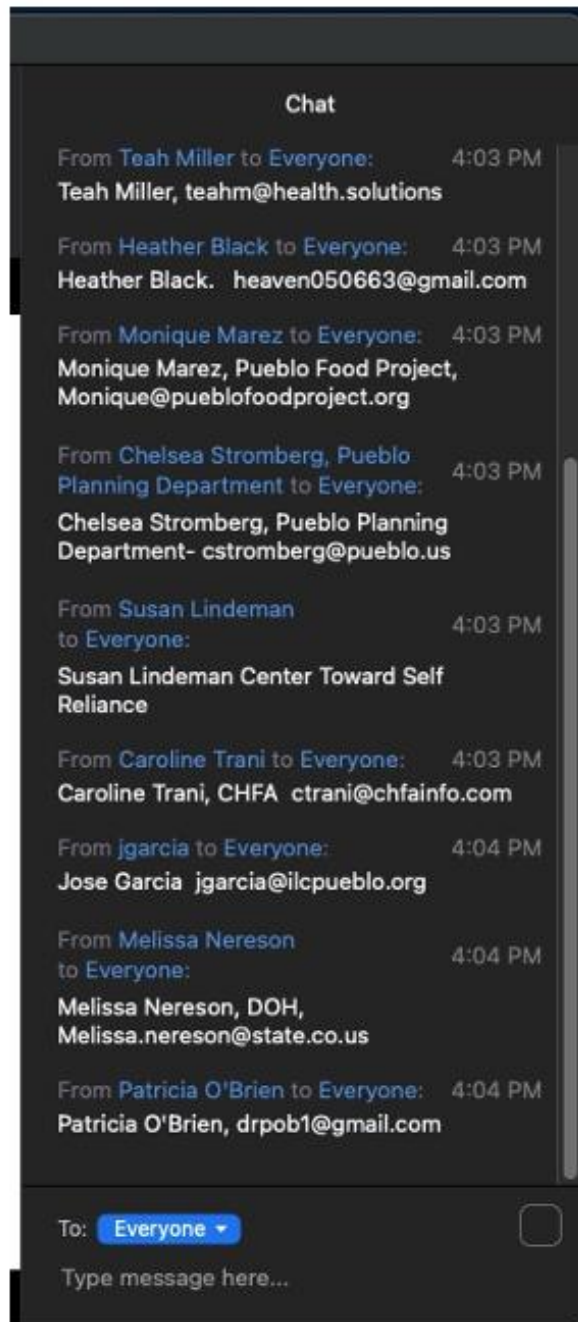
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

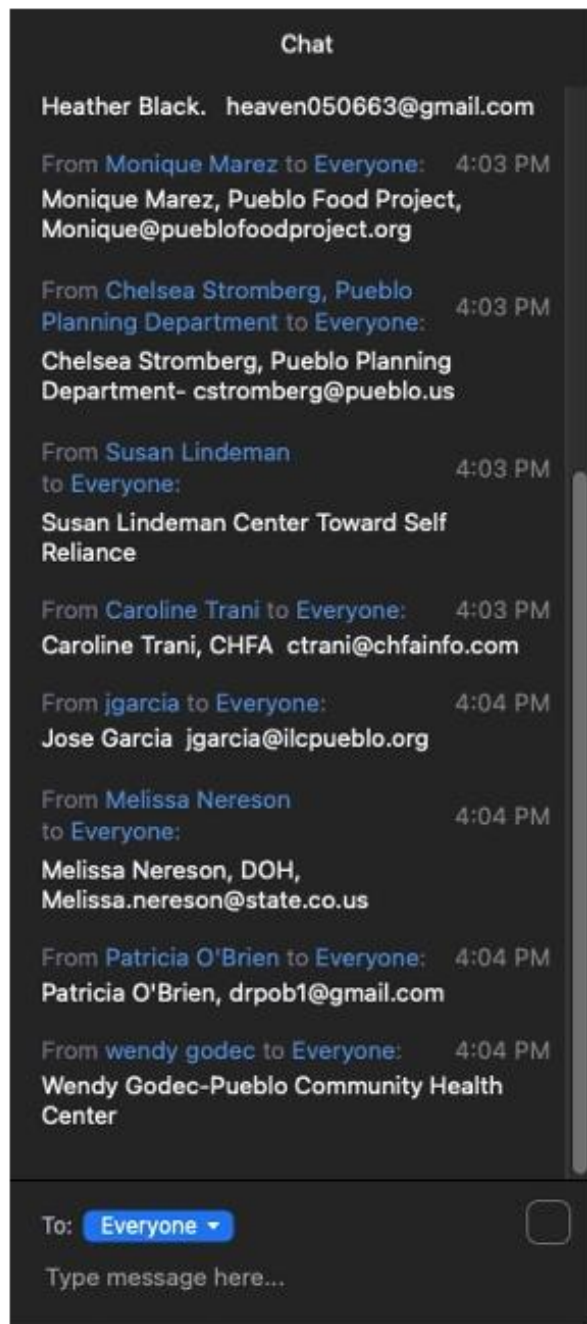
Tuesday, March 16, 2021

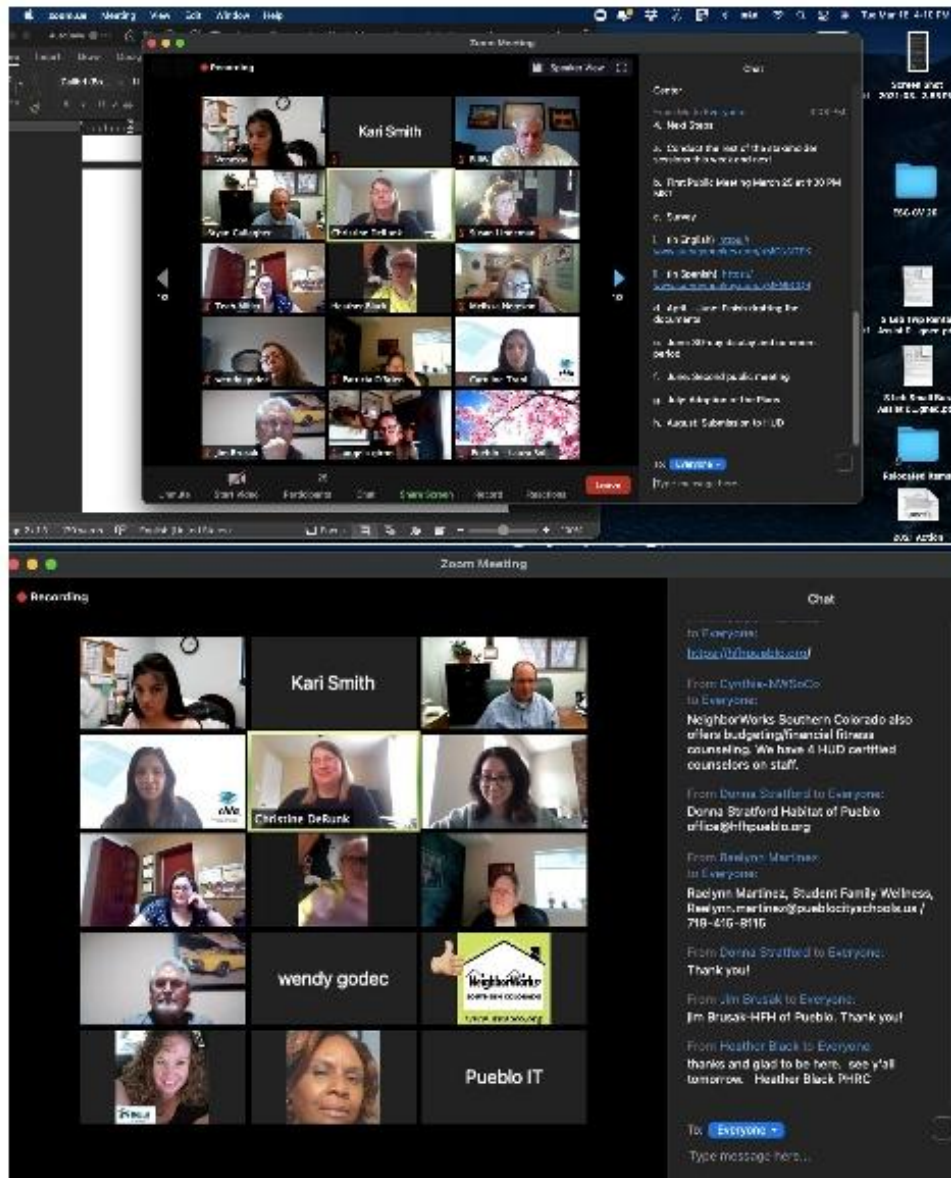
2:00 PM MST / 4:00 PM EST















Pueblo, CO

2020-2024 CONSOLIDATED PLAN

2020 AND 2021 ANNUAL ACTION PLANS

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

Wednesday, March 17, 2021

10:00 AM MST / 12:00 PM EST

Participants (18)

Search

- BG Bryan Gallagher - Dept....
- Caroline Trani, CHFA
- CS Chelsea Stromberg, Pu...
- CD Christine DeRunk
- Donna Stratford
- GW Gary Weaver
- JD Jimmy Duffner
- J Justicia

Invite Unmute Me Raise Hand

Chat

From Jimmy Duffner to Everyone:
Kathy Cline says there are over 700 on fountain creek

From Heather Black to Everyone:
agree there are all along throughout

To: Everyone

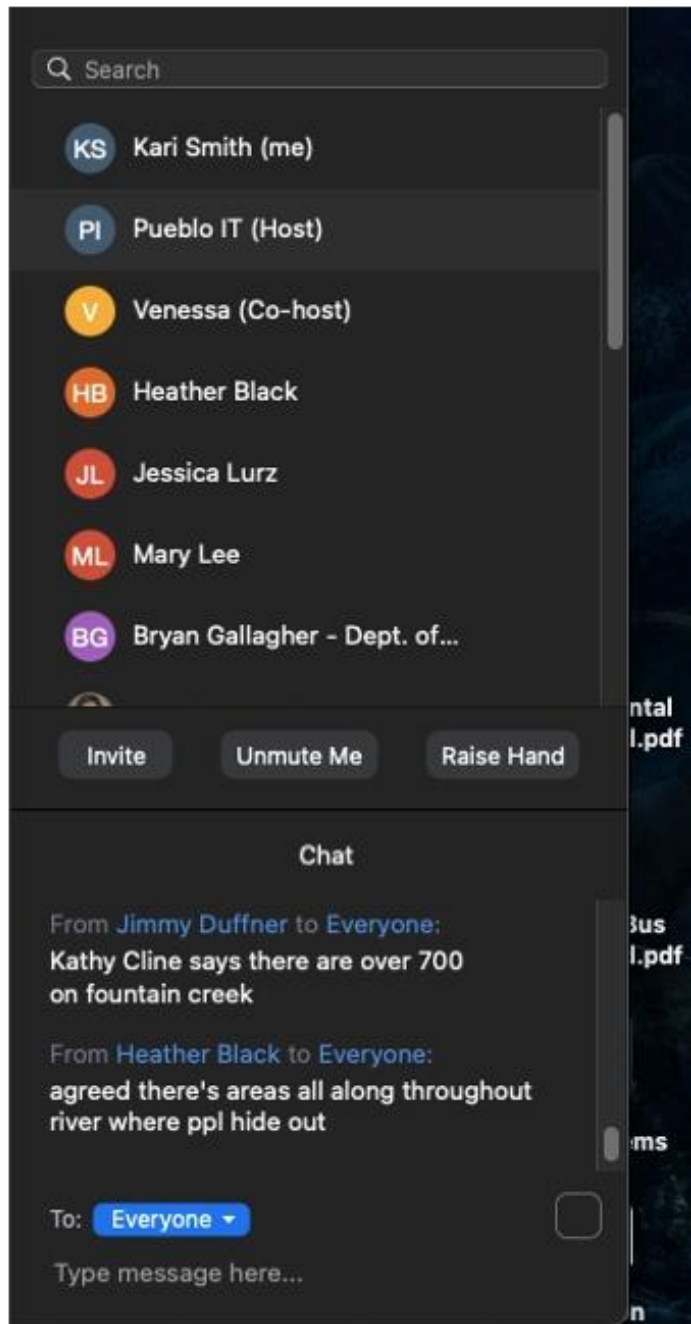
Type message here...

The screenshot shows a Zoom meeting interface. At the top, it says "Participants (18)". Below this is a search bar. A list of participants is shown, each with a circular icon containing initials and their name: Gary Weaver (GW), Jimmy Duffner (JD), Justicia (J), Mark Holmes (MH), Melissa Nerson (MN), sarinaadame (s), and Tammy Torres (TT). Below the list are three buttons: "Invite", "Unmute Me", and "Raise Hand".

The "Chat" window is open at the bottom. It shows two messages:

- From Jimmy Duffner to Everyone: Kathy Cline says there are over 700 on fountain creek
- From Heather Black to Everyone: spread there's more all along throughout

At the bottom of the chat window, there is a "To:" dropdown menu set to "Everyone" and a text input field that says "Type message here...".





Pueblo, CO

2020-2024 CONSOLIDATED PLAN

2020 AND 2021 ANNUAL ACTION PLANS

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

Tuesday, March 23, 2021

12:00 PM MST / 4:00 PM EST

Participants (16)

Search

- KS Kari Smith (me)
- PI Pueblo IT (Host)
- V Venessa (Co-host)
- B BillW
- BG Bryan Gallagher - Dept. of...
- Laura Kelly
- SL Susan Lindeman
- ag angela giron
- Caroline Trani
- CS Chelsea Stromberg
- Donna Stratford
- GW Gary Weaver













Invite Unmute Me Raise Hand

DOCK

2021 Action

Participants (16)

Search

-  Laura Kelly
-  Susan Lindeman
-  angela giron
-  Bryan Gallagher - Dept. of...
-  Caroline Trani
-  Chelsea Stromberg
-  Donna Stratford
-  Gary Weaver
-  Jason C
-  Jimmy Duffner
-  Melissa Perez
-  Teah Miller

Invite Unmute Me Raise Hand



Pueblo, CO

2020-2024 CONSOLIDATED PLAN

2020 AND 2021 ANNUAL ACTION PLANS

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

Wednesday, March 24, 2021

10:00 PM MST / 12:00 PM EST

Participants (13)

Search

- PI Pueblo IT (Host)
- KT Kevin Tang
- V Venessa (Co-host)
- BG Bryan Gallagher - Dept. of...
- MP Melissa Perez
- CS Chelsea Stromberg
- Donna Stratford
- JL Jessica Lurz
- JD Jimmy Duffner
- J Justicia
- RT Ramona Torrez, VOA
- TM Teah Miller

Invite Unmute Me Raise Hand

222%

Share Screen

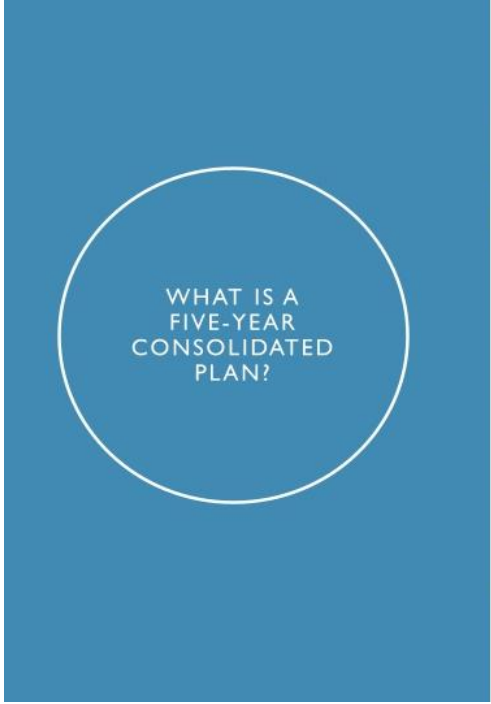


**CITY OF PUEBLO &
PUEBLO CONSORTIUM**

Public Meetings for:
2020-2024 Consolidated Plan
2020 and 2021 Annual Action Plan
Analysis of Impediments to Fair Housing Choice



**CONSOLIDATED PLAN
AND
ANNUAL ACTION PLAN**



Required for all HUD Funding

Covers the Period: October 1, 2020 thru September 30, 2024

Components:

- Stakeholder Consultation and Citizen Participation (Public Agencies, Nonprofit Service Organizations, Residents, Homeless Assistance Organizations, Public Housing Authority, etc.)
- Housing Needs Assessment (Public Housing and Homelessness)
- Housing Market Analysis (Public Housing and Homelessness)
- Strategic Plan - Local Priorities
- Annual Action Plan - Proposed Activities for Program Years 2020 and 2021: (October 1, 2021 - September 30, 2021 and October 1, 2021 - September 30, 2022)

BASIC CDBG ELIGIBLE ACTIVITIES




Housing Rehabilitation



Homeownership Assistance



Public Facilities and Improvements



Blight Removal Demolition/Site Preparation



Code Enforcement



Economic Development



Acquisition / Disposition of Real Property



Public Services

CDBG PUBLIC SERVICES

Limited to 15% of CDBG Grant Amount

Employment Training

Crime Prevention

Childcare

Health Care

Drug Abuse Education

Fair Housing Counseling

Energy Conservation

Homebuyer Education

Recreation Programs

MEETING NATIONAL OBJECTIVES

Each activity must meet one of the
THREE NATIONAL OBJECTIVES:



Benefit Low- and
Moderate-Income
Persons
(at least 70% of
grant amount)



Prevent or Eliminate
Blight
(not more than
30% of grant
amount)



Urgent Needs
when health and
welfare are
threatened

DEFINITION OF
LOW- AND MODERATE-
INCOME
IN
PUEBLO, CO MSA
IN 2020

Household Size	Maximum Income <small>(80% HAMFI for Pueblo, CO MSA)</small>
1 person	\$39,800
2 person	\$45,450
3 person	\$51,150
4 person	\$56,800
5 person	\$61,350
6 person	\$65,900
7 person	\$70,450
8 person	\$75,000

HOME



Housing
Rehabilitation



Homeownership
Assistance



New Construction of
Affordable Housing



Tenant Based Rental
Assistance

2020 // 2021 allocations:

- CDBG \$1,473,959 // \$1,482,287
- HOME \$839,604 // \$852,826



FY 2020 AND
FY2021
FUNDING

ACTIVITIES FUNDED IN PROGRAM YEAR
2018: (OCT 1, 2018 – SEP 30, 2019)
CITY OF PUEBLO
PUEBLO CONSORTIUM

CITY OF PUEBLO INVESTED FUNDS TO ASSIST:

- Community Development Infrastructure - ADA compliant curb ramps and the acquisition of a new fire pumper for Fire Station No. 4;
- Public Services - for non-profit service delivery;
- Affordable Housing - Increase the supply of safe and decent housing;
- Neighborhood Revitalization - Clearance and demolition activities;
- Tenant Based Rental Assistance – 14 households assisted
- City and County Owner-Occupied Rehabilitation and Minor Repairs Programs - 30 households
- Construction of affordable housing rental units- 72 units
- New construction of owner-occupied housing –1 unit



ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE



**EQUAL HOUSING
OPPORTUNITY**

WHAT IS FAIR HOUSING?

- The right to choose housing free from unlawful discrimination
- Federal, state, and local laws protect people from discrimination in housing transactions such as rentals, sales, mortgage lending and insurance
- It ensures access to housing for everyone

FAIR HOUSING PROTECTED CLASSES



Race



Color



Religion



Disability



Sex



Familial
Status



National
Origin

EXAMPLES OF HOUSING DISCRIMINATION

A landlord or agent asks questions about your religious practices

A unit is advertised as "vacant" or "for sale" but the agent refuses to show it to you

Extra security deposit is required for families with children

A landlord refuses to rent to you because you use a wheelchair



PUBLIC COMMENT

PUBLIC
COMMENT

YOUR
OPINION
COUNTS!

What are Pueblo's most urgent needs?

- Housing?
- Infrastructure?
- Facilities (Community Centers, Neighborhood Centers, Libraries, etc.)?
- Services (Job Training, Youth Programs, Childcare, etc.)?
- Employment Opportunities?



HAVE YOU
EXPERIENCED
DISCRIMINATION?

- In your search for housing?
- In your efforts to stay in your housing?
- What did you do?


NEXT STEPS

- **Complete our survey:** <https://www.surveymonkey.com/r/MCNNTPK>
 - Completa nuestra encuesta <https://www.surveymonkey.com/r/MFN9CQR>
- **April-June:** Draft the Consolidated Plan, 2020 Annual Action Plan, 2021 Annual Action Plan and AI
- **June:** Begin 30-Day Public Display/Comment Period
- **June: Second** Public Hearing
- **July:** City Council Presentation and Adoption
- **August 15, 2021:** Submission of Plans to HUD
- **October 1, 2021:** Program Year Begins




Bryan Gallagher
Department of Housing and Citizen Services
Director
719-553-2849
bgallagher@pueblo.us

save the date



We would like to hear from you about the primary needs and challenges in the community as we prepare the Consolidated Plan and the Analysis of Impediments to Fair Housing. Come join us!




Tuesday, March 16 at 2pm
Challenges to Affordable Housing

Discussion of the challenges in creating, preserving, finding and maintaining affordable housing

<https://pueblo.zoom.us/j/98351581834>

☎ 312-626-6799
Meeting ID: 983 5158 1834
Passcode: 276597




Wednesday, March 17 at 10am
Meeting the Needs of the Homeless

Focus on the housing and services needs for persons experiencing homelessness

<https://pueblo.zoom.us/j/92754723460>

☎ 312-626-6799
Meeting ID: 927 5472 3460
Passcode: 771553




Tuesday, March 23 at 2pm
Economic & Community Development

Discussion of existing and needed economic opportunities, workforce development and general community development needs including public facilities and infrastructure.

<https://pueblo.zoom.us/j/97765797766>

☎ 312-626-6799
Meeting ID: 977 6579 7766
Passcode: 535797



Wednesday, March 24 at 10am
Equal Housing for All

Discussion of fair housing for all persons and challenges individuals face in finding housing in their preferred neighborhood.

<https://pueblo.zoom.us/j/97983119577>

☎ 312-626-6799
Meeting ID: 979 8311 9577
Passcode: 907919

Need More Information?
 Bryan Gallagher, Department of Housing and Citizen Services
housing@pueblo.us
 719-553-2849 (TTY 7-1-1 or 800-659-2656)

save the
date




city of
PUEBLO
colorado


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
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
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
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housing@pueblo.us
719-553-2849 (TTY 7-1-1 or 800-659-2656)

Summary of Community Needs Identified during the City of Pueblo's Stakeholder and Public Meetings

March 16-17th and March 23-25th, 2021

The City of Pueblo conducted one public meeting and four stakeholder meetings, all of which were virtual and open to the public. In addition, a stakeholder interview was arranged with the Continuum of Care. The following pages provide a summary of the community needs identified during each of these meetings.

Challenges to Affordable Housing

Tuesday, March 16, 2021

2 PM MST/ 4 PM EST

Challenges faced by Low- and Moderate-Income Renters

- There is an existing and increasing lack of affordable housing stock, meaning quality housing that is covered by vouchers. In addition, rents have increased beyond what vouchers can cover.
- Those with the lowest incomes and/or a history of mental illness/contact with the criminal justice system have difficulty finding a suitable rental unit because they are competing with households without similar backgrounds.
- Due to COVID, accessing resources has become more time consuming and difficult; processes are longer because nothing is done face-to-face or appointments are hard to get, and documentation is sent back and forth by mail.
- Stakeholders reported that application fees for each unit, in addition to common move-in costs such as first and last month's rent, and a security deposit, are barriers to both applying for and obtaining housing. Now with COVID, many people have lost jobs in the service industry, making move-in costs even more prohibitive.
- Poor credit history is often a barrier to housing and causes application denials. Stakeholders suggested financial literacy and credit counseling, perhaps with a certificate of completion to supplement negative credit history. Habitat of Pueblo currently offers quarterly financial literacy classes, and NeighborWorks of Southern Colorado offers budgeting/financial fitness counseling.
- There is also a need for accessible housing for persons with disabilities. Many of the improvements needed – wider doorways, lower countertops, roll-in showers – are costly. The Center for Self-Reliance reported more than 100 disabled persons in their program unable to find accessible, affordable housing or emergency housing.

The Need for Smaller Units and Multifamily

- The greatest need for units is split between studio apartments and one-bedroom units and multi-family.
- Stakeholders stated in addition to the rising costs of building materials, the City's infrastructure requirements are extremely prohibitive.
- Indie Dwell, a nonprofit housing provider that converts shipping container into housing units, was proposed as a possibility to increase housing stock and make use of undevelopable lots. The Planning Department is working with them, but they currently do not meet the required number of design standards.
- Another program proposed by stakeholders was CHFA First Look, which provides the City with the opportunity to sell foreclosed properties to local nonprofit rather than conveying them back to HUD. This type of program helps nonprofits such as Habitat for Humanity build capacity.

Subsidized Housing

- While lawful source of income is a protected class by law, landlords are able to find ways around accepting vouchers. There is a need for education and outreach regarding fair housing.
- Stakeholders reported that there is a years-long waiting list for public housing. This is particularly an issue for elderly and disabled residents, who may pass away before finding placement.

Transportation

- There is a need for greater coordination among the City transit system and the regional systems to decrease time spent commuting. Given the current transit routes and connectivity between job centers and areas with affordable housing, it is costly for families with children because the parents/guardians need to pay for childcare not only for the time spent while at work but also during the time spent commuting, which could be a substantial length of time.

Homelessness and Homelessness Prevention

- Adding factors together – age, mental health, criminal background – it becomes harder and harder to find housing, in a situation where there is very little potential housing to begin with.
- Stakeholders are finding that people are lingering in homelessness because it is very difficult to find a transitional bed, particularly among the elderly.

Meeting the Needs of the Homeless

Wednesday, March 17, 2021

10 AM MST/ 12 PM EST

Permanent Supportive Housing, Transitional and Emergency Housing

- Stakeholders reiterated that increasing rents, particularly since COVID, are forcing people out of units and into homelessness.
- The City of Pueblo is not using the rapid re-housing method, though the VA does have rapid re-housing for Veterans. In terms of types of housing available:
 - Rescue Mission is a 100-person capacity homeless shelter for single men and women only;
 - The Right Place offers 35-units of permanent supportive housing;
 - Posada is an 11-unit family shelter, and the City assisted 22 families with TBRA to Posada.
 - YWCA have approximately 5-units dedicated to domestic violence victims;
 - Occasionally hotel vouchers, and 1500 HCV.
- The Rescue Mission is always at capacity, so in inclement weather there is a lack of emergency shelter. Staff stated that there are 2-3 people undergoing cancer treatment and in wheelchairs, and they have a high population of older people and medical issues.
- Also due to COVID, the capacity of temporary warming shelters has been reduced.
- There is a need for additional family shelter units. Families can stay for up to 2 months to allow them time to identify next steps and work through barriers, but due to COVID, families are staying longer if they are close to moving into permanent housing. Posada's Director stated that they consistently must turn away families.
- There is a need for both emergency housing and supportive services persons with challenges and health care needs following discharge from institutions; people are being discharged from hospitals, jail, or detox into homelessness, with needs that are difficult for shelters to address.

Social and Supportive Services

- A suggestion of a program that would be interesting to implement in Pueblo was the Rocky Mountain Service Employment Redevelopment (SER); they are applying for ESG funding to place community partners in schools to provide wrap-around services, including substance abuse providers, showers in schools, housing outside.
- There is a need for both emergency housing and supportive services persons with challenges and health care needs following discharge from institutions; people are being discharged from hospitals, jail, or detox into homelessness, with needs that are difficult for shelters to address.

Zoning and Infrastructure

- Stakeholders also cited the need for public infrastructure, including public water fountains and restrooms, to increase homeless access to clean water and hygiene.
- The City's 'no camping' zoning ordinance does not permit tiny homes as a means of increasing affordable housing units available, due to the issue of temporary vs. permanent structure.
- Local churches predate the zoning code and are zoned residential. Shelters are not permitted in residential areas, preventing faith-based organizations from offering overnight shelter for the homeless.

Education and Outreach

- There is a significant need for education and outreach among landlords to ensure that they are providing each applicant with a list of things that will lead to denial. A better understanding of conditions leading to denial could assist with the application fee barrier in finding affordable housing.

Economic & Community Development

Tuesday, March 23, 2021

2 PM MST/ 4 PM EST

Employment and Job-Readiness Training

- Stakeholders reported that Pueblo has a highly-educated, imported workforce; recruiting and retaining a proficient, professional-grade workforce (i.e., doctors, nurses, etc.) is a challenge due to lack of housing and available amenities, including quality, accessible childcare.

Neighborhood and Infrastructure Improvements/Amenities

- Increasing transit access, extending service routes and/or hours, was identified as a need. The current bus hours do not include evening/night, creating work schedule difficulties for employees reliant on public transit.
- Stakeholders identified Pueblo as a food desert, in need of additional grocery stores.
- Access to amenities, including recreation facilities and parks, could be improved by increasing the walkability of the area through additional sidewalks.
- Stakeholders commented that people are afraid to allow their children to play outside due to the presence of needles and suggested a neighborhood cleanup initiative.
- Broadband infrastructure was cited as an ongoing need throughout the community, particularly in Pueblo West.

Youth Job-Preparedness

- Youth needs include recreation activities, afterschool programs, and future workforce preparation/training and education.
- Programs such as the Boys and Girls Club's Workforce Development Program and Pueblo Community College's Mobile Training Lab address gaps in the City's workforce.

Childcare

- Stakeholders spoke about the need for affordable childcare of all ages, but particularly the 0-5 range.

Equal Housing for All

Wednesday, March 24, 2021

10 AM MST/ 12 PM EST

Challenges faced by Low- and Moderate-Income Renters and Homeowners

- Stakeholders stated that most landlords understand fair housing laws, while many tenants – particularly the most vulnerable – do not know their rights. Tenant education and free clinics would assist with understanding tenant-rights, accessing the legal system, and solving landlord disputes.
- Barriers to finding rental units include soft credit issues (such as not paying utilities), stigma associated with mental health or disability, criminal background, and the fee associated with each application.
- While there is a new law to prevent discrimination based on source of income, stakeholders reported that it seems as though landlords overlook or discriminate against applicants with vouchers.
- Gentrification is occurring all over Pueblo; competition for housing, combined with cash-buyers, make housing even more unaffordable to lower-incomes.

Homelessness and Homelessness Prevention

- Medical respite beds for persons being discharged from hospitals was cited as a high-priority need. There are currently 5 respite beds in Pueblo.
- Due to the barriers of finding rental units listed above, many are discouraged and believe they will not be accepted, so they do not apply. This contributes to extended homelessness.

CoC Resource Identification Committee

Tuesday, March 23, 2021

10 AM MST/ 12 PM EST

Challenges to Affordable Housing

- While the most vulnerable, lowest-income households are experiencing difficulty finding homes in the community and there is a need for medical respite beds, more affordable housing is urgently needed overall. Stakeholders commented to everyone except the extremely wealthy are struggling to find housing, placing an undue burden on those at the lowest levels.
- HUD vouchers do not meet the full cost of renting. Housing that meets HUD's affordability limit and the limits of the vouchers is particularly needed. This is also an issue for rapid rehousing and homeless prevention programs that do not allow the use of funds for units above FMR.
- Zoning requirements impact the development of affordable housing greatly. Updating them with affordability in mind will greatly aid those working in affordable housing. Things that would help:
 - Improve coordination of departments.
 - Improve the process and flow so it is less disjointed.
 - Uniformity is appreciated—but keep developer costs in mind as set standards, e.g., "points" for appearance, etc.
 - Fund the Public Administrator position to assist with probate cases and other functions of the position.
- Create opportunities for developers and others that work in the areas of:
 - Elderly Care—including "aging in place."
 - Respite care—transitional facilities for those with health challenges
- Ensure there is readily available information on how individuals can access the programs that will help them.

Equal Housing for All

- NIMBY attitudes in the community, such as the belief that the homeless population have come from elsewhere to access better services in Pueblo, need to be addressed by reinforcing the positive impacts of affordable housing and shelters.
- Rental application fees are a barrier to both applying for and obtaining housing. Reducing redundancies, such as instituting a single fee for to apply for more than one unit, and lowering excessive fees were to ways to make the process less cost-prohibitive.
- Stakeholders stressed the need to educate landlords on the benefits of affordable programs like vouchers, as well as how certain requirements are prohibitive to lower-income individuals (Example: Tenants must have 3x in income to rent).

Meeting the Needs of the Homeless

- There needs to be more of a safety net process for individuals with health challenges as they are discharged from area hospitals. It is often impossible to find adequate shelter for those that require care.
- Provider capacity is a big issue as well; more caregivers are needed onsite at shelters, as well as an additional 25-40 beds in emergency warming shelters during the winter.
- Area healthcare providers and others need information on transitional services to provide to clients or to advocate for them. For instance, there is 30-day bridge funding for transitional services and those requiring detox through ACF. However, there is also a waitlist for this assistance and so, the sooner people can begin the process, the better.
- Rocky Mountain Service Employment Redevelopment (RMSER) is in discussions with the City zoning and planning departments to transition two facilities/properties (2300 E 10th St, 2717 W St) into community empowerment centers, offering showers, laundry, food, Wi-Fi, bathrooms, job skills and education, and transitional housing.
- Stakeholders also added that skill development is needed to empower the homeless to improve their situations, as well as targeting entire families (versus focusing on children's services only).
- The Community has recently enrolled in the Built for Zero initiative and is beginning to use by-names lists; this will enable providers to capture the interaction in institutional settings and supply data to apply for additional funding.

Economic and Community Development

- Pueblo would be more attractive to developers with the following changes:
 - Zoning to reduce costs and complexity.
 - More mixed-use spaces.
 - Reduce the complexity on items such as rehabs.
 - More access to capital.
- There is a need for improvement to the City transit system in the form of greater coordination, expanded routes and hours, and increasing connectivity to job centers and amenities. Stakeholders advised that improving the transit system will make the community more attractive to developers and improve the work force.

Public Meeting

Thursday, March 25, 2021

1 PM MST/ 3 PM EST

Challenges to Affordable Housing

- Developers become stuck in a cycle where they have gotten approvals from planning and zoning, then hit roadblocks with regional building that require additional costs. Zoning requirements need to be updated with affordable housing in mind, as well as improving coordination between departments (regional building, planning, zoning).
 - The zoning code was drafted in 1968. It's been edited over time, but it still only provides for residential and commercial. This creates an issue of where multifamily housing falls; it tends to be considered as commercial, with appearance requirements of commercial facilities that do not really apply to multifamily.
 - Even if multifamily housing is considered as residential, a qualifying property must have 10 out of 15 elements to qualify. This can be difficult and costly, particularly if you are trying to build affordable housing.
- Lack of a public administrator position has created a bottleneck in the court system, preventing homes from getting through probate. Fund the Public Administrator position to assist with probate cases and other functions would address this issue.
- The City of Pueblo has a landbank, but it does not have the power to clear title; quieting title is a process that can take 6-18 months.

Meeting the Needs of the Homeless

- Medical respite – the need for facility-based respite, as well as shelter beds, wound care, medical beds, and med management (types of care that homeless care workers are not equipped for) - are a high-priority need.
- Higher quality data produced from the recent enrollment in the Built for Zero initiative will be used as a tool to convince hospitals to build affordable housing.

CITY HOUSING & CITIZEN SERVICE
2631 L STREET
PUEBLO, CO 81001-2000

PROOF OF PUBLICATION AFFIDAVIT

THE PUEBLO CHIEFTAIN

STATE OF COLORADO

County of Pueblo

I, Amy Kolcott, do solemnly swear that I am an employee of THE PUEBLO CHIEFTAIN; that the same is a daily newspaper printed in the County of Pueblo, State of Colorado, and has a general circulation therein, that said newspaper has been published continuously and uninterruptedly in said County of Pueblo for a period of ONE (1) year next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States Mail as a second class matter under the provisions of the act of March 3rd, 1937, or any amendment thereof; that I am qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado of which a true copy from said newspaper and was published on the following date:

PUBLISHED: May 02, 2021

In witness whereof I have hereunto set my hand this 2nd day of May, 2021

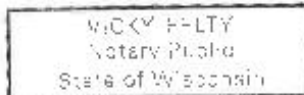
Amy Kolcott
Legal Clerk

Subscribed and sworn to before me, a Notary Public in and for the County of Pueblo, State of Wisconsin

Wicky Felty
Notary Public
979.21

My commission expires

Order Number: 0000253500



Account Number: E1017

NOTICE FOR REVIEW AND COMMENTS

NOTICE OF AVAILABILITY

City of Pueblo, Colorado, is seeking comments on the proposed development project located at the intersection of 10th and 11th Streets, Pueblo, Colorado. The project consists of a new 10-story office building with a total area of approximately 150,000 square feet. The project is located in the downtown area of Pueblo, Colorado, and is adjacent to the existing 10-story office building at the intersection of 10th and 11th Streets. The project is proposed to be developed by the City of Pueblo, Colorado, and is subject to the review and comments of the public. The project is proposed to be developed in accordance with the City of Pueblo, Colorado, Comprehensive Zoning Ordinance, and the City of Pueblo, Colorado, Comprehensive Development Code. The project is proposed to be developed in accordance with the City of Pueblo, Colorado, Comprehensive Zoning Ordinance, and the City of Pueblo, Colorado, Comprehensive Development Code. The project is proposed to be developed in accordance with the City of Pueblo, Colorado, Comprehensive Zoning Ordinance, and the City of Pueblo, Colorado, Comprehensive Development Code.

DRAFT FOR REVIEW AND COMMENTS

NOTICE OF AVAILABILITY

City of Pueblo, CO and Pueblo Consortium
Community Development Block Grant Program and HOME
Consolidated Plan 2021-2024, FY 2021 Annual Plan, CARES Act Funds

In accordance with the Federal Acquisition Regulation at 24 CFR, Part 91, the City of Pueblo has prepared a 2021-2024 Consolidated Plan, the Action Plan (AAP) for FY 2021. These documents are a requirement for direct assistance under certain HUD funding programs including the Community Development Block Grant Program (CDBG) and HOME Secretary Program.

The Consolidated Plan provides the goals and objectives that the City hopes to accomplish using the CDBG and HOME funds over the next five years. The 2021 AAP specifies available resources to meet the five-year goals. The financial resources for City projects are estimated at \$1,471,859 of CDBG funds and \$2,943,719 of HOME funds during the program year which will run March 1, 2021 through February 28, 2022.

Additionally, the City of Pueblo, CO will incorporate into its 2021 AAP supplemental funding available through the Community Development Block Grant (CDBG) program from the U.S. Department of Housing and Urban Development (HUD) via HUD's Reimburse through the Office of Community Planning and Development. The City will receive \$1,394,495 in CDBG-CV by Congress (see Act 7020), and Economic Security (EMSEC) Act funding (\$61,846 in CDBG-CV and \$497,023 in CDBG-CV), the March 27, 2020, CARES Act was signed in support of the growing effects of the economic health crisis. The primary purpose of this funding is to prevent, prevent, fix, and respond to the economic pandemic.

To solicit comments on the Five-Year Consolidated Plan and the 2021 AAP, CARES Act funding, a public hearing is scheduled for June 1, 2021 at 7:00 p.m. in the Community Room at 2001 S. 4th Street, Pueblo, Colorado 81001.

The public hearing will be held in the City of Pueblo, Colorado, at the location of COVID-19 pandemic relief projects of the City, in case of public hearing, or a virtual public hearing, will be held in Zoom (link) to which citizens comments on the Five-Year Consolidated Plan, the 2021 AAP, and the CARES Act funding. The meeting is scheduled to be held on June 1, 2021, at 7:00 p.m. The meeting will be recorded by computer and audio files will be made available on the City's website. The meeting will be held at the Pueblo Civic Center by phone, on June 1, 2021.

For more information, contact:
- JIMMY WOOD (City Manager) 719.246.2500
- JIMMY WOOD (City Manager) 719.246.2500
- JIMMY WOOD (City Manager) 719.246.2500

The City will accept comments from any individual or organization as part of the public hearing. The public hearing will be held on June 1, 2021 at 7:00 p.m. in the Community Room at 2001 S. 4th Street, Pueblo, Colorado 81001.

Copies of the Five-Year Plan, FY 2021 AAP, and the CARES Act funding (as part of the 2021 AAP) are available for public inspection and review from May 1, 2021 to June 1, 2021 on the City of Pueblo's website: www.puebloco.gov. The Plan will be provided in Spanish to persons who request Spanish and Limited English Proficiency.

The City intends to submit the 2021-2024 Consolidated Plan, 2021 AAP, CARES Act funded projects (as part of the 2021 AAP), annual Citizen Participation Plan to the U.S. Department of Housing and Urban Development (HUD) on or before July 2, 2021. It is expected that the City Council will approve the final plan on June 15, 2021. Interested persons are encouraged to express their views on the Consolidated Plan, 2021 AAP, and the CARES Act projects identified in the 2021 AAP via email by sending comments to Bryan G. Richter at brichter@puebloco.gov or by writing to Housing and Urban Services, 2001 S. 4th Street, Pueblo, CO 81001. All comments received by June 14, 2021, will be considered.

DRAFT FOR REVIEW AND COMMENTS

NOTICE OF AVAILABILITY

City of Pueblo, CO and Pueblo Consortium Community Development Block Grant Program and HOME Consolidated Plan 2020-2024, FY 2020 Annual Plan, CARES Act Funds

In accordance with the federal regulations at 24 CFR, Part 91, the City of Pueblo has prepared a 2020-2024 Consolidated Plan, the Action Plan (AAP) for FY 2020. These documents are a requirement for direct assistance under certain HUD funding programs including the Community Development Block Grant Program (CDBG) and HOME Partnership Program.

The Consolidated Plan provides the goals and objectives that the City hopes to accomplish using the CDBG and HOME funds over the next five years. The 2020 AAP specifies available resources to meet the identified needs. The financial resources the City projects an entitlement grant of \$1,473,959 of CDBG funds and \$839,604 in HOME funds during the program year which will run March 1, 2020 through February 28, 2021.

Additionally, the City of Pueblo, CO will incorporate into its 2020 AAP supplemental funding, available through the Community Development Block Grant (CDBG) program, from the U.S. Department of Housing and Urban Development (HUD), which HUD administers through the Office of Community Planning and Development. The City will receive \$1,364,499 in CDBG-CV in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding (\$867,046 in CDBG-CV1 and \$497,453 in CDBG-CV3). On March 27, 2020, the CARES Act was signed to respond to the growing effects of this historic health crisis. The primary purpose of this funding is to prevent, prepare for, and respond to the coronavirus pandemic.

To solicit citizen comments on the Five-Year Consolidated Plan and the 2020 AAP, CARES Act funding, a public hearing on the draft Five Year Plan, the AAP for 2020, and the proposed spending for CARES Act funding is scheduled to be held on June 7, 2021 at 3:00 p.m. in the Community Room at 2631 E. 4th Street, Pueblo, Colorado 81001.

Due to the recommendations of the Center for Disease Control and the declaration of COVID-19 pandemic limiting gatherings of ten (10) or more an public hearing, an additional public hearing will be held on Zoom virtually to solicit citizen comments on the Five-Year Consolidated Housing, the 2020 AAP, and the CARES Act funding. The meeting is scheduled to be held on June 7, 2021 at 5:00 p.m. The hearing can be accessed by computer or smart device via <https://pueblo.zoom.us/j/93880411673> with meeting ID:9388 0411 673 and Passcode: 160656 or by phone by calling:

Dial by location:

+1 346 248 7799 US (Houston)	+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)	+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)	+1 301 715 8592 US (Washington DC)


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

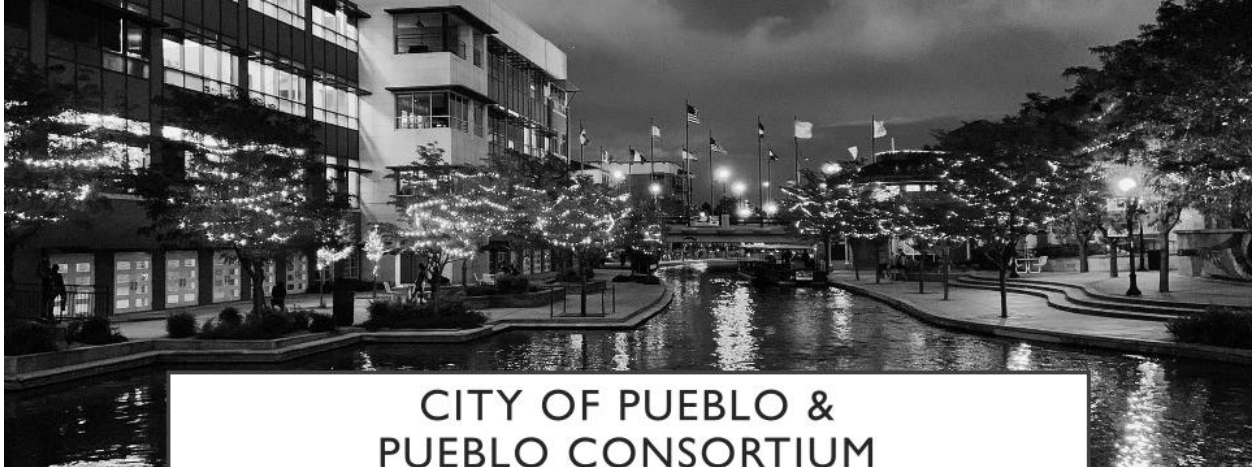
Copies of the Five-Year Plan, FY 2020 AAP, and the CARES Act funding (as part of the 2020 AAP) are available for public inspection and review from May 3, 2021 to June 3, 2021 on the City of Pueblo's website: www.pueblo.us/257/Documents-Forms. The Plan will be provided in alternative formats for persons with special needs and limited English proficiency.

The City intends to submit the 2020-2024 Consolidated Plan, 2020 AAP, CARES Act funded projects (as part of the 2020 AAP), amended Citizen Participation Plan to the U.S. Department of Housing and Urban Development (HUD) on or before July 2, 2021. It is expected that the City Council will approve the annual plan on June 28, 2021. Interested persons are encouraged to express their views on the Consolidated Plan, 2020 AAP, and the CARES Act projects (identified in the 2020 AAP) via email by sending comments to Bryan Gallagher at housing@pueblo.us or in writing to Housing and Citizen Services, 2631 E. 4th Street, Pueblo, CO 81001. All comments received by June 14, 2021 will be considered.

Summary of Comments Received during 30-day Display of 2020-2024 Consolidated Plan, 2020 Annual Action Plan and CDBG-CV Funds.

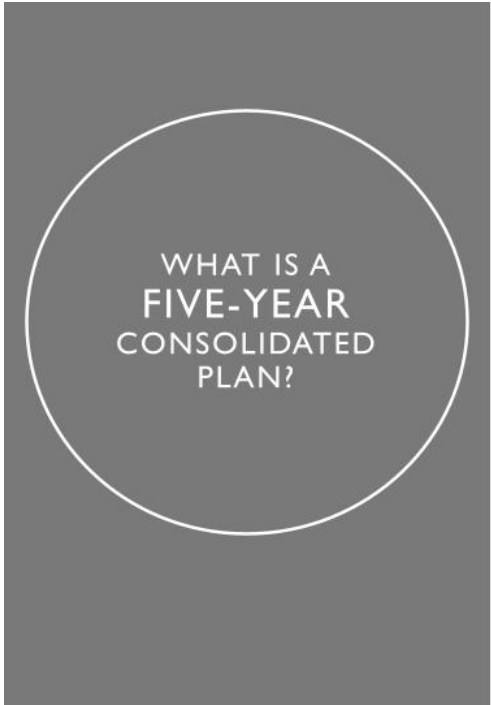
No comments received.

City of Pueblo 2020-2024 Consolidated Plan 2020 Annual Action Plan CDBG-CV COVID Funds Name	Public Hearing June 7, 2021 at 3:00pm Signature	Sign-In Sheet Email / Phone Contact
Brian Callachor		bcallachor@pueblo.us



CITY OF PUEBLO & PUEBLO CONSORTIUM

Public Meetings for:
2020-2024 Consolidated Plan
2020 and 2021 Annual Action Plan
And CDBG-CV



Required for all HUD Funding

Covers the Period: October 1, 2020 thru September 30, 2024

Components:

- Stakeholder Consultation and Citizen Participation
- Housing Needs Assessment
- Housing Market Analysis
- Strategic Plan - Local Priorities
- Annual Action Plan - Proposed Activities for Program Years 2020 and 2021: (October 1, 2021 - September 30, 2021 and October 1, 2021 - September 30, 2022)

BASIC CDBG ELIGIBLE ACTIVITIES



Housing Rehabilitation



Homeownership Assistance



Public Facilities and Improvements



Blight Removal Demolition/Site Preparation



Code Enforcement



Economic Development



Acquisition / Disposition of Real Property



Public Services

CDBG PUBLIC SERVICES

Limited to 15% of CDBG Grant Amount

Employment Training

Crime Prevention

Childcare

Health Care

Drug Abuse Education

Fair Housing Counseling

Energy Conservation

Homebuyer Education

Recreation Programs

MEETING NATIONAL OBJECTIVES

Each activity must meet one of the
THREE NATIONAL OBJECTIVES:



Benefit Low- and
Moderate-Income
Persons
(at least 70% of
grant amount)



Prevent or Eliminate
Blight
(not more than
30% of grant
amount)



Urgent Needs
when health and
welfare are
threatened

DEFINITION OF LOW- AND MODERATE- INCOME IN PUEBLO, CO MSA IN 2020

Household Size	Maximum Income <small>(80% HAMFI for Pueblo, CO MSA)</small>
1 person	\$39,800
2 person	\$45,450
3 person	\$51,150
4 person	\$56,800
5 person	\$61,350
6 person	\$65,900
7 person	\$70,450
8 person	\$75,000

HOME



Housing Rehabilitation



Homeownership Assistance



New Construction of Affordable Housing



Tenant Based Rental Assistance

2020 // 2021* allocations:

- CDBG \$1,473,959 // \$1,482,287
- HOME \$839,604 // \$852,826



*2021 funds will be allocated in a separate 2021 Annual Action Plan

PROJECTS FUNDED IN PROGRAM YEAR 2020 CITY OF PUEBLO AND PUEBLO CONSORTIUM

PUBLIC SERVICES (INCLUDING HOMELESSNESS)

\$160,893 homeless
\$46,372 non-homeless

- Homeless Prevention
- Homeless Supportive Services
- Homeless Youth Outreach Project
- Home Stability Program
- Homeless Shelter
- SRDA Transportation
- Muni Court Boot Camp

PUBLIC FACILITIES AND INFRASTRUCTURE

\$1,156,455

- Citywide ADA Ramps
- Eliers Sidewalks
- Mitchell Park Shelter
- Sidewalk ADA Curb Ramps
- Sidewalk/ADA Curb ramps 400 Block of South Prairie
- West 18th Street Expansion
- Sidewalk/ADA Curb Ramp East 11th St and Juan Madrid

HOUSING REHAB AND NEW CONSTRUCTION

\$900,799

- Emergency Housing Rehab for Seniors
- Owner Occupied Rehab
- Minor Repairs Program
- New Unit Construction
- Tenant-based Rental Assistance (older funds)

PROJECTS FUNDED WITH CDBG-CV FUNDS CITY OF PUEBLO

COVID-19 RELATED PROJECTS

\$1,364,499

- COVID-19 Testing and Vaccination Sites
- Eastside Community Health Center
- Mortgage, Rent and Utility Assistance
- Non-profit Support
- Non-congregate Shelter



PUBLIC COMMENT

NEXT STEPS

- **April-June:** Draft the Consolidated Plan, 2020 Annual Action Plan, 2021 Annual Action Plan and AI
- **June:** Begin 30-Day Public Display/Comment Period
- **June 7:** Second Public Hearing
- **June 14 and 21:** City Council Presentation and Adoption
- **By June 30, 2021:** Submission of Plans to HUD



Bryan Gallagher
Department of Housing and Citizen Services
Director
719-553-2849
bgallagher@pueblo.us

Summary of Comments Received
Public Hearing 2 for 2020-2024 Consolidated Plan and 2020 Annual Action Plan

No Comments received as there were no attendees.



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 - 2 Vives en un área donde el servicio de Internet de Comcast está disponible.
 - 3 No has estado suscrito al servicio de Internet de Comcast en los últimos 90 días.
 - 4 No tienes ninguna deuda pendiente con Comcast de menos de un año de antigüedad.*
- *Los hogares con deudas pendientes aún podrían ser elegibles si son aprobados antes de 31/12/20.

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periodo promocional

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City of Pueblo, CO

2020-2024 Consolidated Plan and 2020 and 2021 Annual Actin Plans

SUMMARY OF ONLINE RESIDENT SURVEY

An online resident survey was conducted as part of the community outreach for the Analysis of Impediments to Fair Housing Choice (AI) and the 2020-2024 Consolidated Plan (CP). The survey was made available February 27, 2021 to April 14, 2021.

The survey was made available in English and Spanish. There were 32 responses received, in English only, though only 25 respondents completed the survey. Participants were asked to rate, on a scale of one to three (with one being Low Priority and 3 being High Priority), several questions related to housing and community development activities.

The top housing activities rated as highest importance were **Rental Assistance** and **Housing for Persons with Disabilities** with weighted average scores of 2.76 and 2.72, respectively.

Top economic development activities were identified as **Job Creation/Retention** (2.76) and **Workforce Development Programs** (2.64).

All respondents rated as a High Priority **Emergency Shelters/Homeless Services/Mental Health Services**. Nearly all respondents rated **Youth Transitioning out of Foster Care** as a High Priority. In general, activities in the special needs and services category were rated as High Priority with few responses reporting Low Priority.

The top rated neighborhood/commercial district revitalization activity was **Sidewalk Improvements**, with a weighted average score of 2.68. Street/Alley Improvements and Demolition of Blighted Structures ranked second and third, respectively.

Among the options for public infrastructure projects, **Transportation** (2.92), **Road Reconstruction** (2.72) and **Sidewalk Reconstruction** (2.68) were the top three identified priorities.

Mental Health Facilities were identified by all respondents as a high priority (score of 3). **Employment Centers** were ranked second most important with a weighted average score of 2.72.

Demographic Information

Demographic questions were optional. Twenty-four (24) respondents answered.

Of the 24 respondents, 29.17% report an annual income of \$60,000 or higher. Sixty-two (62.50%) are Non-Hispanic/Latino and 88% reported their race as Caucasian/White. The majority (56%) do not have a household that includes a person with a disability.

Seventy-five (75%) of respondents identified as female and 52% age 25-44.

ORDINANCE NO. 9950

AN ORDINANCE APPROVING AND ADOPTING THE CITY OF PUEBLO'S FIVE-YEAR 2020-2024 CONSOLIDATED PLAN AND THE 2020 ANNUAL ACTION PLAN, WHICH ESTABLISH THE NEEDS AND PRIORITIES OF THE CITY AND PROVIDE STRATEGIES TO MEET THOSE NEEDS, AS REQUIRED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND AUTHORIZING THE MAYOR TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Pueblo is a designated entitlement city under the Housing and Community Development Act of 1974; and

WHEREAS, entitlement cities are required to complete a Five-Year Consolidated Plan for consideration of funding approval; and

WHEREAS, the City's Department of Housing and Citizen Services has completed the required plan, outlining the needs and priorities of the City, and the strategies to be undertaken to help address the expressed needs; and

WHEREAS, a copy of the 2020-2024 Five-Year Consolidated Plan, which contains the 2020 Annual Action Plan, was made available to the general public for a 30-day public comment period. All public comments having been incorporated into the Plan; NOW, THEREFORE,

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

SECTION 1.

The City of Pueblo's Five-Year 2020-2024 Consolidated Plan and 2020 Annual Action Plan, copies of which have been previously distributed to members of City Council, and the original having been on file in the City Clerk's Office for public comment, are hereby approved, adopted, and incorporated herein.

SECTION 2.

The City Council hereby finds and determines that the City of Pueblo's 2020 Annual Action Plan listing projects and programs for funding from CDBG and HOME federal funds has been developed so as to give maximum feasible priority to activities which will benefit low- to moderate-income families and/or aid in the prevention or elimination of slums and blight, as required by the U.S. Department of Housing and Urban Development

SECTION 3.

The Mayor is hereby authorized to submit, in the name of the City of Pueblo, the Application (SF-424 and SF424D), the Five-Year 2020-2024 Consolidated Plan, and 2020 Annual Action Plan, together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development for \$1,473,674 in new Community Development Block Grant funds, \$839,604 in new HOME funds, and \$1,364,499 in new Community Development Block Grant CARES Act funds.

SECTION 4.

Community Development Block Grant funds in the amount of \$1,792,425, which includes \$309,795.90 in prior year funding from 2016 and \$8,955.19 in prior year funding from 2017, and HOME funds in the amount of \$947,524.89, which includes \$33,102.89 in recaptured funds from the homebuyer program and \$75,000 in matching funds previously budgeted and appropriated within the 2020 City of Pueblo Annual Budget, and \$1,364,499 in Community Development Block Grant CARES Act funds are hereby budgeted and appropriated for the projects and in the amounts set forth in the 2020 Annual Action Plan, a copy of the recommended projects for said plan herein included as Attachment 1.

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

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Signature Page to Follow

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 24, 2021.

Final adoption of Ordinance by City Council on June 14, 2021.


President of City Council

Action by the Mayor:

- Approved on June 15, 2021.
- Disapproved on _____ based on the following objections:

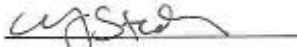

Mayor

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

CDBG-CV Funds (allocated in 2020 AAP)

Uncle Ben's, reveals new name for rice brand

From the Black Lives Matter protests over the killing of George Floyd and other African Americans, maker Oats announced that it would drop 'Jemima' from syrup pancake packages, ending its criticism of the character's origins based on the "mammy," a Black woman content to serve her white masters. Baker said packages of the Aunt Jemima brand will start to appear by the end of the year, although the company has not revealed the logo.

The owner of Askmo Pueblo said it will change name and marketing of nearly century-old white-covered ice cream bar. Beyond food, the Washington franchise dropped 'Kodjinh' name and an head logo amid sure from sponsors including FedEx, Nike,

Pepsi and Bank of America. Geechie Boy Mill, a family-owned operation in South Carolina that makes locally-grown and milled white grits, is also planning a name change. Geechie is a dialect spoken mainly by the descendants of African-American slaves who settled on the Ogeechee river in Georgia, according to Merriam-Webster.com.

"We are in the process of changing our name

and have developed a whole new brand. We look forward to sharing it with the public," said Greg Johnson, owner of Geechie Boy Mill.

Mars had announced in the summer that the Uncle Ben's brand would "evolve."

Since the 1940s, the rice boxes have featured a white-haired Black man, sometimes with a bow tie, an image critics say evokes servitude. Mars has said

the face was originally modeled after a Chicago mailman named Frank Brown. In a short-lived 2007 marketing campaign, the company elevated Uncle Ben to chairman of a rice company.

Dawson said months

of conversations with employees, customer studies and other stakeholders led the company to settle on "Ben's Original." She said the company is still deciding on an image to accompany the new name.

PUBLIC NOTICES

Project: La Vista Village, for Airedale, Long, Fowler
Owner/Builder: La Vista Village, Inc.
140 East Prospect St.
La Vista, Colorado 81055

Plot Size, Date, and Delivery Time: 1.75 acres, 10/1/2020, 11/01/2020, 24" and 18"

For the purpose of this notice, as indicated in the attached, enclosed, final plat, all lots shall be prepared in the time shown above. It is the responsibility of the applicant to provide and defend against the payment of assessments. Please see the attached plat.

Lot owner/contractors will be responsible to obtain utility by the end of the project. The project is located at the intersection of the street and the street.

There will be a mandatory 14-day public hearing period. The hearing will be held on the 14th day of the project. The hearing will be held on the 14th day of the project. The hearing will be held on the 14th day of the project.

If the applicant is the owner of the land, the applicant shall be responsible for obtaining all necessary permits and approvals. The applicant shall be responsible for obtaining all necessary permits and approvals. The applicant shall be responsible for obtaining all necessary permits and approvals.

A 100% Performance Bond and 100% Payment and Warranty Bonds are required by the County. The applicant shall be responsible for obtaining all necessary permits and approvals. The applicant shall be responsible for obtaining all necessary permits and approvals. The applicant shall be responsible for obtaining all necessary permits and approvals.

PUEBLO

Department of Housing and Citizen Services
2021-2022 Community Development Block Grant Funds (CDBG) and HOME Investment Partnership Act Funds (HOME)

Proposiciones de información sobre sus actividades recientes
El Departamento de Vivienda y Servicios al Ciudadano está invitando a los propietarios de negocios y a los propietarios de viviendas a presentar sus solicitudes de información sobre sus actividades recientes. El Departamento de Vivienda y Servicios al Ciudadano está invitando a los propietarios de negocios y a los propietarios de viviendas a presentar sus solicitudes de información sobre sus actividades recientes.

El Comité de Asesoría Ciudadana está invitando a los propietarios de negocios y a los propietarios de viviendas a presentar sus solicitudes de información sobre sus actividades recientes. El Comité de Asesoría Ciudadana está invitando a los propietarios de negocios y a los propietarios de viviendas a presentar sus solicitudes de información sobre sus actividades recientes.

Los interesados en la ciudad pueden obtener más información sobre el proceso de solicitud de información sobre sus actividades recientes. Los interesados en la ciudad pueden obtener más información sobre el proceso de solicitud de información sobre sus actividades recientes.

3 de octubre de 2020, jueves de 8:00 a.m. a 5:00 p.m.
1. Dirección: 140 East Prospect St., Pueblo, Colorado 81001

PUBLIC NOTICES

City of PUEBLO

Department of Housing and Citizen Services
2021-2022 Community Development Block Grant Funds (CDBG) and HOME Investment Partnership Act Funds (HOME)

Provide Input on Your Neighborhood Needs
The Department of Housing and Citizen Services will hold public hearings to receive comments on the proposed housing and community development projects of the City of Pueblo for the 2021-2022 HUD Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) funding cycle.

The Citizen Advisory Committee will also receive comments on projects and programs submitted by funding through the CDBG program. Copies of the proposals are available for review by contacting the Department of Housing and Citizen Services by email at housing@ci.pueblo.co or at 719-253-2850.

City residents can attend in person by appointment only due to limited gathering capacity. Others wishing to view meeting or make public comment are encouraged to do so via Zoom. Please contact our office 48 hours prior to the meeting for instructions.

October 8, 2020 from 8:00-11:00 am
City Council Chambers, City Hall
1 City Hall Plaza, 3rd Floor
Pueblo, CO 81001

For more information or to schedule a meeting, please contact the Department of Housing and Citizen Services at 719-253-2850 or housing@ci.pueblo.co.

City of PUEBLO

Department of Housing and Citizen Services
Public Notice to Amend the 2018 Annual Action Plan
Affecting Community Development Block Grant Funds (CDBG), Community Development Block Grant COVID Funds (CDBG-CO), and Community Development Block Grant COVID Funds (CDBG-CO)

Provide Input on the Communities COVID Response Needs utilizing CDBG-CO and CDBG-CO's Grant Funds
The Department of Housing and Citizen Services will hold public hearings to receive comments on the housing and community development needs of the City of Pueblo in response to COVID-19. The proposed amendments to the 2018 HUD Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) funding cycle.

The Citizen Advisory Committee will also receive comments on projects and programs submitted by funding through the CDBG program. Copies of the proposals are available for review by contacting the Department of Housing and Citizen Services by email at housing@ci.pueblo.co or at 719-253-2850.

City residents can attend in person by appointment only due to limited gathering capacity. Others wishing to view meeting or make public comment are encouraged to do so via Zoom. Please contact our office 48 hours prior to the meeting for instructions.

October 5, 2020 from 8:00-11:00 am
City Council Chambers, City Hall
1 City Hall Plaza, 3rd Floor
Pueblo, CO 81001

For more information or to schedule a meeting, please contact the Department of Housing and Citizen Services at 719-253-2850 or housing@ci.pueblo.co.

NOTICES

LO

Asesoría Ciudadana (CDBG), la Comisión Comunitaria (CDBG-CO) y el Comité de Asesoría Ciudadana (CDBG-CO) están solicitando información sobre las necesidades COVID de las ciudades CDBG-CO y CDBG-CO.

Los interesados en la ciudad pueden obtener más información sobre el proceso de solicitud de información sobre sus actividades recientes. Los interesados en la ciudad pueden obtener más información sobre el proceso de solicitud de información sobre sus actividades recientes.

El Comité de Asesoría Ciudadana está invitando a los propietarios de negocios y a los propietarios de viviendas a presentar sus solicitudes de información sobre sus actividades recientes. El Comité de Asesoría Ciudadana está invitando a los propietarios de negocios y a los propietarios de viviendas a presentar sus solicitudes de información sobre sus actividades recientes.

Los interesados en la ciudad pueden obtener más información sobre el proceso de solicitud de información sobre sus actividades recientes. Los interesados en la ciudad pueden obtener más información sobre el proceso de solicitud de información sobre sus actividades recientes.

3 de octubre de 2020, jueves de 8:00 a.m. a 5:00 p.m.
1. Dirección: 140 East Prospect St., Pueblo, Colorado 81001

Uncle Ben's Drops Uncle Ben's, To Evolve Into 'Ben's Original'

By Alexandra Olson
The Associated Press

NEW YORK — The Uncle Ben's rice brand is getting a new name: Ben's Original.

Parent firm Mars Inc. unveiled the change Wednesday for the 70-year-old brand, the latest company to drop a logo criticized as a racial stereotype. Packaging with the new name will hit stores next year.

"We listened to our associates and our customers and the time is right to make meaningful changes across society," said Fiona Dawson, global president for Mars Food, pet, nutrition and global customers. "When you are making these changes, you aren't going to please everyone. But it's about doing the right thing, not the easy thing."

Several companies have relied racial imagery from their branding in recent months, a ripple

effect from the Black Lives Matters protests over the police killing of George Floyd and other African Americans.

Quaker Oats announced in June that it would drop Aunt Jemima from syrup and pancake packages, responding to criticism that the character's origins were based the "maternity," a black woman content to serve her white masters. Quaker said packages without the Aunt Jemima image will start to appear in stores by the end of the year, although the company has not revealed the new logo.

The owner of Eskimo Pie has also said it will change its name and marketing of the nearly century-old chocolate-covered ice cream bar. Beyond food brands, the Washington NFL franchise dropped the "Redskins" name and Indian head logo amid pressure from sponsors including FedEx, Nike,

Pepsi and Bank of America.

Geochie Boy Mill, a family-owned operation in South Carolina that makes locally-grown and milled white grits, is also planning a name change. Geochie is a dialect spoken mainly by the descendants of African-American slaves who settled in the Ogeechee river in Georgia, according to Merriam-Webster.com.

"We are in the process of changing our name

and have developed a whole new brand. We look forward to sharing it with the public," said Greg Johnson, owner of Geochie Boy Mill.

Mars had announced in the summer that the Uncle Ben's brand would "evolve."

Since the 1940s, the rice boxes have featured a white-haired Black man, sometimes with a bow tie, an image critics say evokes servitude. Mars has said

The face was modeled after a Creole maître d' named Brown. In a slow 2007 marketing campaign, the company told Uncle Ben to start a rice company.

Dawson said

PUBLIC NOTICES

Project: La Vía Verde (The Arroyo) - exp. 04/21
 Owner/Title: La Vía Verde, Inc.
 1350 E. Franklin St.
 • Mesa, Colorado 80405

Old Cue Dale and Delivery (1999) - Expires 11, 2020 12:00 to 4:00 PM local time
 (a) [E] source of the bid is to be made available to the Owner's address. If and the actual bid shall be presented in the form set forth above. Late received bids will be discarded without opening or return of the bid. Bid opening will be held at the address above.

Contract Documents will be distributed after 10:00 AM on the date of the bid opening. Contact: T. Hildebrandt @ 303.233.0000 or email: thildebrandt@lvsd.com

This will be a Mandatory Prebid Meeting on October 1, 2020 at 1:00 PM at the project site. All prospective Bidders must attend. Requests for prior approval of substitutions for "equal" materials, products, or equipment must be submitted at least 10 days prior to the bid date.

Old Security (if the form of a newly used created by a third party company will be used) 10% increase. - Bids will be 1% amount of the bid. Bids will be opened on the date of the bid opening. Bids will be opened on the date of the bid opening. Bids will be opened on the date of the bid opening. Bids will be opened on the date of the bid opening.

1. 50% Performance Bond and 100% Payment and Materials Bond available by cash or surety. - Bids will be 1% amount of the bid. Bids will be opened on the date of the bid opening. Bids will be opened on the date of the bid opening. Bids will be opened on the date of the bid opening.

PUBLIC NOTICES



Departamento de Vivienda y Servicios al Ciudadano
 Fondo de Fomento de Inversión (FFMI) - (HDFMI)
 Fondo de Fomento de Inversión (FFMI) - (HDFMI)

Proporcione información sobre las necesidades de respuesta COVID de las comunidades utilizando los fondos de subvenciones CDBG-CV y CDBG-CP.

El Departamento de Vivienda y Servicios al Ciudadano está buscando información pública para recibir comentarios sobre un proyecto de desarrollo y desarrollo comunitario de la Ciudad de Pueblo para el fondo de inversión 2021-2022. El Fondo Comunitario de Desarrollo de Bloques (CDBG) y el Fondo de Inversión de Bloques (FFMI) - (HDFMI).

El Fondo de Inversión de Bloques (FFMI) - (HDFMI) es un programa de inversión y desarrollo comunitario que ayuda a mejorar la calidad de vida de los residentes de la ciudad. El Fondo de Inversión de Bloques (FFMI) - (HDFMI) es un programa de inversión y desarrollo comunitario que ayuda a mejorar la calidad de vida de los residentes de la ciudad.

Los residentes de la ciudad pueden obtener información más precisa sobre el Fondo de Inversión de Bloques (FFMI) - (HDFMI) en la oficina de Vivienda y Servicios al Ciudadano. Para obtener más información, visite nuestra oficina de Vivienda y Servicios al Ciudadano en el edificio de la ciudad.

800-441-2000 ext. 1000
 719-545-2000 ext. 1000
 1 Plaza del Ayuntamiento, Pueblo, CO 81001

Para más información, visite nuestro sitio web en www.pueblo.gov o llame al 800-441-2000 ext. 1000.



Departamento de Vivienda y Servicios al Ciudadano
 Fondo de Fomento de Inversión (FFMI) - (HDFMI)
 Fondo de Fomento de Inversión (FFMI) - (HDFMI)

Proporcione información sobre sus necesidades vecinales

El Departamento de Vivienda y Servicios al Ciudadano está buscando información pública para recibir comentarios sobre un proyecto de desarrollo y desarrollo comunitario de la Ciudad de Pueblo para el fondo de inversión 2021-2022. El Fondo Comunitario de Desarrollo de Bloques (CDBG) y el Fondo de Inversión de Bloques (FFMI) - (HDFMI).

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PUBL

Departamento de Vivienda y Servicios al Ciudadano

Proporcione información sobre sus necesidades vecinales

The Department of Housing and Community Development is seeking public input on the proposed development of the City of Pueblo for the 2021-2022 CDBG and FFMI (HDFMI) funds.

The Citizens Advisory Committee (CAC) is a group of residents who provide input on city issues. The CAC is currently reviewing the proposed development of the City of Pueblo for the 2021-2022 CDBG and FFMI (HDFMI) funds.

City residents can share their input on the proposed development of the City of Pueblo for the 2021-2022 CDBG and FFMI (HDFMI) funds.

For more information, visit our website at www.pueblo.gov or call 800-441-2000 ext. 1000.

800-441-2000 ext. 1000
 719-545-2000 ext. 1000
 1 Plaza del Ayuntamiento, Pueblo, CO 81001

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800-441-2000 ext. 1000
 719-545-2000 ext. 1000
 1 Plaza del Ayuntamiento, Pueblo, CO 81001

Mars drops Uncle Ben's, reveals new name for rice brand

By Alexandra Olson
The Pueblo Citizen Staff

NEW YORK — The Uncle Ben's rice brand is being discontinued by Mars, Inc. The company has revealed a new name for the rice brand, which will be unveiled in the coming weeks.

Mars, Inc. announced the discontinuation of the Uncle Ben's brand on Tuesday. The company said it is introducing a new rice brand, which will be unveiled in the coming weeks. The new brand is expected to be a more inclusive and culturally sensitive name.

The Uncle Ben's brand, which was created in 1949, has been a staple in many households. However, the name has been criticized for being insensitive to African American people. The name "Uncle Ben" is a derogatory term used to refer to African American men.

Mars, Inc. said it is introducing a new rice brand, which will be unveiled in the coming weeks. The new brand is expected to be a more inclusive and culturally sensitive name. The company said it is committed to diversity and inclusion, and the new name reflects this commitment.

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PUBLIC NOTICES

PUEBLO
Department of Planning and Economic Development

Public Notice: The City of Pueblo is seeking proposals for the design and construction of a new public building. The project is located at the intersection of 10th and Main Streets. The estimated cost of the project is \$10 million. The deadline for proposals is October 15, 2020.

Interested parties should contact the City of Pueblo, Department of Planning and Economic Development, at (719) 542-1234 for more information.

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DRAFT FOR REVIEW AND COMMENTS

NOTICE OF AVAILABILITY

City of Pueblo, CO and Pueblo Consortium

Community Development Block Grant Program and HOME

Consolidated Plan 2021-2024, FY 2021 Annual Plan, CARES Act Funds

In accordance with the Federal Acquisition Regulation at 24 CFR, Part 91, the City of Pueblo has prepared a 2021-2024 Consolidated Plan, the Action Plan (AAP) for FY 2021. These documents are a requirement for direct assistance under certain HUD funding programs including the Community Development Block Grant Program (CDBG) and HOME Investment Partnerships Program.

The Consolidated Plan provides the goals and objectives that the City hopes to accomplish using the CDBG and HOME funds over the next five years. The 2021 AAP specifies available resources to meet the five-year goals. The financial resources for City projects are estimated at \$1,471,859 of CDBG funds and \$2,046,100 of HOME funds for the program year which will run March 1, 2021 through February 28, 2022.

Additionally, the City of Pueblo, CO will incorporate into its 2021 AAP supplemental funding available through the Community Development Block Grant (CDBG) program from the U.S. Department of Housing and Urban Development (HUD) via HUD's Reimbursement through the Office of Community Planning and Development. The City will receive \$1,394,495 in CDBG-CV by Community Choice Outlets (CBOs), and Economic Security (EMSEC) Act funding (\$65,846 in CDBG-CV and \$497,023 in EMSEC-CV), the March 27, 2020 CARES Act was signed in response to the growing effects of the global health crisis. The primary purpose of the funding is to prevent, prepare for, and respond to the economic pandemic.

To solicit written comments on the Five-Year Consolidated Plan and the 2021 AAP, CARES Act funding, a public hearing will be held. The Five-Year Plan for 2021 and the proposed funding for CARES Act funding is scheduled to be held on June 1, 2021 at 7:00 p.m. in the Community Room at 2001 S. 4th Street, Pueblo, Colorado 81001.

The public hearing will be held in the City of Pueblo, Colorado, at the location of COVID-19 pandemic relief projects of the City of Pueblo, in accordance with public health, safety, and social distancing guidelines. The hearing will be held in Zoom (link) to which citizens can access on the Five-Year Consolidated Hearing for 2021 AAP and the CARES Act funding. The meeting is scheduled to be held on June 1, 2021 at 7:00 p.m. The hearing will be recorded by computer and stored in the City's information system. If you have any questions regarding the hearing, please contact the City of Pueblo at 719-545-1111.

For more information, please contact:

Jill M. Smith, Director	719-545-1111
Jill M. Smith, Director	719-545-1111
Jill M. Smith, Director	719-545-1111

The City will accept comments from May 21 to June 1, 2021. Comments should be submitted to the City of Pueblo, Colorado, at the location of COVID-19 pandemic relief projects of the City of Pueblo, in accordance with public health, safety, and social distancing guidelines. Comments should be submitted to the City of Pueblo, Colorado, at the location of COVID-19 pandemic relief projects of the City of Pueblo, in accordance with public health, safety, and social distancing guidelines.

Copies of the Five-Year Plan, FY 2021 AAP, and the CARES Act funding (as part of the 2021 AAP) are available for public inspection and review from May 1, 2021 to June 1, 2021 on the City of Pueblo's website: www.puebloco.gov. The Plan will be provided in Spanish to persons who request it and in English to persons who request it.

The City intends to submit the 2021-2024 Consolidated Plan, 2021 AAP, CARES Act funded projects (as part of the 2021 AAP), annual Citizen Participation Plan to the U.S. Department of Housing and Urban Development (HUD) on or before July 2, 2021. It is expected that the City Council will approve the final plan on June 15, 2021. Interested persons are encouraged to express their views on the Consolidated Plan, 2021 AAP, and the CARES Act projects identified in the 2021 AAP via email by sending comments to: CityofPueblo@puebloco.gov or by writing to Housing and Urban Services, 2001 S. 4th Street, Pueblo, CO 81001. All comments received by June 14, 2021, will be considered.

DRAFT FOR REVIEW AND COMMENTS

NOTICE OF AVAILABILITY

City of Pueblo, CO and Pueblo Consortium Community Development Block Grant Program and HOME Consolidated Plan 2020-2024, FY 2020 Annual Plan, CARES Act Funds

In accordance with the federal regulations at 24 CFR, Part 91, the City of Pueblo has prepared a 2020-2024 Consolidated Plan, the Action Plan (AAP) for FY 2020. These documents are a requirement for direct assistance under certain HUD funding programs including the Community Development Block Grant Program (CDBG) and HOME Partnership Program.

The Consolidated Plan provides the goals and objectives that the City hopes to accomplish using the CDBG and HOME funds over the next five years. The 2020 AAP specifies available resources to meet the identified needs. The financial resources the City projects an entitlement grant of \$1,473,959 of CDBG funds and \$839,604 in HOME funds during the program year which will run March 1, 2020 through February 28, 2021.

Additionally, the City of Pueblo, CO will incorporate into its 2020 AAP supplemental funding, available through the Community Development Block Grant (CDBG) program, from the U.S. Department of Housing and Urban Development (HUD), which HUD administers through the Office of Community Planning and Development. The City will receive \$1,364,499 in CDBG-CV in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding (\$867,046 in CDBG-CV1 and \$497,453 in CDBG-CV3). On March 27, 2020, the CARES Act was signed to respond to the growing effects of this historic health crisis. The primary purpose of this funding is to prevent, prepare for, and respond to the coronavirus pandemic.

To solicit citizen comments on the Five-Year Consolidated Plan and the 2020 AAP, CARES Act funding, a public hearing on the draft Five Year Plan, the AAP for 2020, and the proposed spending for CARES Act funding is scheduled to be held on June 7, 2021 at 3:00 p.m. in the Community Room at 2631 E. 4th Street, Pueblo, Colorado 81001.

Due to the recommendations of the Center for Disease Control and the declaration of COVID-19 pandemic limiting gatherings of ten (10) or more an public hearing, an additional public hearing will be held on Zoom virtually to solicit citizen comments on the Five-Year Consolidated Housing, the 2020 AAP, and the CARES Act funding. The meeting is scheduled to be held on June 7, 2021 at 5:00 p.m. The hearing can be accessed by computer or smart device via <https://pueblo.zoom.us/j/93880411673> with meeting ID:9388 0411 673 and Passcode: 160656 or by phone by calling:


Dial by location:

+1 346 248 7799 US (Houston)	+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)	+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)	+1 301 715 8592 US (Washington DC)

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

Copies of the Five-Year Plan, FY 2020 AAP, and the CARES Act funding (as part of the 2020 AAP) are available for public inspection and review from May 3, 2021 to June 3, 2021 on the City of Pueblo's website: www.pueblo.us/257/Documents-Forms. The Plan will be provided in alternative formats for persons with special needs and limited English proficiency.

The City intends to submit the 2020-2024 Consolidated Plan, 2020 AAP, CARES Act funded projects (as part of the 2020 AAP), amended Citizen Participation Plan to the U.S. Department of Housing and Urban Development (HUD) on or before July 2, 2021. It is expected that the City Council will approve the annual plan on June 28, 2021. Interested persons are encouraged to express their views on the Consolidated Plan, 2020 AAP, and the CARES Act projects (identified in the 2020 AAP) via email by sending comments to Bryan Gallagher at housing@pueblo.us or in writing to Housing and Citizen Services, 2631 E. 4th Street, Pueblo, CO 81001. All comments received by June 14, 2021 will be considered.

City of Pueblo 2020-2024 Consolidated Plan 2020 Annual Action Plan CDBG-CV COVID Funds Name	Public Hearing June 7, 2021 at 3:00pm Signature	Sign-In Sheet Email / Phone Contact
BEAN Callacher		bcallacher@pueblo.us

Grantee Unique Appendices

Unique Appendix

NA-05 Overview

Needs Assessment Overview

The needs assessment is based on an analysis of housing problems across the City of Pueblo by income level among renters, owners, and households with special needs. Additionally, needs were identified through a public outreach process that included stakeholder consultations, public meetings, an online resident survey, and a review process designed to meaningfully engage citizens.

Data in this section was drawn primarily from HUD's Comprehensive Housing Affordability Strategy (CHAS) data set, which is a special tabulation of 2011-2015 American Community Survey (ACS) data from the Census Bureau. The CHAS data describes housing problems, such as overcrowding or incomplete kitchen and/or plumbing facilities, as well as cost burden, which occurs when a household pays more than 30% of its gross income on housing costs. Severe cost burden occurs when a household pays more than 50% of its gross income on housing costs.

Supplemental data were drawn from the 2015-2019 ACS 5-Year Estimates and other sources to provide additional context when needed.

Summarizing the data throughout this section and input received during stakeholder interviews held in preparing the Five-Year Consolidated Plan, the most significant needs are:

- **Rehabilitation of units occupied by low- and moderate-income households:**
 - Nearly 21% (12,948) of housing units in the City of Pueblo were built prior to 1950, which are presumed to be in need of extensive rehabilitation.
 - Although both owner and rental units likely require rehabilitation from normal wear and tear, the need is greater among renter units; 25% were built prior to 1950, compared to 18% for owner-occupied units. The greater age among rental units is consistent with the finding that renter-occupied units have a higher percentage of units with a substandard condition than owner-occupied units, 49% of renter-occupied versus 26% of owner-occupied units.
 - LMI renter-households with a severe housing cost burden greater than 50% of income tend to be other (non-family) type of households (84%), large related families (77%), or small related families (73%). Nearly 40% of elderly renter-households earning below 30% HAMFI are cost burdened, and over half (52%) of elderly renter-households in this income tier are severely cost burdened.

- Increased access to clean, safe, and affordable housing for both owners and renters:
 - According to 2019 American Community Survey (ACS) data, there are 15,113 single-person households in the City of Pueblo, 7,892 of which (52.2%) are renter households. The median income for a single-person household in 2019 was \$25,685, compared to the City's median income of \$40,450. Given that this is 63.5% of Pueblo's median income, it can reasonably be assumed that there are a significant number of single person households experiencing difficulty finding affordable housing, pointing to a need for additional studio and one-bedroom units.
 - There are 22,560 persons, or 20.9% of the City's population, who identify as having one or more disabilities. Stakeholders identified accessible units with features such as wider doorways, lower countertops, and wheel-in showers, as a community need.
 - The lowest income households also have the highest concentrations of minorities that experience challenges accessing healthcare, housing, and services.
 - The waiting lists for public housing and the Section 8 Voucher Program are between 3 and 5 years. Until a unit or voucher becomes available, households on the waiting list continue to subsist on extremely low incomes in housing conditions that are likely unaffordable, inadequate, or both.
- Permanent supportive housing and family units to stabilize and transition individuals and families out of homelessness:
 - Posada, Inc. operates the only family shelter within the City, offering 11-units. Stakeholders reported that Posada is consistently unable to serve families due to a lack of available units.
- Stakeholders stressed the need for both emergency shelter and supportive services, including medical respite beds, for persons with intensive medical needs following discharge from institutions.
 - Thirteen percent (13%) of the total homeless population counted on the night of the 2019 PIT for the Colorado Balance of State Continuum of Care (BoS CoC) were in the City of Pueblo, a total of 336 homeless persons. According to the 2019 CO BOS PIT data for Pueblo, persons with chronic illness, serious mental illness, and substance abuse problems were disproportionately represented in Pueblo's PIT. Of the persons counted, 86 (25.6%) had a chronic physical illness, 72 (21.4%) were adults with a serious mental illness, and 44 (13.1%) were adults with substance abuse problems.
 - Stakeholders reported that needs of formerly homeless families and individuals include rental application and/or security deposit assistance and financial literacy/credit counseling to decrease housing application denials.
- The greatest needs of households currently living in public housing continue to be stable, decent living conditions and access to opportunity in the form of employment, education, and/or transportation connections to neighborhood amenities.
- Elderly care and programs, and childcare, youth programming, and health services for low-moderate-income households were also identified as significant needs.

NA-10 Housing Needs Assessment - 24 CFR 91.405, 24 CFR 91.205 (a,b,c)

Describe the characteristics and needs of low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

According to the Colorado Coalition for the Homeless (BOC COC) 2019 Point in Time Count, the most common characteristics of individuals and families at imminent risk of residing in shelters or becoming homeless include, but are not limited to:

Characteristics of Individuals/Families at Imminent Risk of Homelessness	City of Pueblo, 2019	
	PIT Count #	%
Chronic Physical Illness/Disability	86	25.6
Serious Mental Illness	72	21.4
Substance Abuse Disorder	44	13.1
PTSD	23	6.8
Developmental Disability	18	5.4
Brain Injury	10	3.0
HIV/AIDS	0	0

Source: Colorado Coalition for the Homeless, 2019 CO BOS CoC PIT Final Draft

NA-30 Disproportionately Greater Need: Discussion - 91.205 (b)(2)

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

For the purposes of this Consolidated Plan, concentration is defined as a census tract where a minority group's population is ten percentage points higher in that census tract than its proportion in the City's population.

The City's population is 51.1% Hispanic. An area of concentration of Hispanic residents will be any Census tract that is at least 61.1% Hispanic. The following census tracts qualify as areas of concentration of Hispanic residents:

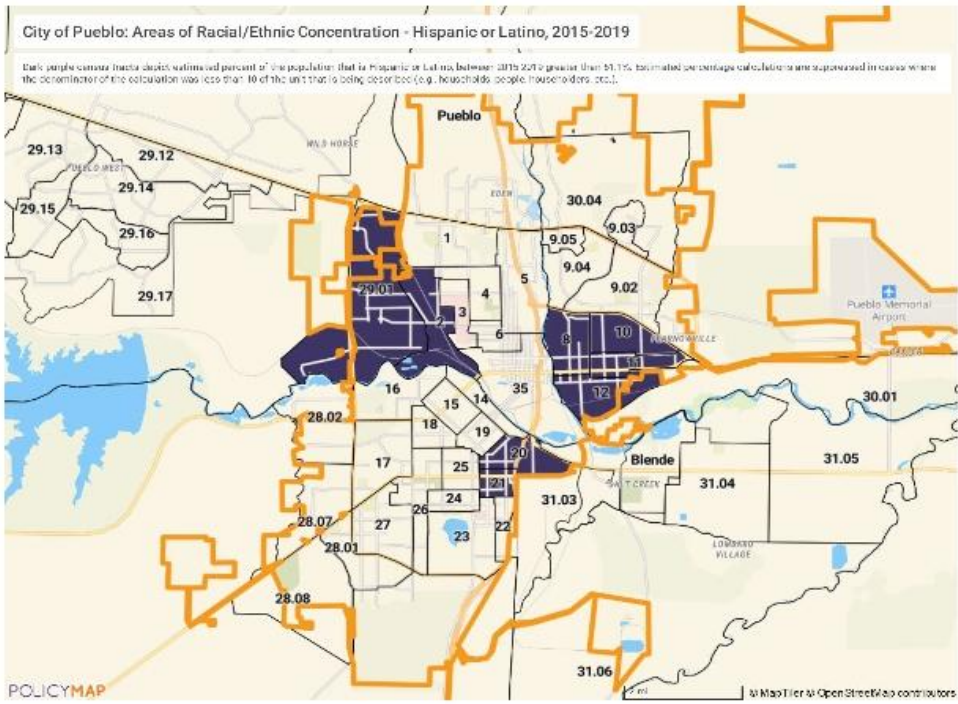
Census Tract	Percent Concentration Hispanic Ethnicity	Census Tract	Percent Concentration Hispanic Ethnicity
Hyde Park / Park West Neighborhood		East Side Neighborhood	
29.01	61.41	8	64.41

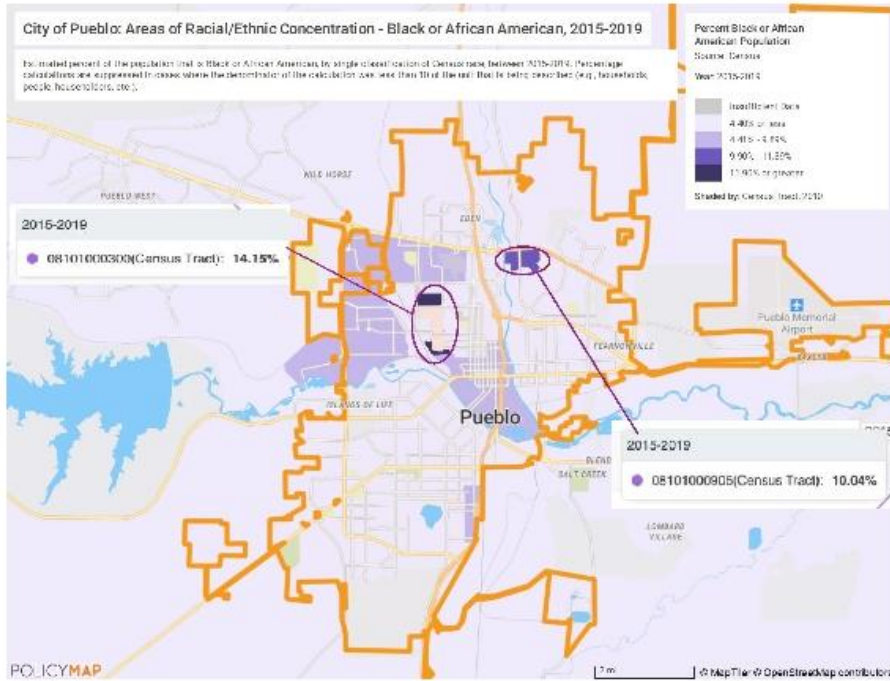
2	67.21	10	61.92
Lower East Side Neighborhood		Bessemer Neighborhood	
11	73.72	20	62.08
12	69.52	21	77.4

Table 1 – Areas of Concentration by Neighborhood, Hispanic Ethnicity

Areas of concentration are identified in Map 1 below; concentrations of Hispanic residents correspond to the Park West, East Side, Lower East Side, and Bessemer Neighborhoods.

Black/African American residents comprise 1.9% of the City's population. An area of concentration of Black/African American residents will be any census tract that is at least 11.9% Black/African American. Areas of concentration (or near concentration) are identified in Map 2 on the following page and correspond Census tracts 9.05 and 3. Census Tract 9.05, corresponding to the Belmont neighborhood within the City of Pueblo, does not yet meet the ten-percentage point threshold, it is noteworthy that the concentration of Black/African American residents is 10.04%. The map indicates a concentration of Black/African American residents in Census Tract 3 (14.15%), though this tract is comprised of entirely institutionalized and incarcerated persons.





Map 2 – Areas of Racial/Ethnic Concentration: Black or African American

NA-35 Public Housing - 91.405, 91.205 (b)

Characteristics of Residents by Housing Program

Housing Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project-Based	Tenant-Based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	-	\$11,060	\$15,822	\$12,643	\$8,417	\$14,200	\$15,313	-
Average Length of Stay	-	3 Years	5.5 Years	5 Years	4 Years	7.3 Years	3.5 Years	-
Average Household Size	-	3	3	3	3	3	2	-
# Homeless at Admission	-	15	41	50	0	47	3	-
# of Elderly Program Participants (>62)	-	2	285	392	7	358	27	-

Housing Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project-Based	Tenant-Based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# of Disabled Families	-	23	772	1156	19	1079	58	-
# of Families requesting accessibility features	-	1	17	9	0	9	0	-
# of HIV/AIDS program participants	-	0	0	0	0	0	0	-
# of DV Victims	-	0	5	46	1	45	0	-

Data City of Pueblo Housing Authority
Source:

Table 2 – Supplemental Characteristics of Public Housing Residents by Program Type

MA-10 Housing Market Analysis: Number of Housing Units - 91.410, 91.210(a)&(b)(2)

According to the National Housing Preservation Database, the following developments expire within the five-year period covered by this Consolidated Plan:

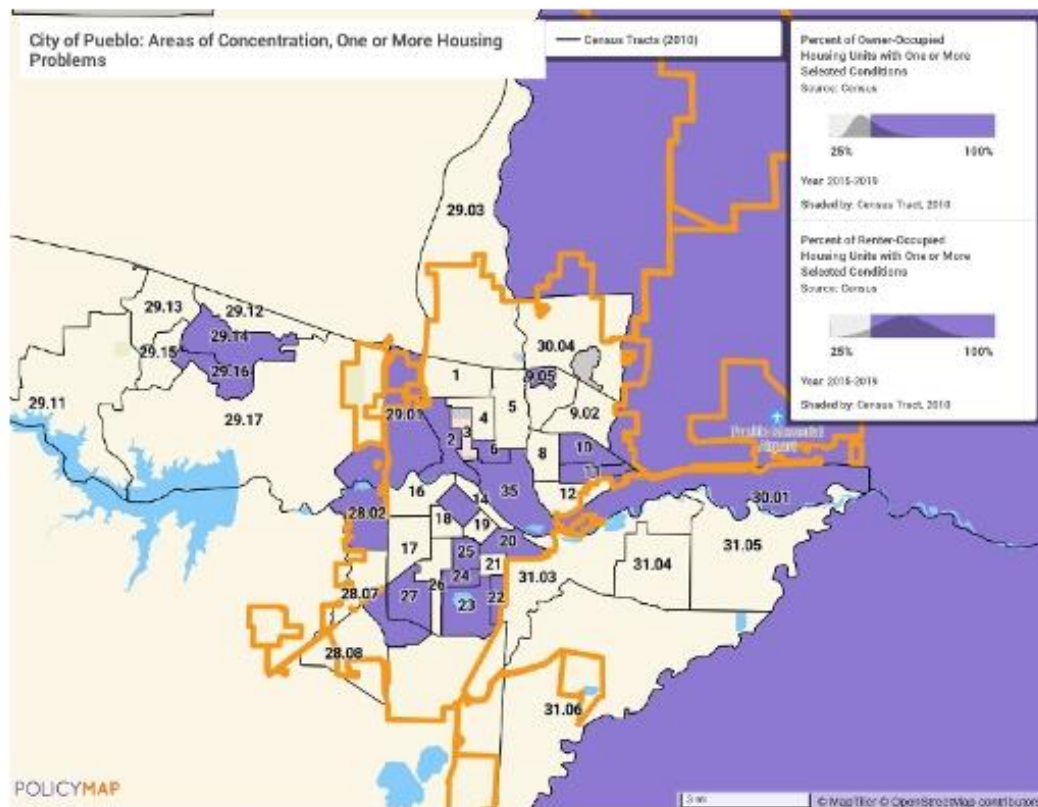
Property Name	Property Address	City	Total Units	Earliest End Date	Owner-Company Type	Target Tenant Type
VILLA ANDREA	109 Idaho Ave	Pueblo	32	2/15/2021	For Profit	Family
MONTEREY APARTMENTS	614 W 13th St	Pueblo	16	4/28/2021	Non-profit	VASH/Transitional
BALTIMORE COURT APARTMENTS	2038 Kachina Dr	Pueblo	16	5/23/2021	Unknown	Unknown
AZTECA APARTMENTS	705 Hunter Dr	Pueblo	202	10/31/2021	Profit Motivated	Elderly
HEALTH SOLUTIONS	621 W 10th St	Pueblo	9	12/14/2021	Non-Profit	Disabled
2005 CARLEE DRIVE	2005 Carlee Dr	Pueblo	2	1/1/2022	Unknown	Unknown
BALTIMORE APARTMENTS	3600 BALTIMORE AVE	PUEBLO	28	1/23/2022	Non-Profit	Unknown
MORNING GLORY APARTMENTS	724 E 5th St	Pueblo	4	3/28/2022	Non-profit	Unknown
HILLVILLE HEIGHTS I	1418 Anita St	Pueblo	8	1/1/2023	For Profit	Unknown
H2HOMQ2012/COLO BLUESKY/INFRASTR	1105 Fearnow Ave	Pueblo	4	5/28/2024	Non-profit	Unknown
BALTIMORE PARK	3500 Baltimore Ave	Pueblo	24	7/7/2024	For Profit	Family
HILLVILLE HEIGHTS III	1411 Anita St	Pueblo	12	1/1/2025	For Profit	Unknown

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The City defines "concentration" as areas where 25% or more of the units in a census tract are in substandard condition. The following data by census tract is based on housing quality indicators (selected conditions). Selected conditions include the following: (1) the lack of complete plumbing facilities, (2) the lack of complete kitchen facilities, (3) more than one person per room, and (4) cost burden greater than 30%.

The map below indicates areas where overlap occurs, corresponding to concentrations greater than 25% of owner- and renter- occupied units that experience one or more of these conditions. Overlap of housing problem concentrations occur primarily in portions of the Park West, Hyde Park, Downtown, Highland Park/Beulah Heights, and Lakeview/Lake Minnequa/Bessemer neighborhoods.



Map 3 – Areas of Concentration: One or More Housing Problems

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

For the purposes of this Consolidated Plan, concentration is defined as a census tract where a minority group's population is ten percentage points higher in that census tract than its proportion in the City's population.

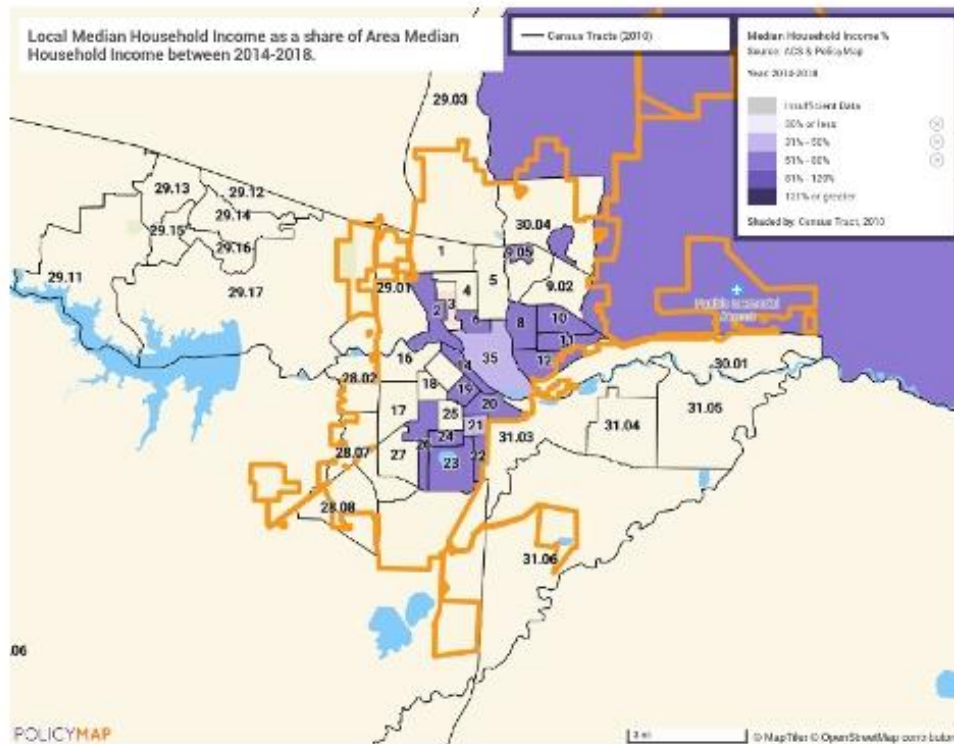
The City's population is 51.1% Hispanic. An area of concentration of Hispanic residents will be any Census tract that is at least 61.1% Hispanic. As shown in Table 61, census tracts corresponding to the Park West, East Side, Lower East Side, and Bessemer Neighborhoods qualify as areas of concentration of Hispanic residents. As highlighted in Table 61, five of the eight census tracts with Hispanic concentrations correspond to census tracts in which one or more housing problems are concentrated.

Census Tract	Percent Concentration Hispanic Ethnicity	Concentration of One or More Housing Problems?
Hyde Park / Park West Neighborhood		
29.01	61.41	Yes
2	67.21	Yes
East Side Neighborhood		
8	64.41	No
10	61.92	Yes
Lower East Side Neighborhood		
11	73.72	Yes
12	69.52	No
Bessemer Neighborhood		
20	62.08	Yes
21	77.4	No

Table 3 – Areas of Concentration by Neighborhood, Hispanic Ethnicity, and Housing Problems

Black/African American residents comprise 1.9% of the City's population. An area of concentration of Black/African American residents will be any census tract that is at least 11.9% Black/African American. Census Tract 3 has a 14.15% concentration of Black/African American residents, though this percentage is based on only a small subset of the entire tract; the majority of this census tract is occupied by the State Hospital. Census Tract 3 does not meet the threshold or 25% or more units with one or housing problems. While Census Tract 9.05, corresponding to the Belmont neighborhood within the City of Pueblo, does not yet meet the ten-percentage point threshold for racial concentration, it is noteworthy that the concentration of Black/African American residents is 10.04%. Census Tract 9.05 is also an area of concentration of one or more housing problems.

Per Map 4, low-income areas are those in which local median household income is less than or equal to 50% of area median income; census tracts 21 and 35, corresponding to the Bessemer and Downtown/Grove neighborhoods respectively, qualify as low-income areas of concentration. Moderate income areas are those in which local median household income is less than or equal to 80% of area median income, corresponding to the areas of Skyview/Hyde Park, Northside, Mesa Junction/Bessemer, and Lakeview/Lake Minnequa/Bessemer.



Map 4 – Areas of Concentration: Low and Moderate-Income Residents.

As shown in Table 62, concentrations of all three characteristics - race or ethnicity, housing units with one or more housing problems, and low- and moderate-income residents- occur in census tracts corresponding to the following City of Pueblo neighborhoods: Park West, East Side, Lower East Side, and Bessemer. The Downtown area does not yet meet the threshold for racial/ethnic concentration; however it is an area of concentration for one or more housing problems and low- to moderate-income residents.

Census Tract	Ethnic or Racial Concentration	> 25% of units with One or More Housing Problems?	Low- to Moderate-Income Concentrations?
Hyde Park / Park West Neighborhood			
29.01	61.41% Hispanic	Yes	No
2	67.21% Hispanic	Yes	Yes
East Side Neighborhood			
8	64.41% Hispanic	No	Yes
10	61.92% Hispanic	Yes	Yes
Lower East Side Neighborhood			
11	73.72% Hispanic	Yes	Yes
12	69.52% Hispanic	No	Yes
Bessemer Neighborhood			
20	62.08% Hispanic	Yes	Yes
21	77.4% Hispanic	No	No
State Hospital			
3	14.15% Black/African Am.	No	No
Belmont			
9.05	10.04%*	Yes	Yes

	Black/African Am.		
*Notable finding; However Census Tract does not meet threshold for area of racial concentration.			

Table 4 – Areas of Concentration by Neighborhood, Race/Ethnicity, Housing Problems, LMI

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Department of Housing and Citizen Services is responsible for ensuring that the recipients of federal funds meet the purposes of the appropriate legislation and regulations, and that funds are disbursed in a timely manner.

As a recipient of federal CDBG funds, the City of Pueblo is responsible for managing the day-to-day operations of all CDBG funded activities and ensuring that CDBG funds are used within all applicable requirements. Monitoring is the primary tool to ensure that this happens.

The three primary goals of monitoring are:

- **Ensure production and accountability.**
- **Ensure compliance with CDBG and other federal requirements.**
- **Evaluate organizational and project performance.**

At the end of every grant year, an outside agency completes an audit of the City's financial system. As part of the auditing process, a "single audit" is completed per 2 CFR 200 for the federal funds that the City received during the previous fiscal year.

Any outside agency that receives funds through a subrecipient agreement will also be subject to periodic monitoring. Each social service agency must submit periodic progress reports along with their reimbursement request for a desktop review before any disbursement will occur. Department of Housing and Citizen Services staff also conducts an on-site monitoring visit to all social service agencies receiving CDBG funding.

The Department uses a risk-based model to determine which agencies may require technical service assistance. Grantees may request TA at any time, but for new grantees or grantees with a higher level of risk based on staff turnover or type of services provided, the TA will occur after the agency submits their first progress report and before any reimbursement of funds are made.

CDBG MONITORING PROCESS FOR THE CITY OF PUEBLO HOUSING & CITIZEN SERVICES DEPARTMENT FOR SUBRECIPIENTS

1. **Completed projects are selected for on-site monitoring.**

2. A schedule is prepared of dates and times when housing staff is available to monitor.
3. A letter is written to each CDBG subrecipient that the Housing Department intends to monitor.
4. The monitoring visit takes place at the subrecipient's center of operations where we check for building ADA accessibility. Those in attendance are the accountant/bookkeeper, the person tracking the demographics, sometimes the agency director and housing staff members. The monitoring session begins with addressing all areas in the monitoring tool. (If the monitoring tool was filled out at a previous monitoring visit, the tool is just updated. However, if it is the first time we monitor an agency, each area in the monitoring tool is addressed.)
5. Upon the completion of the monitoring tool, housing staff asks for client files, bank statements, organizational charts, financial statements (balance sheet, income statement, inventory), chart of accounts, audit, loan portfolios, job descriptions, current CDBG fund balance, vendor solicitation lists, EEO manual, written procurement manual. Housing staff inquires about office procedures, file organization and if there are CDBG purchased assets, a confirmation of inventory. (Anything to give insight on the agency's day-to-day operations.)
6. Housing staff reviews the requested documents preferably without the presence of the agency's staff.
7. Housing staff conducts an exit conference as a brief summary on the agency's administrative, financial and record keeping weaknesses and strengths. The monitoring visit is then ended.
8. At the Housing office, a review/study is made of the monitoring tool and agency documents to determine concerns and findings. Within sixty days (60), a letter is written to the agency regarding our concerns/findings and a date is set forth in the letter for corrective action. Grantees shall be given thirty days to respond to the monitoring letter. The Grantee's response should provide a timeline describing how the required actions shall be completed
9. The monitored agency then responds on how they will resolve the set forth concerns and/or findings within a time not to exceed ninety days. The Department reviews their method of compliance and when approved, a follow-up letter is sent by our Department thanking the agency for their cooperation and that we have closed out the CDBG project.

Monitoring forms from the HUD Community Planning and Development Monitoring Handbook – 6509.2 Rev-6 are used. The forms, and any updates can be found here:

<https://www.hudexchange.info/resource/290/hud-community-planning-and-development-monitoring-handbook-65092-rev6/>

Appendix

CD2009 – City Wide ADA Curb Ramp Improvements – Install ADA compliant accessible curb ramps at street intersections and crosswalks throughout the City of Pueblo. The project will entail replacement of existing curb and gutter, 7" concrete cross pans, 4" asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. Project may include the relocation of existing street lighting, signal lights, associated electrical boxes and wiring. Relocation of adjacent utilities may be required to complete the proposed project. This is a multi-year activity that is anticipated to use \$400,000 of CDBG funds.

City of Pueblo		
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Project CD2009 - Proposed ADA Curb Ramps			
No.	Street Intersection	Corners	
7	8 th St. and LaCrosse Ave	NE, NW, SE, SW	CT8 BLK 2; CT11 BLK 3 – 1405 LMI People/ 1740 Total People between both block groups (82% LM & 70% LM, respectively)
8	22 nd and Coronado Rd.	NE, NW, SE, SW	CT2 BLK 4
9	23 rd and Coronado Rd.	NE, NW, SE, SW	655 LMI People/1320 Total People in BLK GRP – Not a LM BLK (49.62%) GRP...Citizen Requested – eligible meeting ADA
10	23 rd and DeSoto Rd.	NE, NW	
11	23 rd and Cortez Rd.	NE, NW	
12	23 rd and Montezuma Rd.	NE, NW	
15	Van Buren Ave. and Pitkin Ave.	NE, NW	CT15 BLK 1 – 810 LMI People . 1300 Total People – 62% LM
16	Van Buren Ave and Routt Ave	NE, NW, SE, SW	
17	Van Buren Ave and Evans Ave	NE SE, SW	
18	Van Buren Ave and Abriendo Ave.	NE, NW, SE SW	
19	Abriendo Ave and Idaho Ave	NE, SE	CT14 BLK 1 – 885 LMI People / 1165 Total People 75% LM
20	Abriendo Ave and Idaho Ave	SE	
21	Quincy St. and Evans Ave	N, W, E	CT19 BLK 1 – LMI 460 / Total People 780 – 58% LM
22	Quincy St. and Rout Ave	NE, NW, SE, SW	
23	Quincy St and Pitkin Ave	NE, NW	This street borders CT 15 BLK 1 – those numbers are not repeated


24	Bannock Burn Ln. and Louis Nelson Rd	NE, NW, SE, SW	CT9.04 BLK 1 – 795 LMI people / 1330 Total Persons @ 59.77% LMI
25	Bannock Burn Ln. and MacNaughton Rd.	NE, NW, SE, SW	
26	MacNaughton Rd and Calhoun Rd.	NE, NW, SE, SW	
27	Calhoun Rd. and Sheridan Rd.	NE, NW, SE, SW	
28	Calhoun Rd. and Iroquois Rd.	NE, NW, SE, SW	
29	Calhoun Rd. and Comanche Rd.	NE, NW, SE, SW	
30	MacNaughton Rd. and Bonny Brea Ln.	NE, NW, SE, SW	
31	MacNaughton Rd. and MacKenzie Rd.	NE, NW, SE, SW	
32	MacNaughton Rd. and MacArthur Rd.	NE, NW, SE, SW	
33	MacNaughton Rd. and Robertson Rd.	NE, NW, SE, SW	
34	MacNaughton Rd. and Bonforte Blvd	NE, NW, SE, SW	
35	Bonforte Blvd. and Hadley Rill	NE, NW, SE, SW	
36	Bonforte Blvd and Briargate Terr.	NE, NW, SE, SW	
37	Bonforte Blvd. and Comanche Rd.	NE, NW, SE, SW	
38	Comanche Rd. and MacArthur RD.	NE, NW, SE, SW	

Grantee SF-424's and Certification(s)

Certifications and Assurances
2020 Annual Action Plan

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Change/Continued Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Renewal
* 3. Date Received: 7/9/2021		* 4. Applicant Identifier: 2020-0000-00000000
* 5. Federal Entity Identifier: [Empty]		* 6. Federal Award Identifier: F-01-00-00-0000
State Use Only: * 7. Date Received by State: [Empty] * 8. State Application Identifier: [Empty]		
9. APPLICANT INFORMATION:		
* a. Legal Name: <u>City of Pueblo</u>		
* b. Employer/Agency Identification Number (EIN/TIN): 83-600925		* c. Organizational DUNS: 0106202640000
d. Address:		
* Street 1: <u>City of Pueblo</u>		
* Street 2: [Empty]		
* City: <u>Pueblo</u>		
* County/Parish: [Empty]		
* State: <u>CO, Colorado</u>		
* Province: [Empty]		
* Country: <u>USA: UNITED STATES</u>		
* Zip / Postal Code: <u>81003-1400</u>		
e. Organizational Unit:		
Department Name: <u>Planning and Customer Services</u>		Division Name: [Empty]
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <u>Mr.</u> First Name: <u>Edward</u>		Suffix: [Empty]
Middle Name: <u>Patrick</u>		Last Name: <u>McLaggan</u>
Title: <u>Director</u>		
Organizational Affiliation: [Empty]		
* DUNS Number: <u>0106202640000</u>		* Tax Number: [Empty]
* Email: <u>edmcclaggan@pueblo.us</u>		

Application for Federal Assistance SF-424	
<p>* 9. Type of Applicant 1: Select Applicant Type:</p> <input type="text" value="City of Pueblo, Colorado"/> <p>Type of Applicant 2: Select Applicant Type:</p> <input type="text"/> <p>Type of Applicant 3: Select Applicant Type:</p> <input type="text"/> <p>* OHA (Specify):</p> <input type="text"/>	
<p>* 10. Name of Federal Agency:</p> <input type="text" value="Department of Housing and Urban Development"/>	
<p>11. Catalog of Federal Domestic Assistance Number:</p> <input type="text" value="14.218"/> <p>CFDA Title:</p> <input type="text" value="Community Development Block Grant - Entitlement"/>	
<p>* 12. Funding Opportunity Number:</p> <input type="text" value="E-2J-99-J-9001"/> <p>Title:</p> <input type="text" value="Community Development Block Grant"/>	
<p>13. Competition Identification Number:</p> <input type="text"/> <p>Title:</p> <input type="text"/>	
<p>14. Areas Affected by Project (Cities, Counties, States, etc.):</p> <input type="text"/> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> Add Attachment Delete Attachment View Attachment </div>	
<p>* 15. Descriptive Title of Applicant's Project:</p> <input type="text" value="Community Development Block Grant (CDBG) funds to assist the City of Pueblo with housing and community development activities."/>	
<p>Attachments/Instruments selected in age of instructions:</p> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> Add Attachments Delete Attachments View Attachments </div>	

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: <input type="text" value="3"/>	* b. Program/Spec: <input type="text"/>
Attach an additional list of Programs/Project Congressional Districts if needed	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
17. Proposed Project:	
* a. Start Date: <input type="text" value="01/01/2023"/>	* b. End Date: <input type="text" value="12/31/2023"/>
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="1,473,674.00"/>
* b. Applicant	<input type="text" value="160,510.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,634,184.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12972 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12972 Process for review on <input type="text"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12972 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12972.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 28, Section 1001)	
<input checked="" type="checkbox"/> I ACHHE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement for agency specific solicitations.	
Authorized Representative:	
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Nicholas"/>
Middle Name: <input type="text"/>	
Last Name: <input type="text" value="Gradisar"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="Mayor"/>	
* Telephone Number: <input type="text" value="708-553-2650"/>	* Fax Number: <input type="text"/>
* Email: <input type="text" value="ngradisar@pueblo.co.us"/>	
* Signature of Authorized Representative: 	* Date Signed: <input type="text" value="6-25-2021"/>

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4041-0030
 Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not disclose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will require the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of persons' or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4783; relating to prescribed standards of merit systems for programs funded under one of the 13 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicap; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-606), as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§522 and 527 of the Public Health Service Act of 1944 (42 U.S.C. §§280a-53 and 250a-53), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the applicant.

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424D (Rev. 7-77)
 Prescribed by GSA Circular A-102


11. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 501-506 and 5324-5328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§2761 to 2764), the Copeland Act (40 U.S.C. §276c and 48 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§32-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(e) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11860; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) continuity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1965, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523), and; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in ensuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 102(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub recipient from: (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (2) Procuring a commercial sex act during the period of time that the award is in effect; or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Pueblo	6-25-2021

SH-474 (Rev. 7-97) 5a04

Application for Federal Assistance SF-424		
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		*2. Type of Application: *If Revision, select appropriate letter(s) <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision
*3. Job Received: 7/9/2021		4. Applicant Identifier: 2020-0001-Program
5a. Federal Entity Identifier: _____		5b. Federal Agency Identifier: H-20-70-9-0005
State Use Only:		
6. Date Received by State: _____		7. State Application Identifier: _____
8. APPLICANT INFORMATION:		
7a. Legal Name: <u>City of Pueblo</u>		
7b. Employer/Taxpayer Identification Number (EIN/TIN): <u>84-3306315</u>		7c. Organization DUNS: <u>1101029000</u>
d. Address:		
* Street: <u>1 State Hill Place</u> Street2: _____ * City: <u>Pueblo</u> County/Parish: _____ * State: <u>CO Colorado</u> Province: _____ * Country: <u>USA: United States</u> * Zip/Postal Code: <u>81005-1027</u>		
e. Organizational Unit:		
Department Name: <u>Housing and Community Dev.</u>		Division Name: _____
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <u>Mr.</u> * First Name: <u>Gregory</u>		
Middle Name: <u>Paul</u>		
* Last Name: <u>Ballalaguer</u>		
Suffix: _____		
Title: <u>Director</u>		
Organizational Address: _____		
* Telephone Number: <u>719-537-1543</u>		Fax Number: _____
* Email: <u>Ballalaguer@pueblo.co</u>		

Application for Federal Assistance SF-424	
* 9. Type of Applicant: 1: Select Applicant Type: <input type="text" value="City or Township Government"/> Type of Applicant 2: Select Applicant Type <input type="text"/> Type of Applicant 3: Select Applicant Type <input type="text"/> * Enter (select): <input type="text"/>	
* 10. Name of Federal Agency: <input type="text" value="Department of Housing and Urban Development"/>	
11. Catalog of Federal Domestic Assistance Number: <input type="text" value="15.219"/> CFDA Title <input type="text" value="HOME Investment Partnership Program"/>	
* 12. Funding Opportunity Number: <input type="text" value="HDC-15-CA-0116"/> Title <input type="text" value="HOME Investment Partnership Program"/>	
13. Competition Identification Number: <input type="text"/> Title: <input type="text"/>	
14. Areas Affected by Project (Cities, Counties, States, etc.): <input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
* 15. Descriptive Title of Applicant's Project: <input type="text" value="HOME Investment Partnership Program (HOME) funds assist the City of Pueblo in developing and maintaining affordable housing."/>	
Attach supporting documents as specified in agency instructions <input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/>	

Application for Federal Assistance SF-424	
16. Congressional Districts D1:	
* a. Applicant: <input type="text" value="J"/>	* b. Program/Project: <input type="text" value="D"/>
Attach an additional form of Program/Project Congressional Districts if needed.	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
17. Proposed Project:	
* a. Start Date: <input type="text" value="03/01/2020"/>	* b. End Date: <input type="text" value="03/26/2022"/>
* B. Estimated Funding (\$):	
* a. Federal	<input type="text" value="597,472.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Pregr. Income	<input type="text" value="86,090.11"/>
* g. TOTAL	<input type="text" value="683,562.11"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available in the State under the Executive Order 12372 Process for review on <input type="text"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Deb? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach:	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
21. "By signing this application, I certify (1) in the statements contained in the list of certifications" and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances" and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 28, Section 1001)	
<input checked="" type="checkbox"/> I Agree	
** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
* First Name: <input type="text" value="Nicholas"/>	* Last Name: <input type="text" value="Glasgow"/>
* Middle Name: <input type="text" value="A."/>	* Title: <input type="text" value="Mayor"/>
* Suffix: <input type="text"/>	* Telephone Number: <input type="text" value="719-593-2699"/>
* Fax Number: <input type="text"/>	* Email: <input type="text" value="nglasgow@pueblo.us"/>
* Signature of Authorized Representative: 	* Date Signed: <input type="text" value="6-25-2021"/>

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4240-0039
Expiration Date: 02/29/2022

The burdening burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (2545-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant


1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interests, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4720-4731) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 803, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 86-352) which prohibits discrimination on the basis of race or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1651-1653, and 1655-1659), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-516), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290a(d)-3 and 290a(d)-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Previous Edition Obsolete

Authorized for Local Reimbursement

Standard Form 424U (Rev. 7-87)
Prescribed by GSA FPMR (41 CFR) 101-11.6

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced in whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (40 U.S.C. §§ 501-508 and 5324-5228) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276b) and 48 U.S.C. § 874; and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 324-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-204) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) purification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11858; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (15 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1571 et seq.) related to existing components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in ensuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from: (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (2) Procuring a commercial sex act during the period of time that the award is in effect; or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Pueblo	6-25-2021

SI 4240 (Rev. 7/07) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (16 U.S.C. 1701a) and implementing regulations at 24 CFR Part 105.


Signature of Authorized Official

6-25-2021
Date

Mayor

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation – It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 530.

Following a Plan – It is following a current consolidated plan that has been approved by HUD.

Use of Funds – It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2020; a period specified by the grantee of one, two, or three specific consecutive program years, shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically harrng entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.


Signature of Authorized Official


Date

Mayor

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.


Signature of Authorized Official


Date

Mayor

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy Layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance that is necessary to provide affordable housing.



Signature of Authorized Official

6-25-2021

Date

Mayor

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:


Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certifications and Assurances
CDBG-CV Funds

Application for Federal Assistance SF-424		
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Change/Correction Application	*2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, see corresponding #14(e) <input type="text"/> * Other (Specify): <input type="text"/>
*3. Date Received: 7/9/2021	4. Applicant Identifier: CD86-CV	
5a. Federal Entry Identifier <input type="text"/>	5b. Federal Award Identifier B-20-411-03-0007	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="City of Pueblo"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="84-0000000"/>	* c. UEI: <input type="text" value="010020204000"/>	
d. Address:		
* Street: <input type="text" value="City Hall Plaza"/>	Street2: <input type="text"/>	
* City: <input type="text" value="Pueblo"/>	County/Parish: <input type="text"/>	
* State: <input type="text" value="CO: Colorado"/>	Province: <input type="text"/>	
* Country: <input type="text" value="023: UNITED STATES"/>	* Zip: Postal Code: <input type="text" value="81003-1497"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="Planning and Mission Services"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Bryon"/>	
Middle Name: <input type="text"/>	Last Name: <input type="text" value="Gallagher"/>	
Suffix: <input type="text"/>	Title: <input type="text" value="Director"/>	
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="719-557-1915"/>	Fax Number: <input type="text"/>	
* Email: <input type="text" value="bgallagher@puebloco.gov"/>		

Application for Federal Assistance SF-424		
* 8. Type of Applicant 1: Select Applicant Type: <input type="text" value="City or Township Government"/>		
Type of Applicant 2: Select Applicant Type: <input type="text"/>		
Type of Applicant 3: Select Applicant Type: <input type="text"/>		
* Other (specify): <input type="text"/>		
* 10. Name of Federal Agency: <input type="text" value="U.S. Department of Housing and Urban Development"/>		
11. Catalog of Federal Domestic Assistance Number: <input type="text" value="14.219"/>		
CFDA Title <input type="text" value="Community Development Block Grant - Socioeconomic"/>		
* 12. Funding Opportunity Number: <input type="text" value="14-2C-HC-CW-CO"/>		
* Title: <input type="text" value="Community Development Block Grant - CW Fund"/>		
13. Competition Identification Number: <input type="text"/>		
Title: <input type="text"/>		
14. Areas Affected by Project (Cities, Counties, States, etc.): <input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>		
* 16. Descriptive Title of Applicant's Project: <input type="text" value="Community Development Block Grant funds to prepare, present, and respond to the effects of COVID-19"/>		
Attach supporting documents as specified in agency instructions: <input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/>		

Application for Federal Assistance SF-424	
16. Congressional Districts (C):	
* a. Applicant: <input type="text"/>	* b. Program/Project: <input type="text" value="3"/>
Attach an additional list of Program/Project Congressional Districts if needed	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date: <input type="text" value="07/01/2020"/>	* b. End Date: <input type="text" value="07/31/2021"/>
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="1,364,495.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="1,364,495.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12872 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Paperwork Reduction Act (PRA) Process for review on <input type="text"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12872 but has not been selected by the State for review	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12872	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes" provide explanation and attach	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
21. By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 28, Section 1001)	
<input checked="" type="checkbox"/> I AGREE	
** The list of certifications and assurances, or on Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Nicholas"/>
Middle Name: <input type="text"/>	
Last Name: <input type="text" value="Gardias"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="Mayor"/>	
* Telephone Number: <input type="text" value="719-553-2655"/>	* Fax Number: <input type="text"/>
* Email: <input type="text" value="ngardias@pueblo.co.us"/>	
* Signature of Authorized Representative: 	* Date Signed: <input type="text" value="7/6/2021"/>

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:


1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4501 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§5101-5107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Previous Edition Usable

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Standard Form 4240 (Rev. 7-97)
Prescribed by OMB Circular A-102

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 175(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Pueblo	6-25-2021

SF-424D (Rev. 7-97) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan – It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 1601–1655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 – It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.


Signature of Authorized Official

6-25-2021
Date

Mayor

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2020 (CV funds) [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws – The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000f) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint – Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws – It will comply with applicable laws.


Signature of Authorized Official


Date

Mayor

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.


Signature of Authorized Official

6-25-2021
Date

Mayor

Appendix - Alternate/Local Data Sources

1	Data Source Name test
	List the name of the organization or individual who originated the data set. test
	Provide a brief summary of the data set. test
	What was the purpose for developing this data set? test
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?
	What time period (provide the year, and optionally month, or month and day) is covered by this data set?
	What is the status of the data set (complete, in progress, or planned)?



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: AN ORDINANCE AMENDING SECTION 15-2-8 OF CHAPTER 2 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE RELATING TO FEES FOR METERED PARKING IN MUNICIPAL PARKING LOTS AND PROVIDING PENALTIES FOR VIOLATION THEREOF

SUMMARY:

This Ordinance amends the fees for metered parking in municipal parking lots and garages to increase fees from \$0.50 per hour to \$1.00 per hour.

PREVIOUS COUNCIL ACTION:

On May 27, 2008, City Council approved an Ordinance to amend Section 8 of Chapter 2 of Title XV of the Pueblo Municipal Code to increase fees for metered parking in municipal parking lots and garages within the City of Pueblo.

BACKGROUND:

Currently the City Ordinance authorizes \$0.50 per hour for all municipal parking lots and garages. This Ordinance change would bring the fee to \$1.00 per hour for all metered parking spaces in lots and garages. Charging a higher hourly fee will allow the City to implement electronic payment by smartphone.

FINANCIAL IMPLICATIONS:

A projected increase of \$3,000.00 dollars annually is expected from existing parking meters. The cost of the new installation of a parking meter is expected to decrease from \$5,000.00 to \$50.00.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to pass this Ordinance will hinder the ability of the parking enterprise to generate revenue to support itself. The use of a text-to-pay meter system will not be possible due to convenience fee structures. This limits the tools available to the Department of Public Works to address parking concerns in high-density regions.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 15-2-8 OF CHAPTER 2 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE RELATING TO FEES FOR METERED PARKING IN MUNICIPAL PARKING LOTS AND PROVIDING PENALTIES FOR VIOLATION THEREOF

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

SECTION 1.

Section 15-2-8 of the Pueblo Municipal Code is amended to read as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

Sec. 15-2-8. Fees.

It shall be unlawful to park any vehicle upon any metered municipal parking lot without paying the fee provided therefor. The fee shall be [fifty cents (\$0.50)] **one dollar (\$1.00)** each hour[s].

SECTION 2.

Any person who shall violate Section 15-2-8 of the Pueblo Municipal Code shall be punished as provided in Title XI of the Pueblo Municipal Code.

SECTION 3.

This Ordinance shall become effective upon final passage and approval.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director of Human Resources
Charles Roy, Acting Director of Public Works

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE THROUGH THE CONVERSION OF TWO (2) VACANT POSITIONS WITHIN THE PUBLIC WORKS DEPARTMENT

SUMMARY:

The Public Works Director, with Mayor Graham's approval, requests to convert two vacant positions within the Public Works Department to better meet operational needs.

1. Traffic Signal Technician to Traffic Utility Worker III
2. Sr. Facilities Maintenance Technician converted to Facilities Maintenance Technician

PREVIOUS COUNCIL ACTION:

On December 9, 2024, Ordinance No.10852 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2025.

BACKGROUND:

1. Traffic Signal Technician converted to Traffic Utility Worker III

The Public Works Department proposes converting one currently vacant Traffic Signal Technician position to the classification of Traffic Control Utility III. The Public Works Traffic Division is staffed with a total of 8 personnel, of which includes 3 (2 Filled/1 Vacant Funded) Traffic Signal Technicians, 1 Traffic Control Utility III, 2 (1 Vacant Funded/1 Vacant Unfunded) Traffic Control Utility II, and 2 Signs & Marking Specialists.

This position conversion will align staffing to the current workload. In 2023, the City terminated its maintenance service contract with Pueblo County and CDOT of 47 traffic signals. This lowered the City's total traffic signal service requirement by

approximately 1/3. As a result of this position conversion, the Supervisor will have the flexibility to focus division effort to the Signs and Marking section. Signs and Markings maintains a high workload demand; this is especially true during the summer months when the Division is focused on painting and striping of public rights-of-way.

2. Sr. Facilities Maintenance Technician converted to Facilities Maintenance Technician

The Public Works Department proposes to convert a currently vacant Senior Facilities Maintenance Technician position to a new journey-level classification of Facilities Maintenance Technician. The Public Works Maintenance Division employs 10 maintenance professionals across six different construction trades: two Painters, two Carpenters, two HVAC Technicians, one Plumber, one Electrician, two Senior Facilities Maintenance Technicians (one of which is vacant), and one Maintenance Superintendent. Additionally, the division employs one temporary worker.

The Senior Facility Maintenance Technicians are responsible for conducting 11 monthly elevator inspections, over 120 annual backflow preventer certifications, and support other trades as necessary to maintain and repair over 300 city-owned facilities. This workload equates to approximately 30 buildings per employee without considering the specialized skills of each employee. In 2024, the division responded to 1,206 trouble or maintenance calls received and completed and carried over a backlog of 1,448 work requests.

Converting the currently approved vacancy will enable the City to hire a journey-level maintenance professional to assist with the workload. This conversion will better align with the existing structure of the division, provide additional flexibility with work assignments.. An ancillary benefit of creating this classification is that it establishes a career ladder for individuals in the City who are currently pursuing or have pursued professional trades licensure.

FINANCIAL IMPLICATIONS:

This is zero net change to staffing levels within the Public Works Department. No additional funding is required to accomplish the desired staffing changes.

The cost to convert the Traffic Signal Technician to a Traffic Utility Worker III is a straight conversion with no cost. Both positions share the same salary range.

The cost to convert (downgrade) the Sr. Facilities Maintenance Technician to a Facilities Maintenance Technician, a new classification, is anticipated to generate salary savings of approximately \$12,406 on an annual basis.

Traffic Utility Worker III	- \$0 (no cost)
Facilities Maintenance Technician	- \$13,146 (savings)

Estimated Savings - \$13,146 (savings)

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no action alternative would be to retain the current staffing levels, which would eliminate any opportunity to re-balance staff workload and enhance departmental efficiencies.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE THROUGH THE CONVERSION OF TWO (2) VACANT POSITIONS WITHIN THE PUBLIC WORKS DEPARTMENT

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for the Public Works Department;

NOW THEREFORE,

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

SECTION 1.

The following sections captioned “Public Works – Public Buildings,” and “Public Works-Traffic Control,” of Ordinance No. 10852 being the 2025 Staffing Ordinance, is amended as follows:

The following positions shall be authorized for FY 2025:

Public Works - Public Buildings

Facilities Maintenance Superintendent	1
Carpenter	2
Electrician	1
<u>Facilities Maintenance Technician</u>	<u>1</u>
HVAC Technician	2
Painter	2
Plumber	1
Senior Facilities Maintenance Technician	[2]1
Total	11

Public Works - Traffic Control

Traffic Control Supervisor	1
Traffic Control Utility Worker II	1
Traffic Control Utility Worker III	[1]2
Traffic Signal Technician	[3]2
Traffic Signs & Marking Specialist	2
Total	8

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 Ordinance to effectuate, and transactions described therein.

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2025 Budget and staffing with respect to the allocation of positions within the Public Works Department and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director of Human Resources
Charles Roy, Acting Director of Public Works

SUBJECT: AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2025 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR FACILITIES MAINTENANCE TECHNICIAN

SUMMARY:

Attached for consideration is an amended Pay Plan Ordinance that reflects the addition of the pay rate and salary schedule for the classification of Facilities Maintenance Technician.

PREVIOUS COUNCIL ACTION:

On December 9, 2024, Ordinance No.10853 was approved by City Council. This Ordinance provided the classification and pay plan for Fiscal Year 2025.

BACKGROUND:

This position will be responsible for providing skilled maintenance support for the licensed and certified trades workers within the Buildings and Facilities Division of the Public Works Department in support of the City's 300 City-owned facilities.

This position will be a classified, bargaining position part of the general services Pueblo Association of Government Employees (PAGE) union and will be subject to all hiring procedures under Civil Services rules and regulations.

FINANCIAL IMPLICATIONS:

No additional funding is required in 2025 to fill this position. The position change will result in salary savings of approximately \$13,146 on an annual basis.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The suggested change establishes the 2025 salary range for the classification of Facilities Maintenance Technician. If this ordinance is not approved, and assuming the establishment of the position is approved, no salary range will be associated with the classification and the position cannot be filled.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2025 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR FACILITIES MAINTENANCE TECHNICIAN

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

SECTION 1.

Section 6-5-16 (A) of Chapter 5, of Title VI, of the Pueblo Municipal Code referencing the Fiscal Year 2025 pay scale for the classification of Non-Profit Compliance Coordinator.

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

B. The monthly pay range for the classification of Facilities Maintenance Technician for 2025

**CITY OF PUEBLO SALARY SCHEDULE
2025 MONTHLY SALARY SCHEDULE - GENERAL SERVICE (NON-EXEMPT)**

<i>CLASS TITLE</i>	<i>Entrance</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>
(A) GENERAL SERVICE									
Facilities Maintenance Technician	3794.05	3887.40	4077.09	4266.82	4405.30	4450.92	4510.23	4571.06	4631.87

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 Ordinance to effectuate and transactions described therein.

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 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 AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, PUEBLO COUNTY, AND THE PUEBLO CITY-COUNTY LIBRARY DISTRICT FOR THE SELECTION OF TRUSTEES TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD

SUMMARY:

Attached is an Ordinance approving an Intergovernmental Agreement by and between the City of Pueblo, Pueblo County, and the Pueblo City-County Library District pursuant to C.R.S. §24-90-107(2).

PREVIOUS COUNCIL ACTION:

On January 27, 1969, by Ordinance No. 3240, City Council established the Pueblo Regional District Library and approved an intergovernmental agreement for the operation of the same. On January 23, 1978, by Resolution No. 4123, City Council recognized and ratified the joint creation of the Pueblo Regional Library District by the City of Pueblo and Pueblo County nunc pro tunc January 1, 1969 by joint Resolution dated July 15, 1968.

BACKGROUND:

The Pueblo City-County Library District ("PCCLD") was created by the City of Pueblo and Pueblo County on or about July 15, 1968. Originally, the City and County provided all buildings, equipment, and library materials for PPCLD and funded its operation. Through mill levies, PPCLD generated sufficient income to become self-sustaining. Over time, the City transferred ownership of all real and personal property used to provide library services to PCCLD.

PCCLD operates pursuant to Colorado statute, C.R.S. §24-90-101 *et seq.* While the City no longer financially subsidizes PCCLD, it continues to have a role in the selection of trustees to serve on PCCLD's Board of Trustees. The City and County make up the

selection committee that nominates members of the public to vacant seats on the Board of Trustees. Pursuant to statute, the appointees to the library board of trustees are appointed by the mayor with the consent of the legislative body. See C.R.S. §24-90-108(2)(a). The attached intergovernmental agreement sets forth the process by which Trustees have been, and will continue to be nominated, appointed and removed.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City and County will continue the current process.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Proposed Library IGA Pursuant to 24-90-107(2) C.R.S.

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, PUEBLO COUNTY, AND THE PUEBLO CITY-COUNTY LIBRARY DISTRICT FOR THE SELECTION OF TRUSTEES TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD

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

SECTION 1.

The Amended and Restated Intergovernmental Agreement by and between the City of Pueblo, Pueblo County, and the Pueblo City-County Library District, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the intergovernmental agreement in the name of the City and the Acting City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

**PUEBLO CITY-COUNTY LIBRARY DISTRICT, CITY OF PUEBLO, AND PUEBLO
COUNTY, COLORADO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT PURSUANT
TO §24-90-107(2), C.R.S.**

THIS PUEBLO CITY-COUNTY LIBRARY DISTRICT, CITY OF PUEBLO, COLORADO, AND PUEBLO COUNTY, COLORADO, AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT PURSUANT TO §24-90-107(2), C.R.S. (“**Agreement**”) is executed as of the last date written below, by PUEBLO CITY-COUNTY LIBRARY DISTRICT, a political subdivision of the State of Colorado (“**PCCLD**”), CITY OF PUEBLO, COLORADO, a Colorado home rule municipality (“**City**”), and COUNTY OF PUEBLO, COLORADO, a political subdivision of the State of Colorado (“**County**”) (PCCLD, City, and County being singularly referred to as “**Party**” and jointly referred to as “**Parties**”).

RECITALS

- A. PCCLD is organized and operated as a library district pursuant to the provisions of Article 90, Title 24, C.R.S., to provide library services within the jurisdictional boundaries of the City of Pueblo, Colorado and Pueblo County, Colorado; and
- B. City is a home rule municipality within Pueblo County, Colorado; and
- C. County is a statutory county and political subdivision of the State of Colorado operating pursuant to Title 30, C.R.S; and
- D. During 1968 and 1969, various separate and joint actions of City and County resulted in creation of what was then known as Pueblo Regional Library District, effective January 1, 1969; and
- E. Subsequent action by the Board of Trustees of Pueblo Regional Library District changed the library district’s name to PCCLD; and
- F. Section 24-90-107(2)(e), C.R.S., requires a written agreement between PCCLD, City, and County which:
 - “shall set forth fully the rights, obligations, and responsibilities, financial and otherwise, of all parties to the agreement, including provisions concerning: (I) The transition from the library to a library district, such as ownership of the library’s real and personal property, personnel, and the provision of administrative services during the transition; (II) The method of trustee selection; and (III) Such other necessary terms and conditions as may be determined by the parties.”; and
- G. In 1969 City and PCCLD entered into a written agreement (“**1969 Agreement**”) concerning the initial use/ownership of City real and personal property by PCCLD for the provision of free, quality library services, City

payment of certain ongoing expenses of that personal and real property, subject to reimbursement by PCCLD, and the obligation of PCCLD to impose a property tax mill levy at a sufficient rate beginning in 1969 and thereafter sufficient for PCCLD to provide free, quality library services to the citizens of City and County; and

- H. Since 1969, City has transferred ownership of all real and personal property used by City prior to 1969 to provide library services to PCCLD; and
- I. Pursuant to §24-90-108, C.R.S., City and County have appointed the Board of Trustees of PCCLD through a committee process utilizing members of City Council and Board of County Commissioners with subsequent ratification of recommended trustee appointments by action of the City Council and the Board of County Commissioners; and
- J. The Parties are entering into this Agreement to create a unified document which recognizes and ratifies many of the historical practices of the Parties with respect to the operation of PCCLD, while recognizing PCCLD's financial and operational independence under its Board of Trustees in the provision of free, quality library services to the citizens of City and County.

NOW, THEREFORE, IN CONSIDERATION of the above recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are incorporated by reference into this Agreement.

2. Amendment and Replacement of Prior Written Agreements. The Parties agree that this Agreement amends and replaces any prior written agreements between or among the Parties with regard to the subject matter contained in this Agreement.

3. Obligations with Respect to Operation of PCCLD. The Parties recognize and acknowledge that PCCLD currently operates as an independent political subdivision of the State of Colorado in the provision of free, quality library services to the citizens of City and County. The Parties further recognize and acknowledge that the provisions of the 1969 Agreement have been fully executed. The Parties agree that PCCLD will be fully responsible for the management of PCCLD's affairs pursuant to §24-90-101, et seq., C.R.S.

4. Method of Trustee Selection.

(a) The City and the County will appoint the Trustees of PCCLD through a committee comprised of up to two members from the Board of County Commissioners and up to two members from the City Council ("Selection Committee") pursuant to §24-90-108(2)(c), C.R.S. The Selection Committee will fill vacancies to the PCCLD Board of Trustees, subject to ratification by the County and the City pursuant to §24-90-108, C.R.S.,

as amended. PCCLD may appoint one member of its Board of Trustees or the PCCLD Executive Director to observe the Selection Committee process as a non-voting, *ex officio* member of the Selection Committee by:

(b) The PCCLD Board of Trustees will assist in the appointment process

(c) Advising the City and County of an existing or impending vacancy. PCCLD will provide written notice of expiring terms and vacancies to the City and County;

5. PCCLD may request a schedule from the Selection Committee for the selection process and include with the request, draft proposed interview questions for review and consideration by the Selection Committee; and

(a) PCCLD may notify known individuals of an opening on the Board of Trustees and if requested by the City, PCCLD will assist with the advertising, public outreach and notice of the opportunity for the appointment.

(b) The City or County shall:

(i) Collect applications, compile information and submit the information to the Selection Committee in preparation for interviews;

(ii) Seek candidates that are representative of the community served; and

(iii) Complete the selection process before the beginning of a Trustee term.

(c) Anyone selected to serve on the Board of Trustees will be required to acknowledge and pledge to support and promote the principals set forth in the American Library Association Library Bill of Rights and the Affirmation of Ethics Statement for Library Trustees in section 01.02.02.F1 of the PCCLD Policy Manual, Governance, Board of Trustees Bylaws and Ethics, copies of which are attached as Exhibit A.

(d) The Selection Committee will recommend one applicant for each open seat on the PCCLD Board of Trustees for ratification by the County and City. In the event a nominee is rejected, the Selection Committee may choose to nominate another candidate from the current selection process or to begin the search process anew.

6. Removal of Trustees.

(a) A PCCLD Trustee may be removed only by majority vote of the appointing legislative bodies upon a showing of good cause as defined in, but not limited to the PCCLD Bylaws adopted by the Board of Trustees and Colorado law. Pursuant to the Bylaws revised and adopted by the Board of Trustees on or about August 27, 2015, good cause shall be shown if a Trustee:

- (i) Fails to attend any combination of seven regular scheduled Board meetings or regular scheduled work sessions in a calendar year;
- (ii) Is found guilty of gross neglect of duties;
- (iii) Is convicted of a crime involving moral turpitude;
- (iv) Violates a statute or ordinance which results, or could result, in serious damage to the Pueblo Library District's property or interests; or
- (v) Refuses to sign the Ethics Statement.

(b) If a member of the PCCLD Board of Trustees is removed as provided above, the vacancy will be filled for the remainder of the term in the manner set forth in paragraph 4 above.

7. Term and Withdrawal. The term of this Agreement shall be through the end of the year in which it is entered, and this Agreement shall be automatically renewed for additional one (1) year terms in perpetuity; provided, however, the City or County may withdraw from this Agreement upon one hundred and eighty (180) days written notice to the other parties. In such an event, the withdrawal of that Party shall be effective at the end of the current calendar year.

8. Notices. Any formal notice, demand or request pursuant to this Agreement shall be in writing and shall be deemed properly served, given or made, if delivered in person or sent by certified mail postage prepaid to the Parties at the addresses listed by the signatures below or as otherwise modified pursuant to this Section.

9. Amendments. This Agreement may be amended only by written mutual agreement and consent of the parties hereto.

10. Severability. In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be effected thereby.

11. Waiver. The waiver by any Party of any breach by any other Party of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition.

12. Entire Agreement. This Agreement embodies the complete agreement between the Parties regarding the subject matter herein and supersedes all prior agreements and understandings, if any.

13. Section Headings. The section headings in this Agreement are inserted for convenience and are not intended to indicate completely or accurately the contents of the Sections they introduce, and shall have no bearing on the construction of the Sections they introduce.

14. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to his Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

15. Duly Authorized Signatories. By execution of this Agreement, the undersigned each individually represent that he or she is duly authorized to execute and deliver this Agreement and that the subject Party shall be bound by the signatory's execution of this Agreement.

16. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S.

EXECUTED as of the date first written above.

PUEBLO CITY-COUNTY LIBRARY
DISTRICT

By: _____
President

Address: 100 E. Abriendo Avenue
Pueblo, Colorado 81004

Date: _____

Attest:

Rose Jubert, Secretary

CITY OF PUEBLO, COLORADO

By: _____
Heather Graham, Mayor

Address: 1 City Hall Place
Pueblo, Colorado 81003

Date: _____

Attest:

Marisa Stoller, City Clerk

COUNTY OF PUEBLO, COLORADO

By: _____
Chair, Board of County Commissioners

Address: 215 W. 10th Street
Pueblo, Colorado 81003

Date: _____

Attest:

Candice Rivera, County Clerk and Recorder

EXHIBIT A LIBRARY BILL OF RIGHTS

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

- I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
- II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
- III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
- IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
- V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
- VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.
- VII. All people, regardless of origin, age, background, or views, possess a right of privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February, 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019. Inclusion of "age" reaffirmed January 23, 1996.

Although the Articles of the *Library Bill of Rights* are unambiguous statements of basic principles that should govern the service of all libraries, questions do arise concerning application of these principles to specific library practices. See the documents designated by the Intellectual Freedom Committee as Interpretations of the Library Bill of Rights (<http://www.ala.org/advocacy/intfreedom/librarybill/interpretations>).



www.pueblolibrary.org

01.02.02.F1 Affirmation of Ethics Statement for Public Library Trustees

Each member of the Board of Trustees annually affirms his/her commitment to the Ethics Statement for Public Library Trustees which states:

Trustees in the capacity of trust upon them, shall observe ethical standards with absolute truth, integrity and honor. While there may be several ways to reflect compliance with ethical standards, the Pueblo City-County Library District has developed the following guidelines, derived from Colorado law.

Trustees must not derive any financial benefit by reason of their position as a member of the Board of Trustees, although they may be compensated for reasonable expenses incurred in the performance of their duties.

While a board member, a Trustee cannot contract with the District for the provision of services.

Trustees must not disclose or use confidential information acquired in the course of their official duties to further their personal financial interests.

Trustees cannot accept a gift exceeding \$50.00 in value in any calendar year (i) if doing so would improperly influence a reasonable person to depart from the faithful and impartial discharge of public duties or (ii) which the Trustee knows or which a reasonable person in the position should know under the circumstances is primarily for the purpose of rewarding the Trustee for official action the Trustee has taken.

Trustees must not engage in a financial transaction for private business purposes with a person whom the Trustee supervises in the course of the Trustees' official duties.

Any Trustee who has a personal or private interest in any matter proposed or pending before the Board of Trustees shall disclose such interest to the Board and shall not vote thereon and shall refrain from attempting to influence the decision of the other members of the body in voting on the matter. A Trustee may vote if his/her vote is necessary for the Board to act if he/she discloses the private interest in a filing to the Secretary of State.

Trustees must clearly distinguish, in their actions and statements, the personal philosophies and attitudes of the Trustee versus those of the institution, recognizing the formal position of the Board, even if a Trustee personally disagrees with the formal position the Board has taken.

Trustees must be prepared to support to the fullest the efforts of librarians in resisting censorship of library materials by groups or individuals.

Trustees who accept library board responsibilities are expected to perform all of the functions of library trustees.

See Also: Colorado Revised Statute 24-18-104

Signed this __ day of _____, 20__.

ATTEST:

Member of the Library Board of Trustees

Board Secretary



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING A LAND LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PIVOTAL SPACE INC., D/B/A LEAP, A DELAWARE CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign Land Lease between the City of Pueblo, a Colorado municipal corporation, and Pivotal Space Inc., d/b/a Leap, a Delaware corporation, and authorizing the Mayor to execute same

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Leap seeks property near Pueblo Memorial Airport for hot fire engine testing rocket engines, and other aviation and aerospace uses.

FINANCIAL IMPLICATIONS:

Leap will pay \$.30 per square foot per year for 66,000 total square feet. The total lease rate for the initial three years of the Lease term will be \$19,800 with an automatic rate increase if an additional three years is requested.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If this Ordinance is not approved, the Lease will not be executed and Leap will not have operations at the Pueblo Memorial Airport.

RECOMMENDATION:

It is the recommendation of the Department of Aviation that this Ordinance be approved.

ATTACHMENTS:

1. Placeholder: 611 Jetway Court 2025 06 11 LEASE DRAFT

ORDINANCE NO.

AN ORDINANCE APPROVING A LAND LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PIVOTAL SPACE INC., D/B/A LEAP, A DELAWARE CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, Pivotal Space Inc., d/b/a Leap is desirous of leasing certain property for the purpose of hot fire engine testing rocket engines, and other aviation and aerospace uses, where said property is owned by the City of Pueblo; now therefore,

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

SECTION 1.

A certain Land Lease and Operating Agreement (“Lease”), by and between the City of Pueblo, a Colorado Municipal Corporation, and Pivotal Space Inc., d/b/a Leap, a Delaware corporation, to lease land for hot fire engine testing rocket engines, and other aviation and aerospace uses at the Pueblo Memorial Airport, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved

SECTION 2.

The Mayor is hereby authorized to execute the Lease on behalf of the City of Pueblo, and the City Clerk shall affix the Seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Lease to effectuate the terms and conditions described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

LAND LEASE

This Lease ("Lease") is effective upon the date it is fully executed as evidenced by the date last signed on the signature page (the "**Effective Date**"), by and between City of Pueblo, Colorado, located at 1 City Hall Place, Pueblo, Colorado 81003 ("**Landlord**") and Pivotal Space Inc., d/b/a Leap, a Delaware corporation, with its principal place of business located at 1460 Overlook Dr, Suite 118, Lafayette, CO 80026 as described in Exhibit A attached hereto and incorporated herein, ("**Tenant**").

City of Pueblo owns and operates the property ("**Premises**"), located at 8611 Jetway Court, Pueblo, Colorado 81001, in Pueblo County, Colorado.

~~For and in~~In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. **Lease and Description.** Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the 611 Jetway Court, Pueblo, Colorado 81001, described in Exhibit A – Lease and Description Premises ("**Premises**"), the configuration and legal description of which are set forth on the Site Plan attached hereto as Exhibit B and incorporated herein.

Commented [JR1]: 611 Jetway Court assigned by GIS 6/3/2026

2. **Business Purpose.** The Premises shall be used for hot fire engine testing, and other aviation and aerospace uses. This is improved land under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

a. The land, and the leasehold interest created hereby are to be used solely for aeronautical and aerospace-related purposes, including but not limited to parking, storing, and maintaining air and space craft, and other activities associated with air and space craft ownership and engine testing. The tenancy created hereby is subject to the terms of this Lease and all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

Commented [HG2]: I recommend defining this term unless it is a term of art with a common definition.

3. **Improvement Construction.** Tenant shall construct the Buildings and Improvements as noted in Exhibit A - Improvement Construction. Tenant shall commence improvement construction no later than nine months after the date this Lease is fully executed. Landlord may terminate this Lease in the event Tenant fails to commence the improvement construction within nine months of the date this Lease is fully executed. Additional improvements may be made by Tenant to the Premises during the term of this Lease subject to the terms and conditions of this Lease. In the event Tenant fails to timely complete the improvement construction and Landlord terminates this Lease as a result of said failure, all improvements to the Premises shall be the property of Landlord. Nothing in this Lease shall be interpreted as granting any land use approvals for the improvement construction or Tenant's use of the Premises. Tenant shall be solely responsible, at its sole cost, for applying for and receiving any necessary land use approvals and/or permits from the jurisdiction with land use authority and/or the FAA, including,

Commented [HG3]: If a term is capitalized, I would prefer it be defined. Rather than building and improvements, it seems we are describing either the Premises or the Site Plan in exhibit B.

but not limited to, building permits, grading permits, stormwater approvals, and any other land use approval.

4. Landlord agrees to the following:

- a. Subject to applicable land use requirements, Tenant may import construction fill dirt from a location designated by Landlord at no cost for the fill dirt. However, Landlord does not guarantee or otherwise reserve this material and will not be liable if it is unavailable.

Commented [JR4]: Is fill dirt available? Aviation would like this clause removed.

5. Term. The initial term of this Lease is set forth in Exhibit A - Term. Thereafter, ~~provided the Tenant is in full compliance with the terms of the Lease and the Landlord has determined that the Premises is structurally sound and commercially viable, the Lease may be extended ~~Three (3) additional for up to three (3) separate three (3) year renewal terms~~ (“Lease Renewal Term”).~~ are available ~~provided the Tenant is in full compliance with the terms of the Lease and the Landlord has determined that the Premises is, structurally sound and commercially viable.~~

Commented [HG5]: This contradicts exhibit A. Exhibit A refers to a single three year extension. This clause contemplates three additional three year extensions for a potential 9 year addition. Please amend language to reflect actual intent.

6. Rent. The rent for the Premises shall be as set forth in Exhibit A - Rent. Rent payment shall be made ~~at XXXX~~ to the City of Pueblo Finance Department, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. For rent payments received more than ten days after the annual due date, Tenant shall also pay a monthly late charge equal to five percent (5%) of the rent due and any accrued late charges for each and every month beyond the annual rent due date for which there is an unpaid rent and/or late charge balance due.

a. Future Rental Periods. Commencing the first year of any Lease Renewal Term fourth year of the Lease, and every year thereafter, the annual rental sum shall be increased by by \$0.01/SQFT3% and shall be calculated using the square footage shown in section 6 of Exhibit A, the Premises. ~~It is understood that if the Landlord performs a market study for lease rates and the Lease rate falls 15% below the then determined market rate, then Landlord shall issue notice to Tenant of the new market rent rate which will then be due from Tenant within 60 days or the next scheduled rental payment whichever is longer.~~

7. Taxes. The Tenant shall pay all property and other taxes that are assessed against the Premises. Colorado taxable possessory interest (“PIT”) as defined under CRS 39-1-103 (17)(a)(II)(A) will be assessed.

8. Occupancy. Occupancy of the premises shall at all times comply with applicable zoning laws and ~~or~~ ordinances of the authorities having jurisdiction of the ~~site~~ Premises. ~~Failure to~~

~~comply shall with applicable zoning laws or ordinances or the Occupancy may shall~~ be deemed as a breach of the Tenant's obligations of this lease.

9. Repair and Maintenance.

a. At its sole expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a safe, sanitary, orderly, and usable condition. The Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Pueblo County and the City of Pueblo.

b. Good Condition: Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure, and the applicable provisions of Section 27 below shall apply.

c. Waste: The Tenant shall place and regularly empty suitable trash containers on the Premises. It shall not permit rubbish, debris, waste material, anything noxious or detrimental to safety or health, anything likely to create objectionable odors or a fire hazard or anything subject to deterioration to accumulate on the Premises or to be improperly disposed of. The Tenant shall not allow any waste, liquids or other materials that could cause malfunction of the Landlord's sewage plant or impede the normal chemical or biological workings of the plant to become part of the plant's influence.

d. Care of Petroleum products and Other Material by Tenant: Tenant shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Premises in accordance with all applicable federal, state, local statutes, regulations, rules, and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Premises or property adjacent through activities of the Tenant, the Tenant shall be solely responsible for the cleanup, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so, the Landlord may take any reasonable and appropriate action in the Tenant's stead. The cost of such remedial action by the Landlord shall be paid by the Tenant.

e. Pavement: At its sole expense, the Tenant shall repair and maintain all paved or concrete areas of the Premises and their subsurface in a safe and structurally sound condition, pursuant to the City of Pueblo Roadway Classification Design Standards and Policies.

10. Use. The Tenant shall conduct on the Premises only the business for which it is leased and shall not use the Premises for any illegal purpose or any purpose beyond the scope of Section 2.

11. Liens and Insolvency. The Tenant shall keep the Premises free from any liens arising from work performed thereon or materials furnished thereto. If the Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, trustee, or other liquidator is appointed for the Tenant, the Landlord may terminate this Lease.

12. Rent After Default. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

13. Access. The Tenant shall allow the Landlord and/or its agent's access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Nothing herein shall be construed to limit the authority of City of Pueblo building inspectors under existing law.

14. Liability Insurance. The Tenant shall maintain liability insurance by a company or companies acceptable to the Landlord insuring the Tenant against claims based on personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of the Tenant, its agents, employees or servants or by means of any form of transportation, including owned, non-owned and hired automobiles, to the extent required by Exhibit "C" attached hereto and incorporated herein by this reference. The Landlord shall be included on all such policies as a named insured, and a true copy of those policies shall be furnished to the Landlord. Every such policy shall deem the Tenant's policy to be primary and not seek contribution of any kind from Landlord and shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord.

15. Accidents - Indemnity. The Tenant shall bear the risk of damage or destruction of all personal property on the Premises. The Landlord shall not be liable for any damage to persons or property on the Premises sustained by the Tenant or others, whether caused by defects now on the Premises or due to conditions hereafter arising in any building or other improvement or appurtenance thereon, including but not limited to lack of repair, fire, bursting or leaking water, gas, sewer or steam pipes, or the acts or omissions of the Tenant, any subtenant, purchaser or other occupant of the Premises or any invitee on the Premises, or the happening of any accident from any cause in or about any improvement on the Premises.

16. Fire Insurance. At its sole expense, at all times after commencement of construction on the Premises, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all buildings commenced on the Premises, the policy or policies of which shall be primary and not seek contribution from the Landlord and further shall name the Landlord as an additional insured to the extent of the Landlord's interest in such buildings. A true copy of all such policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord, no such policy shall contain a deductible clause greater than \$1,000 per claim. In the event of loss, the Tenant shall pay such deductible amount.

17. Casualty Loss – Application of Proceeds. In the event of any casualty loss to any improvement covered by insurance, the proceeds of such insurance shall be used to repair or replace such improvement and return the Premises to its original condition. The proceeds shall be first applied to the cost of clean-up, to the extent required by the Landlord. Upon the sublease or sale of any part of the Premises, the Tenant shall require the subtenant or purchaser to obtain hazard insurance at the subtenant's or purchaser's sole expense containing the same provisions as those set forth in Section 16, above, and including the Landlord and the Tenant as additional named insured, as their interests may appear.

18. Condemnation. The Landlord may condemn the Premises if it desires to use the Premises for other purposes. If it does so, it shall compensate the Tenant for the value of the remaining original Lease term, if the condemnation occurs during that term, and for the value of the remaining then-current Lease term extension, if the condemnation occurs during a Lease term extension. Landlord shall compensate the Tenant for the remaining life of all improvements the Tenant has constructed on the Premises based on a 30-year life for each such improvement. If the Landlord and Tenant disagree as to the value of the remaining life of the Lease or an extension thereof or any improvement Tenant has constructed on the Premises, each shall retain an appraiser to value those items. If those appraisers are unable to agree on such valuations, they shall appoint a third appraiser, and that appraiser's valuations shall be conclusive and binding on both parties.

19. Tenant's Right of Cancellation. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Premises is permanently abandoned by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it all prepaid rents.

b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in Section 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within sixty (60) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

20. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements made to the Premises, except for any pavement, asphalt, or concrete [and the gate access points](#) that may exist on the Premises at the time of termination. Removal shall be coordinated with Landlord so as to not leave any unwanted debris and or improperly terminated utilities. Alternatively, and at Landlord's sole option and upon written notice from Landlord to Tenant exercising said option, Tenant shall convey the improvements to Landlord at no-cost. Any improvements not removed by Tenant upon termination of this Lease, and not conveyed to Landlord as set forth in this section, shall be deemed abandoned and may be

disposed of by Landlord at Tenant's sole cost. Tenant must satisfy and remove all mortgages, liens, or other encumbrances prior to conveying the property to Landlord.

21. **Notices.** All notices and consents required or permitted hereunder shall be deemed delivered when personally delivered, or when delivered by courier or facsimile or other electronic means, or three business days after being deposited in the United States mail, sealed and postage prepaid, certified and return receipt requested, addressed, as appropriate, to:

LANDLORD

XXXXXX

XXXXXXXXXXXX

City of Pueblo Department of Aviation
31201 Bryan Circle Suite 200
Pueblo, CO 81001

With additional copies Copy to:

XXXXXXXXXXXX

City of Pueblo Law Department
101 South Union Avenue W. Riverwalk
Pueblo, CO 81003

City of Pueblo Public Works
211 East D Street
Pueblo, CO 81003

City of Pueblo Finance Department
101 South Union Avenue | City Hall Place
Pueblo, CO 81003

TENANT

Pivotal Space, Inc. dab LEAP
Attn: Michael Manuel, Chief Financial Officer
Phone: 321-217-7272
Email: mike@leap.space.one
See Exhibit A - Notices to Tenant.

Commented [HG6]: Please provide a physical mailing address in addition to e-mail.

or to such other addresses as the parties may designate to each other in writing.

22. **Governmental Fees.** All fees due under applicable law to any city, county, or state on account of any inspection made of the Premises shall be paid by the Tenant.

23. Default and Re-Entry. Unless resulting from events described in Sections 18 or 19, above, the Tenant's violation of any of its obligations hereunder other than failure to pay rent shall entitle the Landlord to terminate this Lease upon thirty (30) days prior written notice. If the default or violation is cured within the said thirty (30)-day period, or if the violation is not capable of complete cure within the said period but cure is commenced within the period, the Landlord shall have no right of termination. However, if the default or violation is not cured, or cure of the violation is not begun, within the thirty (30)-day period, the Lease shall be deemed terminated at the end of that period without further action by the Landlord. Upon termination the Tenant shall be entitled to recover any prepaid rent and other fees, and the Landlord shall be entitled to possession of the Premises. In the event Tenant fails to pay rent within ten days of the due date, Landlord may terminate this Lease immediately. If the Tenant fails to vacate the Premises, the Landlord shall have the right to evict the Tenant pursuant to Colorado law, including obtaining Landlord's attorney fees and costs.

24. Non-waiver of Breach. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

25. Holding Over. If the landlord allows the Tenant to continue using the leasehold after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

26. Landlord's Warranties. The Landlord warrants that it is the owner of the Premises and, to the extent of Landlord's actual knowledge, the Premises is not contaminated by hazardous substances.

27. Hazardous Substances. The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like and engine testing purposes. Tenant shall transport, use, store and dispose of fuel petroleum products, and all other materials, including but not limited to hazardous materials, owned or used by it on the Premises in accordance with all applicable federal, state, local, regulations, laws, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the property, the Tenant shall be responsible for the cleanup, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so the Landlord may take any reasonable and appropriate action in the Tenant's stead. The Tenant shall pay the cost of such remedial action by the Landlord.

28. Jurisdiction and Venue. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Pueblo County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

29. Indemnification. The Tenant shall bear the entire loss or damage to all improvements to the Premises, whether by windstorm, fire, earthquake, snow, water run-off or any other cause whatsoever. The Tenant hereby indemnifies the Landlord against and holds it harmless from all demands, claims, costs, causes of action and judgments, as well as from all costs of investigating and defending the same, arising from or growing out of the acts or omissions of the Tenant, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with their occupancy of any portion of the Premises.

30. Notice of Proposed Construction. Tenant shall file all applicable forms including the required city, county and local jurisdictional authorities at least 30 days prior to the date of proposed construction.

31. Site Plan. Where reference is made in this Lease to a plot plan or site plan, it is understood and agreed between the parties that such plan must include as a minimum those matters hereinafter set forth and shall be in the form of a scale drawing of the entire Premises with all those matters set forth to scale and legible thereon:

- a. Location of all structures and sizes thereof, together with size and location of any future structures, which may be placed on the Premises;
- b. Location of all roads, driveways, entrances, and exits;
- c. Location of all parking areas and description of method of delineating such areas by curbs or other methods;
- d. Location of all utilities and, in case of underground utilities, mention thereof;
- e. Interior and exterior drainage;
- f. Location and type of all fencing and gates;
- g. Site and exterior building lighting;
- h. Location of taxiway ingress and egress.
- i. Any changes will be memorialized on subsequent site plan(s).

32. Legal Description. At the completion of any building or structure, Tenant is responsible for providing Landlord with a surveyed legal description of the site and structures, including the location of utilities. If CAD or shape files are available, they shall be shared with the Landlord. If the legal description is greater than 5% or less than 5% of the square footage of the building or structure, the legal description shall be used to compute land lease fees effective with the effective date of this Lease.

33. Compliance with Non-Discrimination and Civil Rights Laws. The Tenant agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, and all pertinent statutes, Executive Orders, and other laws and rules promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This obligation shall be a covenant running with the land and is binding upon all any successor in interest to Tenant.

The forgoing Lease is entered into on the date signed by the Landlord.

TENANT:

Pivotal Space

By: _____
Landon Luick

Its: Chief Operating Officer

Date: xx-xx-, 2025 _____

LANDLORD:

City of Pueblo

By: _____
~~Chair~~Mayor

Date: _____

ATTEST:

City of Pueblo Attorney's Office
Approved to form:

By: _____
City Attorney's Office

DRAFT

Exhibit A

Tenant - Tenant – Pivotal Space, located at 8-611 Jetway Court, Pueblo, Colorado 81001

Section 1 - Lease and Description of Improvements: XXXXXX Need legal description

- a) Total site size measuring 550' by 120' or approximately 66,000 total square feet.
- b) Concrete pad dimensions as indicated on Exhibit B attached hereto at Tenant's expense.
- c) Northward extension of Jetway Court approximately 440 feet to southern airport fence line at Tenant's expense.
- d) Gate installation at intersection of southern airport fence line and Jetway Court at Tenant's expense.
- e) Installation of 220v/120amp electrical power drop placed at 13' X 60' pad.

Section 2 - Term: Three (3) year lease with option to extend another Three (3) years.

Section 3 - Rent: The initial rent payment shall be due and payable at the issuance of the Building Permit, or one hundred and twenty (120) days after the Effective Date of the Lease, whichever comes first. The initial rent payment shall be prorated from the initial rent payment due date through the remainder of the initial calendar year based on the full lease rate of \$.30 per square foot divided by 365 days, multiplied by the number of days remaining in the calendar year.

Annual Rent for all subsequent years is due and payable on January 1st of each year at the full lease rate of \$ 0.30 square feet as shown on Exhibit "B".

Section 4 - Notices to Tenant:

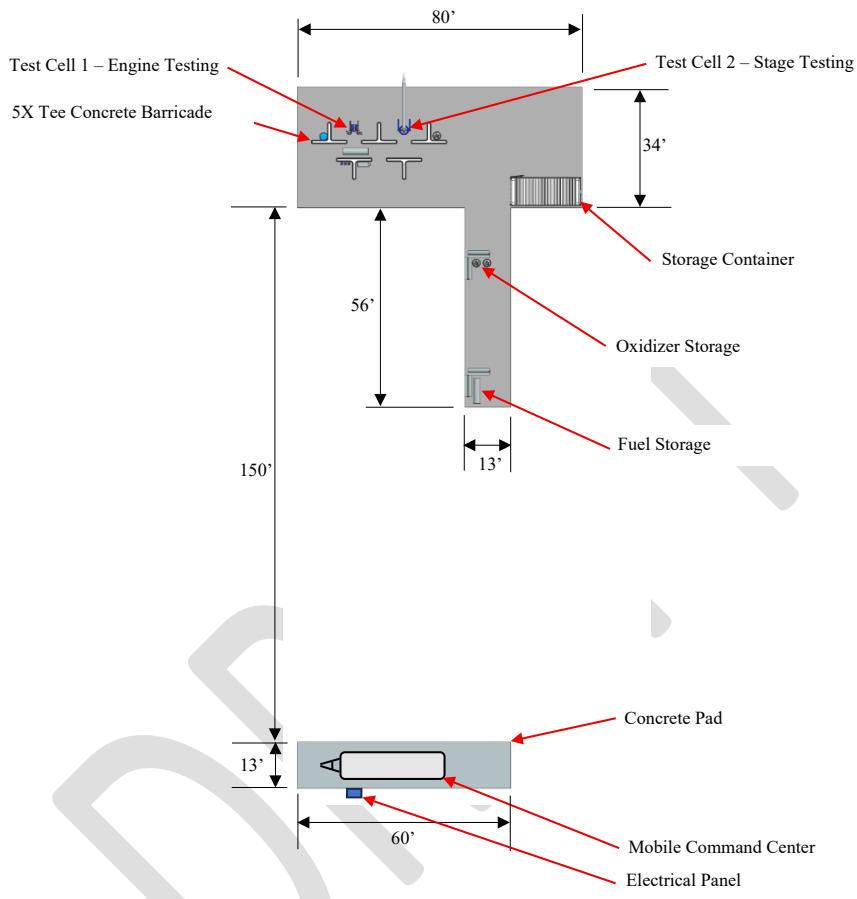
Pivotal Space, Inc. dab LEAP
Attn: Michael Manuel, Chief Financial Officer
Phone: 321-217-7272
Email: mike@leapspace.one

Exhibit B

Module 3 - Preliminary Site Plan Configuration

Improvements and depiction are accurate as of the date created.





The Tenant and all Based Businesses will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. Comprehensive General Liability

In the amount of not less than one million dollars combined single limit. Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability
- D. City of Pueblo as Additional Insured
- E. Waiver of Subrogation in favor of City of Pueblo

II. Comprehensive Automobile Liability

In the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage.

Coverage to include:

- A. City of Pueblo as Additional Insured.
- B. Waiver of Subrogation in favor of City of Pueblo

III. Employers Liability, Worker's Compensation and Unemployment Insurance

The Tenant shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under this contract. Coverage to include:

- Waiver of Subrogation in favor of City of Pueblo
- General Liability \$1,000,000.00 per occurrence
- Lessee shall also guarantee that Lessee's guests have minimum insurance coverage as follows:
 - \$50,000 Bodily Injury, \$100,000 Per Incident, and \$30,000 Property Damage.

Certificate of Insurance

The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include that the tenant's policy is primary and will not seek contributions from the Landlord and that the City of Pueblo is listed as "additional insured". **The name of the Lease, address and expiration date must appear on the certificate of insurance.**

Certificate Wording: City of Pueblo and all of its board, officers, employees, and agents are included as additional insureds on a primary and non-contributory basis on all applicable policies listed on this certificate. A waiver of subrogation is extended to City of Pueblo on all applicable policies listed on this certificate.

- a. Underwriters shall have no right of recovery or subrogation against City of Pueblo; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- b. The clause entitled "Other Insurance Provisions" contained in any policy including City of Pueblo as an additional named insured shall not apply to City of Pueblo.
- c. The insurance companies issuing the policy or policies shall have no recourse against City of Pueblo for payment of any premiums due or for any assessments under any form or any policy.
- d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.
- e. All insurance coverage shall be placed with insurance companies having no less than an A- AM Best Rating.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification. Landlord reserves the right to review and modify the insurance requirements, including limits, based upon the passage of time, changes in the nature of the risk or other relevant circumstances.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE FIXING THE MONTHLY SALARIES OF THE PRESIDENT AND MEMBERS OF CITY COUNCIL AT \$1,800 AND \$1,400 RESPECTIVELY

SUMMARY:

At the request of Councilman Flores, the attached proposed Ordinance increases the salary of the President of City Council from \$900 to \$1,800 per month and increases the salary of the other members of City Council from \$700 to \$1,400 per month, effective January 1, 2026.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

According to data provided by the Federal Reserve Bank, due to inflation, in 1997 \$700.00 is the equivalent to \$1,405.40 in 2025. As required by Sec. 2-1 of the City Charter, the monthly salary of the current President and Members of City Council enacting this Ordinance will not be increased during his or her current term of office.

FINANCIAL IMPLICATIONS:

There will be no fiscal impact to the current FY 2025 budget. The proposed Ordinance takes effect on January 1, 2026.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends that Council consider the proposed Ordinance on first reading, and if approved, set the proposed Ordinance for a public hearing and consideration on second reading.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE FIXING THE MONTHLY SALARIES OF THE PRESIDENT AND MEMBERS OF CITY COUNCIL AT \$1,800 AND \$1,400 RESPECTIVELY

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

WHEREAS, according to data provided by the Federal Reserve Bank, due to inflationary factors \$700.00 in 1997 is the equivalent of \$1,405.40 in 2025; NOW, THEREFORE,

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

SECTION 1.

Pursuant to Section 2-1 of the Charter of the City of Pueblo, a Colorado municipal corporation, the monthly salary of the President and Members of the Pueblo City Council are hereby fixed and established in the following amounts effective January 1, 2026:

President of City Council	\$1,800
Member of City Council	\$1,400

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,321,304 TO WILDCAT CONSTRUCTION CO., INC., FOR PROJECT NO. 25-046, CONSTRUCTION OF THE MEL HARMON DRIVE BRIDGE IMPROVEMENTS, SETTING FORTH \$198,546 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Wildcat Construction Co., Inc., for Project No. 25-046, Construction of the Mel Harmon Drive Bridge Improvements.

PREVIOUS COUNCIL ACTION:

Ordinance 9205 (November 27, 2017) adopted the City of Pueblo 2018 Budget, which budgeted \$150,000.00 for this Account Project (HU1802).

Ordinance 9373 (November 26, 2018) adopted the City of Pueblo 2019 Budget, which budgeted an additional \$300,000.00 for the same account project.

Ordinance 9618 (December 26, 2019) approved an intergovernmental agreement between the City of Pueblo and the State of Colorado, accepted grant funds from FHWA and budgeted and appropriated funds in the amount of \$418,701.00 with a local match of \$104,675.00.

Ordinance 10902 (February 24, 2025) approved Amendment No. 1 to an intergovernmental agreement between the City of Pueblo and the State of Colorado, accepting additional grant funds from FHWA and budgeted and appropriated funds in the amount of \$797,179.00.

BACKGROUND:

The Mel Harmon Drive Bridge was constructed in 1976, and it spans Pueblo Mall Drive and the Union Pacific Railroad Tracks. Recent Bridge Inspection Reports have recommended that rehabilitation shall include the following tasks to preserve the structure: resurface the bridge deck, address settlement issues/mud jack slope pavement, remove and replace noncompliant bridge railing, modify approach rails, remove and replace damaged curb and gutter and sidewalk, remove vegetation, etc.

In 2018, the City was awarded a grant from the FHWA in the amount of \$418,701.00 to aid in the rehabilitation of this bridge. The source of the funds that were budgeted and appropriated in the 2018 and 2019 City of Pueblo annual budget is the FASTER Bill portion of the City's Highway User Tax Fund (HUTF). In late 2024, the City was awarded supplemental funds, in the amount of \$797,179.00, from the Off-System Bridge Program due to the engineers' estimate exceeding the amount of funding available.

This Resolution awards the construction contract to Wildcat Construction Co., Inc.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$1,520,150.00 (contract and contingencies) will be paid from Account Project HU1802, Bridge Overlay - Mel Harmon Drive.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-046 Bid Summary

RESOLUTION NO.16036

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,321,304 TO WILDCAT CONSTRUCTION CO., INC., FOR PROJECT NO. 25-046, CONSTRUCTION OF THE MEL HARMON DRIVE BRIDGE IMPROVEMENTS, SETTING FORTH \$198,546 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-046, Construction of Mel Harmon Drive Bridge Improvements have been received and examined; and,

WHEREAS, the proposal of Wildcat Construction Co., 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. 25-046, Construction of Mel Harmon Drive Bridge Improvements to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-046, Construction of Mel Harmon Drive Bridge Improvements, to be performed, and the contract for said project is hereby awarded to Wildcat Construction Co, Inc., in the amount of \$1,321,304.00.

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.....\$198,546.00

SECTION 4.

Funds for Project No. 25-046, in the amount of \$1,520,150.00, shall be from Account Project HU1802, Bridge Overlay - Mel Harmon Drive.

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.

The Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 23, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 25-046 (HU1802), CDOT BRO M086-079 (22616)
Rehabilitation of Mel Harmon Drive Bridge
RESPONSE DEADLINE: June 5, 2025 at 10:30 am
Report Generated: Thursday, June 5, 2025

VENDOR TOTALS

Vendor	Base Bid	Allowances	Bid Alternate 1	Bid Alternate 2	Bid Alternate 3	Total
Wildcat Construction Co., Inc.	\$1,253,804.00	\$67,500.00	\$114,515.00	\$248,090.50	\$190.00	\$1,684,099.50
TLM Constructors, Inc	\$1,298,122.05	\$67,500.00	\$112,290.00	\$256,972.00	\$266.00	\$1,735,150.05
Myers & Sons Construction, LLC	\$1,620,572.45	\$67,500.00	\$104,065.00	\$285,332.00	\$165.00	\$2,077,634.45
Siete, Inc	\$2,012,159.00	\$67,500.00	\$114,800.00	\$276,033.00	\$215.00	\$2,470,707.00

EVALUATION TABULATION

IFB No. 25-046 (HU1802), CDOT BRO M086-079 (22616)

Rehabilitation of Mel Harmon Drive Bridge

BASE BID

Base Bid					Myers & Sons Construction, LLC			Siete, Inc			TLM Constructors, Inc			Wildcat Construction Co., Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number
X	1	Clearing and Grubbing	1	LS	\$20,000.00	\$20,000.00	201-00000	\$50,000.00	\$50,000.00	201-00000	\$8,950.00	\$8,950.00	201-00000	\$8,800.00	\$8,800.00	201-00000
X	2	Removal of Slope Paving	40	SY	\$720.00	\$28,800.00	202-00026	\$350.00	\$14,000.00	202-00026	\$295.00	\$11,800.00	202-00026	\$280.00	\$11,200.00	202-00026
X	3	Removal of Steel Drain Pipe	74	LF	\$100.00	\$7,400.00	202-00035	\$55.00	\$4,070.00	202-00035	\$38.00	\$2,812.00	202-00035	\$31.00	\$2,294.00	202-00035
X	4	Removal of Sidewalk	25	SY	\$120.00	\$3,000.00	202-00200	\$100.00	\$2,500.00	202-00200	\$488.05	\$12,201.25	202-00200	\$62.00	\$1,550.00	202-00200
X	5	Removal of Asphalt Mat	2603	SY	\$15.00	\$39,045.00	202-00220	\$24.00	\$62,472.00	202-00220	\$3.75	\$9,761.25	202-00220	\$28.00	\$72,884.00	202-00220
X	6	Removal of Bridge Rail (Traffic Combination Rail)	237	LF	\$300.00	\$71,100.00	202-00426	\$55.00	\$13,035.00	202-00426	\$185.00	\$43,845.00	202-00426	\$28.00	\$6,636.00	202-00426
X	7	Removal of Bridge Rail (Steel Pedestrian Rail)	237	LF	\$60.00	\$14,220.00	202-00426	\$65.00	\$15,405.00	202-00426	\$65.00	\$15,405.00	202-00426	\$28.00	\$6,636.00	202-00426
X	8	Removal of Guardrail	200	LF	\$25.00	\$5,000.00	202-01130	\$25.00	\$5,000.00	202-01130	\$23.50	\$4,700.00	202-01130	\$13.00	\$2,600.00	202-01130

EVALUATION TABULATION

IFB No. 25-046 (HU1802), CDOT BRO M086-079 (22616)

Rehabilitation of Mel Harmon Drive Bridge

Base Bid					Myers & Sons Construction, LLC			Siete, Inc			TLM Constructors, Inc			Wildcat Construction Co., Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number
X	9	Plug 12" Sloped Drain Pipe and Fill with Flow Fill	1	EACH	\$6,000.00	\$6,000.00	202-04000	\$3,500.00	\$3,500.00	202-04000	\$8,900.00	\$8,900.00	202-04000	\$5,700.00	\$5,700.00	202-04000
X	10	Sawing Concrete (Top of wingwalls)	40	LF	\$125.00	\$5,000.00	202-05019	\$300.00	\$12,000.00	202-05019	\$42.00	\$1,680.00	202-05019	\$58.00	\$2,320.00	202-05019
X	11	Structure Excavation	298	CY	\$100.00	\$29,800.00	206-00000	\$175.00	\$52,150.00	206-00000	\$32.00	\$9,536.00	206-00000	\$39.00	\$11,622.00	206-00000
X	12	Structure Backfill (Flow-Fill)	259	CY	\$450.00	\$116,550.00	206-00065	\$300.00	\$77,700.00	206-00065	\$365.00	\$94,535.00	206-00065	\$310.00	\$80,290.00	206-00065
X	13	Structure Backfill (Class 2)	39	CY	\$65.00	\$2,535.00	206-00200	\$350.00	\$13,650.00	206-00200	\$71.00	\$2,769.00	206-00200	\$100.00	\$3,900.00	206-00200
X	14	Topsoil (Onsite)	210	CY	\$18.00	\$3,780.00	207-00700	\$65.00	\$13,650.00	207-00700	\$36.00	\$7,560.00	207-00700	\$16.00	\$3,360.00	207-00700
X	15	Erosion Log Type 2 (12 Inch)	2050	LF	\$8.55	\$17,527.50	208-00008	\$18.00	\$36,900.00	208-00008	\$11.00	\$22,550.00	208-00008	\$9.00	\$18,450.00	208-00008
X	16	Silt Fence	1920	LF	\$3.20	\$6,144.00	208-00020	\$10.00	\$19,200.00	208-00020	\$5.00	\$9,600.00	208-00020	\$1.50	\$2,880.00	208-00020
X	17	Aggregate Bag	120	LF	\$15.00	\$1,800.00	208-00035	\$45.00	\$5,400.00	208-00035	\$18.00	\$2,160.00	208-00035	\$12.00	\$1,440.00	208-00035
X	18	Concrete Washout Structure	1	EACH	\$5,000.00	\$5,000.00	208-00045	\$4,000.00	\$4,000.00	208-00045	\$3,500.00	\$3,500.00	208-00045	\$970.00	\$970.00	208-00045

EVALUATION TABULATION

Public Improvement Invitation for Bid - Rehabilitation of Mel Harmon Drive Bridge

EVALUATION TABULATION

IFB No. 25-046 (HU1802), CDOT BRO M086-079 (22616)

Rehabilitation of Mel Harmon Drive Bridge

Base Bid					Myers & Sons Construction, LLC			Siete, Inc			TLM Constructors, Inc			Wildcat Construction Co., Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number
X	19	Storm Drain Inlet Protection (Type I)	100	LF	\$15.00	\$1,500.00	208-00051	\$35.00	\$3,500.00	208-00051	\$33.00	\$3,300.00	208-00051	\$15.00	\$1,500.00	208-00051
X	20	Sweeping (Sediment Removal)	24	HOURL	\$185.00	\$4,440.00	208-00106	\$125.00	\$3,000.00	208-00106	\$175.00	\$4,200.00	208-00106	\$350.00	\$8,400.00	208-00106
X	21	Seeding (Native) Broadcast	0.39	ACRE	\$7,605.00	\$2,965.95	212-00708	\$20,000.00	\$7,800.00	212-00708	\$9,500.00	\$3,705.00	212-00708	\$24,000.00	\$9,360.00	212-00708
X	22	Turf Reinforcement Mat (Class 1)	620	SY	\$8.35	\$5,177.00	216-00301	\$15.00	\$9,300.00	216-00301	\$12.00	\$7,440.00	216-00301	\$10.00	\$6,200.00	216-00301
X	23	Hot Mix Asphalt (Grading SX)(75)(PG 64-22)	267	TON	\$150.00	\$40,050.00	403-34742	\$175.00	\$46,725.00	403-34742	\$178.00	\$47,526.00	403-34742	\$190.00	\$50,730.00	403-34742
X	24	Riprap Pads	2	CY	\$1,500.00	\$3,000.00	506-00000	\$2,000.00	\$4,000.00	506-00000	\$2,300.00	\$4,600.00	506-00000	\$240.00	\$480.00	506-00000
X	25	Concrete Slope Paving	5	CY	\$2,750.00	\$13,750.00	507-00000	\$3,500.00	\$17,500.00	507-00000	\$3,015.00	\$15,075.00	507-00000	\$1,600.00	\$8,000.00	507-00000
X	26	Slab Jacking	50	CY	\$1,100.00	\$55,000.00	601-10250	\$1,300.00	\$65,000.00	601-10250	\$1,550.00	\$77,500.00	601-10250	\$1,500.00	\$75,000.00	601-10250
X	27	Temporary Shielding	1	LS	\$100,000.00	\$100,000.00	509-08000	\$75,000.00	\$75,000.00	509-08000	\$145,000.00	\$145,000.00	509-08000	\$84,000.00	\$84,000.00	509-08000

EVALUATION TABULATION

Public Improvement Invitation for Bid - Rehabilitation of Mel Harmon Drive Bridge

EVALUATION TABULATION

IFB No. 25-046 (HU1802), CDOT BRO M086-079 (22616)

Rehabilitation of Mel Harmon Drive Bridge

Base Bid					Myers & Sons Construction, LLC			Siete, Inc			TLM Constructors, Inc			Wildcat Construction Co., Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number
X	28	Base Plate/Anchor Repair	6	EACH	\$3,000.00	\$18,000.00	512-00118	\$6,000.00	\$36,000.00	512-00118	\$650.00	\$3,900.00	512-00118	\$2,600.00	\$15,600.00	512-00118
X	29	Waterproofing Membrane	1282	SY	\$25.00	\$32,050.00	515-00120	\$30.00	\$38,460.00	515-00120	\$32.00	\$41,024.00	515-00120	\$28.00	\$35,896.00	515-00120
X	30	Concrete Class D (Approach Slab/Sleeper Slab/Sidewalk)	64	CY	\$2,100.00	\$134,400.00	601-03041	\$2,300.00	\$147,200.00	601-03041	\$725.00	\$46,400.00	601-03041	\$1,600.00	\$102,400.00	601-03041
X	31	Concrete (Patching)	595	SF	\$300.00	\$178,500.00	601-06150	\$200.00	\$119,000.00	601-06150	\$42.00	\$24,990.00	601-06150	\$23.00	\$13,685.00	601-06150
X	32	Drill and Grout Dowels (Railings and Approach Slabs)	1411	EACH	\$35.00	\$49,385.00	601-10400	\$165.00	\$232,815.00	601-10400	\$8.65	\$12,205.15	601-10400	\$46.00	\$64,906.00	601-10400
X	33	Infill Existing Drain (Includes welded studs, plugged outlet, concrete infill)	2	EACH	\$3,500.00	\$7,000.00	601-25750	\$6,000.00	\$12,000.00	601-25750	\$220.00	\$440.00	601-25750	\$2,200.00	\$4,400.00	601-25750
X	34	Reinforcing Steel (Epoxy Coated)	8992	LB	\$1.50	\$13,488.00	602-00020	\$6.00	\$53,952.00	602-00020	\$2.45	\$22,030.40	602-00020	\$4.00	\$35,968.00	602-00020
X	35	Guardrail Type 3 (6-3 Post Spacing)	100	LF	\$55.00	\$5,500.00	606-00301	\$55.00	\$5,500.00	606-00301	\$62.00	\$6,200.00	606-00301	\$65.00	\$6,500.00	606-00301

EVALUATION TABULATION

Public Improvement Invitation for Bid - Rehabilitation of Mel Harmon Drive Bridge

EVALUATION TABULATION

IFB No. 25-046 (HU1802), CDOT BRO M086-079 (22616)

Rehabilitation of Mel Harmon Drive Bridge

Base Bid					Myers & Sons Construction, LLC			Siete, Inc			TLM Constructors, Inc			Wildcat Construction Co., Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number
X	36	Transition Type 3G	4	EACH	\$5,000.00	\$20,000.00	606-01370	\$5,500.00	\$22,000.00	606-01370	\$5,600.00	\$22,400.00	606-01370	\$5,900.00	\$23,600.00	606-01370
X	37	Transition Type BR10M-GR3	4	EACH	\$6,200.00	\$24,800.00	606-01400	\$7,500.00	\$30,000.00	606-01400	\$11,900.00	\$47,600.00	606-01400	\$7,900.00	\$31,600.00	606-01400
X	38	Bridge Rail Type 10Mash	481	LF	\$470.00	\$226,070.00	606-11035	\$200.00	\$96,200.00	606-11035	\$300.00	\$144,300.00	606-11035	\$240.00	\$115,440.00	606-11035
X	39	Fence Chain Link (Special) (60 Inch) (Includes Connection Bands)	336	LF	\$45.00	\$15,120.00	607-53161	\$50.00	\$16,800.00	607-53161	\$52.00	\$17,472.00	607-53161	\$52.00	\$17,472.00	607-53161
X	40	Construction Surveying	1	LS	\$20,000.00	\$20,000.00	625-00000	\$25,000.00	\$25,000.00	625-00000	\$22,000.00	\$22,000.00	625-00000	\$23,000.00	\$23,000.00	625-00000
X	41	Mobilization	1	LS	\$160,000.00	\$160,000.00	626-00000	\$240,000.00	\$240,000.00	626-00000	\$156,000.00	\$156,000.00	626-00000	\$47,000.00	\$47,000.00	626-00000
X	42	Thermoplastic Pavement Marking	425	SF	\$35.00	\$14,875.00	627-00002	\$15.00	\$6,375.00	627-00002	\$20.00	\$8,500.00	627-00002	\$19.00	\$8,075.00	627-00002
X	43	Railroad Flagging	25	DAY	\$1,800.00	\$45,000.00	630-00010	\$3,600.00	\$90,000.00	630-00010	\$2,000.00	\$50,000.00	630-00010	\$1,900.00	\$47,500.00	630-00010
X	44	Traffic Control LS	1	LS	\$45,000.00	\$45,000.00	630-00016	\$200,000.00	\$200,000.00	630-00016	\$85,250.00	\$85,250.00	630-00016	\$170,000.00	\$170,000.00	630-00016
X	45	Removal of Curb and Gutter	40	L F	\$20.00	\$800.00	202-00203	\$45.00	\$1,800.00	202-00203	\$65.00	\$2,600.00	202-00203	\$20.00	\$800.00	202-00203

EVALUATION TABULATION

Public Improvement Invitation for Bid - Rehabilitation of Mel Harmon Drive Bridge

EVALUATION TABULATION

IFB No. 25-046 (HU1802), CDOT BRO M086-079 (22616)

Rehabilitation of Mel Harmon Drive Bridge

Base Bid					Myers & Sons Construction, LLC			Siete, Inc			TLM Constructors, Inc			Wildcat Construction Co., Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number
X	46	Curb and Gutter (Special - City Standard)	40	LF	\$50.00	\$2,000.00	609-21910	\$65.00	\$2,600.00	609-21910	\$105.00	\$4,200.00	609-21910	\$69.00	\$2,760.00	609-21910
Total						\$1,620,572.45			\$2,012,159.00			\$1,298,122.05			\$1,253,804.00	

ALLOWANCES

These items are for the UPRR and are amounts to be included in the bid. Please see Special Provisions for Allowance Provisions

Allowances					Myers & Sons Construction, LLC		Siete, Inc		TLM Constructors, Inc		Wildcat Construction Co., Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	47	Railroad Insurance	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
X	48	Railroad Construction Oversight	1	LS	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
X	49	Obtaining the Maintenance Consent Letter (MCL)	1	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Total						\$67,500.00		\$67,500.00		\$67,500.00		\$67,500.00

EVALUATION TABULATION

IFB No. 25-046 (HU1802), CDOT BRO M086-079 (22616)

Rehabilitation of Mel Harmon Drive Bridge

BID ALTERNATE 1 - FULL-LENGTH APPROACH GUARDRAIL REPLACEMENT

Bid Alternate 1 - Full-length Approach Guardrail Replacement					Myers & Sons Construction, LLC			Siete, Inc			TLM Constructors, Inc			Wildcat Construction Co., Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number
X	50	Removal of Guardrail (Excludes base bid)	1085	LF	\$11.00	\$11,935.00	202-01130	\$25.00	\$27,125.00	202-01130	\$12.00	\$13,020.00	202-01130	\$13.00	\$14,105.00	202-01130
X	51	Guardrail Type 3 (6-3 Post Spacing)	1085	LF	\$58.00	\$62,930.00	606-00301	\$55.00	\$59,675.00	606-00301	\$62.00	\$67,270.00	606-00301	\$66.00	\$71,610.00	606-00301
X	52	End Anchorage (Flared)	4	EACH	\$7,300.00	\$29,200.00	606-02005	\$7,000.00	\$28,000.00	606-02005	\$8,000.00	\$32,000.00	606-02005	\$7,200.00	\$28,800.00	606-02005
Total						\$104,065.00			\$114,800.00			\$112,290.00			\$114,515.00	

EVALUATION TABULATION
 IFB No. 25-046 (HU1802), CDOT BRO M086-079 (22616)
 Rehabilitation of Mel Harmon Drive Bridge

BID ALTERNATE 2 - APPROACH ASPHALT MILL/OVERLAY

Bid Alternate 2 - Approach Asphalt Mill/Overlay					Myers & Sons Construction, LLC			Siete, Inc			TLM Constructors, Inc			Wildcat Construction Co., Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number
X	53	Removal of Asphalt Mat	7023	SY	\$8.00	\$56,184.00	202-00220	\$11.00	\$77,253.00	202-00220	\$4.00	\$28,092.00	202-00220	\$5.50	\$38,626.50	202-00220
X	54	Hot Mix Asphalt (Grading SX)(75)(PG 64-22)	1356	TON	\$133.00	\$180,348.00	403-34742	\$125.00	\$169,500.00	403-34742	\$140.00	\$189,840.00	403-34742	\$130.00	\$176,280.00	403-34742
X	55	Thermoplastic Pavement Marking	1952	SF	\$25.00	\$48,800.00	627-00002	\$15.00	\$29,280.00	627-00002	\$20.00	\$39,040.00	627-00002	\$17.00	\$33,184.00	627-00002
Total						\$285,332.00			\$276,033.00			\$256,972.00		\$248,090.50		

BID ALTERNATE 3 - NEST REMOVAL

Bid Alternate 3 - Nest Removal					Myers & Sons Construction, LLC		Siete, Inc		TLM Constructors, Inc		Wildcat Construction Co., Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	56	Removal of Nests (Per Hour)	1	HOUR	\$150.00	\$150.00	\$195.00	\$195.00	\$250.00	\$250.00	\$150.00	\$150.00
X	57	Netting	1	SY	\$15.00	\$15.00	\$20.00	\$20.00	\$16.00	\$16.00	\$40.00	\$40.00
Total							\$165.00		\$215.00		\$266.00	\$190.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Myers & Sons Construction, LLC	Siete, Inc	TLM Constructors, Inc	Wildcat Construction Co., Inc.
BID GUARANTEE	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass
SAM.gov REGISTRATION	Pass	Pass	Fail	Pass
ACKNOWLEDGEMENTS				
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass
REQUIRED WORK BY GENERAL CONTRACTOR:	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENT OF PREVAILING WAGES & ADDITIONAL WAGE CLASSIFICATION RESPONSIBILITY	Pass	Pass	Pass	Pass
CERTIFICATION OF NONSEGREGATED FACILITIES	Pass	Pass	Pass	Pass

EVALUATION TABULATION
 IFB No. 25-046 (HU1802), CDOT BRO M086-079 (22616)
 Rehabilitation of Mel Harmon Drive Bridge

Question Title	Myers & Sons Construction, LLC	Siete, Inc	TLM Constructors, Inc	Wildcat Construction Co., Inc.
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass
CERTIFICATIONS				
CERTIFICATION STATEMENT	Pass	Pass	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response	No Response
CDOT Forms				
Anti-Collusion Affidavit (CDOT Form 606)	Pass	Pass	Pass	Pass
Anticipated DBE Participation Plan (CDOT Form 1414)	Pass	Pass	Pass	Pass
CDOT FORMS REQUIRED FROM APPARENT LOWEST/MOST RESPONSIVE BIDDER	Pass	Pass	Pass	Pass



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION ESTABLISHING A NEW ACCOUNT PROJECT HU2502 ASPHALT IMPROVEMENTS WEST 6TH STREET; TRANSFERRING FUNDS IN THE AMOUNT OF \$513,582.30 FROM ACCOUNT PROJECT HUAN01 STREET RESURFACING AND DEPOSITING AND BUDGETING AND APPROPRIATING SAID FUNDS INTO ACCOUNT PROJECT HU2502; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$607,699.80 TO TONY J. BELTRAMO & SONS, INC., FOR PROJECT NO. 25-053, ASPHALT IMPROVEMENTS WEST 6TH STREET, SETTING FORTH \$95,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Tony J. Beltramo & Sons, Inc., for Project No. 25-053 Asphalt Improvements - West 6th Street.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The project will consist of asphalt milling, overlay, traffic striping, and a sanitary sewer repair to West 6th Street from Interstate 25 to Midtown Circle. This Resolution awards the construction contract to Tony J. Beltramo & Sons, Inc. It also establishes a new Account Project HU2502 - Asphalt Improvements - West 6th Street and transfers project funds from Account Project HUAN01 - Street Resurfacing into said account.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$513,582.30 will be transferred from Account Project HUAN01, Street Resurfacing into Account Project HU2502 - Asphalt Improvements - West 6th Street.

Funding for the asphalt improvements, in the amount of \$443,582.30 plus \$70,000.00 for contingencies, shall be paid from Account Project HU2502.

Funding for the wastewater improvements, in the amount of \$164,117.50 plus \$25,000.00 for contingencies, will be paid from Account Project WWAN01 Small Main Rehab.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution will prevent the transfer of funds and cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-053 Bid Summary

RESOLUTION NO.16037

A RESOLUTION ESTABLISHING A NEW ACCOUNT PROJECT HU2502 ASPHALT IMPROVEMENTS WEST 6TH STREET; TRANSFERRING FUNDS IN THE AMOUNT OF \$513,582.30 FROM ACCOUNT PROJECT HUAN01 STREET RESURFACING AND DEPOSITING AND BUDGETING AND APPROPRIATING SAID FUNDS INTO ACCOUNT PROJECT HU2502; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$607,699.80 TO TONY J. BELTRAMO & SONS, INC., FOR PROJECT NO. 25-053, ASPHALT IMPROVEMENTS WEST 6TH STREET, SETTING FORTH \$95,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-053 Asphalt Improvements - West 6th Street have been received and examined; and,

WHEREAS, the proposal of Tony J. Beltramo & Sons, Inc., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-053 Asphalt Improvements - West 6th Street to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Account Project HU2502 - Asphalt Improvements - West 6th Street is hereby established.

SECTION 2.

Funds in the amount of \$513,582.30 are hereby transferred from Account Project HUAN01 - Street Resurfacing and deposited and budgeted and appropriated into Account Project HU2502 - Asphalt Improvements - West 6th Street.

SECTION 3.

The City Council authorizes Project No. 25-053 Asphalt Improvements - West 6th Street to be performed, and the contract for said project is hereby awarded to Tony J. Beltramo & Sons, Inc., in the amount of \$607,699.80.

SECTION 4.

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 5.

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

Contingencies and Additional Work.....\$95,000.00

SECTION 6.

Funds for Project No. 25-053, for asphalt improvements, in the amount of \$513,582.30 (\$443,582.30 + \$70,000.00 for contingencies and additional work), shall be from Account Project HU2502, Asphalt Improvements - West 6th Street.

SECTION 7.

Funds for Project No. 25-053, for wastewater improvements, in the amount of \$189,117.50 (\$164,117.50 + \$25,000.00 for contingencies and additional work), shall be from Account Project WWAN01, Small Main Rehab.

SECTION 8.

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 9.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 23, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

DocuSigned by:
[Signature]
7C02EBDFEC3D43C...



City of Pueblo
Purchasing

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

EVALUATION TABULATION
IFB No. 25-053 (HUAN01, WWAN01)
Asphalt Improvements - West 6th Street
RESPONSE DEADLINE: June 11, 2025 at 10:00 am
Report Generated: Wednesday, June 11, 2025

VENDOR TOTALS

Vendor	BASE BID - ASPHALT IMPROVEMENTS	BASE BID - SANITARY SEWER REPAIRS	Total
Tony J Beltramo & Sons, Inc.	\$443,582.30	\$164,117.50	\$607,699.80
Martin Marietta Materials, Inc.	\$481,763.70	\$177,110.00	\$658,873.70
Oldcastle SW Group Inc dba United Companies	\$504,345.25	\$170,725.00	\$675,070.25
Elite Surface Infrastructure	\$493,433.20	\$248,701.25	\$742,134.45

EVALUATION TABULATION
 IFB No. 25-053 (HUAN01, WWAN01)
 Asphalt Improvements - West 6th Street

BASE BID - ASPHALT IMPROVEMENTS

BASE BID - ASPHALT IMPROVEMENTS					Elite Surface Infrastructure		Martin Marietta Materials, Inc.		Oldcastle SW Group Inc dba United Companies		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Asphalt Cold mill Planing ± 2 inches	19885	S.Y.	\$2.55	\$50,706.75	\$2.05	\$40,764.25	\$2.75	\$54,683.75	\$2.50	\$49,712.50
X	2	Install HMA SX PG 64-28 Asphalt Overlay	2187	TON	\$128.90	\$281,904.30	\$109.60	\$239,695.20	\$114.00	\$249,318.00	\$97.40	\$213,013.80
X	3	Adjust Sanitary Manholes to Finished Grade	21	EA.	\$95.00	\$1,995.00	\$1,480.00	\$31,080.00	\$1,350.00	\$28,350.00	\$1,300.00	\$27,300.00
X	4	Adjust Stormwater Manholes to Finished Grade	9	EA.	\$95.00	\$855.00	\$493.00	\$4,437.00	\$1,350.00	\$12,150.00	\$1,300.00	\$11,700.00
X	5	Adjust Water Valves to Finished Grade	20	EA.	\$60.00	\$1,200.00	\$221.90	\$4,438.00	\$200.00	\$4,000.00	\$300.00	\$6,000.00
X	6	Adjust Survey Boxes to Finished Grade	1	EA.	\$80.00	\$80.00	\$444.00	\$444.00	\$350.00	\$350.00	\$300.00	\$300.00
X	7	Vehicle Towing Allowance	1	EA.	\$104.40	\$104.40	\$111.50	\$111.50	\$350.00	\$350.00	\$100.00	\$100.00
X	8	Install Pavement Markings per City Plan (Inlaid Epoxy 4" White)	423	S.F.	\$5.33	\$2,254.59	\$2.50	\$1,057.50	\$4.30	\$1,818.90	\$4.00	\$1,692.00
X	9	Install Pavement Markings per City Plan (Inlaid Epoxy 8" White)	720	S.F.	\$5.33	\$3,837.60	\$2.50	\$1,800.00	\$4.30	\$3,096.00	\$4.00	\$2,880.00
X	10	Install Pavement Markings per City Plan (Inlaid Epoxy 4" Yellow)	732	S.F.	\$5.33	\$3,901.56	\$2.50	\$1,830.00	\$4.30	\$3,147.60	\$4.00	\$2,928.00
X	11	Install Thermoplastic Markings per City Plan (Arrows)	124	S.F.	\$25.60	\$3,174.40	\$21.75	\$2,697.00	\$21.50	\$2,666.00	\$20.00	\$2,480.00
X	12	Install Thermoplastic Markings per City Plans (X-Walk)	1700	S.F.	\$22.76	\$38,692.00	\$19.55	\$33,235.00	\$14.00	\$23,800.00	\$13.00	\$22,100.00

EVALUATION TABULATION
 IFB No. 25-053 (HUAN01, WWAN01)
 Asphalt Improvements - West 6th Street

BASE BID - ASPHALT IMPROVEMENTS					Elite Surface Infrastructure		Martin Marietta Materials, Inc.		Oldcastle SW Group Inc dba United Companies		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	13	Install Thermoplastic Markings per City Plans (Stop Bars)	685	S.F.	\$22.76	\$15,590.60	\$19.55	\$13,391.75	\$14.00	\$9,590.00	\$13.00	\$8,905.00
X	14	Asphalt Patching (3-inches)	500	S.F.	\$9.60	\$4,800.00	\$3.75	\$1,875.00	\$3.50	\$1,750.00	\$6.00	\$3,000.00
X	15	Asphalt Patching (3-inches HMA on 8-inches ABC)	500	S.F.	\$12.35	\$6,175.00	\$8.75	\$4,375.00	\$13.25	\$6,625.00	\$7.20	\$3,600.00
X	16	CLASS 6 BASE MATERIALS (PLACE AND COMPACT)	50	TON	\$41.70	\$2,085.00	\$34.35	\$1,717.50	\$103.00	\$5,150.00	\$30.00	\$1,500.00
X	17	Erosion and Sediment Control	1	L.S.	\$4,477.00	\$4,477.00	\$7,415.00	\$7,415.00	\$5,500.00	\$5,500.00	\$1,500.00	\$1,500.00
X	18	Traffic Control	1	L.S.	\$40,532.00	\$40,532.00	\$60,000.00	\$60,000.00	\$42,000.00	\$42,000.00	\$45,700.00	\$45,700.00
X	19	Mobilization	1	L.S.	\$31,068.00	\$31,068.00	\$31,400.00	\$31,400.00	\$50,000.00	\$50,000.00	\$39,171.00	\$39,171.00
Total						\$493,433.20		\$481,763.70		\$504,345.25		\$443,582.30

EVALUATION TABULATION
 IFB No. 25-053 (HUAN01, WWAN01)
 Asphalt Improvements - West 6th Street

BASE BID - SANITARY SEWER REPAIRS

BASE BID - SANITARY SEWER REPAIRS					Elite Surface Infrastructure		Martin Marietta Materials, Inc.		Oldcastle SW Group Inc dba United Companies		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove & Replace 12" RCP to 12" PVC Pipe	350	LF	\$197.58	\$69,153.00	\$245.35	\$85,872.50	\$250.00	\$87,500.00	\$220.00	\$77,000.00
X	2	Reinstate Services with Wye or Tee fitting	1	EA	\$3,035.00	\$3,035.00	\$2,007.00	\$2,007.00	\$1,900.00	\$1,900.00	\$1,800.00	\$1,800.00
X	3	Remove & Replace 48" Manhole	2	EA	\$13,771.00	\$27,542.00	\$8,365.00	\$16,730.00	\$8,000.00	\$16,000.00	\$7,500.00	\$15,000.00
X	4	Bypass Pumping	1	LS	\$43,677.00	\$43,677.00	\$6,355.00	\$6,355.00	\$5,800.00	\$5,800.00	\$5,700.00	\$5,700.00
X	5	Tracer Wire Installation	1	LS	\$6,758.00	\$6,758.00	\$1,785.25	\$1,785.25	\$1,800.00	\$1,800.00	\$1,600.00	\$1,600.00
X	6	FlowFill	105	CY	\$215.25	\$22,601.25	\$206.35	\$21,666.75	\$185.00	\$19,425.00	\$185.00	\$19,425.00
X	7	Asphalt	350	LF	\$62.50	\$21,875.00	\$48.15	\$16,852.50	\$34.00	\$11,900.00	\$70.55	\$24,692.50
X	8	Mobilization	1	LS	\$27,520.00	\$27,520.00	\$5,575.00	\$5,575.00	\$12,000.00	\$12,000.00	\$10,200.00	\$10,200.00
X	9	Traffic Control	1	LS	\$20,266.00	\$20,266.00	\$17,566.00	\$17,566.00	\$12,000.00	\$12,000.00	\$6,300.00	\$6,300.00
X	10	Railroad Tracks to be Removed	2	EA	\$3,137.00	\$6,274.00	\$1,350.00	\$2,700.00	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00
Total						\$248,701.25		\$177,110.00		\$170,725.00		\$164,117.50

EVALUATION TABULATION
 IFB No. 25-053 (HUAN01, WWAN01)
 Asphalt Improvements - West 6th Street

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Elite Surface Infrastructure	Martin Marietta Materials, Inc.	Oldcastle SW Group Inc dba United Companies	Tony J Beltramo & Sons, Inc.
BID GUARANTEE	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS				
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass
CERTIFICATIONS				
CERTIFICATION STATEMENT	Pass	Pass	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response	No Response



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Roger Gomez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO COUNTY PICKLEBALL ASSOCIATION IN THE AMOUNT OF \$750 TO SPONSOR THE 2025 SOUTHERN COLORADO PICKLEBALL CHAMPIONSHIP AT MINERAL PALACE PARK FROM FRIDAY SEPTEMBER 12TH THROUGH SUNDAY SEPTEMBER 14TH

SUMMARY:

Attached for consideration is a request for support of the Pueblo County Pickleball Association in the amount of \$750 to sponsor the 2025 Southern Colorado Pickleball Championship at Mineral Palace Park from Friday September 12th through Sunday September 14th.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Roger Gomez is requesting \$750 to sponsor the Pueblo County Pickleball Association's 2025 Southern Colorado Pickleball Championship. The Southern Colorado Pickleball Championship will take place from Friday September 12th through Sunday September 14th at Mineral Palace Park.

The Pueblo County Pickleball Association (PCPA) is a nonprofit organization promoting Pickleball in the Pueblo County area of Southern Colorado. PCPA supports local government and Park and Recreation efforts to increase Pickleball courts and services in Pueblo County. Communities throughout Southern Colorado have experienced positive economic impact from their local Pickleball associations, and PCPA will work to provide the same benefit.

Their mission is to promote the development and growth of Pickleball in Pueblo County,

encourage social interaction, enhance the quality of health, fun, good sportsmanship and integrity through education, and training.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$750 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Pueblo County Pickleball Association.

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 Roger Gomez.

ATTACHMENTS:

1. Sponsorship Request - Pueblo County Pickleball
2. Secretary of State Pueblo County Pickleball Association
3. 2025 Contingencies (Council) Pueblo County Pickleball Association Tournament

RESOLUTION NO.16038

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO COUNTY PICKLEBALL ASSOCIATION IN THE AMOUNT OF \$750 TO SPONSOR THE 2025 SOUTHERN COLORADO PICKLEBALL CHAMPIONSHIP AT MINERAL PALACE PARK FROM FRIDAY SEPTEMBER 12TH THROUGH SUNDAY SEPTEMBER 14TH

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$750 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Pueblo County Pickleball Association to sponsor the 2025 Southern Colorado Pickleball Championship from time Mineral Palace Park from Friday September 12th through Sunday September 14th.

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: June 23, 2025

BY: Joe Latino
MEMBER OF CITY COUNCIL

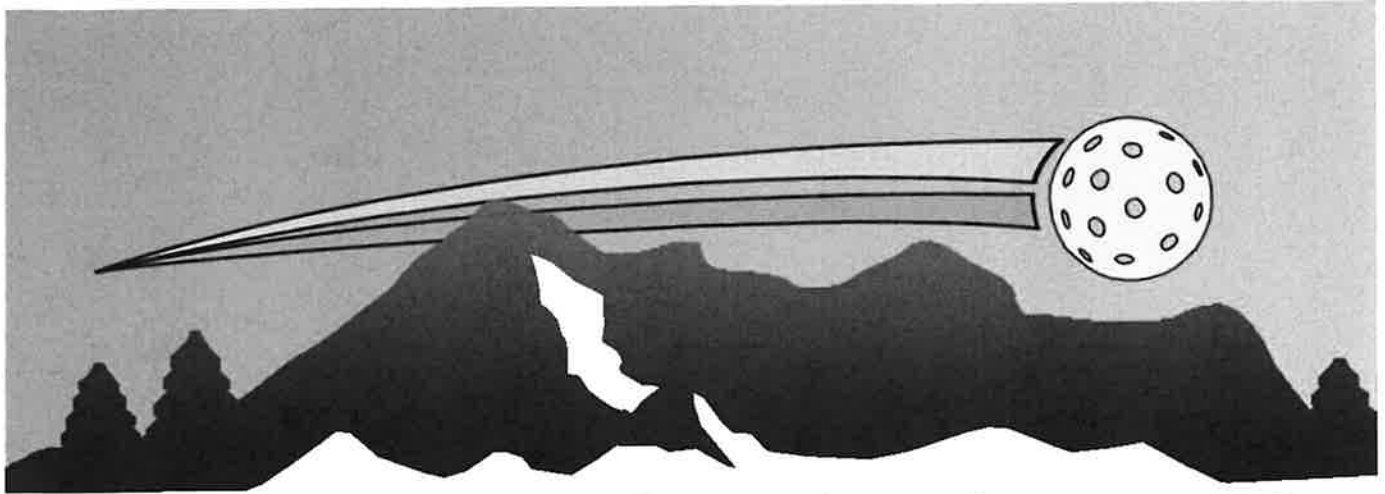
APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

From: RB coxen <bcoxen@msn.com>
Sent: Thursday, May 15, 2025 10:25 AM
To: Haley Robinson <HRobinson@pueblo.us>
Subject: [External] Pueblo County Pickelball Association

External email. Please use caution.

Haley,
My name is Roberta Coxen.
I'm a board member of the Pueblo County Pickelball Association.
I also am the Chair of our Sponsorship Committee.
We are a 501 (c) 3 Nonprofit working for the community.
We are holding our Tournament in September and are need the Counties Support as well as money.
Our ask is \$1000.00
for Court Sponsorship.
\$750.00 for Elite Gold
\$500.00 for Gold
We are reaching out to you.
Your name was passed on by a few friends.
I would like to sit down with you and share our goals and ideas.
I would gladly bring any and all info.
To present to you and the Council.
Thank you
Roberta Coxen
719-252-0695
Sent from my iPhone



Southern Colorado Pickleball Championship

Presented by the

**PUEBLO COUNTY PICKLEBALL
ASSOCIATION SEPTEMBER 2025**

Friday 12th - Womens Doubles

Saturday 13th - Mixed Doubles

Sunday 14th - Mens Doubles

To register and find additional information go to;

PickleballTournaments.com

Or Scan the QR code.

Registration Limited Register now!



Mineral Palace

Park

Pueblo Colorado



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,

Pueblo County Pickleball Association

is a

Nonprofit Corporation

formed or registered on 11/20/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20218090461 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/14/2025 that have been posted, and by documents delivered to this office electronically through 05/15/2025 @ 12:45:00 .

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 05/15/2025 @ 12:45:00 in accordance with applicable law. This certificate is assigned Confirmation Number 17304240 .



A handwritten signature in blue ink that reads "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."



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE PUEBLO RANGERS SOCCER CLUB. IN THE AMOUNT OF \$750 TO SPONSOR THE 2025 1ST ANNUAL GALA & SILENT AUCTION AT 5:00 PM AT THE ELKS LODGE AT 426 N. SANTA FE AVENUE ON FRIDAY, AUGUST 15TH, 2025

SUMMARY:

Attached for consideration is a request for support of the Pueblo Rangers Soccer Club in the amount of \$750 to sponsor a table for 10 at the 2025 1st Annual Gala & Silent Auction at 5:00 PM at the Elks Lodge at 426 N. Santa Fe Avenue on Friday, August 15th, 2025.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Regina Maestri is requesting \$750 to sponsor The Pueblo Rangers Soccer Club 2025 1st Annual Gala & Silent Auction. The 1st Annual Gala & Silent Auction will take on Friday, August 15th, 2025 at the Elks Lodge at 426 N. Santa Fe Avenue.

The club's mission is to provide access to competitive, developmental and recreational soccer programs with multiple age and skill levels, including programs for children with special needs in the Southern Colorado region. In addition to providing access to a high-quality soccer program, the organization hopes to instill in the players the ideals of fair play, respect for themselves and others. We hope to engage other groups who have similar interests to help soccer grow in Pueblo at all levels.

This benefit will help fund the development of the Pueblo Rangers Soccer Turf Complex

on Pueblo's west side.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$750 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to The Pueblo Rangers Soccer Club.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

This Resolution is at the request of Council Member Regina Maestri.

ATTACHMENTS:

1. Sponsorship Doc - Pueblo Rangers Soccer Club Flyer
2. SOS - Pueblo Rangers pulled 6.12.25
3. 2025 Contingencies (Council) Pueblo Rangers Soccer Club

RESOLUTION NO.16039

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE PUEBLO RANGERS SOCCER CLUB. IN THE AMOUNT OF \$750 TO SPONSOR THE 2025 1ST ANNUAL GALA & SILENT AUCTION AT 5:00 PM AT THE ELKS LODGE AT 426 N. SANTA FE AVENUE ON FRIDAY, AUGUST 15TH, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$750 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to The Pueblo Rangers Soccer Club to sponsor the 2025 1st Annual Gala & Silent Auction at 5:00 PM the Elks Lodge at 426 N. Santa Fe Avenue date.

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: June 23, 2025

BY: Joe Latino
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

PUEBLO RANGERS SOCCER CLUB
1st Annual
Gala & Silent Auction


starts
5:00PM

FRIDAY
15
AUGUST


ELKS LODGE
426 N Santa Fe Ave

Join us for a fun night networking, dinner and dancing.

Individual Tickets \$75 VIP \$150 Table \$750 (10 Guests)

All proceeds from this event will go toward the development of the Pueblo Rangers Turf Complex

RSVP

Contact Chris at 719-671-6530 or 719-542-2408
soccer.pueblorangers@gmail.com
before JULY 1ST, 2025



PUEBLO RANGERS SOCCER CLUB

635 W. Corona Ave Suite 113
Pueblo, CO 81004

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,

PUEBLO RANGERS SOCCER, INC.

is a

Nonprofit Corporation

formed or registered on 12/15/1983 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871549684 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/11/2025 that have been posted, and by documents delivered to this office electronically through 06/12/2025 @ 10:40:27 .

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 06/12/2025 @ 10:40:27 in accordance with applicable law. This certificate is assigned Confirmation Number 17394855 .



A handwritten signature in blue ink that reads "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."



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Joe Latino, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO MARIPOSA CENTER FOR SAFETY IN THE AMOUNT OF \$2,500 TO SPONSOR THE 24TH ANNUAL TRIBUTE TO WOMEN FROM 6-11 PM AT THE OLDE TOWN CARRIAGE HOUSE ON OCTOBER 11, 2025

SUMMARY:

Attached for consideration is a request for support of Mariposa Center for Safety in the amount of \$2,500 to sponsor the 24th Annual Tribute to Women from 6-11 PM at the Olde Town Carriage House on October 11, 2025. This sponsorship tier includes logo recognition in the event program, website & social media recognition, 12 tickets to the event, and 24 drink tickets.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2024 for \$1,000, and in 2018, 2019 and 2020 for \$500.

BACKGROUND:

City Council Member Joe Latino is requesting \$2,500 to sponsor Mariposa Center for Safety's 24th Annual Tribute to Women. The tribute will take place on October 11, 2025, 6-11 PM at the Olde Town Carriage House.

Mariposa Center for Safety's mission is to empower survivors of domestic violence, abuse, and human trafficking through increasing self-sufficiency and self-worth, education, prevention, victim advocacy, and by offering emergency services, provisions, and shelter. They provide shelter to victims of abuse and offer a space where parents and children who have experienced family violence can have child visitation and exchanges that are safe and supervised. They also provide youth supportive services through their Runaway and Homeless Youth Program, which aims to end youth homelessness in rural Colorado. In 2024, Mariposa Center for Safety provided emergency shelter services to 322 adults, 74 children, 12,683 meals, 5,247

shelter nights and answered 792 crisis calls.

The annual Tribute to Women is Mariposa's largest fundraiser and proceeds from ticket sales, sponsorships, and the silent auction directly support their operational and program costs. The event recognizes exceptional women in our community who promote hope and have contributed their time, efforts, and commitment to the betterment of our community. Attendees will enjoy appetizers, a live and silent auction, photo booth, music and dancing.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$2,500 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Mariposa Center for Safety.

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 Joe Latino.

ATTACHMENTS:

1. Sponsorship Request - Mariposa Center for Safety - Tribute to Women 2025
2. SOS - Mariposa Center for Safety - pulled 5.20.25
3. 2025 Contingencies (Council) Mariposa Center for Safety - 24th Annual Tribute to Women

RESOLUTION NO.16040

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO MARIPOSA CENTER FOR SAFETY IN THE AMOUNT OF \$2,500 TO SPONSOR THE 24TH ANNUAL TRIBUTE TO WOMEN FROM 6-11 PM AT THE OLDE TOWN CARRIAGE HOUSE ON OCTOBER 11, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$2,500 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Mariposa Center for Safety to sponsor the 24th Annual Tribute to Women from 6-11 PM the Olde Town Carriage House date.

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: June 23, 2025

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK



MARIPOSA
CENTER FOR SAFETY

24th Annual Tribute to Women

This year Mariposa Center for Safety (formerly the YWCA of Pueblo) celebrates the 24th Annual Tribute to Women Awards Ceremony, a highly revered event honoring women in our Pueblo community. We invite you to take part in this exciting opportunity through a generous donation towards our silent auction, a sponsorship or ticket purchases. The annual Tribute to Women is our largest fundraiser and proceeds from tickets sales, sponsorships and the silent auction directly support operational and program costs, which benefit the entire City and County of Pueblo. Without the assistance of community-minded individuals such as yourself, we would not be able to meet the needs of the domestic violence survivors.

The annual Tribute to Women recognizes exceptional women in our community who promote hope and have contributed their time, efforts, and commitment to the betterment of our community. Honorees are nominated in one of four categories: Young Leader (16-21), Professional Achievement, Community Service and Triumph Over Adversity. Nominations will open July 15, 2025 and winners will be announced at the event on October 11, 2025, at the Olde Towne Carriage House.

In 2024, Mariposa Center for Safety provided emergency shelter services to 322 adults, 74 children, 12,683 meals, 5,247 shelter nights and answered 792 crisis calls on our 24/7 domestic violence crisis line.

Thank you for your support and we look forward to seeing you at the 24th Annual Tribute to Women.

Silent auction items must be received by October 5, 2025 and can be delivered to our offices at 801 N Santa Fe Mon-Fri 8am-4pm or contact Sandy to arrange pickup, sandym@mariposacs.org

**Mariposa Center for Safety appreciates your support.
Thank you!**



MARIPOSA
CENTER FOR SAFETY

2025 Tribute to Women

Saturday, October 11 | 6-9pm
at the Olde Town Carriage House

Mariposa Center for Safety’s 24th Annual Tribute to Women, is a highly revered event honoring women in our Pueblo community. This year, in place of a seated meal, we invite attendees to socialize more informally and get to know other exceptional women of our community. Featuring hearty appetizers, cash bar, live and silent auction, photo booth, music and dancing, and lots of celebrating! We invite your organization to take part in this exciting opportunity and experience firsthand the pride we take in our cause. Your support of this annual event will give you a chance to meet other community-minded people and those who support the awareness and prevention of domestic violence.

SPONSORSHIP OPPORTUNITIES

<p>\$6,000</p> <p>Presenting Sponsor</p> <p>Only 1 Available</p>	<ul style="list-style-type: none"> ▶ Logo recognition in event program & all marketing material – “24th Annual Tribute to Women presented by YOUR COMPANY” ▶ Website & social media recognition ▶ Recognition in annual report ▶ 20 tickets to the event ▶ 40 drink tickets
<p>\$5,000</p> <p>Premier Sponsor</p>	<ul style="list-style-type: none"> ▶ Logo recognition in event program ▶ Website & social media recognition ▶ Recognition in annual report ▶ 16 tickets to the event ▶ 32 drink tickets
<p>\$2,500</p> <p>Tribute Sponsor</p>	<ul style="list-style-type: none"> ▶ Logo recognition in event program ▶ Website & social media recognition ▶ 12 tickets to the event ▶ 24 drink tickets
<p>\$1,250</p> <p>Honor Sponsor</p>	<ul style="list-style-type: none"> ▶ Logo recognition in event program ▶ Website & social media recognition ▶ 8 tickets to the event ▶ 8 drink tickets
<p>\$750</p> <p>Salute Sponsor</p>	<ul style="list-style-type: none"> ▶ Name recognition in event program ▶ Website & social media recognition ▶ 4 tickets to the event ▶ 4 drink tickets



2025 Tribute to Women Thank You for Sponsoring

Name: _____

Organization: _____

Address: _____

Email: _____ Phone: _____

Presenting
\$6,000

Premier
\$5,000

Tribute
\$2,500

Honor
\$1,250

Salute
\$750

Individual
\$100

Invoice me

Payment Enclosed

Contact me for payment

Credit Card number: _____

Exp: ____/____ Security Code: _____

Send your completed form to: 801 N. Santa Fe Ave., Pueblo, CO 81003 or email:
sandym@mariposacs.org

Logo must be submitted no later than Sept. 15, 2025 for inclusion in program and
other recognition. PNG, JPEG or Vector accepted.

For more information please contact Sandy -
719-766-9394 or sandym@mariposacs.org



Thank you for making a contribution
to our silent auction for the
24th Annual Tribute to Women

Name: _____

Organization Name: _____

Mailing Address: _____

Phone: _____

Email: _____

Description of item(s): _____

Estimated dollar value: _____

Signature & Date: _____

Silent auction items must be received by October 5, 2025 and can be delivered to our offices at 801 N Santa Fe Mon-Fri 8am-4pm or contact Sandy to arrange pickup, sandym@mariposacs.org

Mariposa Center for Safety appreciates your support.
Thank you!

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,

Mariposa Center for Safety

is a

Nonprofit Corporation

formed or registered on 05/25/1916 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871062795 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/16/2025 that have been posted, and by documents delivered to this office electronically through 05/20/2025 @ 08:38:29 .

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 05/20/2025 @ 08:38:29 in accordance with applicable law. This certificate is assigned Confirmation Number 17317701 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

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

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 23, 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 SANGRE DE CRISTO ARTS & CONFERENCE CENTER, INC. IN THE AMOUNT OF \$1,750 TO SPONSOR WONDERLAND: A FAIRY TALE GALA AT 5:30 PM AT THE SANGRE DE CRISTO ARTS AND CONFERENCE CENTER ON SATURDAY, JUNE 7, 2025

SUMMARY:

Attached for consideration is a request for support of The Sangre de Cristo Arts & Conference Center in the amount of \$1,750 to sponsor Wonderland: A Fairy Tale Gala at 5:30 PM at the Arts and Conference Center on Saturday, June 7, 2025. This sponsorship includes a table for ten at the event.

PREVIOUS COUNCIL ACTION:

Council supported the Arts Center's annual Gala for \$1,500 in 2024 and 2023, and for \$1,200 in 2020, 2019, and 2017.

BACKGROUND:

City Council Member Dennis Flores is requesting \$1,750 to sponsor the Sangre de Cristo Arts & Conference Center's Wonderland: A Fairy Tale Gala. The Gala took place on Saturday, June 7, 2025 at 5:30 PM at the Arts and Conference Center.

The Gala featured whimsical elegance and creativity, celebrating over five decades of artistic excellence in our community. Guests enjoyed a captivating atmosphere, exquisite dining, and opportunities to support the Arts Center's vital programs. The Buell Children's Museum presented an exhibit and the Helen Thatcher White Gallery showcased Salvador Dali's Alice in Wonderland Series. The galleries also featured "Surrealism of the Southwest" and "Beauty Reborn", featuring works by Orlin Helgoe.

This event holds special significance for the Arts Center, its Board of Trustees, staff,

volunteers, and instructors as they honor and celebrate the vision, dedication, and enduring efforts of the Sangre de Cristo Arts and Conference Center's founders and supporters over the past 53 years.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1,750 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to The Sangre de Cristo Arts & Conference Center.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

This Resolution is at the request of Council Member Dennis Flores.

ATTACHMENTS:

1. Sponsorship Request - Wonderland - A Fairy Tale Gala - Sangre De Cristo Arts and Conference Center
2. Secretary of State - Sangre de Cristo Arts and Conference Center
3. 2025 Contingencies (Council) Sangre de Cristo Arts and Conference Center

RESOLUTION NO.16041

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO SANGRE DE CRISTO ARTS & CONFERENCE CENTER, INC. IN THE AMOUNT OF \$1,750 TO SPONSOR WONDERLAND: A FAIRY TALE GALA AT 5:30 PM AT THE SANGRE DE CRISTO ARTS AND CONFERENCE CENTER ON SATURDAY, JUNE 7, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,750 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to the Sangre de Cristo Arts & Conference Center to sponsor Wonderland: A Fairy Tale Gala at 5:30 PM at the Sangre de Cristo Arts and Conference Center on Saturday, June 7, 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: June 23, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

THE SANGRE DE CRISTO ARTS & CONFERENCE CENTER

Wonderland

A Fairy Tale Gala

2025 SPONSOR REQUEST PACKET

Step into a world of enchantment at the Sangre de Cristo Arts and Conference Center's "Wonderland: A Fairy Tale Gala", on Saturday June 7th. This magical 53rd annual Gala will feature whimsical elegance and creativity, celebrating over five decades of artistic excellence in our community. Guests will enjoy a captivating atmosphere, exquisite dining, and opportunities to support the Arts Center's vital programs. Enhance your experience by exploring the "Far Far Away" exhibit at the Buell Children's Museum, perfectly complementing the fairy tale theme. Additionally, the Helen Thatcher White Gallery will showcase Salvador Dali's Alice in Wonderland Series, on display for a limited time from June 7th – June 14th. The galleries will also feature "Surrealism of the Southwest" and "Beauty Reborn", featuring works by Orlin Helgoe, from June 7th – September 27th, 2025. Don't miss this extraordinary night of art, wonder, and inspiration at the Arts Center!

This event will hold special significance for the Arts Center, its Board of Trustees, staff, volunteers, and instructors as we honor and celebrate the vision, dedication, and enduring efforts of the Sangre de Cristo Arts and Conference Center's founders and supporters over the past 53 years. We would be honored to have your support for this event.



Karen Vigil, Director of Development and Stewardship



Sangre de Cristo Arts and Conference Center
210 N. Santa Fe Ave. | Pueblo, CO. 81003
719.295.7200 | www.sdc-arts.org/gala

JUNE 7TH, 2025

Sponsor Levels

GLASS SLIPPER



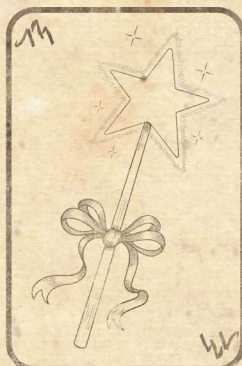
- 1 Ticket
- 1 Fantasy Favour

RECOGNITION

- Programs
- Slideshow
- Signage

\$300

FAIRY WAND



- 1 Ticket
- 1 Fantasy Favour

RECOGNITION

- Programs
- Slideshow
- Invitation
- Signage

\$750

ENCHANTED LAMP



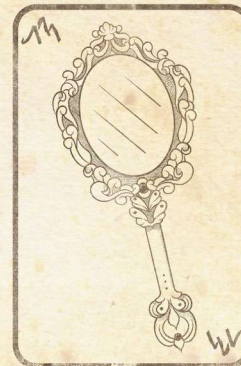
- 2 Tickets
- 2 Fantasy Favours

RECOGNITION

- Programs
- Slideshow
- Invitation
- Signage

\$2,000

MAGIC MIRROR



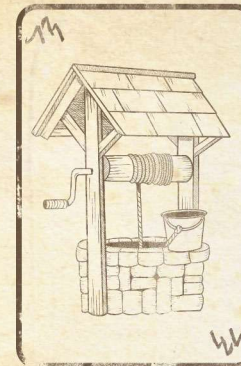
- 4 Tickets
- 4 Fantasy Favours
- VIP Table Location
- 1 Exclusive
- Orlin Helgoe Print

RECOGNITION

- Programs
- Slideshow
- Invitation
- Signage
- Social Media

\$3,500

WISHING WELL



- 10 Tickets
- 10 Fantasy Favours
- One Table of 10
- VIP Table Location
- 1 Exclusive
- Orlin Helgoe Print

RECOGNITION

- Programs
- Slideshow
- Press Release
- Invitation
- Social Media
- Stage
- Signage

\$7,000

Registration Form

SPONSOR CONTACT:

Business Name: _____

Donor's Name(s): _____

(HOW YOU WISH IT TO APPEAR IN PRINTED MATERIALS)

Contact Person: _____ **Phone:(** _____ **)** _____

Mailing Address: _____ **City:** _____ **State:** _____ **Zip:** _____

E-mail Address(es): _____

Administrative Contact(s): _____ **Phone:(** _____ **)** _____

Mail Invitations and tickets to: _____

(IF DIFFERENT FROM ABOVE)

Company Logo for donors \$7,000+, to provide artwork of logo file (hi-res PDF, EPS, SVG, JPEG, AI files).

(USE OF COMPANY LOGO & COLORS FOR LOGO CANNOT BE GUARANTEED ON ALL MATERIALS.)

File sent to yan@sdc-arts.org Logo on disk enclosed Other No Social Media

TYPE OF SUPPORT: Glass Slipper \$300 Fairy Wand \$750 Enchanted Lamp \$2,000

Magic Mirror \$3,500 Wishing Well \$7,000

Sponsorship Level & Amount \$: _____

CONTINUED ON NEXT PAGE >

REGISTRATION FORM CONTINUED

\$1,750 Table for 10 People: _____

(List the following names for your table if available or leave a contact name, email or number if no names are listed)

General Admission (Number of Tickets) _____ @\$175 / per person total \$ _____

Donation Only (No ticket or sponsorship desired): _____

TOTAL AMOUNT TO BE BILLED: \$ _____

SPECIAL INSTRUCTIONS / COMMENTS: _____

BILLING INFORMATION (PAYMENTS MUST BE RECEIVED TO BE LISTED IN PRINTED MATERIALS)

Check - Enclosed is my check for \$ _____

Make checks payable to the Sangre de Cristo Arts & Conference Center.

Credit Card Account # _____ CVV Code _____ EXP. Date ____/____/____

Name and billing address as it appears on card: _____

Donor's Signature: _____ Date: _____

PLEASE NOTE: DEADLINE FOR INCLUSION IN INVITATION IS APRIL 25, 2025 AND FOR PROGRAM IS MAY 16, 2025

SIGN AND MAIL, E-MAIL, OR FAX ORIGINAL FORM TO: Attn: Guest Services

Tax I.D. # 84-0624551

COST OF THE MEAL IS \$60. THE REMAINDER OF THE TICKET COST MAY BE TAX DEDUCTIBLE. DONATIONS OF \$250 OR MORE MAY QUALIFY FOR AN ENTERPRISE ZONE TAX CREDIT.

PLEASE CHECK WITH YOUR TAX ADVISOR

Sangre de Cristo Arts and Conference Center

210 N. Santa Fe Ave.

Pueblo, CO. 81003

E-mail: guestservices@sdc-arts.org | Phone: 719.295.7200

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,

SANGRE DE CRISTO ARTS AND CONFERENCE CENTER, INC.

is a

Nonprofit Corporation

formed or registered on 05/04/1972 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871241885 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/02/2025 that have been posted, and by documents delivered to this office electronically through 06/03/2025 @ 10:04:56 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/03/2025 @ 10:04:56 in accordance with applicable law. This certificate is assigned Confirmation Number 17362363 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

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

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 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 AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO DEPARTMENTAL ORGANIZATION, ABOLISHING THE STORMWATER UTILITY DIVISION UNDER THE PUBLIC WORKS DEPARTMENT, ESTABLISHING THE STORMWATER UTILITY DEPARTMENT AND AMENDING SUBSECTION 16-12-3(5) AND 16-12-12(A) OF CHAPTER 12 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE TO MAKE CONSISTENT THEREWITH

SUMMARY:

This Ordinance amends the department organization of the City by reestablishing the Stormwater Department. Currently, the Stormwater Utility Enterprise is listed as a division within the Public Works Department. This Ordinance reassigns responsibility for operational management and administrative oversight of the Stormwater Utility Enterprise from the Director of Public Works to the Director of Stormwater by amending Chapter 12 of Title XVI of the Pueblo Municipal Code.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Mayor has directed the Public Works Department to work toward the separation of the Stormwater Division from the Public Works Department and to present this ordinance authorizing the operations and activities of the Stormwater Utility Enterprise to be overseen by the Director of Stormwater. Currently, the Director of Public Works is dually-assigned as both the Director of Public Works and the Director of Stormwater. The Director of Stormwater position is currently unfunded. However, funding currently allocated to the vacant Stormwater Engineering Manager position will be reallocated to fund the Director of Stormwater position and the Stormwater Engineering Manager position would not be backfilled. It is intended that the Stormwater Engineering

Manager role will be abolished in 2026.

FINANCIAL IMPLICATIONS:

Funding for the Director of Stormwater position would predominantly be covered by cost savings generated by the elimination of the Stormwater Engineering Manager position. There is an additional \$2,788.97 in annual cost difference between the Director of Stormwater position as compared to the Stormwater Engineering Manager position. For the remainder of the 2025 fiscal year, this amount will be less than \$1,500.00 and that difference will be available within the current Stormwater Utility Enterprise operating budget through salary savings generated by the existing vacancies in the Stormwater Engineering Manager and Stormwater Coordinator positions.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to pass this Ordinance will maintain the status quo whereby the Stormwater Utility Enterprise will continue to operate as a Division within the Public Works Department.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10972

AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO DEPARTMENTAL ORGANIZATION, ABOLISHING THE STORMWATER UTILITY DIVISION UNDER THE PUBLIC WORKS DEPARTMENT, ESTABLISHING THE STORMWATER UTILITY DEPARTMENT AND AMENDING SUBSECTION 16-12-3(5) AND 16-12-12(A) OF CHAPTER 12 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE TO MAKE CONSISTENT THEREWITH

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

SECTION 1.

Section 1-5-3 of Chapter 5 of Title I of the Pueblo Municipal Code is amended to read as follows:

Sec. 1-5-3. Departmental organization; divisions.

(a) The administrative services of the City shall be divided under the Mayor into the following departments and heads thereof, and may be divided into the following divisions:

Department	Head
(1) Finance	Director of Finance
(2) City Clerk and Records	City Clerk
(3) Police	Chief of Police
a. Operations Bureau	
b. Support Services Bureau	
c. Investigation Division	
d. Crime Prevention Division	
e. Traffic Division	
f. Code Enforcement Division	
(4) Fire	Fire Chief
a. Fire-fighting Division	
b. Fire Prevention Division	
c. Communications Division	
d. Training Division	
(5) Public Works	Director of Public Works
a. Engineering Division	
b. Streets Maintenance Division	
[c. Stormwater Utility Division]	
[d.]c. Traffic Maintenance	

Division	
[e.] <u>d.</u> Public Building Maintenance Division	
[f.] <u>e.</u> Transportation Division	
[g.] <u>f.</u> Solid Waste Division	
(6) Parks and Recreation	Director of Parks and Recreation
a. Park Maintenance	
b. Recreation Division	
c. Swimming Pools Division	
d. Golf Course Division	
e. Cemeteries Division	
(7) Aviation	Director of Aviation
a. Airport Operation	
b. Property Management	
(8) Purchasing	Director of Purchasing
(9) Law	City Attorney
(10) Human Resources	Director of Human Resources
(11) Planning and Community Development a. Land Use Division b. Transportation Planning Division c. CDBG/HOME/Housing Division	Director of Planning and Community Development
(12) Information Technology	Director of Information Technology
(13) Stormwater	Director of Stormwater

(b) The designation of divisions and the description of division functions as set forth in this Chapter shall not be deemed to limit a department head from reorganizing his or her department from time to time as circumstances may require. Any such reorganization shall be reported to the Mayor without unnecessary delay and shall become effective immediately upon regulation issued by the Mayor.

(c) Reference to a department or department head in this Code by any title other than as set forth in this Section shall be construed to refer to the department or department head as set forth herein.

SECTION 2.

Section 16-12-3 (5) of Chapter 12 of Title XVI of the Pueblo Municipal Code is hereby amended to read as follows (brackets indicate matter being deleted, underscoring indicating matter being added):

Sec. 16-2-3. - Definitions.

(5) *Director* means the Director of the [Department of Public Works] **Stormwater Department** or the Director's designee.

SECTION 3

Section 16-12-12 (a) of Chapter 12 of Title XVI of the Pueblo Municipal Code is hereby amended to read as follows (brackets indicate matter being deleted, underscoring indicating matter being added):

Sec. 16-12-12. - Administration and review.

(a) The administration of the provisions of this Chapter is vested in and shall be exercised by the Director, who may prescribe forms, rules, and regulations in conformity with this Chapter for the proper Administration and Enforcement of this Chapter. The Director may delegate the administration of this Chapter, or any part thereof, to duly qualified persons in the [Department of Public Works] **Stormwater Department.**

SECTION 4.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate 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 June 09, 2025.

Final adoption of Ordinance by City Council on June 23, 2025.

DocuSigned by:
Mark Duff

President of City Council

Action by the Mayor:

Approved on 6/25/2025 | 2:53 PM MDT.

Disapproved on _____ based on the following objections:

Signed by:
[Signature]

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:

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 25-PUB-01 FOR FUNDS IN THE AMOUNT OF \$70,594 FOR THE EAST APRON (NORTH) REHAB PROJECT CONSTRUCTION PHASE AND THE TAXILANE REHAB AND NEW T-HANGAR PROJECT CONSTRUCTION PHASE, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING \$43,525 TO PROJECT NO. AP1804 – SOUTH T-HANGAR #1, AND BUDGETING AND APPROPRIATING \$27,069 TO PROJECT NO. AP2401 – EAST APRON (N) TAXILANE REHAB PROJECT

SUMMARY:

This Ordinance will approve and accept a Colorado Department of Transportation Aeronautics Division Grant for the East Apron (North) Rehab project construction phase and the Taxilane Rehab and New T-Hangar project construction phase for the Pueblo Memorial Airport.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9308, passed and approved on July 9, 2018, established Project No. AP1804 – South T-Hangar #1 budgeting and appropriating funds from insurance claim for damage to t-hangars.

Ordinance No. 10728, passed and approved on June 25, 2024, accepted CDOT Grant 24-PUB-01 providing design phase funding and establishing Project No. AP2401 - East Apron (N) Taxilane Rehab.

BACKGROUND:

The City owned a set of ten T-Hangars that were built in the late 1970s. In May of 2015, the Airport was hit by a severe hailstorm that damaged the roof. Then, in July of 2016, the T-Hangars were further damaged by a DC-10 that severely damaged the

northernmost hangar unit. Insurance funds have been received to repair the damages. However, repairing the damage will only return the building to its previous condition, which is lacking. Rainwater regularly floods the hangars and the hangar doors either require extensive repairs or will need repairs in the near future. Repairing the building would not extend its useful life. The 2022 Airport Master Plan identified the need to construct new general aviation hangars and rehabilitate taxiway infrastructure at the Pueblo Memorial Airport. It is anticipated the FAA will award a grant from the Bi-partisan Infrastructure Legislation (BIL) funds to reimburse 95% of project costs. CDOT has committed to provide up to 2.5% of project design costs, not exceeding \$43,525.

The 2022 Airport Master Plan identified the need to rehab the east apron north of the GA t-hangars. It is anticipated the FAA will award a grant from Airport Infrastructure Project (AIP) funds to reimburse 95% of project costs. CDOT has committed to providing up to 2.5% of project design costs, not exceeding \$27,069.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$43,525.00 will be budgeted and appropriated to Project No. AP1804 – South T-Hangar #1. City obligated matching funds of \$43,525.00 will come from the already budgeted and appropriated funds.

Funds in the amount of \$27,069.00 will be budgeted and appropriated to Project No. AP2401 – East Apron (N) Taxiway Rehab. City obligated matching funds of \$27,070.00 will be transferred from the Airport Improvement Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the grant will not be accepted from the State and project will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. 25-PUB-01 SDGA Resolution to be Signed

ORDINANCE NO. 10971

AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 25-PUB-01 FOR FUNDS IN THE AMOUNT OF \$70,594 FOR THE EAST APRON (NORTH) REHAB PROJECT CONSTRUCTION PHASE AND THE TAXILANE REHAB AND NEW T-HANGAR PROJECT CONSTRUCTION PHASE, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING \$43,525 TO PROJECT NO. AP1804 – SOUTH T-HANGAR #1, AND BUDGETING AND APPROPRIATING \$27,069 TO PROJECT NO. AP2401 – EAST APRON (N) TAXILANE REHAB PROJECT

WHEREAS, the General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in C.R.S. §43-10-101 (“the Act”) “...that there exists a need to promote the safe operations and accessibility of general aviation in this state: that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of the state is crucial in the event of a medical or other type of emergency...”; and,

WHEREAS, The Act created the Colorado Aeronautical Board (“the Board”) to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics (“the Division”) to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. See C.R.S. §43-10-103 and C.R.S. §43-10-105 and C.R.S. §43-10-108.5 of the Act; and,

WHEREAS, any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and such airports may request assistance by means of an Ordinance passed by the applicant’s duly-authorized Governing body, which understands that all funds shall be used exclusively as defined in the Division’s Programs and Procedures Manual (“the Manual”) and the Airport Sponsor Assurances for the Colorado Discretionary Aviation Grant Funding (“Grant Assurances”) for the project detailed in the Discretionary Aviation Grant Application (“Application”) and in conjunction with CDOT’s Small Dollar Grant Award Terms and Conditions; NOW, THEREFORE,

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

SECTION 1.

The City Council of the City of Pueblo, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics (“Division”) in the form of a state aviation system grant. The City of Pueblo states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application. By signing this Ordinance, the City of Pueblo commits to keep open and accessible for public use all grant funded facilities, improvements, and services for their useful life, as determined by the Division and stated in this Ordinance and Grant Assurances.

SECTION 2.

The Small Dollar Grant Award CDAG No. 25-PUB-01, including the Grant Assurances and Application, (together the "Grant Agreement") by and between the Colorado Department of Transportation Aeronautics Division ("CDOT") and the City of Pueblo, a Municipal Corporation, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby accepted and approved.

SECTION 3.

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

SECTION 4.

The City of Pueblo hereby designates the Director of Aviation as the Project Director, as described in the Manual, and authorizes the Project Director to act in all matters relating to the work project proposed in the Application on City's behalf.

SECTION 5.

Funds in the amount of \$43,525.00 from the Grant Agreement are hereby budgeted and appropriated to Project No. AP1804 – South T-Hangar #1.

SECTION 6.

Funds in the amount of \$27,069.00 from the Grant Agreement are hereby budgeted and appropriated to Project No. AP2401 – East Apron (N) Taxilane Rehab.

SECTION 7.

Funds in the amount of \$27,070.00 transferring from the Airport Improvement Fund are hereby budgeted and appropriated to Project No. AP2401 – East Apron (N) Taxilane Rehab.

SECTION 8.

The City of Pueblo has appropriated all funds that are currently required to be provided by the Application under the terms and conditions of the Grant Agreement.

SECTION 9.

Pursuant to the Grant Agreement, CDOT may make amendments to the grant terms and its obligations thereunder, including the increasing or decreasing of its grant obligation. In accordance therewith, such amendments shall be effective without the need for an additional ordinance or other action by City Council. Should CDOT increase the maximum grant obligation, said funds shall be automatically budgeted and appropriated to Project No. Project No. AP1804 – South T-Hangar #1 or Project No. AP2401 – East Apron (N) Taxilane Rehab, as designated by CDOT respectively, without the need for further action.

SECTION 10.

The City of Pueblo hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

SECTION 11.

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

SECTION 12.

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 June 09, 2025.

Final adoption of Ordinance by City Council on June 23, 2025.

DocuSigned by:
Mark Cliff

President of City Council

Action by the Mayor:

Approved on 6/25/2025 | 2:53 PM MDT.

Disapproved on _____ based on the following objections:

Signed by:
[Signature]

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



Colorado Division of Aeronautics Discretionary Aviation Grant Resolution

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **City of Pueblo**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **City of Pueblo** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances.

FURTHER BE IT RESOLVED:

That the **City of Pueblo** hereby designates **Greg Pedroza** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

FURTHER:

The **City of Pueblo** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

FINALLY:

The **City of Pueblo** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resolution, including all terms and conditions contained therein.

By: _____

Date: _____

Print Name and Title: _____

ATTEST (if needed)

By: _____

Print Name and Title: _____

EXHIBIT A



Colorado Division of Aeronautics Discretionary Aviation Grant Application

APPLICANT INFORMATION

APPLICANT SPONSOR: City of Pueblo	AIRPORT: Pueblo Memorial Airport	IDENTIFIER: PUB
PROJECT DIRECTOR: Greg Pedroza		
MAILING ADDRESS: 31201 Bryan Cir, Pueblo, CO 81001	EMAIL ADDRESS:	gpedroza@pueblo.us
	PHONE NUMBER:	7195532744

GRANT NAME AND TERMS

25-PUB-01	TERMS	
	Execution Date:	Expiration Date: June 30, 2028

FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	\$70,594.00
Local Cash:	\$70,595.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$2,682,587.00
Total Project Funding:	\$2,823,776.00

PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. A East Apron (North) Rehabilitation Construction	\$27,069.00	Up to 2.50%	\$27,070.00	2.50%	\$1,028,637.00	95.00%	\$1,082,776.00
B. B BIL-West GA Taxilanes Pavement Rehabilitation and T Hangars	\$43,525.00	Up to 2.50%	\$43,525.00	2.50%	\$1,653,950.00	95.00%	\$1,741,000.00
TOTALS	\$70,594.00		\$70,595.00		\$2,682,587.00		\$2,823,776.00

EXHIBIT B, GRANT ASSURANCES

Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

I. APPLICABILITY

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

II. DURATION

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
 - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

STATE CONTROLLER

MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

- 1) **Available Model Small Dollar Grant Awards.** The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:
 - a. **Financial System Generated Small Dollar Grant Awards.** This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
 - b. **Other Approved Forms.** A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
 - c. **Backup Forms.** If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in **§1a**.

- 2) **Modifications of Model Small Dollar Grant Awards.** A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.
 - a. **Exception.** The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
 - b. **Unauthorized Modifications.** Except as described in **§2a**., the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

- 3) **Small Dollar Grant Award Exhibits and References.** All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with **§2**), attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state

STATE CONTROLLER

and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

- a. Additional information technology provisions required by OIT.
- b. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
- c. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.



**Robert Jaros, CPA, MBA, JD State
Controller**

STATE CONTROLLER

State of Colorado Small Dollar Grant Award Terms and Conditions

- 1. Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
- 2. Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
- 3. Changes.** Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
- 4. Definitions.** The following terms shall be construed and interpreted as follows: **(a) "Award"** means an award by a Recipient to a Subrecipient; **(b) "Budget"** means the budget for the Work described in this Agreement; **(c) "Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d) "UCC"** means the Uniform Commercial Code in CRS Title 4; **(e) "Effective Date"** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) "Federal Award"** means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; **(g) "Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient; **(h) "Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) "Matching Funds"** mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j) "Recipient"** means the State agency identified on the face of the Small Dollar Grant Award; **(k) "Subcontractor"** means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l) "Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m) "Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n) "Work"** means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.
- 5. Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
- 6. Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
- 7. Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

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on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

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

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined

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in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

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

20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

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

22. Waiver. A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

23. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed

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and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

31. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, 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, CRS §§24-30-1501, *et seq.* 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.

32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (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.**

33. 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.

34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

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

36. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

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ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: (a) “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; (c) “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium 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 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 including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) “**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, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) “**State Confidential Information**” means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act; (g) “**State Fiscal Rules**” means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) “**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; (i) “**State Records**” means any and all State data, information, and records, regardless of physical form; (j) “**Tax Information**” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) “**Work Product**” means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, “State Materials”). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State’s exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee’s obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State’s obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State’s compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, “Grantee Property”). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security (“OIS”) policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee’s performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

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Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

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

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

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

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.*

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

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by

STATE CONTROLLER

Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 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
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY ADDING FIVE (5) FULL-TIME POSITIONS TO THE AUTHORIZED STAFFING OF THE POLICE DEPARTMENT

SUMMARY:

The Police Department requests the addition of five full-time, civilian Community Service Officer positions, to enhance the operational efficiency of the department.

PREVIOUS COUNCIL ACTION:

On December 9, 2024, Ordinance No.10852 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2025.

BACKGROUND:

The Pueblo Police Department, like most agencies across the country, has and continues to struggle with hiring sworn Police Patrol Officers. As of May 28, 2025 the department had 42 vacancies, with 20 officers out on injuries and various forms of leave giving us a working manpower of 145 officers. In 2024, with very similar numbers, our department handled over 151,000 calls for service. To free up sworn officers to handle more urgent calls for service and to provide better customer service to our community the Police Department is requesting to freeze five (5) vacant Police Patrol Officer positions and divert the salary savings for those positions to fund five additional Community Service Officers (CSOs). These civilian positions have been far easier to attract and hire strong talent to perform critical duties in support of the Police Department mission. Community Service Officers conduct investigations related to the following: cold burglaries, criminal mischief, property damage, graffiti, frauds & forgeries, littering, missing people & runaways, CPTED Inspections, supplemental reports to include retrieving video and other evidence that is not available when officers take initial reports, theft reports, and traffic hazards.

The Community Service Officers taking these calls will allow officers more time to be proactive and respond to other, higher priority calls for service. While not a long-term solution to our issues this is one way for us to address our extreme call load and manpower situation and will allow the department to provide better customer service to our community and improve call response times.

The five (5) additional positions will join the current six (6) Community Service Officers already in service to the community in this capacity.

FINANCIAL IMPLICATIONS:

The cost of the additional positions for an entire year and the estimated remainder of the year once hires are accomplished is outlined below.

Community Service Officer

Cost Item	Approximate Annual Cost	Approximate Cost for 6 months
Salary	\$ 52,177	\$ 26,089
Retirement (PERA)	\$ 7,712	\$ 3,856
Health Insurance	\$ 23,717	\$ 11,859
Dental Insurance	\$ 296	\$ 148
Life Insurance	\$ 72	\$ 36
Medicare	\$ 757	\$ 378
Estimated Position Cost	\$ 84,731	\$ 42,365
Estimated Cost for 5 Positions	\$ 423,653	\$ 211,827

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain staffing levels as they are, which is not operationally desirable, especially given the shortage of staffing of certified peace officers.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.10972

AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY ADDING FIVE (5) FULL-TIME POSITIONS TO THE AUTHORIZED STAFFING OF THE POLICE DEPARTMENT

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for the City of Pueblo Police Department; NOW THEREFORE,

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

SECTION 1.

The following section captioned “Police” of Ordinance No.10852, being the 2025 Staffing Ordinance, are amended as follows:

<u>Police</u>	
Police Chief	1
Police Deputy Chief	3
Police Captain	8
Police Sergeant	25
Police Corporal	55
Police Patrol Officer	115
Abandoned Vehicle Coordinator	1
Abatement Worker	2
Administrative Technician	2
Building Custodian	1
Code Enforcement Manager	1
Code Enforcement Officer	9
Community Initiative to Reduce Violence (CIRV) Program Manager	1
Community Service Officer	[6] 11
Crime Analyst	1
Dispatch Manager	1
Dispatch Training Coordinator	1
Emergency Services Dispatcher	24
Emergency Services Dispatcher Supervisor	3
Office Assistant/Police Records Technician	10
Office Assistant/Investigations Technician	1
Office Assistant/Police Services Technician	1
Office Assistant/Property & Evidence Technician	3
PD Community Engagement Manager	1
Police Payroll Technician	2
Police Records Manager	1
Real Time Crime Center Technician	4
Senior Office Assistant	8
Social Media Specialist	1
Total	[292] 297

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 Ordinance to effectuate and transactions described therein.

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2025 Budget and staffing with respect to the number and allocation of positions within the Police Department and 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 June 09, 2025.

Final adoption of Ordinance by City Council on June 23, 2025.

DocuSigned by:
Mark Cliff
B7A4E51823AB462...

President of City Council

Action by the Mayor:

Approved on 6/25/2025 | 2:54 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:
myeah
7C02EBDFFC3D43C...

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 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 THE MEMORANDUM OF UNDERSTANDING BETWEEN COLORADO STATE UNIVERSITY ("CSU") AND THE PUEBLO FIRE DEPARTMENT ALLOWING THE AUTHORITY HAVING JURISDICTION ("AHJ") OVER COLORADO STATE UNIVERSITY FACILITIES OPERATIONS IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS AND FIRE SAFETY PERMITS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance approves a MOU between the Colorado State University and The Pueblo Fire Department and the AHJ for the life-safety services provided by AHJ for the best interest of the people served by the Colorado State University facilities that AHJ provide all review, inspections, and oversight for fire and related life-safety issues for these facilities.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Colorado State University and The Pueblo Fire Department facilities are located in the City of Pueblo which fall under Colorado State University jurisdiction.

FINANCIAL IMPLICATIONS:

The cost of compliance with the MOU for building construction review and related inspections, fire safety inspections, and fire safety permits as provided in the MOU.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not applicable to this Ordinance.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. Pueblo FD MOU 2025 csu p

ORDINANCE NO.10973

AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN COLORADO STATE UNIVERSITY ("CSU") AND THE PUEBLO FIRE DEPARTMENT ALLOWING THE AUTHORITY HAVING JURISDICTION ("AHJ") OVER COLORADO STATE UNIVERSITY FACILITIES OPERATIONS IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS AND FIRE SAFETY PERMITS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The MOU between the Colorado State University and The Pueblo Fire Department, a copy of which is attached hereto and incorporated herein, is 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 June 09, 2025 .

Final adoption of Ordinance by City Council on June 23, 2025.

DocuSigned by:
Mark Cliff

President of City Council

Action by the Mayor:

Approved on 6/25/2025 | 2:55 PM MDT.

Disapproved on _____ based on the following objections:

Signed by:
[Signature]

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]

City Clerk



May 12, 2025

Mrs. Barbara Huber
Fire Chief
City of Pueblo Fire Department
1551 Bonforte Blvd.
Pueblo, CO 81001

Dear Mrs. Huber,

As directed by the Office of the State Architect (OSA), this letter is written to serve as a Memorandum of Understanding between Colorado State University Pueblo (CSU Pueblo) and the City of Pueblo Fire Department to ensure compliance with the OSA policies and procedures regarding fire safety.

It is the University's policy and intent to work directly with the City of Pueblo Fire Department as the certified authority with regard to construction and inspections involving fire safety systems in buildings located within Pueblo City Limits. The campus of Colorado State University Pueblo, whose address is as follows is located within the city limits and thus within the City of Pueblo Fire Department district:

Colorado State University Pueblo
2200 Bonforte Blvd
Pueblo, CO 81001

Specifically, Colorado State University Pueblo agrees to the following actions and procedures by the City of Pueblo Fire Department for fire safety systems within the above referenced facility:

- Plan review of construction documents for new/modified fire safety systems as requested
- Review of fire alarm, smoke and fire suppression system shop drawings as requested
- Designated meetings as required with CSU Pueblo design and construction staff, contractors and consultants to review project fire safety systems during design and construction
- Provision of fire safety inspections during construction, including review of related building components such as egress and occupancy, as well as fire alarm systems, and fire suppression systems, fire hydrant and panel locations and other systems or components related to fire safety
- Compilation of any records required to facilitate response to fire alarms and emergencies including building drawings



- Provision to provide annual inspections of fire safety systems

The University would like to take this opportunity to formally thank the men and women of the City of Pueblo Fire Department, for all they do in providing essential fire safety services to the campus.

Thank you for your kind consideration in this matter.

Sincerely,

Garrison Ortiz, Vice President of University Operations & Chief Financial Officer
Colorado State University Pueblo

The undersigned representatives of the Colorado State University Pueblo and the City of Pueblo Fire Department hereby acknowledge this summary of the procedures and processes currently in place for the University regarding fire safety and response:

Garrison Ortiz
VP of University Operations & CFO
Colorado State University Pueblo

Heather Graham
Mayor
City of Pueblo





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor
Scott Hobson, Acting Director Planning and Community Development
Robert Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO THE DEPARTMENTAL ORGANIZATION, ABOLISHING THE DIVISION OF CDBG/HOME/HOUSING UNDER THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, ESTABLISHING THE DEPARTMENT OF HOUSING AND CITIZEN SERVICES AND AMENDING SUBSECTION 4-8-4(2) OF CHAPTER 8 OF TITLE IV AND SECTION 8-1-8 OF CHAPTER 1 OF TITLE VIII OF THE PUEBLO MUNICIPAL CODE TO MAKE CONSISTENT THEREWITH

SUMMARY:

Attached for consideration are amendments to Section 1-5-3 of Chapter 5 of Title I, Section 4-8-4 of Chapter 8 of Title IV and Section 8-1-8 of Chapter 1 of Title VIII of the Pueblo Municipal Code relating to the re-establishment of the Housing & Citizen Services Department with a change in department status from a division within the Planning & Community Development Department to a department.

PREVIOUS COUNCIL ACTION:

On November 27, 2023, Ordinance No.10594 was approved by City Council. This Ordinance provided changes to Pueblo Municipal Code related to the department organization and abolished the Housing & Citizen Services Department through a reorganization, creating a division for the housing function within the Planning & Community Development Department.

BACKGROUND:

This ordinance would enact several changes to Pueblo Municipal Code for the purpose of reestablishing the Housing & Citizen Services Department and abolishing the CDBG/HOME & Housing Division within the Planning & Community Development

Department as part of a reorganization.

In November of 2023, City Council, at the request of the prior administration, approved the abolishment of the Housing & Citizen Services Department and moving the function under the Planning and Community Development Department as a subordinate division. Given the rising and critical needs for affordable housing services in the community and following organizational analysis, it has been determined that that the prior organizational arrangement has been less effective than when the function was a stand-alone department.

By reestablishing the Housing & Citizen Services Department as a department, the City and the citizens of the community will benefit from focused service delivery, identifying potential infill multi-family residential development properties and determining the obstacles and costs of making these properties “housing development ready”. The Housing & Citizen Services Department will function as it did prior to the change, under new leadership, with an appropriate emphasis on continued coordination in implementing steps to make affordable and workforce housing project sites more competitive projects that can be chosen for CHAFA, CHAFA Multi-family Private Activity Bond financing, DOLA, Proposition 123 funding programs.

The staff assigned to Housing & Citizen Services provide critical services for the coordination and implementation of CDBG and HOME funds that fund selective demolitions, mold remediation, roof replacement, accessibility modifications, and home repairs and retrofits. The Housing & Citizen Services Department will continue to coordinate with Pueblo County and the Community Services Advisory Commission (CSAC) and Citizens Advisory Commission in recommending projects and program funding for non-profit agencies and service providers. This change will allow for department level focus on management of grant service contracts providing affordable housing financing, infrastructure improvements, and homeless prevention, substance abuse programs, victim’s assistance, youth recreation, daycare, and senior services. These will be a vital part of the department’s functions.

Many of the Colorado Department of Local Affairs (DOLA) “Best Practices in Affordable Housing Development” identified in HB 21-1271 passed by the Colorado General Assembly in 2021 are of paramount importance and require intentional department level leadership and focus to implement. Housing and Citizen Services will focus on identifying priority properties to be acquired by the City and placed in a land bank to move the properties into “housing development ready” status for multi-family housing development more efficiently and effectively.

The only staffing change which will occur with this reorganization, beyond the general reassignment of positions currently assigned to the CDBG/HOME & Housing Division to the re-established Housing & Citizen Services department, will be the reinstatement of the Director of Housing & Citizen Services position in the 2025 Staffing Ordinance, which is concurrently presented with these necessary code changes via separate ordinance.

The changes to the sections of Pueblo Municipal Code listed in the title of this ordinance accomplish the reestablishment of the Housing & Citizen Services Department and the abolishment of the CDBG/HOME & Housing Division under the Planning & Community

Development Department. Specifically, the following sections of code require changes:

Section 1-5-3

Abolishes the CDBG/HOME & Housing Division under the Planning & Community Development Department and creates the Housing & Citizen Services Department..

Section 4-8-4

Provides certain authorities with respect to the International Property and Maintenance Code to the current director position in Planning & Community Development. This authority will be transferred to the Director of Housing & Citizen Services or designee with the proposed changes.

Section 8-1-8

Outlines rules and regulations governing the Emergency Housing Rehabilitation Program. The process for funding and application, qualifications for the program and all authorities of approval and criteria for assistance which will be transferred by the code changes to the Housing & Citizen Services Director with such processes housed in the Housing & Citizen Services Department

FINANCIAL IMPLICATIONS:

There is no cost associated with the reorganization as described herein or the code changes proposed.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could deny the Pueblo Municipal Code changes which would complicate the proposed reorganization to improve housing program management and would confuse the authorities related to delivering these important services for the community.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10974

AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO THE DEPARTMENTAL ORGANIZATION, ABOLISHING THE DIVISION OF CDBG/HOME/HOUSING UNDER THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, ESTABLISHING THE DEPARTMENT OF HOUSING AND CITIZEN SERVICES AND AMENDING SUBSECTION 4-8-4(2) OF CHAPTER 8 OF TITLE IV AND SECTION 8-1-8 OF CHAPTER 1 OF TITLE VIII OF THE PUEBLO MUNICIPAL CODE TO MAKE CONSISTENT THEREWITH

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

SECTION 1.

Section 1-5-3 of Chapter 5 of Title I of the Pueblo Municipal Code is amended to read as follows:

(If Ordinance captioned “AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO DEPARTMENTAL ORGANIZATION, ABOLISHING THE STORMWATER UTILITY DIVISION UNDER THE PUBLIC WORKS DEPARTMENT, ESTABLISHING THE STORMWATER UTILITY DEPARTMENT AND AMENDING TITLE XVI OF THE PUEBLO MUNICIPAL CODE TO MAKE CONSISTENT THEREWITH” presented contemporaneously with this Ordinance is not passed)

Sec. 1-5-3. Departmental organization; divisions.

(a) The administrative service of the City shall be divided under the Mayor into the following departments and heads thereof, and may be divided into the following divisions:

Department	Head
(1) Finance	Director of Finance
(2) City Clerk and Records	City Clerk
(3) Police	Chief of Police
a. Operations Bureau	
b. Support Services Bureau	
c. Investigation Division	
d. Crime Prevention Division	
e. Traffic Division	
f. Code Enforcement Division	
(4) Fire	Fire Chief
a. Fire-fighting Division	
b. Fire Prevention Division	
c. Communications Division	
d. Training Division	
(5) Public Works	Director of Public Works

a. Engineering Division	
b. Streets Maintenance Division	
c. Stormwater Utility Division	
d. Traffic Maintenance Division	
e. Public Building Maintenance Division	
f. Transportation Division	
g. Solid Waste Division	
(6) Parks and Recreation	Director of Parks and Recreation
a. Park Maintenance	
b. Recreation Division	
c. Swimming Pools Division	
d. Golf Course Division	
e. Cemeteries Division	
(7) Aviation	Director of Aviation
a. Airport Operation	
b. Property Management	
(8) Purchasing	Director of Purchasing
(9) Law	City Attorney
(10) Human Resources	Director of Human Resources
(11) Planning and Community Development a. Land Use Division b. Transportation Planning Division [c. CDBG/HOME/Housing Division]	Director of Planning and Community Development
(12) Information Technology	Director of Information Technology
<u>(13) Housing & Citizen Services</u>	<u>Director of Housing & Citizen Services</u>

(b) The designation of divisions and the description of division functions as set forth in this Chapter shall not be deemed to limit a department head from reorganizing his or her department from time to time as circumstances may require. Any such reorganization shall be reported to the Mayor without unnecessary delay and shall become effective immediately upon regulation issued by the Mayor.

(c) Reference to a department or department head in this Code by any title other than as set forth in this Section shall be construed to refer to the department or department head as set forth herein.

(Alternatively, If Ordinance captioned "AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO DEPARTMENTAL ORGANIZATION, ABOLISHING THE STORMWATER UTILITY DIVISION UNDER THE PUBLIC WORKS DEPARTMENT, ESTABLISHING THE STORMWATER UTILITY DEPARTMENT AND AMENDING TITLE XVI OF THE PUEBLO MUNICIPAL CODE TO MAKE CONSISTENT THEREWITH" presented contemporaneously with this Ordinance is passed)

Sec. 1-5-3. Departmental organization; divisions.

(a) The administrative service of the City shall be divided under the Mayor into the following departments and heads thereof, and may be divided into the following divisions:

Department	Head
(1) Finance	Director of Finance
(2) City Clerk and Records	City Clerk

(3) Police	Chief of Police
a. Operations Bureau	
b. Support Services Bureau	
c. Investigation Division	
d. Crime Prevention Division	
e. Traffic Division	
f. Code Enforcement Division	
(4) Fire	Fire Chief
a. Fire-fighting Division	
b. Fire Prevention Division	
c. Communications Division	
d. Training Division	
(5) Public Works	Director of Public Works
a. Engineering Division	
b. Streets Maintenance Division	
c. Traffic Maintenance Division	
d. Public Building Maintenance Division	
e. Transportation Division	
f. Solid Waste Division	
(6) Parks and Recreation	Director of Parks and Recreation
a. Park Maintenance	
b. Recreation Division	
c. Swimming Pools Division	
d. Golf Course Division	
e. Cemeteries Division	
(7) Aviation	Director of Aviation
a. Airport Operation	
b. Property Management	
(8) Purchasing	Director of Purchasing
(9) Law	City Attorney
(10) Human Resources	Director of Human Resources
(11) Planning and Community Development	Director of Planning and Community Development
a. Land Use Division	
b. Transportation Planning Division	
[c. CDBG/HOME/Housing Division]	
(12) Information Technology	Director of Information Technology
(13) Stormwater	Director of Stormwater
<u>(14) Housing & Citizen Services</u>	<u>Director of Housing & Citizen Services</u>

(b) The designation of divisions and the description of division functions as set forth in this Chapter shall not be deemed to limit a department head from reorganizing his or her department from time to time as circumstances may require. Any such reorganization shall be reported to the Mayor without unnecessary delay and shall become effective immediately upon regulation issued by the Mayor.

(c) Reference to a department or department head in this Code by any title other than as set forth in this Section shall be construed to refer to the department or department head as set forth herein.

SECTION 2.

Subsection 4-8-4(2) of Chapter 8 of Title IV of the Pueblo Municipal Code is amended to read as follows:

Sec. 4-8-4. Amendments to the I.P.M.C.

The following Subsections of the I.P.M.C. are hereby amended to read as follows: . . .

(2) Subsection 103.2 Appointment.

The Mayor, Department of Planning and Community Development, the Building Official (as defined in Chapter 1 of this Title), Code Enforcement Officers designated under Chapter 5 of Title XVII, Pueblo Municipal Code as amended, the Fire Chief, the Police Chief and the Police Department's Police Support Technicians, the Health Officer, **Director of Housing & Citizen Services**, and any of their designees shall each be deemed Code Officials for purposes of the I.P.M.C.

The following Code Officials shall have responsibility for enforcement of the following Sections of the I.P.M.C., but the Mayor may, from time to time, delegate or reassign responsibility to enforce any section of the I.P.M.C to any Code Official:

- a. Director of Planning and Community Development or designee thereof: Subsection 301.3, Section 303, Section 306, Section 308, and Section 302, except Subsection 302.5;
- b. Police Department and its Police Support Technicians Code Enforcement Officers: Section 301.3, Subsection 302.8, Section 303, Section 307.1, Section 308, and Section 302, except Subsection 302.5;
- c. Building Official: Section 304 and Section 606; and the following Sections, but only as to commercial buildings: Subsection 301.3, Subsection 307.1, Section 504, Section 505, Section 506, Section 507, Section 603, Section 604, Section 605, and Section 607.
- d. Fire Chief: Subsection 307.1; Section 701, Section 702, Section 703, and Section 704;
- e. Health Official: Subsection 301.3, Subsection 302.5, Section 308, Section 309; and
- f. **Director of Housing & Citizen Services** [Director of Planning and Community Development or designee thereof]: the following Sections, but only as to residential buildings: Subsection 301.3, Section 305, Section 306, Subsection 307.1, Section 401, Section 402, Section 403, Section 404, Section 501, Section 502, Section 503, Section 504, Section 505, Section 506, Section 507, Section 601, Section 602, Section 603, Section 604, Section 605, and Section 607.

SECTION 3.

Section 8-1-8 of Chapter 1 of Title VIII of the Pueblo Municipal Code is amended to read as follows:

Sec. 8-1-8. Emergency Housing Rehabilitation Program.

(a) A special housing rehabilitation revolving fund to be designated Emergency Housing Rehabilitation Fund is hereby established. Appropriations to said Fund may be made by the City Council by resolution. Payments out of said Fund shall be made by the Director of Finance upon the written request of the Director of the Department of [Planning and Community Development or designee thereof] **Housing & Citizen Services** based upon applications for assistance submitted and approved in accordance with the provisions of this Section.

(b) The owner of any owner-occupied residential building who qualifies under Subsection (c) of this Section shall be entitled to make application for emergency housing rehabilitation assistance within thirty (30) days after occurrence of a qualifying event. Applications shall be timely made to the Department of [Planning and Community Development] **Housing & Citizen Services** upon forms prepared by said Department.

(c) The owner of an owner-occupied residential building may qualify and be eligible for emergency housing assistance if such owner either receives a Notice and Order under the International Property Maintenance Code, as adopted and amended by the Pueblo Municipal Code, as amended, ("I.P.M.C.") or, if the I.P.M.C. is not applicable, receives notice from a code official that the residential building fails to meet requirements of any other building codes or ordinances of the City. In such case, the owner may apply for housing rehabilitation assistance if the income and assets, excluding the value of the building in question, of such owner, or of a family the head of which or whose spouse is the owner, are within the limits prescribed for persons or families occupying public housing in the City financed pursuant to Chapter 8, Title 42 United States Code. The Department of [Planning and Community Development] **Housing & Citizen Services** shall certify all owner-applicants meet such qualifications. The department will prepare an estimate of the costs of repairs required to rehabilitate said building to meet the standards of the Housing Code.

(d) The Director of the Department of [Planning and Community Development or designee thereof] **Housing & Citizen Services** shall consider all applications for emergency housing rehabilitation assistance and, subject to available appropriations, may approve any application meeting the program requirements. All grants of assistance shall be used only for repairs and rehabilitation of an owner-occupied residential building which will abate the conditions which make the building noncompliant with the I.P.M.C. or other building codes or ordinances.

(e) The Department of [Planning and Community Development] **Housing & Citizen Services** shall not approve any application for assistance until after the Director of Finance shall certify in writing to the Director of the Department of [Planning and Community Development] **Housing & Citizen Services** that there are sufficient monies in the Emergency Housing Rehabilitation Fund for such grant of assistance and until after the Department of [Planning and Community Development] **Housing & Citizen Services** receives proof that the applicant-owner is the fee owner of said land and building.

(f) The owner of any owner-occupied residential building who receives housing rehabilitation assistance shall enter into an agreement with the City, on forms to be approved by the City Attorney, to repay to the City such financial assistance based on existing loan formulas and criteria

used within the Department of [Planning and Community Development] **Housing & Citizen Services**. Such repayment agreement shall be placed of record and shall become and remain a lien and encumbrance on the building and land upon which the building is located until paid in full. Said grant of assistance shall become due and payable immediately upon the transfer of title to said land and building by the owner, or, upon the death of the owner, unless title to said land and building shall pass to the spouse of or an issue of such owner who meets the qualification of Subsection (c) hereof, and the Department of [Planning and Community Development] **Housing & Citizen Services** shall certify the same in writing to the Director of Finance within sixty (60) days after the death of such owner. Failure of the surviving spouse or issue of the deceased owner to request and obtain such certification from the Director of the Department of [Planning and Community Development or designee thereof] **Housing & Citizen Services** within said sixty-day period shall conclusively constitute a waiver of all rights of such surviving spouse or issue to further defer repayment of the grant of assistance.

(g) All repayments of rehabilitation grants of assistance shall be credited to the Emergency Housing Rehabilitation Fund.

(h) Nothing contained in this Section shall obligate the City Council to appropriate funds to the Emergency Housing Rehabilitation Fund.

SECTION 4.

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

SECTION 5.

This Ordinance is subject to and conditioned upon City Council passage and approval of an ordinance submitted contemporaneously herewith and captioned "AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY adding a section entitled housing & Citizen Services, adding One (1) full-time housing & citizen services director to THE AUTHORIZED staffing of the housing & citizen services Department and amendment of the Planning and Community Development authorized staffing as part of a reorganization" (the "Staffing Ordinance:).

SECTION 6.

Subject to such conditions, 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 June 9, 2025.

Final adoption of Ordinance by City Council on June 23, 2025.

DocuSigned by:
Mark Duff
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President of City Council

Action by the Mayor:

Approved on 6/25/2025 | 2:55 PM MDT.

Disapproved on _____ based on the following objections:

Signed by:
[Signature]
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Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

DocuSigned by:
[Signature]
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City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor
Scott Hobson, Acting Director Planning and Community Development
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY ADDING A SECTION ENTITLED HOUSING & CITIZEN SERVICES, ADDING ONE (1) FULL-TIME HOUSING & CITIZEN SERVICES DIRECTOR TO THE AUTHORIZED STAFFING OF THE HOUSING & CITIZEN SERVICES DEPARTMENT AND AMENDMENT OF THE PLANNING AND COMMUNITY DEVELOPMENT AUTHORIZED STAFFING AS PART OF A REORGANIZATION.

SUMMARY:

A review of ways to enhance operational efficiency related to development and housing activities has been underway within the Planning & Community Development Department with an emphasis on the housing function for the City of Pueblo.

This review and request for reorganization essentially reverses the prior administration's request and Council approval to abolish the Housing & Citizen Services Department making it a subordinate division within Planning & Community Development. The current administration, with the concurrence of staff involved feel that this arrangement has not been as successful as hoped and given the ongoing and critical housing needs of the community the re-establishment of a stand-alone department is the best organizational approach to place appropriate emphasis on these objectives of affordable housing and rehabilitation within the community.

This reorganization will include changes in reporting structure for all staff currently assigned to the Housing & Citizen Services Department to a new division focused on housing program activities within the Planning & Community Development Department.

PREVIOUS COUNCIL ACTION:

On November 27, 2023, Ordinance No. 10595 was approved by City Council. This

Ordinance abolished the Housing & Citizen Services Director position and added a subordinate division manager over the housing function for the City.

On December 9, 2024, Ordinance No.10852 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2025.

BACKGROUND:

It has become apparent that the previous organizational arrangement has been less effective than desired. With the passage of recent legislation which will greatly broaden available funding to address critical housing issues in the community, the housing function requires department-level emphasis and leadership.

Current Organizational/Functional Chart – Housing Function



Reorganization and Reporting Changes

The reorganization will include the movement of all Housing & Citizen Services staff back to a re-established Housing & Citizen Services Department.



Staffing Changes

With changes accomplished through a related ordinance which amends various provisions of the Pueblo Municipal Code, some of the duties and director level authorities currently associated with and performed by the Planning & Community Development Director will be transferred back to the re-established Housing & Citizen Services Director.

Therefore, the re-established position of Housing & Citizen Services Director is proposed within this staffing ordinance. This position will provide director-level leadership of the housing program staff, will oversee all housing activities to include non-profit funding

FINANCIAL IMPLICATIONS:

The cost of the re-established director position is outlined below.

Housing & Citizen Services Director

Cost Item	Approximate Annual Cost	Approximate Cost for 6 months
Salary	\$ 114,378	\$ 57,189
Retirement (PERA)	\$ 16,905	\$ 8,453
Health Insurance	\$ 23,717	\$ 11,859
Dental Insurance	\$ 296	\$ 148
Life Insurance	\$ 72	\$ 36
Medicare	\$ 1,658	\$ 829
Estimated Position Cost	\$ 157,027	\$ 78,514

Like all housing positions within the City organization, this position will be initially funded by the General Fund with reimbursement through federal HUD funds for all position costs.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

The no action alternative would be to retain current staffing levels and classifications. The suggested change represents a more efficient and effective way to accomplish the objectives of the City’s housing program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO 10975

AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY ADDING A SECTION ENTITLED HOUSING & CITIZEN SERVICES, ADDING ONE (1) FULL-TIME HOUSING & CITIZEN SERVICES DIRECTOR TO THE AUTHORIZED STAFFING OF THE HOUSING & CITIZEN SERVICES DEPARTMENT AND AMENDMENT OF THE PLANNING AND COMMUNITY DEVELOPMENT AUTHORIZED STAFFING AS PART OF A REORGANIZATION.

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for delivering housing and citizen services to the community; NOW THEREFORE

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

SECTION 1.

The following sections captioned “Planning & Community Development” of Ordinance No. 10852, the 2025 Staffing Ordinance, shall be amended as follows:

<u>Planning & Community Development</u>	
Director of Planning & Community Development	1
Assistant Mayor/Community Investment	1
Administrative Technician	[2]1
[CDBG/HOME & Housing Administrator	1]
[Community Development Specialist	1]
[Housing/Community Development Coordinator II	1]
[Housing & Community Development Specialist	1]
Land Use Technician II	1
Land Use Technician	1
MPO Manager	1
Planner	4
Principal Planner	1
Senior Office Assistant	1
Senior Planner	2
Transportation Planning Technician	1
Total	[20] 15

The following section entitled “Housing & Citizen Services” shall be added to Ordinance No. 10852, the 2025 Staffing Ordinance:

Housing & Citizen Services

<u>Director Housing & Citizen Services</u>	<u>1</u>
<u>CDBG/HOME & Housing Administrator</u>	<u>1</u>
<u>Community Development Specialist</u>	<u>1</u>
<u>Housing/Community Development Coord II</u>	<u>1</u>
<u>Housing & Community Development Specialist</u>	<u>1</u>
<u>Administrative Technician</u>	<u>1</u>
Total	<u>6</u>

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 Ordinance to effectuate and transactions described therein.

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2022 Budget and staffing with respect to the number and allocation of positions within the Stormwater Department and 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 June 09, 2025.

Final adoption of Ordinance by City Council on June 23, 2025.

DocuSigned by:
Mark Cliff


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President of City Council

Action by the Mayor:

Approved on 6/25/2025 | 2:56 PM MDT.

Disapproved on _____ based on the following objections:

Signed by:

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Mayor

Action by City Council After Disapproval by the Mayor:

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


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

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

President of City Council

ATTEST

City Clerk

DocuSigned by:

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5 OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FISCAL YEAR 2025 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR DIRECTOR OF HOUSING & CITIZEN SERVICES

SUMMARY:

Attached for consideration is an amended Pay Plan Ordinance that reflects the addition of the pay rate and salary schedule for the classification of Director Housing & Citizen Services.

PREVIOUS COUNCIL ACTION:

On December 9, 2024, Ordinance No.10853 was approved by City Council. This Ordinance provided the classification and pay plan for Fiscal Year 2025.

BACKGROUND:

The Mayor along with the re-established Housing & Citizen Services Department desire to add a full-time position to perform the leadership, compliance, coordination and administrative activities associated with the Community Development Block Grant, HOME Grant, and other housing activities within the department. The new classification title will be Director Housing & Citizen Services. The creation of this position is part of a reorganization.

This position will be an appointed, non-bargaining position within the City.

FINANCIAL IMPLICATIONS:

The cost of the re-established director position is outlined below.

Housing & Citizen Services Director

Cost Item	Approximate Annual Cost	Approximate Cost for 6 months
Salary	\$ 114,378	\$ 57,189
Retirement (PERA)	\$ 16,905	\$ 8,453
Health Insurance	\$ 23,717	\$ 11,859
Dental Insurance	\$ 296	\$ 148
Life Insurance	\$ 72	\$ 36
Medicare	\$ 1,658	\$ 829
Estimated Position Cost	\$ 157,027	\$ 78,514

Like all housing positions within the City organization, this position will be initially funded by the General Fund with reimbursement through federal HUD funds for all position costs.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The suggested change establishes the 2025 salary range for the classification of Director Housing & Citizen Services. If this ordinance is not approved, and assuming the establishment of the Director Housing & Citizen Services position is approved, no salary range will be associated with the classification and the position cannot be filled.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10976

AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5 OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FISCAL YEAR 2025 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR DIRECTOR OF HOUSING & CITIZEN SERVICES

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

SECTION 1.

Section 6-5-16 (C) of Chapter 5, of Title VI, of the Pueblo Municipal Code referencing the Fiscal Year 2025 pay scale for the classification of Director Housing & Citizen Services is established and enacted as follows:

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

C. The monthly pay range for the classification of Director Housing & Citizen Services in 2025:

<i>CLASS TITLE</i>	<i>MONTHLY BASE SALARY</i>	<i>MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)</i>
(C) APPOINTED		
Director/Housing & Citizen Services	9531.54	11650.72

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 Ordinance to effectuate and 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 June 09, 2025.

Final adoption of Ordinance by City Council on June 23, 2025.


DocuSigned by:

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 President of City Council

Action by the Mayor:

Approved on 6/25/2025 | 2:57 PM MDT.

Disapproved on _____ based on the following objections:

Signed by:

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Mayor

Action by City Council After Disapproval by the Mayor:


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

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

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

President of City Council

ATTEST

DocuSigned by:

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City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ESTABLISHING CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND

SUMMARY:

Attached is a proposed Ordinance which expands the definition of “primary job” and “capital improvement project” and “project” to include projects of economic significance which act as economic catalysts.

PREVIOUS COUNCIL ACTION:

The Half-Cent Sales Tax Criteria Ordinance was amended by City Council by Ordinance No. 8509, dated August 27, 2012, Ordinance No. 8801 dated November 24, 2014, and Ordinance No. 9698 dated April 13, 2020.

BACKGROUND:

The 1992-2026 Sales and Use Tax Capital Improvement Projects Fund, commonly referred to as the “half-cent sales tax fund,” was established by voters years ago and has been extended multiple times for the purpose of funding job-creating capital improvement projects within the City. By voter-approved Ordinance 8197 dated November 2, 2010, City voters delegated to City Council the authority and responsibility to initially establish and then amend, by ordinance, appropriate criteria, standards, rules and regulations for the appropriation and expenditure of monies in the Fund.

FINANCIAL IMPLICATIONS:

The Fund currently contains more than \$70 million dollars in unobligated funds. The proposed ordinance would authorize City Council to spend half-cent sales tax funds, either through a loan or a direct investment, to prevent economic leading, to promote

place making projects, or to complete economic catalyst projects.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

A no-action alternative will maintain the status quo.

RECOMMENDATION:

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ESTABLISHING CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND

WHEREAS, the people of the City of Pueblo have repeatedly extended the one-half percent sales and use tax rate for job-creating projects within the City and the Pueblo Memorial Airport Industrial Park; and

WHEREAS, the people of Pueblo by Ordinance Numbers 5668, 5978 and 8197 have authorized and directed the City Council to establish by ordinance the criteria, standards, rules and regulations for the appropriation and expenditure of revenues contained within the 1992-2026 Sales and Use Tax Capital Improvement Fund (the "Fund"); and

WHEREAS, primary job creation is spurred by investment in infrastructure that will encourage development; and

WHEREAS, primary job creation is spurred by encouraging projects of economic significance that will act as economic catalysts and further expand the City of Pueblo's sales tax base; and

WHEREAS, the long-term management and maintenance of the community is crucial for economic development by ensuring a vibrant, attractive, and sustainable environment that will attract and retain residents, businesses, and investment; NOW THEREFORE,

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

SECTION 1.

Chapter 4 of Title XIV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 14-4-85.1. Sales and Use Tax Capital Improvement Project Fund; definitions.

. . .

- (2) *Capital improvement project or project* means a project or improvement of a permanent or fixed nature and includes the acquisition of property (both real property and tangible personal property, except inventory or property held for sale to customers in the ordinary course of business), the construction, extension, remodeling or rehabilitation of buildings or structures within which individuals are customarily employed or which are customarily used to house machinery or equipment, and the installation or extension of streets, sanitary sewer, water or other utilities required to serve a project **or Economic Catalyst Project, promote Place Making, or prevent Economic Leakage.** *Capital improvement project or project* also means a regional tourism project, approved by the Colorado Economic Development Commission, which qualifies for state sales tax increment revenue pursuant to the Colorado Regional Tourism Act, C.R.S. 24-46-301 et seq.

• • •

(3.1) Economic Catalyst Project means a project that has a substantial impact on the economic well-being of the City, community, or region by substantially stimulating economic growth and development, creating new jobs, increasing consumer spending, expanding the tax base, or attracting further investment in the City, community, or region.

(3.2) Economic Leakage means the reduction of economic activity within the City caused by the outflow of resources, such as money and tax revenues from the local economy, hindering growth and expansion of the community.

• • •

(6.5) Place Making means the process and act of creating high-quality public spaces and amenities that encourage people to want to live, work, play, and learn in the City, community, or region.

• • •

(7) *Primary job* means:

(a) a full-time position in private sector employment by manufacturing, business, commercial or service industries producing, assembling or distributing products or providing services primarily or ultimately for sale, consumption, or use outside of the City and County of Pueblo, Colorado;[.]

(b) [*Primary job* also means] employment resulting from a regional tourism project, approved by the Colorado Economic Development Commission, which qualifies for state sales tax increment revenue pursuant to the Colorado Regional Tourism Act, C.R.S. 24-46-301 *et seq.*; and

(c) employment resulting from an Economic Catalyst Project.

SECTION 2.

Chapter 4 of Title XIV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 14-4-85.3. – Sales and Use Tax Capital Improvement Projects Fund; approval, criteria and standards.

• • •

(b) Each of the following criteria and standards must be met before City Council may by resolution approve an application for funds:

• • •

(9) The total amount expended on one or more Economic Catalyst, Economic Leakage, or Place Making Projects in any given year shall not exceed, in aggregate, fifteen percent (15%) of the total uncommitted fund balance in the Sales and Use Tax Capital Improvement Fund as of January 1 of that year.

SECTION 3.

Sec. 14-4-85.5. Sales and Use Tax Capital Improvement Project Fund; special categories.

(1) Acquisition of land and construction of so-called shell buildings or the acquisition, remodeling and renovation of existing buildings for the purpose of **preventing Economic Leakage, or** making such buildings available for **Place Making, or** applicants or potential applicants who meet the standards and criteria of this Chapter.

. . .

(3) Land acquisition, infrastructure development and professional services associated therewith **to prevent Economic Leakage and** to establish and facilitate **Place Making or** the creation of *primary jobs* within the City and enhance the City's tax base, including but not limited to establishment and development of one (1) or more industrial parks or development sites.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or appropriate to implement the transactions 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



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE ESTABLISHING THE CITY OF PUEBLO HUMAN RELATIONS COMMISSION, APPOINTING A CHAIRMAN AND MEMBERS THERETO, APPROVING BYLAWS, AND REPEALING ORDINANCE NOS. 6695 AND 9609

SUMMARY:

This Ordinance establishes the City of Pueblo Human Relations Commission, appoints a chairman and members, and approves the Commission's Bylaws.

PREVIOUS COUNCIL ACTION:

Previously, Council passed Ordinance 6695 which approved an Intergovernmental Agreement between the City of Pueblo and Pueblo County establishing the Pueblo Human Relations Commission on June 11, 2001.

Council then passed Ordinance 9609 which approved an amended Intergovernmental Agreement replacing the original intergovernmental agreement governing the Human Relations Commission between the Board of County Commissioners of Pueblo County and the City Council for the City of Pueblo on November 27, 2019.

BACKGROUND:

On March 27, 2025 the Board of County Commissioners of Pueblo County approved Resolution 25-076 unilaterally withdrawing from the 2019 Pueblo Human Relations Commission Intergovernmental Agreement. It is the desire of the Commission members and the Mayor for the Commission to continue in its role independent of Pueblo County.

FINANCIAL IMPLICATIONS:

City Council has traditionally provided financial support to the Commission during its annual budget process.

BOARD/COMMISSION RECOMMENDATION:

The Human Relations Commission, as it previously existed with Pueblo County, supports this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The City Council could choose not to adopt this Ordinance and allow the Human Relations Commission to proceed without the support of the City.

RECOMMENDATION:

Passage of the Ordinance

ATTACHMENTS:

1. Attachment A - 2025 Human Relations Commission Roster
2. HRC bylaws DRAFT 2025

ORDINANCE NO. 10977

AN ORDINANCE ESTABLISHING THE CITY OF PUEBLO HUMAN RELATIONS COMMISSION, APPOINTING A CHAIRMAN AND MEMBERS THERETO, APPROVING BYLAWS, AND REPEALING ORDINANCE NOS. 6695 AND 9609

WHEREAS, members of the community have encouraged the formation of a commission to function within the City of Pueblo to provide an instrumentality through which the City of Pueblo may officially encourage and bring about mutual understanding and respect for all persons of any race, creed, color, disability, gender, sexual orientation or national origin throughout the City, and help give effect to the guarantee of equal rights for all as assured by the constitution and laws of the state of Colorado and United States; and

WHEREAS, Ordinance 6695 approved an Intergovernmental Agreement between the City of Pueblo and Pueblo County establishing the Pueblo Human Relations Commission on June 11, 2001; and

WHEREAS, Ordinance 9609 approved an amended Intergovernmental Agreement replacing the original intergovernmental agreement governing the Human Relations Commission between the Board of County Commissioners of Pueblo County and the City Council for the City of Pueblo on November 27, 2019; and

WHEREAS, on March 27, 2025 the Board of County Commissioners of Pueblo County approved Resolution 25-076 unilaterally withdrawing from the 2019 Pueblo Human Relations Commission Intergovernmental Agreement; and

WHEREAS, by the terms of the 2019 Intergovernmental Agreement, upon the withdrawal of Pueblo County from the Agreement, any member of the Commission appointed by Pueblo County automatically expired and was vacated; additionally, the withdrawal of Pueblo County immediately terminated the 2019 Intergovernmental Agreement, allowing the Commission to continue as permitted by City Council; NOW, THEREFORE,

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

SECTION 1.

Ordinance 6695 dated June 11, 2001 and Ordinance 9609 dated November 27, 2019 are hereby repealed.

SECTION 2.

There is hereby created a Pueblo Human Relations Commission (the "Commission") whose purpose is to advise the Mayor and City Council in establishing policies, procedures, and programs to address human relations and discrimination issues in the community and other such policies as described in the Commission's Bylaws.

SECTION 3.

The City Council hereby adopts the Bylaws attached hereto and incorporated herein by reference for the purpose of guiding the Commission in accomplishing its mission.

SECTION 4.

The persons listed on Attachment "A" are hereby appointed to serve as members of the Commission for the terms indicated.

SECTION 5.

Claire Schad is hereby appointed to serve as Chair of the Commission.

SECTION 6.

The Commission established hereby may be subsequently dissolved by the Mayor subject to the approval of City Council.

SECTION 7.

The officers and staff of the City are authorized and directed to take any and all required actions which are necessary or proper to implement the appointments, bylaws and policies and procedures described herein.

SECTION 8.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 09, 2025.

Final adoption of Ordinance by City Council on June 23, 2025.


DocuSigned by:
Mark Aliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

Approved on 6/25/2025 | 2:57 PM MDT.

Disapproved on _____ based on the following objections:

Signed by:

3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

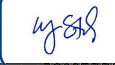
Council did not act to override the Mayor's veto.

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

City of Pueblo

Pueblo Human Relations Commission

Board Roster	Term
1. Benji Caldera	Dec 31, 2022 – Dec 31, 2025
2. Dawn Tripp-Sena	Dec 31, 2023 – Dec 31, 2026
3. Claire Schad	Dec 31, 2023 – Dec 31, 2026
4. Erik Segall	Dec 31, 2024 – Dec 31, 2027
5. Brandon Martinez	Dec 31, 2024 – Dec 31, 2025 (Youth Member)
6. Rose Works	Dec 31, 2022 – Dec 31, 2025
7. Devin Klock	Dec 31, 2022 – Dec 31, 2025
8. Shelby Bitz	Dec 31, 2023 – Dec 31, 2026
9. Timothy Trujillo	Dec 31, 2024 – Dec 31, 2027
10. Vacancy	Dec 31, 2024 – Dec 31, 2027

PUEBLO HUMAN RELATIONS COMMISSION BYLAWS

ARTICLE I. NAME

PUEBLO HUMAN RELATIONS COMMISSION

ARTICLE II. OBJECT OR PURPOSE OF COMMISSION

The functions of the Pueblo Human Relations Commission (HRC) are as follows:

- A. Foster mutual respect and understanding and create an atmosphere conducive to the promotion of amicable relations among all members of the community;
- B. Serve as an authority and clearinghouse (entry point) through which citizens can convey their suggestions and/or receive information with respect to human relations;
- C. Advise and assist the City of Pueblo (the “City”), in establishing policies, procedures, and programs to address human relations and discrimination issues in the community;
- D. Advocate for and/or facilitate human relations issues in the community;
- E. Present educational programs which promote understanding and dialogue on human relations matters.
- F. Assist outside agencies in resolving human relations problems, modifying service to meet the changing needs of the community on human relations issues and coordinating human relations efforts with other agencies.
- G. Address other community issues as identified by the community and/or the City.
- H. Encourage citizen involvement in municipal, county and regional government processes.
- I. Receive and investigate (1) complaints of racial, religious and ethnic group tensions and misunderstandings and (2) practices of racial, religious, or ethnic discrimination of any person, agency, group or organization.
- J. Hold hearings related to matters of racial, religious or ethnic discrimination and/or tensions.
- K. Issue an annual public report pertaining to its activities and any concerns, conclusions or findings made by the commission during the course of the year.
- L. Attempt to serve as a clearinghouse and agency to encourage cooperation between various religious, racial and ethnic groups, community organizations, labor organizations, and fraternal and benevolent associations.

ARTICLE III. MEMBERSHIP, TERM, VACANCIES

The membership of the Commission shall consist of ten (10) members, one of whom shall be between

fifteen (15) and twenty-one (21) years of age. Members shall serve without compensation. The City shall strive to make the commission broadly representative of the religious, racial, gender, sexual orientation, disabled, ethnic and generational groups of the City. The Chair of the Commission may, but is not required to, communicate to the Mayor any needs the board has to achieve broad representation of the community.

The youth member shall serve a one-year term. The remaining members shall be appointed for staggered three-year terms.

A commission member may be subject to removal by the Mayor. Any vacancy during the unexpired term of any member is filled by the Mayor, subject to Council confirmation, for the remainder of the term.

ARTICLE IV. RESPONSIBILITIES OF MEMBERS OF THE COMMISSION

The members of the commission shall have the responsibility to see that the purposes of HRC are fulfilled. In addition, the members shall have responsibilities for raising additional funds through various initiatives, including but not limited to, fundraisers, special events, mailings, etc. They shall have the responsibility for monitoring all aspects of spending and other financial outlays of HRC, and they shall have the duty to regularly report on the financial activities and spending of the commission, including but not limited to filing regular reports of all spending by the commission, directors, employees, volunteers or any other individuals associated with the commission.

ARTICLE V. RESIGNATION

HRC members may resign from the Pueblo Human Relations Commission at any time. It is desirable that members provide written notice to HRC's Chairperson at least forty-five (45) days prior to the effective date of the resignation.

ARTICLE VI. ABSENCES

The Mayor's Office will be notified of any member absent without excuse from four (4) regular meetings per calendar year or three (3) successive meetings for dismissal from the Pueblo Human Relations Commission.

ARTICLE VII. OFFICERS

The Executive Committee of officers of the Pueblo Human Relations Commission shall be comprised of a Chairperson, Vice-Chairperson, Secretary and Treasurer.

ARTICLE VIII. NOMINATION AND ELECTION OF OFFICERS

All officers of HRC must be members of HRC.

The HRC shall select from its membership a Chairperson of the commission. The commission shall select other officers serving on the Executive Committee.

The election of the Chairperson, Vice-Chairperson, Secretary and Treasurer shall occur every two (2) years or when a vacancy occurs. These officers shall serve a term of two (2) years. Nominations for and the election of officers will occur annually at the January regular meeting. When it appears that nominations have ceased, the presiding officer shall declare nominations closed. A majority of the votes cast is required for election of officers. Should no individual receive a majority of the votes cast, a run-off will occur between the two (2) individuals having the greatest number of votes for any given office.

ARTICLE IX. OFFICERS' TERM OF OFFICE

Officers may be re-elected for a second term but may not serve more than two (2) consecutive full terms in the same office.

ARTICLE X. DUTIES OF OFFICERS

CHAIRPERSON

The Chairperson shall serve as the Chair of the commission and shall preside at all commission meetings. The Chairperson shall have such other duties as are designated by the commission. The Chairperson may delegate authority to other members. The Chairperson will sign, with the Treasurer or any other proper officer of the commission, all contracts and documents authorized generally or specifically by the commission. The Chairperson shall serve as the official spokesperson for the commission. The Chairperson will ensure that new commissioners receive an orientation to enable them to appropriately perform their duties.

VICE-CHAIRPERSON

The Vice-Chairperson shall conduct meetings and perform the duties of the Chairperson in the absence of the Chairperson. The Vice-Chairperson shall have such other duties as may be delegated by the Chairperson or designated by the commission.

SECRETARY

The Secretary shall record meeting minutes and solicit corrections at meetings. The Secretary shall maintain and be the custodian of the commission's records. The Secretary shall be responsible for the giving and serving of all notices required by the bylaws and any other notices of the commission. The Secretary shall keep an updated list of all members with their terms, email addresses, mailing addresses and telephone numbers. The Secretary shall cause to be kept all books, documents, and communications and shall cause to be kept an accurate record of proceedings of the commission.

The Secretary may have the assistance of paid staff or retained professionals in fulfilling his/her duties.

TREASURER

The Treasurer shall have authority and custody of all funds of the commission. They shall keep, or cause to be kept, full and accurate accounts of receipts and disbursements of the commission and shall

deposit or cause to be deposited all monies and other valuables of the commission in the depositories which the commission may designate. At each meeting, and whenever required by the commission, they shall render a statement of accounts. They shall be responsible for the timely filing of all tax returns and arranging for the annual audit. The Treasurer shall, at all reasonable times, exhibit the commission's books and accounts to any director of the commission and shall perform all duties customarily incident to the position subject to the control of the commission.

The Treasurer will prepare monthly financial statements for the review of the commission as well as a year-end financial statement. Jointly with the Executive Committee, the Treasurer shall be required to prepare an annual budget for the following year which must be presented to the commission at the June meeting. The Treasurer will also prepare a quarterly report for review by the Mayor. Funds of the commission are to be disbursed by the Treasurer for any related and appropriate purposes.

The Treasurer may have the assistance of paid staff or retained professionals in fulfilling his/her duties.

ARTICLE XI. MEETINGS

Regularly scheduled meetings of the Pueblo Human Relations Commission will be held monthly and will be open to the public. The meetings shall be held in the evening unless otherwise specified by membership consent. Special HRC meetings may be called by the Chairperson with notice sent to HRC members forty-eight (48) hours in advance of the scheduled meeting.

ARTICLE XII. QUORUM

A majority of the currently appointed members shall constitute a quorum. In the event that an equal number of commissioners are currently appointed half of those members shall constitute a quorum.

ARTICLE XIII. CONFLICTS OF INTEREST

Any HRC member or individual who belongs to a member's immediate family who holds or appears to hold a financial or fiduciary interest in a matter before the HRC shall disclose the potential conflict of interest and shall not take part in the discussion or voting on said issue. Any HRC member or individual who belongs to a member's immediate family who is an employee of an entity whose conduct is being reviewed by HRC shall disclose the potential conflict of interest and may partake in any discussions pertaining to the subject matter but may not vote on said subject matter.

No member of the commission shall have any personal liability to the commission or to the commission members, if any, for monetary damages for breach of fiduciary duty as a member; except that this provision shall not eliminate or limit the liability of a director for monetary loss for: any breach of a member's duty of loyalty to the commission; act or omission not in good faith or which involves intentional misconduct or a knowing violation of law; acts specified in C.R.S. Section 7-108-401 relating to loans of officers and directors; or any transaction from which the director received an improper personal benefit.

ARTICLE XIV. CALENDAR YEAR

The Human Relations Commission shall establish a calendar year beginning January 1st and ending on December 31st. The calendar year may or may not be the same as the commission's fiscal year. The HRC work plan, for the current year, shall be summarized in December and a work plan for the next year will be established in December.

ARTICLE XV. VOTING AND AMENDING BYLAWS

Any resolutions, acts or decisions by HRC will be made by majority vote at any meeting. However, in order to amend the bylaws of HRC, it will take a majority vote of two-thirds (2/3) of the total HRC Membership. Any proposed amendment of the bylaws must be proposed in writing, at least thirty (30) days prior to the meeting at which the amendment is to be acted upon, with a copy also submitted to the Mayor's Office.

Amendments to the Pueblo Human Relations Commission's bylaws must be in compliance with Colorado law and in accordance with Pueblo Municipal Ordinance No. [REDACTED], establishing the Pueblo Human Relations Commission.

ARTICLE XVI. PARLIAMENTARY AUTHORITY

Proceedings not governed by the Human Relations Commission bylaws shall be governed by the most recent version of Bob's Rules of Order, a copy of which is attached hereto as Exhibit A.

ARTICLE XVII. STANDING COMMITTEES

HRC will establish committees as needed. All committees must be chaired by a member of the HRC but may have individuals from the community serving on said committees.

ARTICLE XVIII. OPEN MEETINGS

All meetings of HRC shall be conducted in accordance with the Colorado Open Meetings Law, Section 24-6-401, *et seq.*, as amended.

ARTICLE XIX. BUDGET APPROVAL

In June of each year, the HRC members shall annually approve a budget for the following year.

ARTICLE XX. INDEMNIFICATION

The Human Relations Commission shall, to the extent permitted and within the limitations of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, indemnify and defend each member, officer and employee of the commission in connection with any claim or actual or threatened suit, action or proceeding in which they may be involved in his or her official capacity by reason of his or her being or having been a member, officer or employee of the commission or by reason of any action or omission by him or her in any such capacity; provided, however, that the commission shall have no obligation to indemnify and defend any such member officer or employee of the commission

for any suit, claim, action or proceeding arising out of criminal offenses, willful and wanton acts or omissions or gross negligence of such member, officer or employee. The commission's obligations pursuant to this Article shall be limited to monies of the commission available for such purposes, including but not limited to insurance proceeds.

ARTICLE XXI. STAFF

HRC has the power and authority to hire and fire staff as needed. Staff members shall carry out duties as assigned by the commission. The commission shall only assign duties that are consistent with these bylaws, the ordinance creating the commission, and the commission's articles of incorporation. Staff members shall be responsible to the commission as a whole (as governed by the chair) and not to any member of the commission individually.

ARTICLE XXII. TAX EXEMPT STATUS

The commission shall be operated as a non-profit corporation, exclusive for charitable and educational purposes. No part of the activities of the commission shall consist of carrying on propaganda or otherwise attempting to influence legislation and the commission shall not participate in or intervene (including the publishing or distribution of statements) in any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these bylaws, the commission shall not carry on any other activity not permitted to be carried on by (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future federal tax code or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code or corresponding sections of any future federal tax code. It is the express intention that the commission shall at all times qualify as tax exempt under Section 501(c)(3) of the Internal Revenue Code, as amended, so that all donations to the commission shall be deductible from taxable income of the donating party to the extent allowed by law.

ARTICLE XXIII. DISSOLUTION

The commission and its commissioners shall, at all times, adhere to the provisions of Part 10 of Article 1 of Title 15, Colorado Revised Statutes, as amended. The commission and the directors shall see to it that all of the income of the commission and all of its assets are devoted exclusively to educational and charitable purposes and that sufficient amounts of income, even to the extent of all, are used to assure that the commission will retain its charitable status. In the event of dissolution or final liquidation of the commission, none of such property or assets or proceeds therefore shall inure to the benefit of any individual, but shall, after all liabilities and obligations of the commission have been paid and satisfied or provisions otherwise made for, be distributed for charitable purposes within the State of Colorado.

ARTICLE XXIV. MISCELLANEOUS

This commission is not formed for pecuniary or financial gain and no part of the assets, income or profits of the commission is distributable to or inures to the benefit of its officers or members except to the extent permitted under the not-for-profit corporation laws of the State of Colorado.

No substantial part of the activities of the commission shall be to carry on propaganda or to otherwise attempt to influence legislation. The commission shall not participate in or intervene (including publication or distribution of statements) in any political campaign on behalf of any candidates for public office. The commission may, however, elect to make expenditures to influence legislation pursuant to I.R.S. Code Section 501(h) and 4911. The commission in such event shall not make expenditures in excess.

END OF BYLAWS



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 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 AMENDMENT TO THE PUEBLO REGIONAL COMPREHENSIVE PLAN, SEPTEMBER 2022 FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

SUMMARY:

Attached for consideration is the 2025 amendment to the Pueblo Regional Comprehensive Plan for the Physical Development of Pueblo, a Colorado Municipal Corporation, otherwise known as “Pueblo Regional Comprehensive Plan, September 2022.”

PREVIOUS COUNCIL ACTION:

Pueblo’s Regional Comprehensive Plan was adopted by the Pueblo City Council August 8, 2022, by Ordinance No. 10247.
Pueblo Recreation Resort Annexation 1, Ordinance 10888
Pueblo Recreation Resort Annexation 2, Ordinance 10889

BACKGROUND:

The subject property was annexed into the City as the Pueblo Recreation Resort Annexation No. 2 in January 2025 following a 5-0 recommendation of approval from the Planning and Zoning Commission in December 2024. The property included in the Pueblo Regional Comprehensive Plan amendment is the 175.914-acres that is the southern portion of the annexation area, that is proposed to be rezoned to R-6, Multiple Residential and Commercial District to facilitate the development of a recreational vehicle (RV) resort, neighborhood-scale commercial, and a residential development intended to support the RV resort.

The applicant is requesting to amend the Pueblo Regional Comprehensive Plan, 2022 future land use designations from Suburban Neighborhood (30.6-acres) and Special Development Area (147-acres) to a Commercial Mixed-Use future land use designation

to facilitate rezoning the site to a R-6 Zone District. The current Comprehensive Plan Suburban Neighborhood future land use designation does not support the proposed development or allowed uses in the R-6 Zone District. Areas designated as Special Development are characterized as potentially serviceable areas that may be suitable for future annexation, subject to evaluation criteria for Major Projects, which include the ability of the petitioner/developer to fund all necessary utility extensions, transportation infrastructure, dedication of land for public services and the ability for the municipality to provide life/safety services.

The Pueblo Regional Comprehensive Plan, 2022, states that “periodic plan amendments and updates will be necessary to keep the Regional Comprehensive Plan relevant as conditions change, new issues and opportunities emerge, actions are completed and priorities shift,” (p.14). The applicant attests that this provision in the Comprehensive Plan is applicable to their proposed development plans as it is a new opportunity that has emerged since initial adoption of the plan. In their application materials, the applicant demonstrates that the proposed R-6 rezoning furthers the following specific goals of the Comprehensive Plan: providing for a diversity of lifestyles, creating attainable housing options, providing for higher-density housing to support major commercial areas, promoting tourism, and supporting local events and attractions. The Comprehensive Plan does specifically promote attainable housing options and higher density residential development, as well as preserving existing tourist attractions and expanding opportunities to promote tourism within the city and county.

As noted in the Comprehensive Plan, “Pueblo offers a fantastic climate, a full slate of outdoor activities, and many attractions and events.” The plan further states that “unlike other Front Range communities, Pueblo offers easier access to the outdoors, less heavily trafficked trails, a robust agricultural community, and a rich multi-cultural history.” These qualities, “offer a solid base from which to grow a tourism economy alongside enhancements to the community quality of life,” (p. 260). This specific language from the Comprehensive Plan supports the applicant’s development plans. The proposed Commercial Mixed-Use future land use designation allows for large-format retail, personal services, office, entertainment, and higher-density residential uses. According to the Municipal Code, the standards of the R-6 Zone District are designed to retain and provide areas of mixed residence, commercial use, and accommodations for transients. The R-6 Zone District accommodates all proposed land uses within the southern portion of the Recreation Resort annexation area.

The portion of the subject property currently in the Suburban Neighborhood future land use designation is located in the northeast corner of the rezoning site adjacent to Hwy 78. Areas designated as Suburban Neighborhood are generally characterized by neighborhoods developed with single-family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types. Residential density in these neighborhoods that are limited to two to five dwelling units per acre. Supporting land uses consist of single-family attached homes, duplexes, townhomes, and neighborhood-scale commercial. The applicants intend to develop the proposed RV Resort water park in the portion of their property currently designated as Suburban Neighborhood, which does not provide for commercial recreation uses, therefore requiring an amendment to the future land use designation to a Commercial Mixed-Use designation prior to rezoning to facilitate the RV resort use.

The portion designated Special Development Area is located south of the Suburban Neighborhood future land use area with approximately 922.76 feet of frontage along Hwy 78. According to the Special Development Area characteristics, “future land use categories should be assigned through a Comprehensive Plan amendment at the time of annexation.” Following the provisions of the Comprehensive Plan criteria for Special Development future land use designations, the approved Pueblo Recreation Resort Annexation Agreement, states that “prior to the approval of a zoning map amendment application, the Petitioner shall file an application for a comprehensive plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed-Use designation.” Areas designated as Special Development are characterized as potentially serviceable areas that may be suitable for future annexation, subject to evaluation criteria for Major Projects, which include the ability of the developer to fund all necessary utility extension, transportation infrastructure, dedication of land for public services and the ability for the municipality to provide life/safety services. City staff has determined that the proposed project meets the evaluation criteria for a Major Project, and thus constitutes the proposed amendment to the Comprehensive Plan.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 14, 2025, Regular Meeting, voted 4-3 to recommend approval. Castellucci, Avalos and Aznar dissenting.

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 rezoned.

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. CP-25-01 Attachments

ORDINANCE NO. 10978

AN ORDINANCE APPROVING AN AMENDMENT TO THE PUEBLO REGIONAL COMPREHENSIVE PLAN, SEPTEMBER 2022 FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

WHEREAS, the City Planning and Zoning Commission is authorized to prepare and submit to the City Council for its approval a 2025 Amendment to the Pueblo Regional Comprehensive Plan for the physical development of the City; and,

WHEREAS, the City Planning and Zoning Commission, after a public hearing thereon conducted after due publication, has approved said amendment and submitted same to City Council for its approval. NOW THEREFORE,

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

SECTION 1.

The 2025 Amendment to the Pueblo Regional Comprehensive Plan for the Physical Development of Pueblo, heretofore approved by the City Planning and Zoning Commission and submitted to the City Council for approval, copies of which are attached hereto, is hereby approved and adopted as the Master Plan for the Physical Development of the City with the changes thereto recommended by the City Planning and Zoning Commission.

SECTION 2.

The 2025 Amendment to the Pueblo Regional Comprehensive Plan for the Physical Development of Pueblo, does not repeal or rescind, the Pueblo Regional Comprehensive Plan for the Physical Development of Pueblo, a Colorado Municipal Corporation, adopted by the Pueblo City Council August 8, 2022, by Ordinance No. 10247. The physical development of the City after the effective date of this Ordinance shall be in conformity with the 2025 Amendment to the Pueblo Regional Comprehensive Plan-2022, hereby adopted, except insofar as any such physical development has been heretofore approved by Ordinance of the City Council.

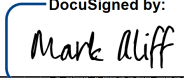
SECTION 3.

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 June 09, 2025.


Final adoption of Ordinance by City Council on June 23, 2025.

DocuSigned by:

B7A4F51823AB462...
President of City Council

Action by the Mayor:

Approved on 6/26/2025 | 11:12 AM 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.

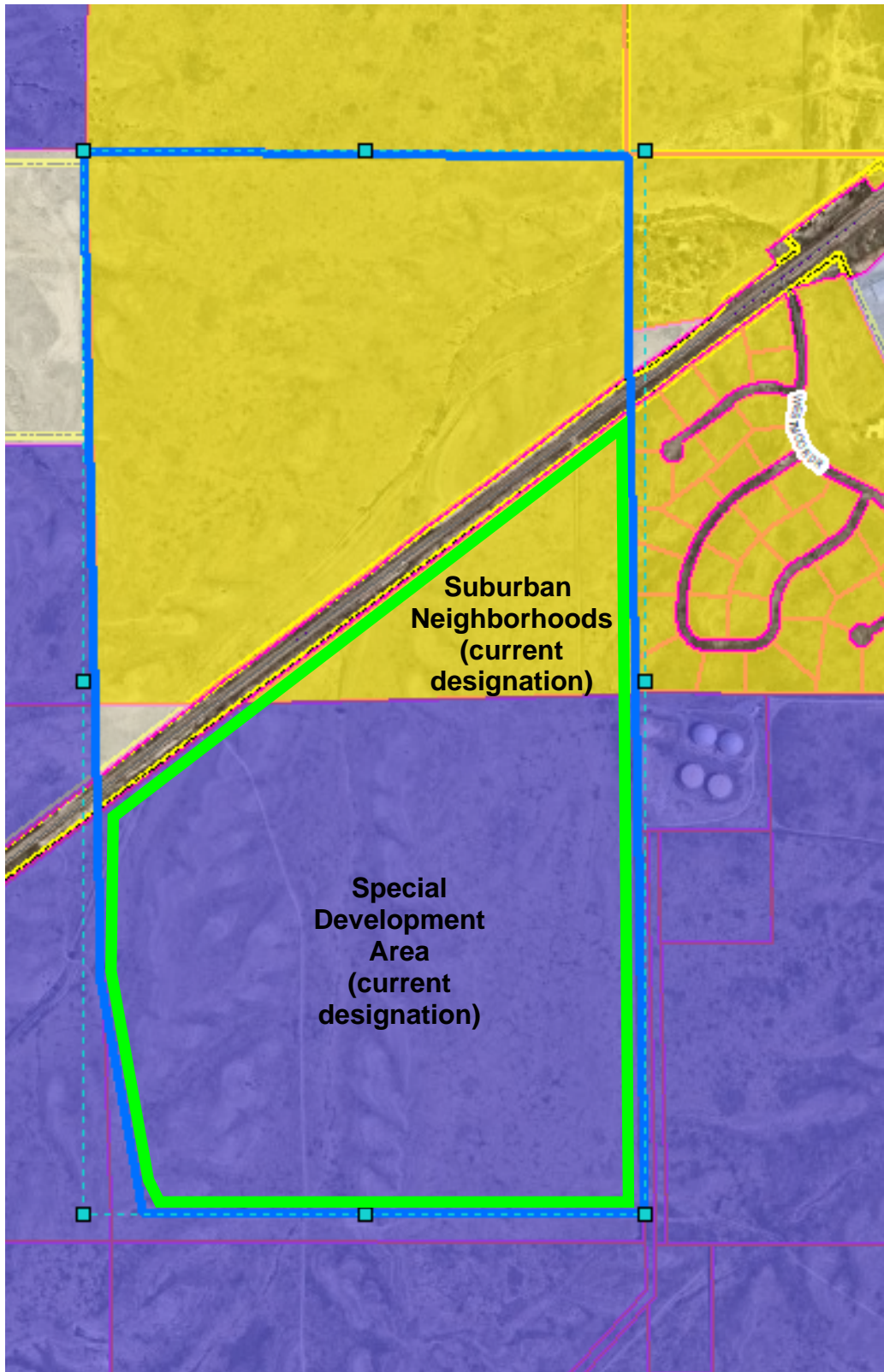
President of City Council

ATTEST

DocuSigned by:

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City Clerk

Future Land Use Designations and Proposed Amendment Area



- Existing property ownership boundary (North and South of Highway 78)
- Proposed Area of Comprehensive Plan Amendment to change the Future Land Use to Commercial Mixed Use (CMU) (only portion of property ownership South of Highway 78)

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, May 14th, 2025 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present: Paul Willumstad, Board Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner, Paul Haley, Fire Inspector, and Helen Dupree, Transportation Analyst.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move GU-25-02 to #6 on the Public Hearing agenda, move CP-25-01 to #7 on the Public Hearing agenda, move Z-25-06 to #8 on the Public Hearing agenda, withdraw SUP-24-01 from the Public Hearing agenda, and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

- 6. CP-25-01** **Amend the Pueblo Regional Comp Plan, June 2022, Future Land Use Plan for the Pueblo Recreation Resort Annexation Area, located south of Hwy 78, 175.914 acres, from Suburban Neighborhood and Special Development Area to Commercial Mixed Use. Staff report by Beritt Odom, Principal Planner. *Continued from April 9, 2025***

Hearing: Applicants Heath Herber and Craig Dossey were sworn in and spoke in support of the application. No one spoke in opposition.

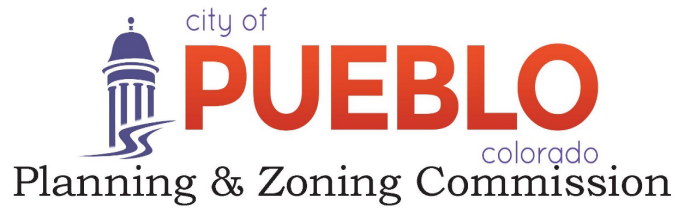
Commission Action: Bailey moved to recommend the comprehensive plan amendment application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 4-3 (Castellucci, Avalos, and Aznar dissenting)

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandar Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

CP-25-01

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: May 14, 2025

SUBJECT: Amendment of the Pueblo Regional Comprehensive Plan, June 2022, Future Land Use Designation for the 175.914 acres of the Recreation Resort Annexation area located south of Hwy 78, changing the future land use designation from Suburban Neighborhood and Special Development Area to Commercial Mixed Use. The amendment is intended to facilitate the development of a RV Resort, residential, and commercial development.

APPLICANT: Heath Herber, Pueblo Recreation Investors LLC

PROPERTY OWNER: Heath Herber, Pueblo Recreation Investors LLC

LOCATION: Generally located south of Hwy and a half mile west of El Camino Estates, Filing 8 Subdivision

CONCURRENT REQUESTS: Z-25-06, Rezone from Pueblo County A-3, to City of Pueblo R-6, Multiple Residential and Commercial Zone District, and A-1, Agricultural One Zone District.

Background and Analysis:

The subject property, 175.914 acres, was annexed into the City as the Pueblo Recreation Resort Annexation No. 2 in January 2025 following a 5-0 recommendation of approval from the Planning and Zoning Commission in December 2024. The southern portion of the annexation area, 175.914 acres, is proposed to be rezoned to R-6, Multiple Residential and Commercial District to facilitate the development of a recreational vehicle (RV) resort, neighborhood-scale commercial, and a residential development intended to support the RV resort.

The applicant is requesting to amend the Pueblo Regional Comprehensive Plan, 2022 future land use designations from Suburban Neighborhood and Special Development to a Commercial Mixed-Use future land use designation to facilitate rezoning the site to a R-6 Zone District. The current Comprehensive Plan future land use designations do not support the proposed development or allowed uses in the R-6 Zone District, however, the Pueblo Regional Comprehensive Plan, 2022, states that “periodic plan amendments and updates will be necessary to keep the Regional Comprehensive Plan relevant as conditions change, new issues and opportunities emerge, actions are completed and priorities shift,” (p.14). The applicant attests that this provision in the Comprehensive Plan is applicable to their proposed development plans as it is a new opportunity that has emerged since initial adoption of the plan.

In their application materials, the applicant demonstrates that the proposed R-6 rezoning furthers the following specific goals of the Comprehensive Plan: providing for a diversity of lifestyles, creating attainable housing options, providing for higher-density housing to support major commercial areas, promoting tourism, and supporting local events and attractions. Staff concurs that the Comprehensive Plan does specifically promote attainable housing options and higher density residential development, as well as preserving existing tourist attractions and expanding opportunities to promote tourism within the city and county. As noted in the Comprehensive Plan, “Pueblo offers a fantastic climate, a full slate of outdoor activities, and many attractions and events.” The plan further states that “unlike other Front Range communities, Pueblo offers easier access to the outdoors, less heavily trafficked trails, a robust agricultural community, and a rich multi-cultural history.” These qualities, “offer a solid base from which to grow a tourism economy alongside enhancements to the community quality of life,” (p. 260). This specific language from the Comprehensive Plan supports the applicant’s development plans.

The proposed Commercial Mixed-Use future land use designation allows for large-format retail, personal services, office, entertainment, and higher-density residential uses. According to the Municipal Code, the standards of the R-6 Zone District are designed to retain and provide areas of mixed residence, commercial use, and accommodations for transients. The R-6 Zone District accommodates all proposed land uses within the southern portion of the Recreation Resort annexation area. Thus, it is the opinion of staff that the request for a land use designation amendment is appropriate to address development opportunities along the Hwy 78 corridor.

Future Land Use Categories and the Pueblo Recreation Resort Annexation Agreement:

The portion of the subject property designated Suburban Neighborhood future land use designation is approximately 30.6 acres and is located in the northeast corner of the rezoning site adjacent to Hwy 78. The portion designated Special Development Area is approximately 147 acres and is located south of the Suburban Neighborhood future land use area with approximately 922.76 feet of frontage along Hwy 78.

Areas designated as Suburban Neighborhood are generally characterized by neighborhoods developed with single-family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types. Residential density in these neighborhoods that are limited to two to five dwelling units per acre. Supporting land uses consist of single-family attached homes, duplexes, townhomes, and neighborhood-scale commercial. The applicants intend to develop the proposed RV Resort water park in the portion of their property currently designated as Suburban Neighborhood, which does not provide for commercial recreation uses, therefore requiring an amendment to the future land use designation to a Commercial Mixed-Use designation prior to rezoning to facilitate the RV resort use.

According to the Special Development Area characteristics, “future land use categories should be assigned through a Comprehensive Plan amendment at the time of annexation.” Following the provisions of the Comprehensive Plan criteria for Special Development future land use designations, the approved Pueblo Recreation Resort Annexation Agreement, states that “prior to the approval of a zoning map amendment application, the Petitioner shall file an application for a comprehensive plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed-Use designation.” Areas designated as Special Development are characterized as potentially serviceable areas that may be suitable for future annexation, subject to evaluation criteria for Major Projects, which include the ability of the petitioner/developer to fund all necessary utility extension, transportation infrastructure, dedication of land for public services and the ability for the municipality to provide life/safety services. City staff has determined that the proposed project meets the evaluation criteria for a Major Project, and thus constitutes the proposed amendment to the Comprehensive Plan.

NEIGHBORHOOD COMPATIBILITY:

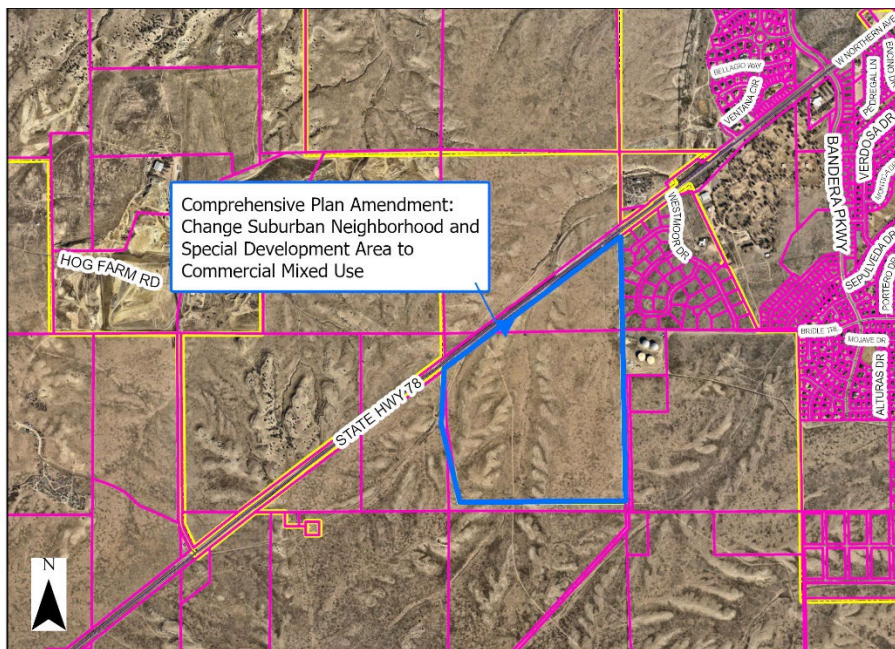
- North: Pueblo County A-3, undeveloped
- East: Pueblo County A-3, undeveloped
- South: Pueblo County A-1, undeveloped
- West: Pueblo County A-1, undeveloped

RECOMMENDED ACTION:

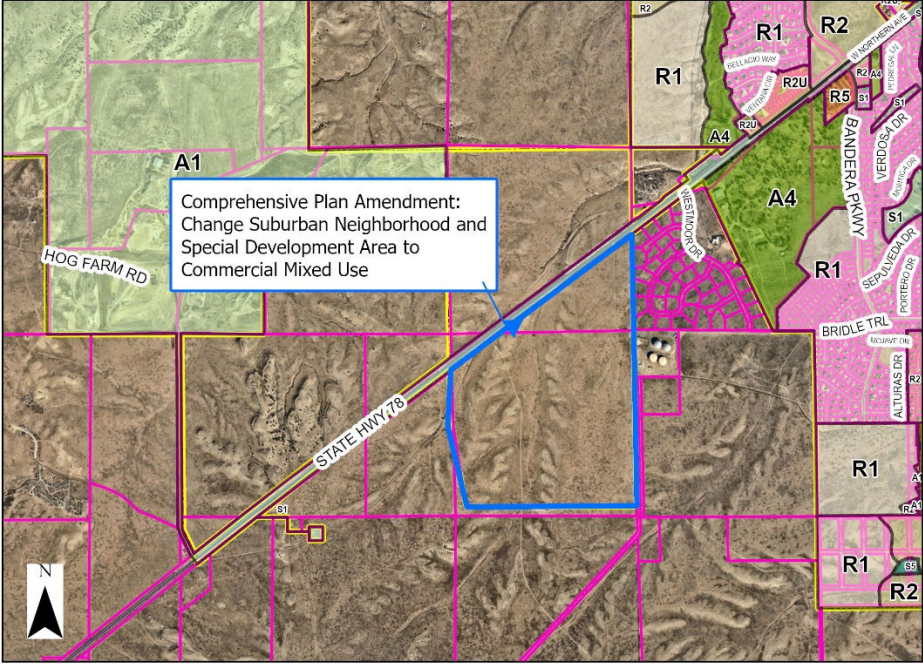
If the Planning Commission finds the proposed Pueblo Regional Comprehensive Plan amendment is necessary to keep the plan relevant and to take advantage of emerging opportunities and is compliant with the approved Pueblo Recreation Resort Annexation Agreement, a recommendation to City Council adopting the amendment by Ordinance is appropriate.

ATTACHMENTS:

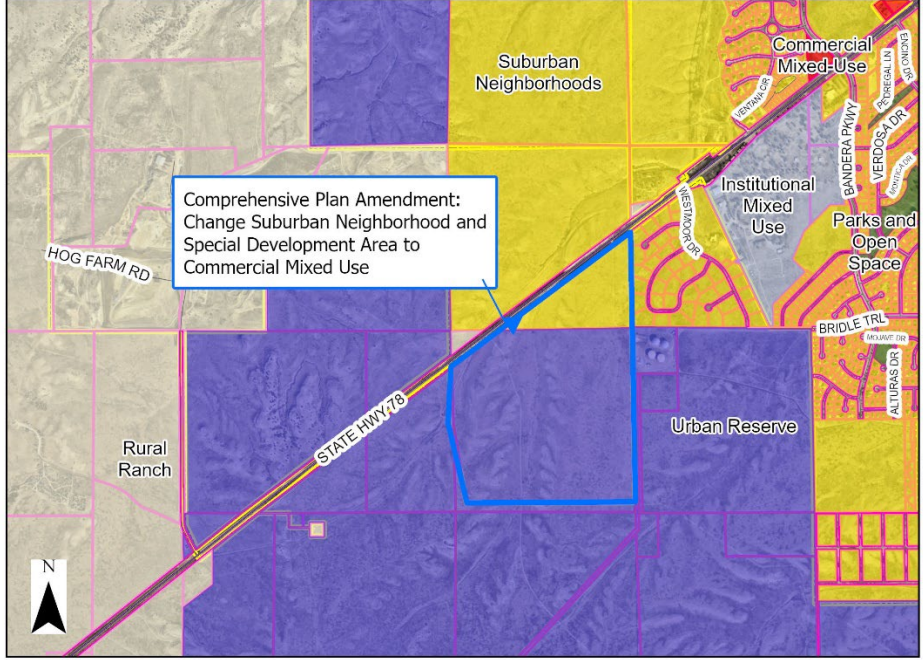
- A. **Aerial Map**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Comprehensive Plan Amendment Exhibit**
- E. **Pueblo Recreation Resort Project Description**
- F. **Zoning Section of Annexation Agreement**
- G. **Comprehensive Plan Amendments and Special Development Area**



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map

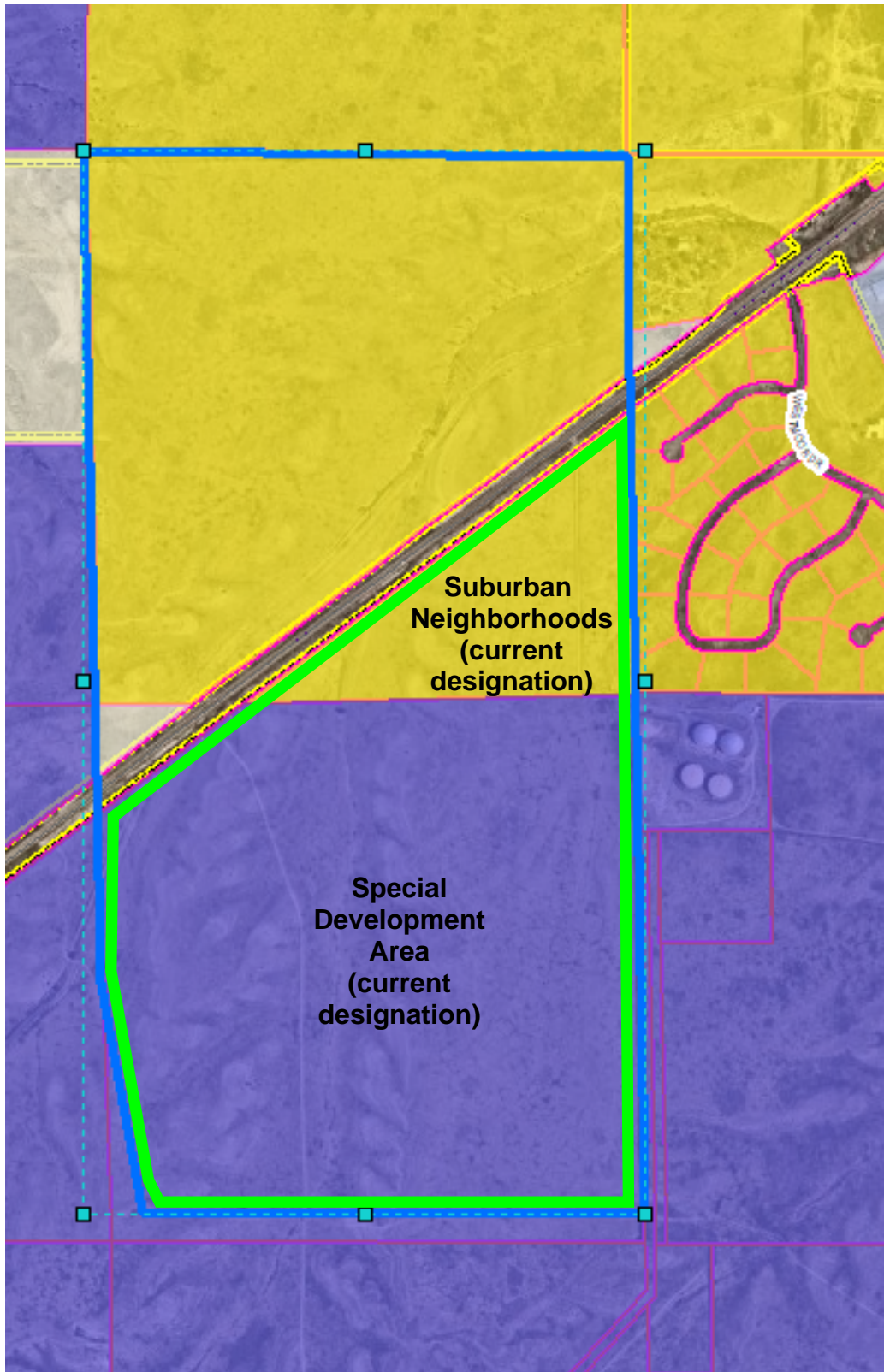




D. Public Notice



D. Comprehensive Plan Amendment Area looking south from Hwy 78

Future Land Use Designations and Proposed Amendment Area



-  Existing property ownership boundary (North and South of Highway 78)
-  Proposed Area of Comprehensive Plan Amendment to change the Future Land Use to Commercial Mixed Use (CMU) (only portion of property ownership South of Highway 78)

Planning & Zoning Application

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

Contact Info	Property Owner		Applicant	
	Name: Heath Herber		Name: Heath Herber	
	Company Pueblo Recreation Investors, LLC		Company: Pueblo Recreation Investors, LLC	
	Address: 31. N. Tejon St. Colo. Springs	Zip: 80903	Address: 31. N. Tejon St. Colo. Springs	Zip: 80903
	Phone: (719) 331-0083		Phone: (719) 331-0083	
	Email: hherber@wheatlandscapital.com		Email: hherber@wheatlandscapital.com	
	Engineer		Surveyor	
	Name:		Name: Edward Fisher	
	Company:		Company: Edward-James Surveying, Inc.	
	Address:	Zip:	Address: 4732 Eagleridge Cir. Pueblo, CO	Zip: 81008
Phone: ()		Phone: (719) 240-1003		
Email:		Email: edwardf@ejsurveying.com		
<i>The applicant will be the primary contact unless otherwise noted.</i>				
Property Info	Project Location: Along the south side of Highway 78 between Ventana Way and Hog Farm Road (address or general description)			
	Parcel No(s): 152000031 and 1517000020			
	Existing Zone: Pueblo County A-3		Proposed Zone (if applicable): City of Pueblo R-6	
	PUD Name (if applicable):			
Project Scope	Project Name: Pueblo Recreation Resort			
	<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 <input type="radio"/> HARP <input type="radio"/> Development Plan <input type="radio"/> PUD <input type="radio"/> 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 type="checkbox"/> Vacation: <input type="radio"/> Street <input type="radio"/> Alley <input type="radio"/> Easement <input type="radio"/> Other: _____			
	<input type="checkbox"/> Other: _____ Comprehensive Plan Amendment for Commercial Mixed Use Designation			

(Continue Next Page)

Project Information	Provide a brief description of the proposed request: Request for approval of a Comprehensive Plan Amendment for 175.914 acres located at the southeast corner of the planned Highway 78 and Lake Avenue intersection to change the Future Land Use Designation to Commercial Mixed Use (CMU)		
	What is the total acreage included in the project?	175.914 acres	
	What is the proposed use of the property?		
	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Multi-family <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input 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: Recently approved Pueblo Recreation Annexations 1 and 2. Recently submitted R-6 rezoning application, and recently submitted Overall Development Plan application.		
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:		
	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:		
	Signature:		Date:

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

Pueblo Recreation Resort

R-6 and A-1 Rezoning Application

City of Pueblo, Colorado

Project Description

February 5, 2025

Pueblo Recreation Investors, LLC
31 N. Tejon Street, Suite 500
Colorado Springs, CO 80903

OWNER: Pueblo Recreation Investors, LLC
31 N. Tejon Street, Suite 500
Colorado Springs, CO 80903

PLANNER: Vertex Consulting Services, LLC
5825 Delmonico Drive, Suite 320
Colorado Springs, CO 80919
303-906-8800
craig.dossey@vertexc.com

PROPERTY LOCATION: On the north and south side of Highway 78, between Hog Farm Road and Ventana Way

TAX SCHEDULE NOS: 1520000031 and 1517000020

Project Description

The approximately 299.512-acre property was recently approved for annexation into the City of Pueblo via the Pueblo Recreation Resort Annexation Nos. 1 and 2. Pursuant to the associated annexation agreement, the owner is requesting rezoning of all portions of the annexed area south of Highway 78 from Pueblo County A-3 zoning to the City of Pueblo R-6 zoning to allow for urban level development of the property. In addition, the owner is requesting rezoning of all portions of the annexed area north of Highway 78 from Pueblo County A-3 zoning to the City of Pueblo A-1 zoning as a holding zone. The proposed development south of Highway 78 in the R-6 zoning district is planned to include a recreational vehicle park along the eastern portion of the area to be zoned R-6, which would also be located east of the future extension of Lake Avenue, residential development at the southwest portion of the property, and a small component of commercial development at the far northwest portion of the property closest to the future Lake Avenue and Highway 78 intersection. No development is planned at this time for the portion of the property north of Highway 78 within the requested A-1 zoning district. The applicant acknowledges that this portion will need to be rezoned prior to allowing for future development as required in the associated annexation agreement.

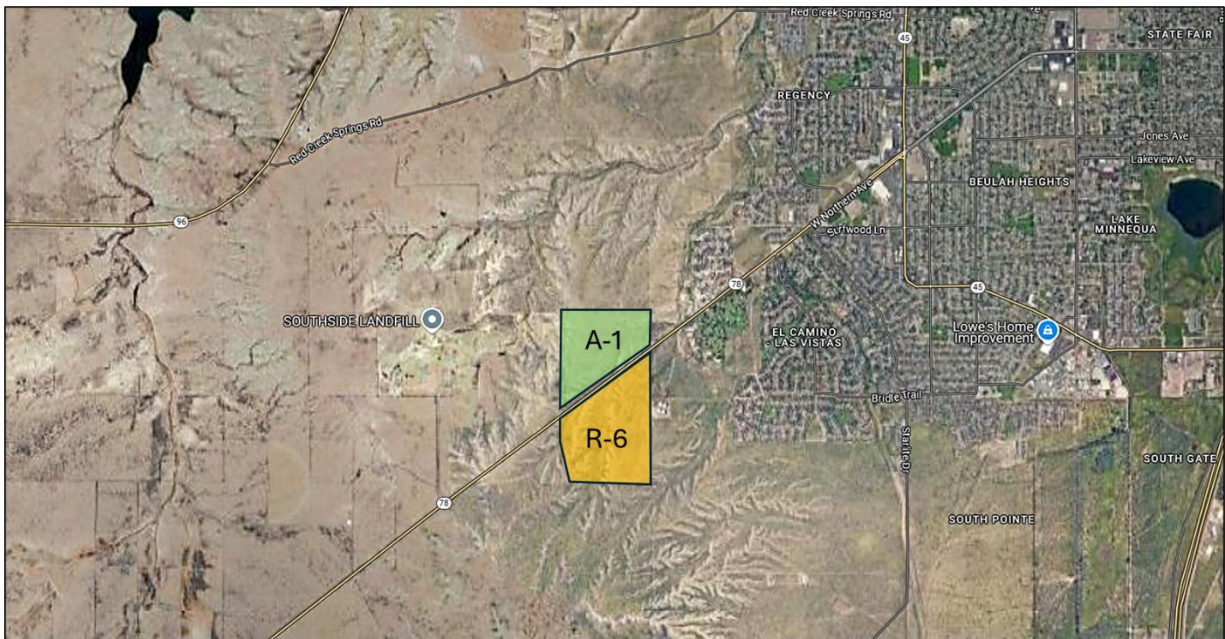
Concurrent Applications

The applicant is also proposing an amendment to the 2022 Pueblo Regional Comprehensive Plan to amend the Future Land Use designation for the property from Suburban Neighborhood (SN) and Special Development Area (SDA) to Commercial Mixed-Use (CMU). In addition to the Comprehensive Plan amendment application, the applicant

is also submitting a application for approval of an Overall Development Plan (ODP), pursuant to the requirements of the associated annexation agreement. The ODP addresses development of the property, proposed land uses, drainage (via the associated drainage report), utilities, and traffic (via the associated traffic impact study). Ingress and egress to the overall development will primarily be via a planned extension of Lake Avenue extending south from Colorado Highway 78. The planned Lake Avenue and Highway 78 intersection will require permitting by the Colorado Department of Transportation (CDOT) since Highway 78 is a CDOT controlled right-of-way.

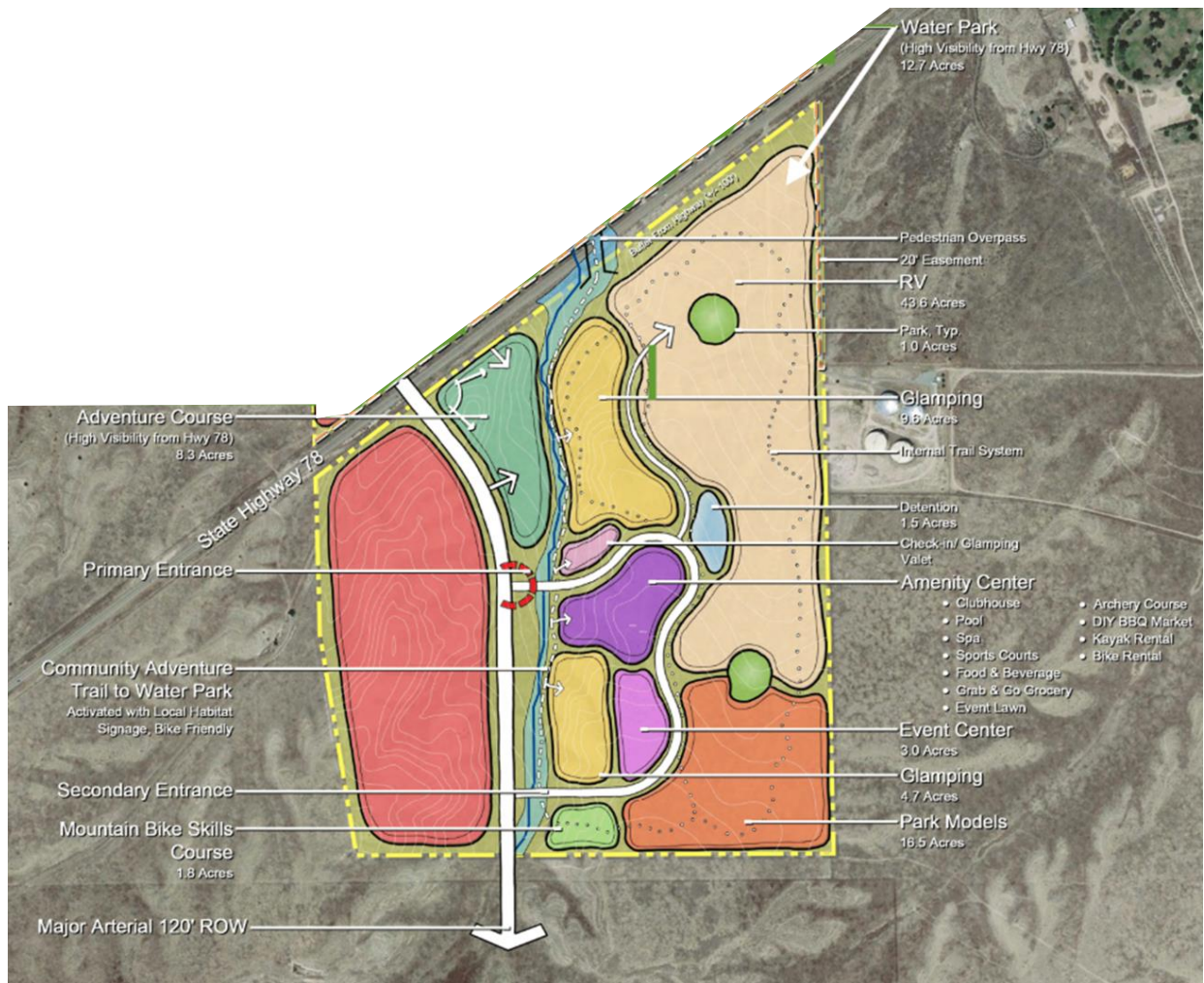
Vicinity Map

Please see below for the project vicinity map.



Conceptual Recreational Vehicle (RV) Resort Site Plan

As stated above, there is no plan for development in the area located north of Highway 78 in the proposed A-1 zoning district. Initial development of the overall property is planned to occur south of Highway 78 in the proposed R-6 zoning district along the eastern portion of the property. This area is proposed to be developed as a recreational vehicle resort. Below is a conceptual plan of the proposed RV resort. Final layout and design of the overall resort portion of the property will occur at the development plan stage of the overall land use and entitlements process.



Compatibility and Justification for Rezoning

The land surrounding the proposed R-6 and A-1 zoned areas is generally vacant and rural/agricultural in nature. South and west of the property is vacant unincorporated land zoned by Pueblo County as Agricultural One (A-1). West of the proposed City of Pueblo A-1 zoning area is the Waste Connections landfill, which is also currently zoned City of Pueblo A-1. To the east is the Pueblo Board of Water Works tank site and 1+ acre lots platted but not yet developed in the Westmoor Subdivision. There is another parcel located immediate adjacent to the east, at the southernmost end of the proposed R-6 zoning area, which is a vacant strip of land owned by the City of Pueblo.

Due to the minimal amount of developed land immediately adjacent to the proposed R-6 zoning area, the proposed RV resort, commercial, and residential development would not be incompatible with any existing adjacent land uses. In addition, the City of Pueblo has planned for the extension of Lake Avenue, a major arterial roadway, to bisect the subject property from north to south thereby creating a significant intersection with Highway 78.

A mixture of land uses, including both non-residential and residential land uses, are commonly expected at or near major intersections like the one planned at Lake Avenue and Highway 78. Generally, commercial businesses prefer to locate near these types of intersections in order to attract and cater to commuters and passersby and to minimize the impact of lower density residential neighborhoods which traditionally located away from such intersections.

The concurrently submitted comprehensive plan amendment to amend the Future Land Use designations of the property to the Commercial Mixed-Use (CMU) designation also supports the proposed rezoning requests. This designation includes retail, personal services, offices, and entertainment as primary land uses and also includes multi-family residential and other supporting services as “supporting land uses”. More specifically, the designation states:

“Concentrated nodes of higher-intensity development are encouraged at major intersections, near existing or planned transit stations, or in other locations suitable for more intensive uses.”

As mentioned above, the planned intersection of Highway 78 and Lake Avenue will be a major intersection in this area of Pueblo, creating new opportunities for well-planned growth, which would be directly consistent with the City’s policy of having a “concentrated” node of “higher-intensity development” near such intersections. By locating non-residential and higher density residential land uses near major intersections, particularly those that include CDOT right-of-way, the City is able minimize traffic-related impacts on roads having a lower classification while allowing for greater traffic volume on roadways that are specifically designed to carry more traffic.

The proposed rezoning requests are also consistent with the concurrently submitted overall development plan, which provides for an overall land use plan for the property that can be implemented with approval of the proposed zoning. The proposed overall development plan only includes the portion of the property south of Highway 78, which is proposed to be zoned R-6. The applicant recognizes that either a separate overall development plan or an amendment to the concurrently proposed development plan will be required prior to developing the portion of the property north of Highway 78.

Traffic Impacts

A traffic impact study was performed in association with the preceding annexation of the property. That study has been submitted in support of this proposed rezoning request.

Wastewater

A sanitary sewer impact report was provide in support of the associated annexation of the property. That report has been submitted with this proposed rezoning request.

Compliance with 2022 Pueblo Regional Development Plan

The 2022 Pueblo Regional Development Plan includes a number of goals and policies in support of the proposed rezoning request. Below is an analysis of a small selection of those goals and policies that appear to be particularly pertinent to the request.

Lifestyle and Housing

Guiding Principle 1 of the 2022 Pueblo Regional Development Plan states:

“Diversify Lifestyles, Attainable Housing Options”

A combination of the proposed RV resort and the planned residential development immediately to the west within the overall development has the potential to create a very unique lifestyle option for current and future residents of the City of Pueblo. The intent is to create more attainable housing options for existing and future residents, but to take it a step further and plan for a housing product that would directly support the RV resort. There are several examples of this type of residential housing in which the occupant of the residence is typically a part of the “RV culture” and would like to have a “home base” where they live at various times when they are not on the road with their RV and where they can safety and affordable store or readily access their RV. Many of these “RVers” have extended relationships with other RVers that could ultimately become seasonal, mid-term, or even short-term occupants of the RV resort when they visit their RVer friends who would conveniently live in a dwelling within the same overall development. There is nowhere else in the City of Pueblo, and probably nowhere else in Colorado, where this type of housing and lifestyle are available.

Higher-Density Housing to Support Major Commercial Areas

Policy 1.1.7: Higher-Density Housing further supports the proposed rezoning requests by stating that the region should “Encourage the development of higher-density housing options...along major corridors to create additional vitality and economic activity with major commercial areas...” Highway 78 is already a major corridor in the region and the long-range transportation plans for the City and County call for Lake Avenue to be a de facto ring road in the region. The proposed rezoning request would allow for future development of higher-density housing near existing commercial nodes in the City of

Pueblo, specifically at the intersection of Pueblo Boulevard and Northern Avenue.

Tourism and Supporting Local Events and Attractions

Goal 4.4 of the Comprehensive Plan calls for the City and the County to “Establish Pueblo County as a tourist destination.” In particular, Policy 4.4.4 under Goal 4.4 overwhelmingly supports the proposed rezoning. It states:

“Expand efforts to host events and attractions that bring visitors to Pueblo County...
Continue working...to make the community an attractive destination for tourists
from outside the state and around Colorado.”

Zoning and development of an RV resort featuring a variety of planned amenities is directly in line with this goal and policy. RV resorts of the size being proposed will draw tourist to the Pueblo area from all over the state and from all over the country, which in turn will result in significant revenue to the region and while also having the ancillary effect of supporting so many of the existing events and festivals already being held in the community by bringing new attendees into the community.

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

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

II. OVERALL DEVELOPMENT PLAN

(1) When a tract of land proposed for subdivision constitutes a part of a larger tract of land owned or controlled by the subdivider, whose intention is to subdivide the remaining part or parts of the larger tract at some future date, an Overall Development Plan shall be prepared and submitted by the subdivider and approved by the Planning Commission prior to preparation and submission of the subdivision plat of the tract proposed for initial subdivision.

(2) An Overall Development Plan shall be prepared in accordance with the requirements of regulations contained in Section 12-4-5(a) of the Pueblo Municipal Code, as may be hereafter amended, and the Overall Development Plan shall be adopted by the Planning and Zoning Commission. The Overall Development Plan shall be prepared in consultation with the City's Subdivision Review Committee and submitted in its entirety to the Planning and Zoning Commission. The Overall Development Plan shall comply with the policies of the Pueblo Regional Comprehensive Development Plan existing as of the date the Overall Development Plan is approved. The Overall Development Plan as submitted and approved by the Planning and Zoning Commission shall have the flexibility to adapt to changing conditions over the estimated time period for the development of the land within the Overall Development Plan and shall consist of the following prepared in accordance and in compliance with standards, criteria and policies adopted by the City Council by resolution: development plan, land use including open space and park plans; drainage plan; sanitary sewer plan; transportation plan; and appropriate environmental studies.

(3) Petitioner may submit the Overall Development Plan to the Planning and Zoning Commission for approval any time after the City Council has found the petition for annexation of the Property to be valid in accordance with the provisions of §31-12-107, C.R.S. The City may refuse to approve any building or occupancy permit for any portion or all of the Property until after a Overall Development Plan is approved.

III. ZONING AND SUBDIVISION

(1) The Property is currently identified within three separate future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. These Future Land Use Categories as shown on the attached Future Land Use Map, Exhibit C-1 include Suburban Residential, Rural Ranch, and Special Development Area. Prior to the approval of a zoning map amendment application, the Petitioner shall file an application for a comprehensive plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed Use

designation.

(2) A zoning map amendment application may be filed at any time after the petition for annexation has been found to be valid in accordance with the provisions of Section 31-12-107, C.R.S. The Planning and Zoning Commission may hear the application for zoning and make its recommendations thereon prior to annexing the Property, but the proposed zoning ordinance shall not be passed on final presentation prior to the date the ordinance approving the annexation of the Property, and the final approval of an ordinance amending to the Pueblo Regional Comprehensive Plan's Future Land Use Map.

(3) No rights shall exist in Petitioner nor with respect to the Property arising from any preexisting subdivision or use at the time of annexation. No subdivision of the Property shall be approved prior to the time the ordinance annexing and zoning the Property is approved on final presentation. No application for subdivision of all or any part of the Property shall be submitted to or considered by the City until after the Overall Development Plan has been approved by the Planning and Zoning Commission; provided, however, that if the Property is intended to be included in a single subdivision, the application for such subdivision may be submitted at the time the Overall Development Plan is submitted to the Planning and Zoning Commission.

(4) No later than ninety (90) days after the effective date of the Ordinance annexing the property, Petitioner shall cause of the portion of the Property north of State Highway 78 containing approximately 125 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned Agricultural One (A-1) serving as an interim A-1 zone district for a period up to but not to exceed 180 months from the date of this Annexation Agreement. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any portion of the Property classified as Agricultural One (A-1) zone district until after that portion of the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 125 acres described above until the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended.

(5) No later than ninety (90) days after the effective date of the ordinance annexing the Property, Petitioner shall cause the portion of the Property south of State Highway 78 containing approximately 175 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned into a R-6 Multiple-Residential and Commercial District which constitutes the zone district most nearly corresponding to the land use classification into which the Property has been classified or may in the reasonable future be classified under the City's comprehensive plan. If the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property.

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

AMENDING AND UPDATING THE PLAN

The Regional Comprehensive Plan is intended to provide policy guidance for a ten- to 20-year planning horizon. However, periodic plan amendments and updates will be necessary to keep the Regional Comprehensive Plan relevant as conditions change, new issues and opportunities emerge, actions are completed, and priorities shift. Generally, the Regional Comprehensive Plan should be reviewed annually or biennially to determine whether minor or major amendments are needed. The timing of updates to the Future Land Use Plan and area-specific goals and policies (as contained in Section 3) will vary but should generally not occur more than once a year.

To the maximum extent feasible, the adoption of different versions of the Regional Comprehensive Plan and/or Future Land Use Plan by Pueblo County or the City of Pueblo should be avoided. Adopting, maintaining, and working to implement a single plan for the region will yield the greatest results.

PLAN MONITORING

The Regional Comprehensive Plan is intended to be a living document. Progress that is made toward achieving the community's vision will be monitored using a series of performance measures, as defined in Section 2: Regional Goals and Policies.

Performance Measures

Performance measures allow regional partners and the community to gauge and measure progress toward the guiding principles and goals of the Regional Comprehensive Plan. While there are many types of metrics available for tracking progress, the Regional Comprehensive Plan focuses on those that are:

- Most relevant to the goals of the Regional Comprehensive Plan or their desired outcomes;
- Available from regularly updated and reliable data sources; and
- Based on measurable, quantitative information that is comparable year-to-year.

The performance measures identified for each guiding principle were identified as those that would be most critical for monitoring the region's progress toward desired outcomes over the life of the Plan. Baseline numbers provided in Section 2 will be reviewed periodically to discern how the region is trending. Reporting will occur on an as-needed basis, as necessary to inform local or regional discussions on a given topic (e.g., housing, agricultural lands).

While consistency in reporting is important to provide information on trends over time, performance measures may be updated, added to, or replaced as new sources of data become available.

FLOODPLAIN



Primary Land Uses

Limited uses and facilities with low flood damage potential and that will not obstruct flood flows.

Locations

Corridors along the Arkansas River, Fountain Creek, St. Charles River, and other waterways.

Characteristics

Public and privately-owned properties that fall within the 100-year floodplain, as identified by official Federal Emergency Management Agency (FEMA) mapping.

SDA

SPECIAL DEVELOPMENT AREA

Locations

Adjacent to existing City of Pueblo limits, within the City of Pueblo 3-Mile Annexation Boundary.

Characteristics

Potentially serviceable areas that may be suitable for future annexation, subject to the evaluation criteria for major projects outlined in Section 3, and applicable requirements of the City's Code of Ordinances. Future land use categories should be assigned through a Comprehensive Plan amendment at the time of annexation.

March 25, 2025

The City Planning and Zoning Commission will hold public hearing on requests from Heath Herber, Pueblo Recreation Investors, LLC, for the recommendation of the following applications generally located north and south of Hwy 78, east of the Southside Landfill.

CP-25-01: Amend the Pueblo Regional Comprehensive Plan, June 2022, Future Land Use Plan for the Pueblo Recreation Resort Annexation Area, located south of Hwy 78, 175.914 acres, from Suburban Neighborhood and Special Development Area to Commercial Mixed Use.

ODP-25-01: Overall Development Plan for the Pueblo Recreation Resort Annexation Area, approximately 299.56 acres, to facilitate recreational park and mixed residential and commercial uses south of Hwy 78.

Z-25-06: Rezone Pueblo Recreation Resort Annexation Area, north of Hwy 78, 123.59 acres from Pueblo County A-4 to City A-1, Agricultural One. Rezone Pueblo Recreation Resort Area south of Hwy 78, 175.914 acres from Pueblo County A-4 to City R-6, Multiple Residential and Commercial

The Planning and Zoning Commission meeting will be held on April 9, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend the meeting to express your viewpoint. To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

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ODP-25-01: Overall Development Plan for the Pueblo Recreation Resort Annexation Area, approximately 299.56 acres, to facilitate recreational park and mixed residential and commercial uses south of Hwy 78.

Z-25-06: Rezone Pueblo Recreation Resort Annexation Area, north of Hwy 78, 123.59 acres from Pueblo County A-4 to City A-1, Agricultural One. Rezone Pueblo Recreation Resort Area south of Hwy 78, 175.914 acres from Pueblo County A-4 to City R-6, Multiple Residential and Commercial

The Planning and Zoning Commission meeting will be held on April 9, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend the meeting to express your viewpoint. To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

March 25, 2025

The City Planning and Zoning Commission will hold public hearing on requests from Heath Herber, Pueblo Recreation Investors, LLC, for the recommendation of the following applications generally located north and south of Hwy 78, east of the Southside Landfill.

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Z-25-06: Rezone Pueblo Recreation Resort Annexation Area, north of Hwy 78, 123.59 acres from Pueblo County A-4 to City A-1, Agricultural One. Rezone Pueblo Recreation Resort Area south of Hwy 78, 175.914 acres from Pueblo County A-4 to City R-6, Multiple Residential and Commercial

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

**DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO**

**Submitted March 20, 2025
Published March 25, 2025**

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the 9th day of April, 2025 in the **City Council Chambers**, 1 City Hall Place, the Planning and Zoning Commission of Pueblo will hold a hearing for the following:

CP-25-01: A request to amend the Pueblo Regional Comprehensive Plan, June 2022, Future Land Use Plan for the property commonly known as the Pueblo Recreation Resort Annexation. The applicant is requesting to change the future land use designation of the annexation area, located south of Highway 78, from Special Development Area to Commercial Mixed Use.

A draft of the proposed amendment will be posted on <https://www.pueblo.us/151/Planning-Zoning-Commission> under "Most Recent Agenda" and it will be on file and available for viewing in the office of the Department of Planning and Community Development, 211 E. D Street.

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed amendment. 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 amendment will be considered by 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) 553-2255



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 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 299.512-ACRES OF LAND GENERALLY LOCATED NORTH AND SOUTH OF HIGHWAY 78, EAST OF THE SOUTH SIDE LANDFILL FROM PUEBLO COUNTY A-3, SMALL AGRICULTURE ZONE DISTRICT TO CITY OF PUEBLO R-6, MULTIPLE RESIDENTIAL AND COMMERCIAL ZONE DISTRICT AND A-1, AGRICULTURAL ONE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 123.598-acres of land located north of Highway 78 from Pueblo County A-3, Small Agriculture Zone District to City of Pueblo A-1, Agricultural One Zone District as a holding zone. The 175.914-acres located south of Highway 78 is proposed to be rezoned from Pueblo County A-3, Small Agriculture Zone District to City of Pueblo R-6, Multiple Residential and Commercial Zone District to facilitate development of a recreational vehicle park, residential dwelling units and neighborhood serving commercial development.

PREVIOUS COUNCIL ACTION:

On January 27, 2025, City Council approved Ordinances 10888 and 10889 which approved the Pueblo Recreation Resort Annexation Nos. 1 and 2. The applicant is concurrently requesting to amend the Pueblo Regional Comprehensive Plan, 2022. (CP-25-01)

BACKGROUND:

The subject property, 299.512-acres, was annexed into the City as the Pueblo Recreation Resort Annexation No. 1 and No. 2 in January 2025 following a 5-0 recommendation of approval from the Planning and Zoning Commission in December 2024. The annexation area is bisected by Hwy 78; the 123.59 acres located north of Hwy 78 is proposed to be rezoned to an A-1, Agricultural One District as a holding zone as approved in the annexation agreement. The southern portion of the annexation area,

175.91 acres, is proposed to be rezoned to R-6, Multiple Residential and Commercial District, to facilitate the development of a recreational vehicle park in the eastern portion of the site, neighborhood commercial in the northwest portion of the site, and residential development in the southwest portion of the site. According to the Municipal Code, the standards of the R-6 Zone District are designed to retain and provide areas of mixed residence, commercial use, and accommodations for individuals staying for short periods of time.

Annexation Agreement Related to Zoning and Secondary Access:

According to the annexation agreement, the northern portion of the annexation area is to be zoned as an A-1, Agricultural One District for a period not to exceed 180 months from the date of the annexation agreement. Prior to the conclusion of the 180 months, the property owners must rezone the land into a zone district "most nearly corresponding to the land use classification into which such land has been classified under the City's Comprehensive Plan." No building or occupancy permits are allowed to be issued for the northern portion of the annexation area while the property is zoned A-1. The annexation agreement also states that the petitioner shall provide secondary access to the property in accordance with the 2015 International Fire Code. The secondary access will most likely be provided by the planned extension of Lake Avenue and/or Bridle Trail. The City reserves the right to not approve subsequent subdivisions or approve building permits until the secondary access requirement is fulfilled.

Proposed Land Uses:

Specific land uses for the property located north of the highway have not been identified at this time. The applicant intends to submit an Overall Development Plan (ODP) for the entire annexation area prior to subdivision of any portion of the property. The ODP will identify land uses, drainage, parks, utilities, traffic and subdivision phasing. The ODP, in conjunction with the Comprehensive Plan, will guide future zoning actions on the portion of property located north of Hwy 78. A conceptual site plan for the land south of Hwy 78 that is proposed to be rezoned to R-6 was submitted with this rezoning application. According to the plan, the RV resort will include RV camping sites, two "glamping" areas, an amenity center, an event center, park model camping units, a mountain bike course, an adventure course, and a water park located east of the future extension of Lake Ave. The western portion of the site will house residential and neighborhood-scale commercial development. According to the applicant, the housing product will directly support the RV resort, and the neighborhood-scale commercial uses will support both the RV resort and residential neighborhood. Generally, RV parks and resorts are located on the periphery of an urban area to facilitate access for recreational vehicles, and patrons generally desire a more rural setting with access to nature. The proposed location, directly south of Hwy 78, provides a rural setting for RV patrons while providing access to municipal services. The applicant states that the proposed RV resort location is ideal because the land surrounding the development site remains undeveloped and patrons have easy access to Hwy 78. Lake Avenue is planned to intersect with Highway 78, which the applicant attests will create an ideal intersection for RV resort development along the eastern portion of the intersection and commercial development along the western portion of the intersection. According to the applicant, "generally, commercial businesses prefer to be located near these types of intersections in order to attract and cater to commuters and passerby's and to minimize the impact to lower-density residential neighborhoods, which are traditionally located

away from such intersections.”

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 14, 2025, Regular Meeting, voted 4-3 to recommend approval. Castellucci, Avalos and Aznar dissenting.

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-25-06 Attachments

ORDINANCE NO. 10979

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 299.512-ACRES OF LAND GENERALLY LOCATED NORTH AND SOUTH OF HIGHWAY 78, EAST OF THE SOUTH SIDE LANDFILL FROM PUEBLO COUNTY A-3, SMALL AGRICULTURE ZONE DISTRICT TO CITY OF PUEBLO R-6, MULTIPLE RESIDENTIAL AND COMMERCIAL ZONE DISTRICT AND A-1, AGRICULTURAL ONE 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 Pueblo County A-3, Small Agriculture Zone District to City of Pueblo A-1, Agricultural One Zone District and Pueblo County A-3, Small Agriculture Zone District to City of Pueblo, R-6 Multiple Residential and Commercial Zone District:

AREA NORTH OF HIGHWAY 78

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WESTERLY END BY A 3-1/4" ALUMINUM CAP STAMPED " T21S R65W ¼ SEC 18 SEC 17 1993 PLS 25948" 0.9' ABOVE GRADE AND AT THE EASTERLY END BY 3-1/4" ALUMINUM CAP STAMPED " COLORADO REGISTERED LS 12933 T 21S R65W C ¼ S17 2003" AT GRADE, ASSUMED TO BEAR N89°29'49"E A DISTANCE OF 2,641.73 FEET.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°29'49"E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 2,641.73 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 17; THENCE S01°06'18"E ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 1,071.76 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS DESCRIBED IN BOOK 1264, PAGES 291 AND 294; THENCE S53°01'49"W ON SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 3,253.55 FEET TO A POINT ON THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE N01°20'09"W ON SAID WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 325.56 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE N01°10'54"W ON THE WEST LINE

OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 2,680.13 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 5,383,947 SQUARE FEET OR 123.598 ACRES, MORE OR LESS.

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1. S89°55'15"W A DISTANCE OF 2,470.78 FEET;
2. N09°10'22"W A DISTANCE OF 1,173.40 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17;

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CONTAINING A CALCULATED AREA OF 7,662,797 SQUARE FEET OR 175.914 ACRES, MORE OR LESS.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective 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 June 9, 2025.

Final adoption of Ordinance by City Council on June, 23, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

Approved on 6/26/2025 | 11:12 AM MDT.

Disapproved on _____ based on the following objections:

Signed by:
[Signature]
3A85950B7BCA402...

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]
7C02EBDFFC3D43C...

City Clerk

ZONING EXHIBIT- SITE PLAN

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

LEGAL DESCRIPTION:

(NORTH OF COLORADO HIGHWAY 87)

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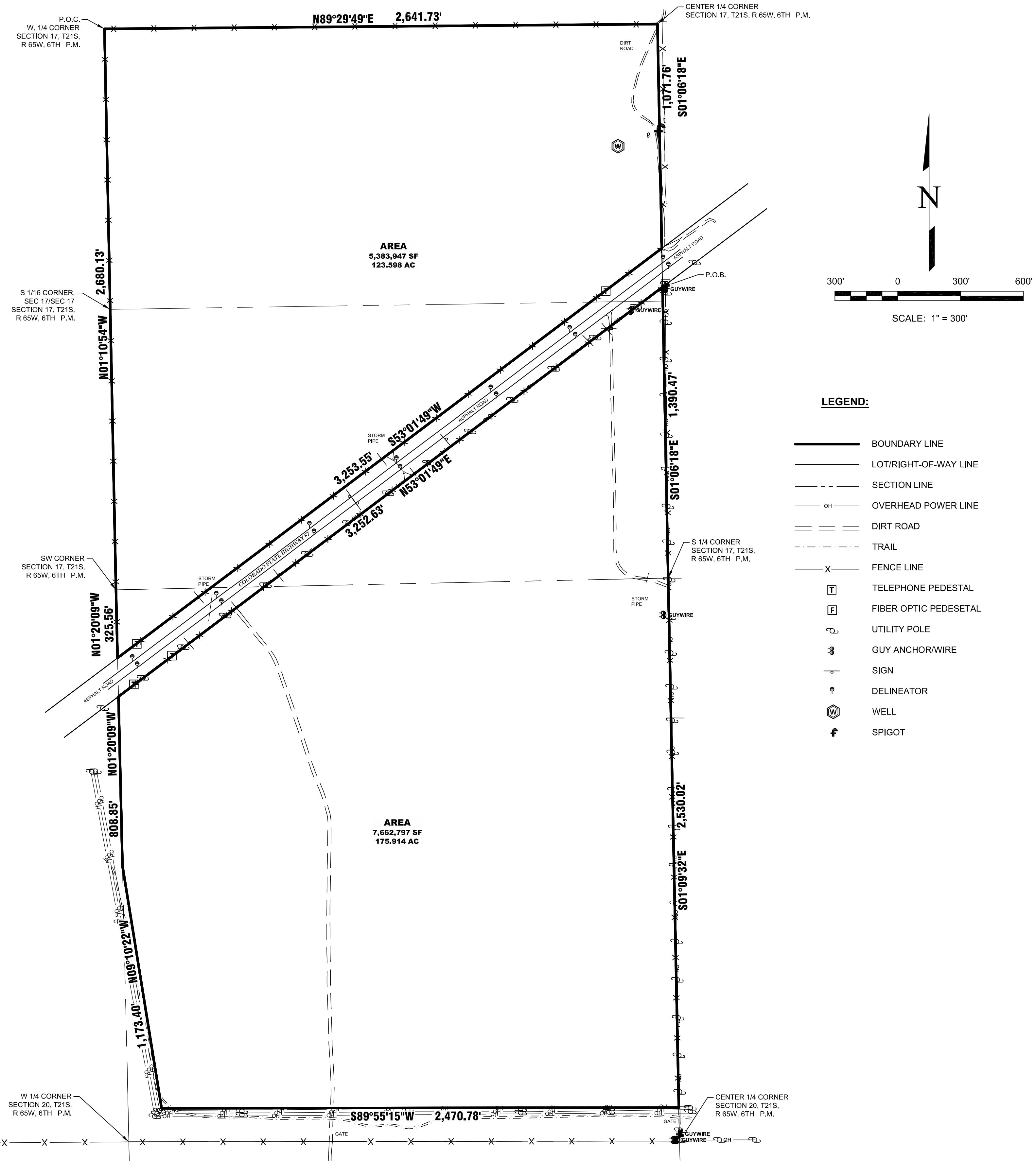
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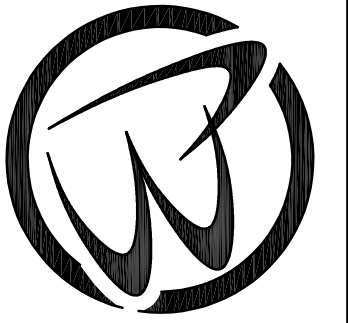
ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



NO.	REVISIONS	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
 926 Elkton Drive
 Colorado Springs, CO 80907
 Office: (719) 576-1216
 Fax: (719) 576-1206

4732 Eagleledge Circle
 Pueblo, CO 81008
 Office: (719) 545-6240
 Fax: (719) 545-6247



ZONING EXHIBIT SITE PLAN

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

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 300'
JOB NO.	2537-00
DATE CREATED	1-2-2025
DATE ISSUED	1-3-2025
SHEET NO	1 OF 1

ZONING EXHIBIT

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

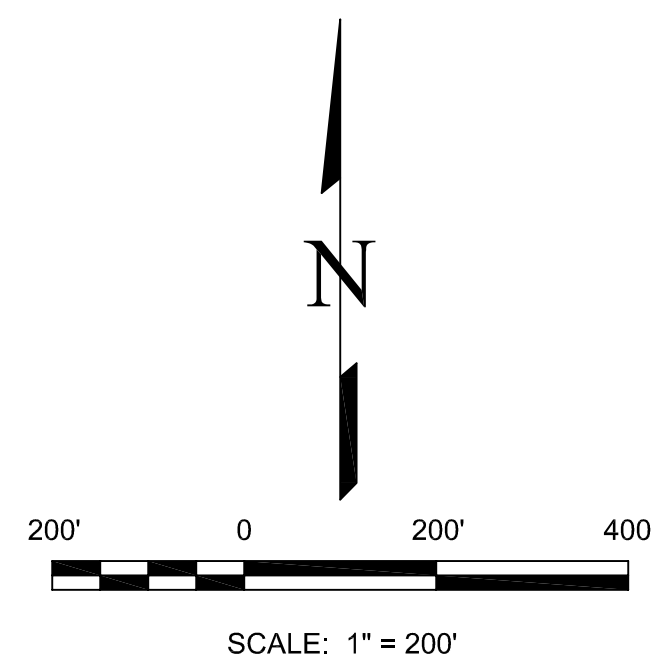
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BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WESTERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "T21S R65W 1/4 SEC 18 SEC 17 1993 PLS 25948" 0.9' ABOVE GRADE AND AT THE EASTERLY END BY 3-1/4" ALUMINUM CAP STAMPED "COLORADO REGISTERED LS 12933 T 21S R65W C 1/4 S17 2003" AT GRADE, ASSUMED TO BEAR N89°29'49"E A DISTANCE OF 2,641.73 FEET.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°29'49"E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 2,641.73 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 17; THENCE S01°06'18"E ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 1,071.76 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS DESCRIBED IN BOOK 1264, PAGES 291 AND 294; THENCE S53°01'49"W ON SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 3,253.55 FEET TO A POINT ON THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE N01°20'09"W ON SAID WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 323.56 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE N01°10'54"W ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 2,680.13 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 5,383,947 SQUARE FEET OR 123.598 ACRES, MORE OR LESS.

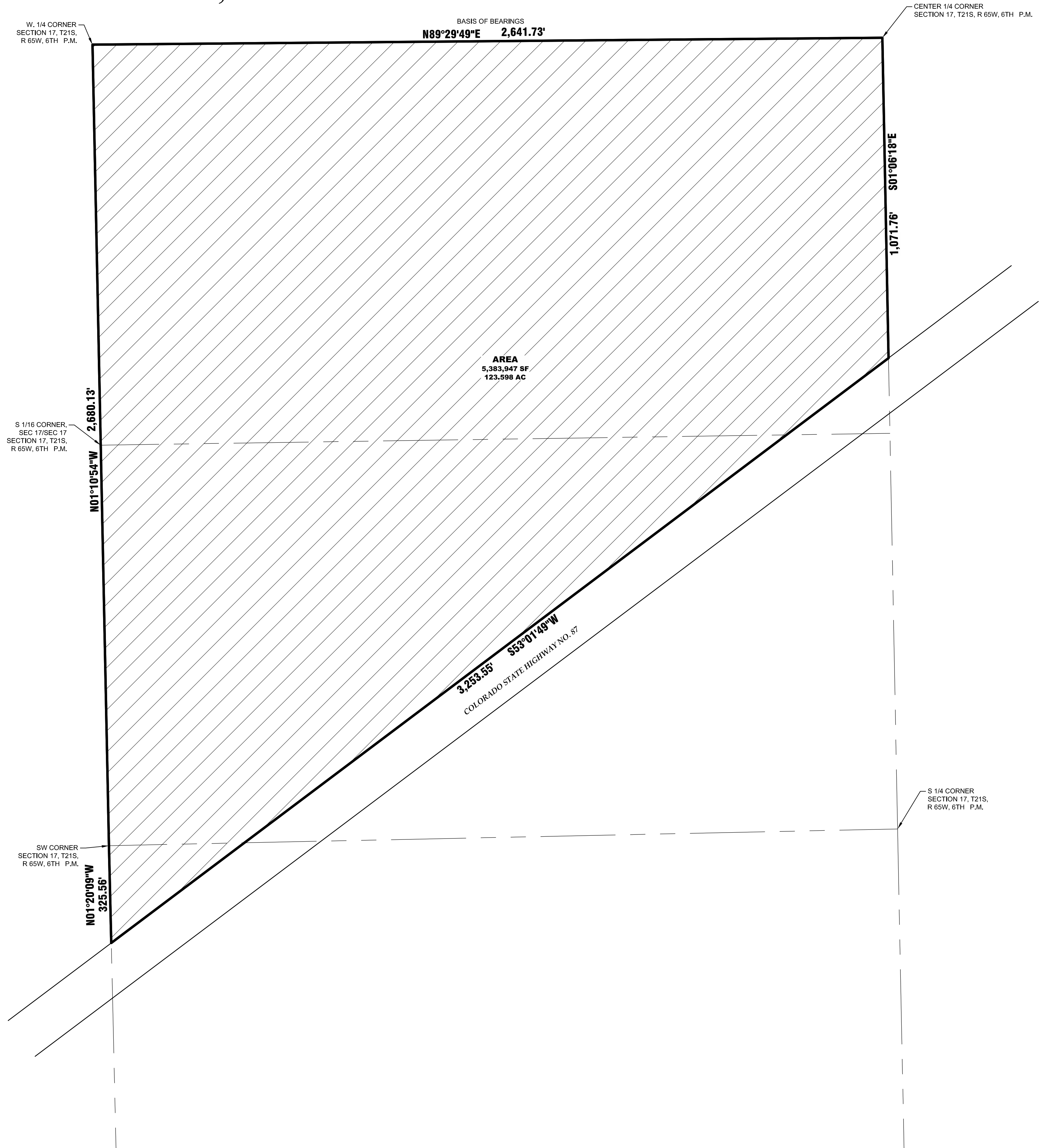


LEGEND:



NOTICE:

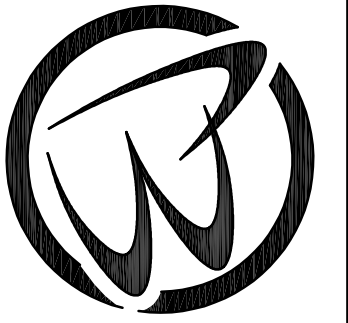
ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



NO.	REVISIONS	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
 926 Elkton Drive
 Colorado Springs, CO 80907
 Office: (719) 576-1216
 Fax: (719) 576-1206

4732 Eagleledge Circle
 Pueblo, CO 81008
 Office: (719) 545-6240
 Fax: (719) 545-6247



ZONING EXHIBIT

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

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 200'
JOB NO.	2537-00
DATE CREATED	1-2-2025
DATE ISSUED	1-3-2025
SHEET NO	1 OF 1

ZONING EXHIBIT

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

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WESTERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "T21S R65W 1/4 SEC 18 SEC 17 1993 PLS 25948" 0.9' ABOVE GRADE AND AT THE EASTERLY END BY 3-1/4" ALUMINUM CAP STAMPED "COLORADO REGISTERED LS 12933 T 21S R65W C 1/4 S17 2003" AT GRADE, ASSUMED TO BEAR N89°29'49"E A DISTANCE OF 2,641.73 FEET.

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- S89°55'15"W A DISTANCE OF 2,470.78 FEET;
- N09°10'22"W A DISTANCE OF 1,173.40 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17;

THENCE N01°20'09"W ON THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 808.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS DESCRIBED IN BOOK 1264, PAGES 291 AND 294; THENCE N53°01'49"E ON SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 3,252.63 FEET TO THE POINT OF BEGINNING.

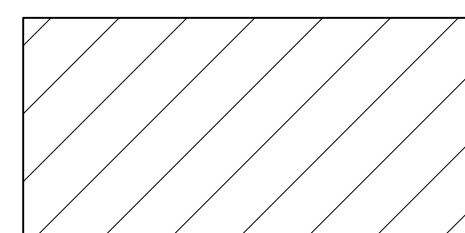
CONTAINING A CALCULATED AREA OF 7,662,797 SQUARE FEET OR 175.914 ACRES, MORE OR LESS.



300' 0 300' 600'

SCALE: 1" = 300'

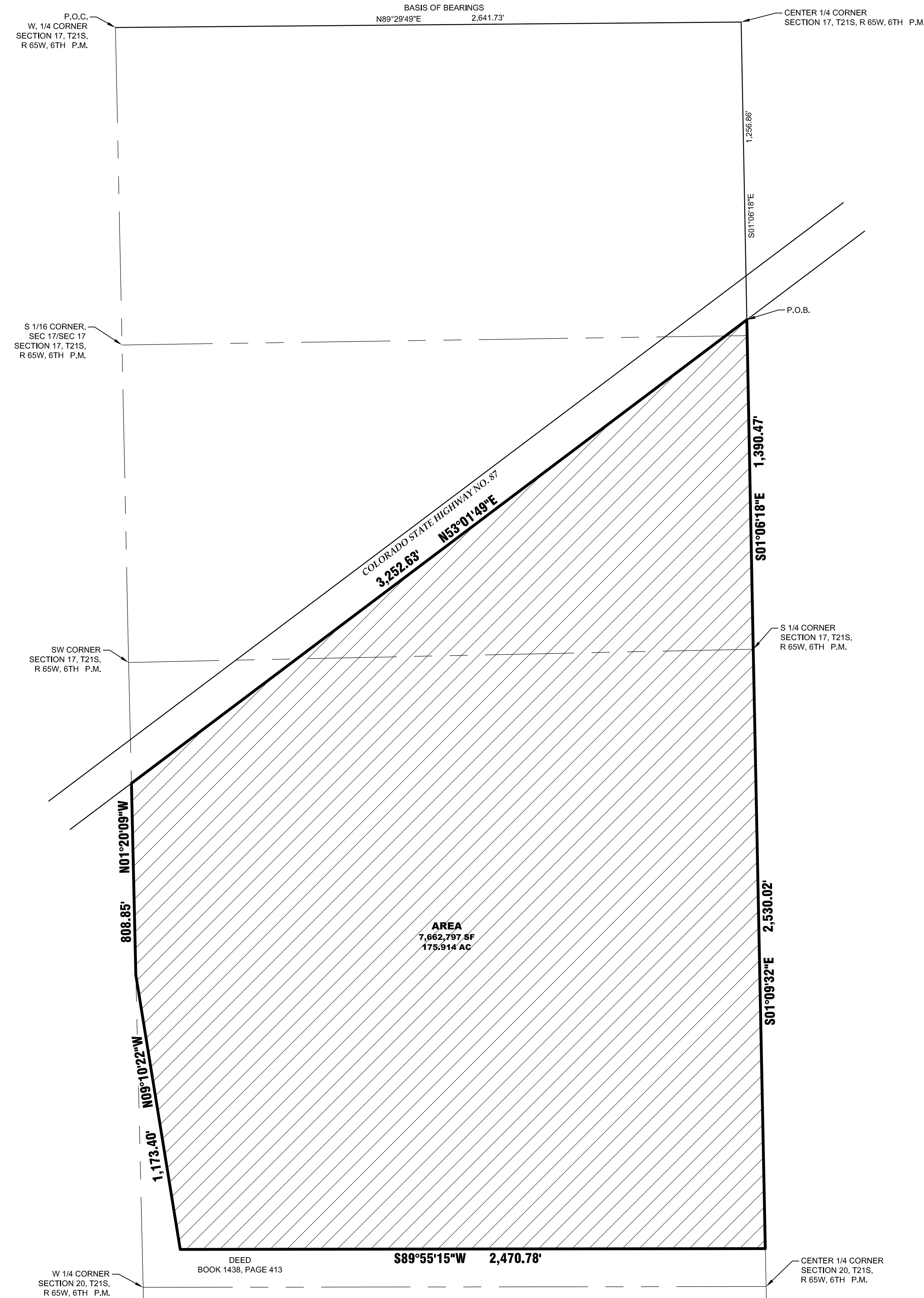
LEGEND:



AREA A-4 TO BE REZONED R-6 (MULTIPLE-RESIDENTIAL AND COMMERCIAL)

NOTICE:

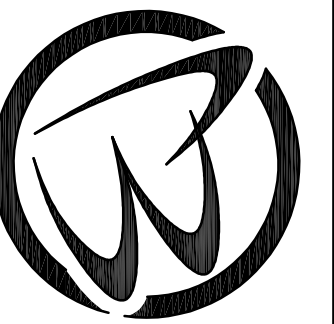
ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



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DRAWN BY **JWT**
 CHECKED BY **ERF**

H-SCALE 1" = 300'

JOB NO. **2537-00**
 DATE CREATED **1-2-2025**
 DATE ISSUED **1-3-2025**
 SHEET NO **1** OF **1**

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Planning & Zoning Commission

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, May 14th, 2025 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present: Paul Willumstad, Board Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner, Paul Haley, Fire Inspector, and Helen Dupree, Transportation Analyst.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move GU-25-02 to #6 on the Public Hearing agenda, move CP-25-01 to #7 on the Public Hearing agenda, move Z-25-06 to #8 on the Public Hearing agenda, withdraw SUP-24-01 from the Public Hearing agenda, and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

7. Z-25-06

Rezone Pueblo Recreation Resort Annexation Area, north of Hwy 78, 123.59 acres from Pueblo County A-4 to City A-1, Agricultural One. Rezone Pueblo Recreation Resort Area south of Hwy 78, 175.914 acres from Pueblo County A-4 to City R-6, Multiple Residential and Commercial. Staff report by Beritt Odom, Principal Planner. *Continued from April 9, 2025*

Hearing: Applicants Heath Herber and Craig Dossey were sworn in and spoke in support of the application. No one spoke in opposition.

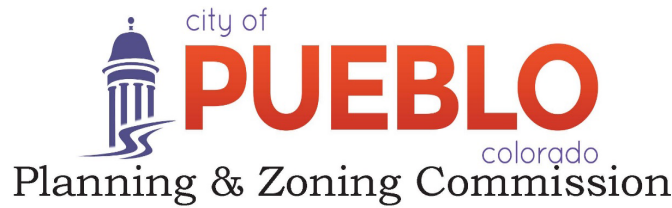
Commission Action: Bailey moved to recommend the rezone application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 4-3 (Castellucci, Avalos, and Aznar dissenting)

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandar Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-06

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: May 14, 2025

SUBJECT: Rezone from Pueblo County A-3, to City of Pueblo R-6, Multiple Residential and Commercial Zone District, and A-1, Agricultural One Zone District.

APPLICANT: Heath Herber, Pueblo Recreation Investors LLC

PROPERTY OWNER: Heath Herber, Pueblo Recreation Investors LLC

LOCATION: Generally located north and south of Hwy 78, east of the South Side Landfill

CONCURRENT CASES: CP-25-01, Pueblo Regional Comprehensive Plan Amendment, amend future land use designation from Suburban Neighborhood and Special Development Area to Commercial Mixed Use.

REQUEST:

The applicant is requesting to rezone 123.59 acres of land located north of Hwy 78 from Pueblo County A-4, to City A-1, Agricultural One Zone District as a holding zone. The 175.914 acres located south of Hwy 78 is proposed to be rezoned from Pueblo County A-4 to City R-6, Multiple Residential and Commercial Zone District to facilitate development of a recreational vehicle park, residential dwelling units, and neighborhood serving commercial development.

BACKGROUND AND ANALYSIS:

The subject property, 299.512 acres, was annexed into the City as the Pueblo Recreation Resort Annexation No. 1 and No. 2 in January 2025 following a 5-0 recommendation of approval from the Planning and Zoning Commission in December 2024. The annexation area is bisected by Hwy 78; the 123.59 acres located north of Hwy 78 is proposed to be rezoned to an A-1, Agricultural One District as a holding zone as approved in the annexation agreement. The southern portion of the annexation area, 175.91 acres, is proposed to be rezoned to R-6, Multiple Residential and Commercial District, to facilitate the development of a recreational vehicle park in the eastern portion of the site, neighborhood commercial in the northwest portion of the site, and residential development in the southwest portion of the site. According to the Municipal Code, the standards of the R-6 Zone District are designed to retain and provide areas of mixed residence, commercial use, and accommodations for transients.

Annexation Agreement Related to Zoning and Secondary Access:

According to the annexation agreement, the northern portion of the annexation area is to be zoned as an A-1, Agricultural One District for a period not to exceed 180 months from the date of the annexation agreement. Prior to the conclusion of the 180 months, the property owners must rezone the land into a zone district “most nearly corresponding to the land use classification into which such land has been classified under the City’s Comprehensive Plan.” No building or occupancy permits are allowed to be issued for the northern portion of the annexation area while the property is zoned A-1. The annexation agreement also states that the petitioner shall provide secondary access to the property in accordance with the 2015 International Fire Code. The secondary access will most likely be provided by the planned extension of Lake Avenue and/or Bridle Trail. The developer/petitioner is eligible for cost recovery for the construction of the secondary access. The City reserves the right to not approve subsequent subdivisions or approve building permits until the secondary access requirement is fulfilled.

Proposed Land Uses:

Specific land uses for the property located north of the highway have not been identified at this time. The applicant intends to submit an Overall Development Plan (ODP) for the entire annexation area prior to subdivision. The ODP will identify land uses, drainage, parks, utilities, traffic and subdivision phasing. The ODP, in conjunction with the Comprehensive Plan, will guide future zoning actions on the portion of property located north of Hwy 78.

A conceptual site plan for the land south of Hwy 78 that is proposed to be rezoned to R-6 was submitted with this rezoning application. According to the plan, the RV resort will include RV camping sites, two “glamping” areas, an amenity center, an event center, park model camping units, a mountain bike course, an adventure course, and a water park located east of the future extension of Lake Ave. The western portion of the site will house residential and neighborhood-scale commercial development. According to the applicant, the housing product will directly support the RV resort, and the neighborhood-scale commercial uses will support both the RV resort and residential neighborhood. Generally, RV parks and resorts are located on the periphery of an urban area to facilitate access for recreational vehicles, and patrons generally desire a more rural setting with access to nature. The proposed location, directly south of Hwy 78, provides a rural setting for RV patrons while providing access to municipal services.

The applicant states that the proposed RV resort location is ideal because the land surrounding the development site remains undeveloped and patrons have easy access to Hwy 78. Lake Avenue is planned to intersect with Highway 78, which the applicant attests will create an ideal intersection for RV resort development along the eastern portion of the intersection and commercial development along the western portion of the intersection. According to the applicant, “generally, commercial businesses prefer to be located near these types of intersections in order to attract and cater to commuters and passerby’s and to minimize the impact to lower-density residential neighborhoods, which are traditionally located away from such intersections.”

**LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY**

Site Character: The site is currently undeveloped.

Neighborhood Compatibility: North Pueblo County A-3, undeveloped.

East Pueblo County A-3, undeveloped.

South Pueblo County A-1, undeveloped

West Pueblo County A-1, undeveloped

City of Pueblo A-1, Southside Landfill

COMPREHENSIVE PLAN:

Rezoning of the Area North of Hwy 78:

The rezone area located north of Hwy 78 is proposed to be rezoned to an A-1 holding zone and is currently designated as a Suburban Neighborhood future land use.

According to the Comprehensive Plan, Suburban Neighborhoods are suited for predominately single-family detached and attached homes on similarly sized lots. Supporting land uses include accessory dwelling units, single-family attached homes; duplexes, townhomes, neighborhood -scale commercial, retail and services; parks; schools; community gardens; public facilities; and services. The A-1 holding zone district allows the property owner 15 years to rezone the property into a Zone District that corresponds with the Comprehensive Plan Future Land Use Designation. Applications for subdivision and building permits will not be processed until the site is rezoned to a Zone District that corresponds with the Comprehensive Plan future land use designation.

Rezoning of the Area South of Hwy 78:

The rezone area located south of Hwy 78 is currently designated as Suburban Neighborhood and Special Development by the Pueblo Regional Comprehensive Plan, 2022.. The portion designated Suburban Neighborhood is approximately 30.6 acres located in the northeast corner of the rezoning site adjacent to Hwy 78. The portion designated Special Development Area is approximately 147 acres and is located south of the Suburban Neighborhood future land use area. The Special Development area has approximately 922.76 feet of frontage along Hwy 78.

Concurrent to this rezoning, the applicant has requested an amendment to the Comprehensive plan to re-designate the entirety of the site from Suburban Neighborhood and Special Development Area to a Commercial Mixed Use. Should the Commission make the necessary findings to recommend approval and City Council approves the amendment, the proposed R-6 Zone District should be considered against the standards of the new future land use designation as described below. .

According to the Pueblo Regional Comprehensive Plan, Commercial Mixed-Use are areas intended for a mix of commercial, employment, and service-oriented uses that serve the neighborhoods. Commercial Mixed-Use areas are located along auto-oriented corridors and should prioritize the safety and comfort of all road uses. The areas should transition over time to prioritize the safety, comfort, and accessibility of people walking, biking, and taking transit. The Comprehensive Plan also states that infill and redevelopment is encouraged to reduce surface parking and revitalize underutilized areas. The proposed recreation resort, supporting residential and commercial development, will introduce a mixture of uses along an auto-oriented highway corridor as described in the future land use characteristics.

Should the Comprehensive Plan amendment be approved, the applicant states that the proposed R-6 rezoning furthers the following Comprehensive Plan principles and policies: providing for a diversity of lifestyles, creating attainable housing options, providing for higher-density housing to support major commercial areas, promoting tourism, and supporting local events and attractions.

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 "Project Description" describes the proposed development site as optimal for RV purposes because the surrounding land area is undeveloped.**

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

Comments **The site plan is included in the application narrative**

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

Comments **The application states that the southern portion of the annexation area and rezoning area will be developed before the northern portion.**

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 includes the required information.**

RECOMMENDED ACTION:

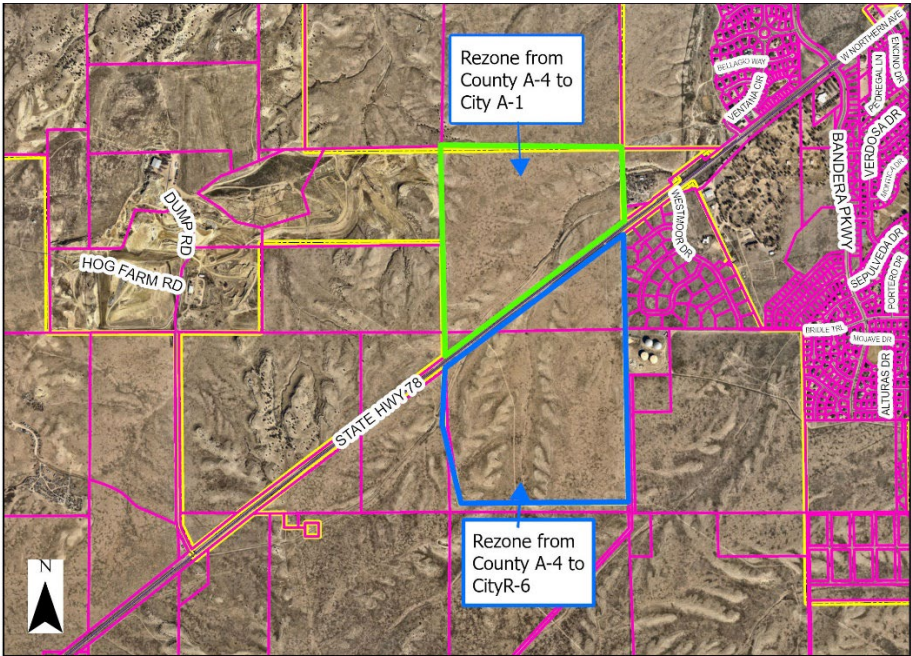
If the Planning and Zoning Commission makes the necessary findings, a recommendation to City Council for approval of the rezone request is appropriate.

REFERRAL AGENCIES AND COMMENTS:

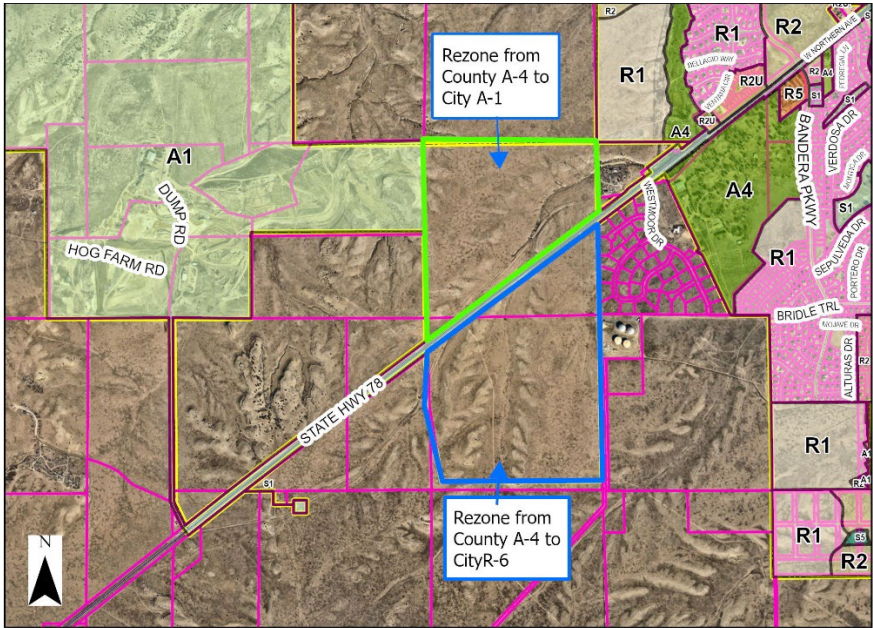
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No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

ATTACHMENTS:

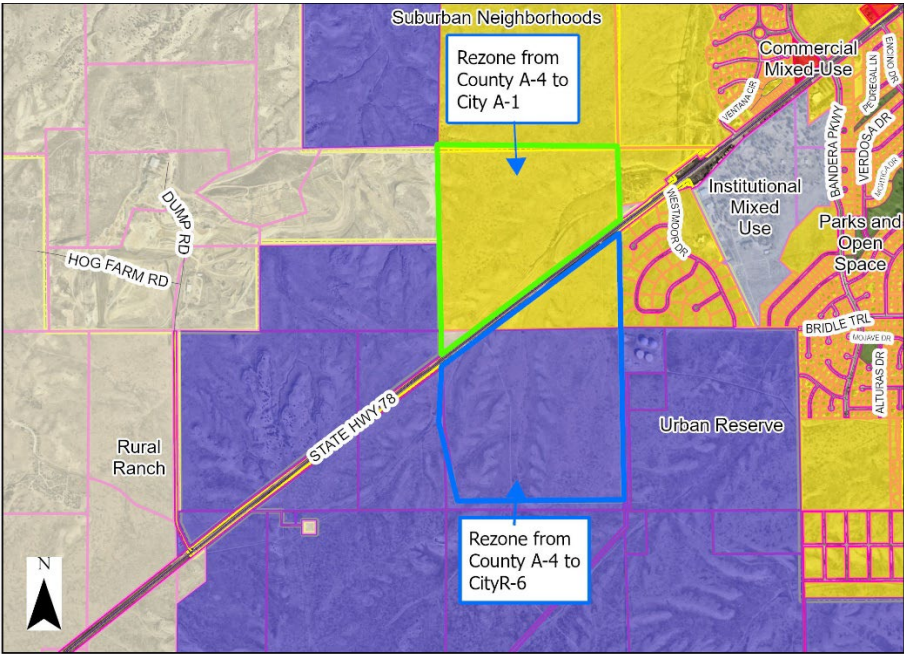
- A. **Aerial Photograph**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Site Photographs**
- E. **Zoning Exhibits**
- F. **Application**
- G. **Pueblo Recreation Resort Project Description**
- H. **Zoning Section of Annexation Agreement**



A. Aerial Photograph



B. Zoning



C. Comprehensive Plan



D. Public Notice



D. Southern rezoning area, looking south from Hwy 78



D. Northern rezoning area looking north from Hwy 78

Planning & Zoning Map Amendment Application (Rezoning)

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

Property Owner	
Name:	
Company:	
Address:	Zip:
Phone: (719)	Email:
Applicant	
Name:	
Company:	
Address:	Zip:
Phone: (719)	Email:
Person or Firm Representing (If Different From) Owner or Applicant	
Name:	
Company:	
Address:	Zip:
Phone: (303)	Email:
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: (address or general description)	
Parcel#	
Legal Description:	
Subdivision:	Acreage:
Existing Zone District:	
	Proposed Zone District:

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.

Description of area surrounding proposed development:

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

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

Estimated date for beginning project:

Estimated date for completion of project:

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

- CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. **(if applicable)**

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only	Zoning Compliance (Completed by City Staff)	
	Application received by:	Date:
	Application checked for completeness by:	Date:
	Case Manager:	Fee Paid:
Hearing date:		<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:	Heath Heath A. Herber	
Signature:	Heath A Herber	Date: 1/27/2025
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

Pueblo Recreation Resort

R-6 and A-1 Rezoning Application

City of Pueblo, Colorado

Project Description

February 5, 2025

Pueblo Recreation Investors, LLC
31 N. Tejon Street, Suite 500
Colorado Springs, CO 80903

OWNER: Pueblo Recreation Investors, LLC
31 N. Tejon Street, Suite 500
Colorado Springs, CO 80903

PLANNER: Vertex Consulting Services, LLC
5825 Delmonico Drive, Suite 320
Colorado Springs, CO 80919
303-906-8800
craig.dossey@vertexc.com

PROPERTY LOCATION: On the north and south side of Highway 78, between Hog Farm Road and Ventana Way

TAX SCHEDULE NOS: 1520000031 and 1517000020

Project Description

The approximately 299.512-acre property was recently approved for annexation into the City of Pueblo via the Pueblo Recreation Resort Annexation Nos. 1 and 2. Pursuant to the associated annexation agreement, the owner is requesting rezoning of all portions of the annexed area south of Highway 78 from Pueblo County A-3 zoning to the City of Pueblo R-6 zoning to allow for urban level development of the property. In addition, the owner is requesting rezoning of all portions of the annexed area north of Highway 78 from Pueblo County A-3 zoning to the City of Pueblo A-1 zoning as a holding zone. The proposed development south of Highway 78 in the R-6 zoning district is planned to include a recreational vehicle park along the eastern portion of the area to be zoned R-6, which would also be located east of the future extension of Lake Avenue, residential development at the southwest portion of the property, and a small component of commercial development at the far northwest portion of the property closest to the future Lake Avenue and Highway 78 intersection. No development is planned at this time for the portion of the property north of Highway 78 within the requested A-1 zoning district. The applicant acknowledges that this portion will need to be rezoned prior to allowing for future development as required in the associated annexation agreement.

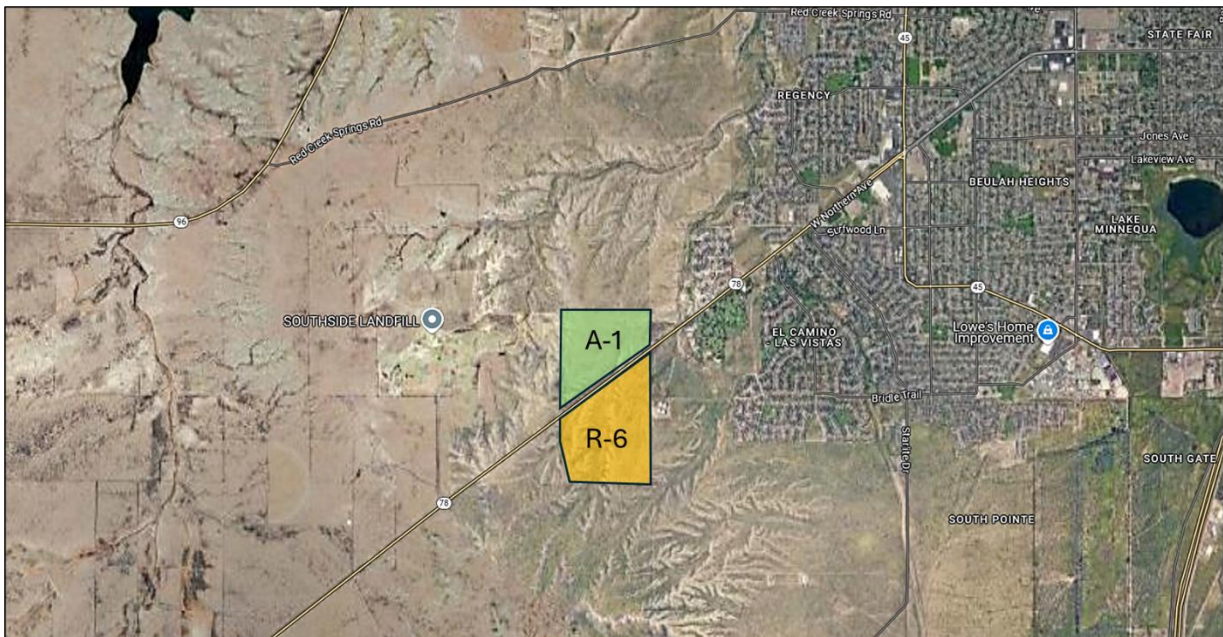
Concurrent Applications

The applicant is also proposing an amendment to the 2022 Pueblo Regional Comprehensive Plan to amend the Future Land Use designation for the property from Suburban Neighborhood (SN) and Special Development Area (SDA) to Commercial Mixed-Use (CMU). In addition to the Comprehensive Plan amendment application, the applicant

is also submitting a application for approval of an Overall Development Plan (ODP), pursuant to the requirements of the associated annexation agreement. The ODP addresses development of the property, proposed land uses, drainage (via the associated drainage report), utilities, and traffic (via the associated traffic impact study). Ingress and egress to the overall development will primarily be via a planned extension of Lake Avenue extending south from Colorado Highway 78. The planned Lake Avenue and Highway 78 intersection will require permitting by the Colorado Department of Transportation (CDOT) since Highway 78 is a CDOT controlled right-of-way.

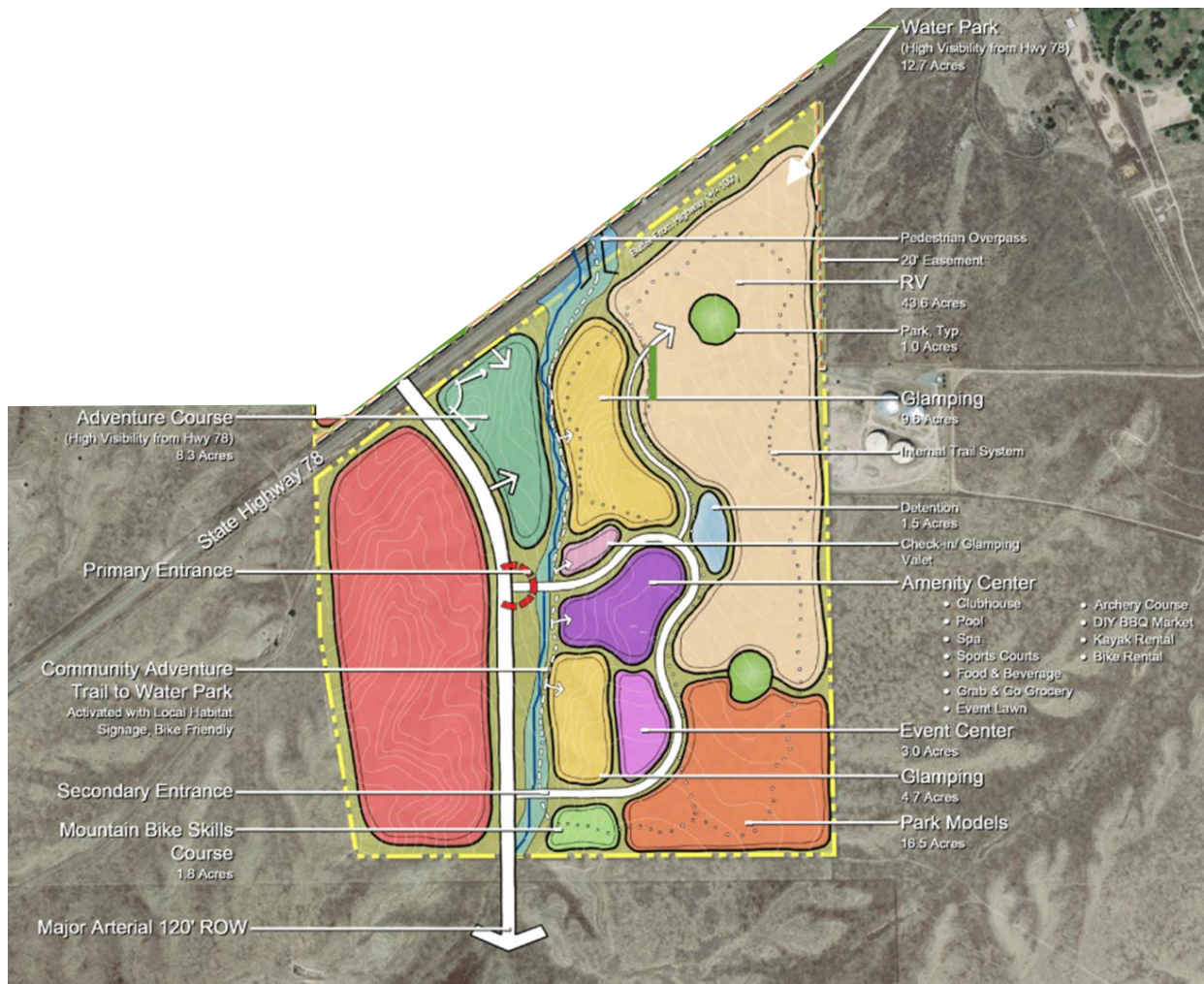
Vicinity Map

Please see below for the project vicinity map.



Conceptual Recreational Vehicle (RV) Resort Site Plan

As stated above, there is no plan for development in the area located north of Highway 78 in the proposed A-1 zoning district. Initial development of the overall property is planned to occur south of Highway 78 in the proposed R-6 zoning district along the eastern portion of the property. This area is proposed to be developed as a recreational vehicle resort. Below is a conceptual plan of the proposed RV resort. Final layout and design of the overall resort portion of the property will occur at the development plan stage of the overall land use and entitlements process.



Compatibility and Justification for Rezoning

The land surrounding the proposed R-6 and A-1 zoned areas is generally vacant and rural/agricultural in nature. South and west of the property is vacant unincorporated land zoned by Pueblo County as Agricultural One (A-1). West of the proposed City of Pueblo A-1 zoning area is the Waste Connections landfill, which is also currently zoned City of Pueblo A-1. To the east is the Pueblo Board of Water Works tank site and 1+ acre lots platted but not yet developed in the Westmoor Subdivision. There is another parcel located immediate adjacent to the east, at the southernmost end of the proposed R-6 zoning area, which is a vacant strip of land owned by the City of Pueblo.

Due to the minimal amount of developed land immediately adjacent to the proposed R-6 zoning area, the proposed RV resort, commercial, and residential development would not be incompatible with any existing adjacent land uses. In addition, the City of Pueblo has planned for the extension of Lake Avenue, a major arterial roadway, to bisect the subject property from north to south thereby creating a significant intersection with Highway 78.

A mixture of land uses, including both non-residential and residential land uses, are commonly expected at or near major intersections like the one planned at Lake Avenue and Highway 78. Generally, commercial businesses prefer to locate near these types of intersections in order to attract and cater to commuters and passersby and to minimize the impact of lower density residential neighborhoods which traditionally located away from such intersections.

The concurrently submitted comprehensive plan amendment to amend the Future Land Use designations of the property to the Commercial Mixed-Use (CMU) designation also supports the proposed rezoning requests. This designation includes retail, personal services, offices, and entertainment as primary land uses and also includes multi-family residential and other supporting services as “supporting land uses”. More specifically, the designation states:

“Concentrated nodes of higher-intensity development are encouraged at major intersections, near existing or planned transit stations, or in other locations suitable for more intensive uses.”

As mentioned above, the planned intersection of Highway 78 and Lake Avenue will be a major intersection in this area of Pueblo, creating new opportunities for well-planned growth, which would be directly consistent with the City’s policy of having a “concentrated” node of “higher-intensity development” near such intersections. By locating non-residential and higher density residential land uses near major intersections, particularly those that include CDOT right-of-way, the City is able minimize traffic-related impacts on roads having a lower classification while allowing for greater traffic volume on roadways that are specifically designed to carry more traffic.

The proposed rezoning requests are also consistent with the concurrently submitted overall development plan, which provides for an overall land use plan for the property that can be implemented with approval of the proposed zoning. The proposed overall development plan only includes the portion of the property south of Highway 78, which is proposed to be zoned R-6. The applicant recognizes that either a separate overall development plan or an amendment to the concurrently proposed development plan will be required prior to developing the portion of the property north of Highway 78.

Traffic Impacts

A traffic impact study was performed in association with the preceding annexation of the property. That study has been submitted in support of this proposed rezoning request.

Wastewater

A sanitary sewer impact report was provide in support of the associated annexation of the property. That report has been submitted with this proposed rezoning request.

Compliance with 2022 Pueblo Regional Development Plan

The 2022 Pueblo Regional Development Plan includes a number of goals and policies in support of the proposed rezoning request. Below is an analysis of a small selection of those goals and policies that appear to be particularly pertinent to the request.

Lifestyle and Housing

Guiding Principle 1 of the 2022 Pueblo Regional Development Plan states:

“Diversify Lifestyles, Attainable Housing Options”

A combination of the proposed RV resort and the planned residential development immediately to the west within the overall development has the potential to create a very unique lifestyle option for current and future residents of the City of Pueblo. The intent is to create more attainable housing options for existing and future residents, but to take it a step further and plan for a housing product that would directly support the RV resort. There are several examples of this type of residential housing in which the occupant of the residence is typically a part of the “RV culture” and would like to have a “home base” where they live at various times when they are not on the road with their RV and where they can safety and affordable store or readily access their RV. Many of these “RVers” have extended relationships with other RVers that could ultimately become seasonal, mid-term, or even short-term occupants of the RV resort when they visit their RVer friends who would conveniently live in a dwelling within the same overall development. There is nowhere else in the City of Pueblo, and probably nowhere else in Colorado, where this type of housing and lifestyle are available.

Higher-Density Housing to Support Major Commercial Areas

Policy 1.1.7: Higher-Density Housing further supports the proposed rezoning requests by stating that the region should “Encourage the development of higher-density housing options...along major corridors to create additional vitality and economic activity with major commercial areas...” Highway 78 is already a major corridor in the region and the long-range transportation plans for the City and County call for Lake Avenue to be a de facto ring road in the region. The proposed rezoning request would allow for future development of higher-density housing near existing commercial nodes in the City of

Pueblo, specifically at the intersection of Pueblo Boulevard and Northern Avenue.

Tourism and Supporting Local Events and Attractions

Goal 4.4 of the Comprehensive Plan calls for the City and the County to “Establish Pueblo County as a tourist destination.” In particular, Policy 4.4.4 under Goal 4.4 overwhelmingly supports the proposed rezoning. It states:

“Expand efforts to host events and attractions that bring visitors to Pueblo County...
Continue working...to make the community an attractive destination for tourists
from outside the state and around Colorado.”

Zoning and development of an RV resort featuring a variety of planned amenities is directly in line with this goal and policy. RV resorts of the size being proposed will draw tourist to the Pueblo area from all over the state and from all over the country, which in turn will result in significant revenue to the region and while also having the ancillary effect of supporting so many of the existing events and festivals already being held in the community by bringing new attendees into the community.

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

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

II. OVERALL DEVELOPMENT PLAN

(1) When a tract of land proposed for subdivision constitutes a part of a larger tract of land owned or controlled by the subdivider, whose intention is to subdivide the remaining part or parts of the larger tract at some future date, an Overall Development Plan shall be prepared and submitted by the subdivider and approved by the Planning Commission prior to preparation and submission of the subdivision plat of the tract proposed for initial subdivision.

(2) An Overall Development Plan shall be prepared in accordance with the requirements of regulations contained in Section 12-4-5(a) of the Pueblo Municipal Code, as may be hereafter amended, and the Overall Development Plan shall be adopted by the Planning and Zoning Commission. The Overall Development Plan shall be prepared in consultation with the City's Subdivision Review Committee and submitted in its entirety to the Planning and Zoning Commission. The Overall Development Plan shall comply with the policies of the Pueblo Regional Comprehensive Development Plan existing as of the date the Overall Development Plan is approved. The Overall Development Plan as submitted and approved by the Planning and Zoning Commission shall have the flexibility to adapt to changing conditions over the estimated time period for the development of the land within the Overall Development Plan and shall consist of the following prepared in accordance and in compliance with standards, criteria and policies adopted by the City Council by resolution: development plan, land use including open space and park plans; drainage plan; sanitary sewer plan; transportation plan; and appropriate environmental studies.

(3) Petitioner may submit the Overall Development Plan to the Planning and Zoning Commission for approval any time after the City Council has found the petition for annexation of the Property to be valid in accordance with the provisions of §31-12-107, C.R.S. The City may refuse to approve any building or occupancy permit for any portion or all of the Property until after an Overall Development Plan is approved.

III. ZONING AND SUBDIVISION

(1) The Property is currently identified within three separate future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. These Future Land Use Categories as shown on the attached Future Land Use Map, Exhibit C-1 include Suburban Residential, Rural Ranch, and Special Development Area. Prior to the approval of a zoning map amendment application, the Petitioner shall file an application for a comprehensive plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed Use

designation.

(2) A zoning map amendment application may be filed at any time after the petition for annexation has been found to be valid in accordance with the provisions of Section 31-12-107, C.R.S. The Planning and Zoning Commission may hear the application for zoning and make its recommendations thereon prior to annexing the Property, but the proposed zoning ordinance shall not be passed on final presentation prior to the date the ordinance approving the annexation of the Property, and the final approval of an ordinance amending to the Pueblo Regional Comprehensive Plan's Future Land Use Map.

(3) No rights shall exist in Petitioner nor with respect to the Property arising from any preexisting subdivision or use at the time of annexation. No subdivision of the Property shall be approved prior to the time the ordinance annexing and zoning the Property is approved on final presentation. No application for subdivision of all or any part of the Property shall be submitted to or considered by the City until after the Overall Development Plan has been approved by the Planning and Zoning Commission; provided, however, that if the Property is intended to be included in a single subdivision, the application for such subdivision may be submitted at the time the Overall Development Plan is submitted to the Planning and Zoning Commission.

(4) No later than ninety (90) days after the effective date of the Ordinance annexing the property, Petitioner shall cause of the portion of the Property north of State Highway 78 containing approximately 125 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned Agricultural One (A-1) serving as an interim A-1 zone district for a period up to but not to exceed 180 months from the date of this Annexation Agreement. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any portion of the Property classified as Agricultural One (A-1) zone district until after that portion of the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 125 acres described above until the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended.

(5) No later than ninety (90) days after the effective date of the ordinance annexing the Property, Petitioner shall cause the portion of the Property south of State Highway 78 containing approximately 175 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned into a R-6 Multiple-Residential and Commercial District which constitutes the zone district most nearly corresponding to the land use classification into which the Property has been classified or may in the reasonable future be classified under the City's comprehensive plan. If the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property.

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

April 28th, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from **Heath Herber, Pueblo Recreation Investors, LLC**, for the recommendation of the following application:

Z-25-06: Rezone Pueblo Recreation Resort Annexation Area, north of Hwy 78, 123.59 acres from Pueblo County A-4 to City A-1, Agricultural One. Rezone Pueblo Recreation Resort Area south of Hwy 78, 175.914 acres from Pueblo County A-4 to City R-6, Multiple Residential and Commercial

The Planning and Zoning Commission meeting will be held on **May 14th at 3:30 pm**, in City Council Chambers, 1 City Hall Place, Pueblo, CO. The public meeting will be recorded and can be watched via Zoom, but no testimony will be heard virtually. 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: Z-25-06

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located north and south of Hwy 78, east of the South Side Landfill, 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.

4-29-25
(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 north and south of Hwy 78, east of the South Side Landfill, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

4-29-25
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
ANDERSON JUSTIN J/ANDERSON LETICIA	1029 CHERRY AVE	IMPERIAL BEACH CA		91932-1609
VESTOGE PUEBLO CO LLC	13800 COPPERMINE RD	HERNDON VA		20171-6163
WASTE CONNECTIONS OF COLORADO INC + C/O	3 WATERWAY SQUARE PL	THE WOODLAND TX		77380-3488
PUEBLO RECREATION INVESTORS LLC	31 N TEJON ST STE 500	COLORADO SPRING CO		80903-1514
HALDE KERRY W/HALDE CYNTHIA J	46496 US HWY 24	BURLINGTON CO		80807
EVERHART J F JR/EVERHART R E/EVERHA + EVERH	50 CLUB HOUSE RD	KEY LARGO FL		33037-3600
TODERO NICK C/TODERO LUCIEANN/ + KRISTAN I	503 LA VISTA RD	PUEBLO CO		81005-2624
KNEZEVICH MARY A	5521 STATE HWY 78	PUEBLO CO		81005-9606
TENNEY KIMBERLY A	704 WASHINGTON ST UNI	BELGRADE MT		59714-4227
CDEBACA JESSE + IRELAND ELISABETH TREFZ , Ak	8685 ASPEN CIR	PARKER CO		80134-8915
WESTERN POWER AND GAS CO + C/O CENTEL	PO BOX 1400	RAPID CITY SD		57709-1400
BOARD OF WATER WORKS OF PUEBLO	PO BOX 400	PUEBLO CO		81002-0400
W L ENTERPRISES LTD	PO BOX 9024	PUEBLO CO		81008-0024



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 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 2620 FARABAUGH LANE FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone the property located at 2620 Farabaugh Lane from B-3, Highway and Arterial Business Zone District to I-2, Industrial Zone District to facilitate the construction of a contractor’s yard and building.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The owner of 2620 Farabaugh Lane is seeking to rezone from B-3 to I-2 to facilitate the construction of 3,072 square foot contractor’s storage and warehousing building defined as a contractor’s yard according to Pueblo Municipal Code Sec. 17-2-2(43)(b). While a contractor’s shop is allowed as a use by right in a B-3, a contractor’s yard is not allowed in a B-3 zone district and is a use by right in the I-2 Zone District. A contractor’s yard means “land or buildings used primarily for the storage of equipment, vehicles, machinery, building materials, paints, pipe, or electrical components used by the owner or occupant of the premises in the conduct of ay building trades or building craft”. According to the preliminary site plan submitted by the applicant, the owner will construct a 3,072 square foot building with space for vehicles, materials, and a small office. The applicant currently has space on the same street but would like to better secure his materials. This section of the South Prairie Subdivision was annexed into the City with the Lake Minnequa Annexation (Ord. #3646) in 1972 and was zoned B-3 at that time. Over time, this area has developed with a lighter industrial or business park setting with few traditional B-3 uses developed. The southern side of Farabaugh Lane is currently zoned B-3 although all the current uses are contractors’ yard, storage, HVAC, and light industrial in nature. Across the street to the north a majority of the lots

have been zoned Business Park, with light industrial related storage, warehousing and transportation uses. To the north and east most of the Prairie Park Subdivision has been rezoned Business Park or properties have received special use permits in B-3 to allow self-storage. Existing businesses to the northwest and west are largely HVAC and plumbing companies. Finally, the area behind the property is undeveloped prairie zoned Business Park (BP) and likely to develop in a similar manner as the subject property. The applicant will be required to submit a commercial site plan for the proposed building, and it is in a Low Visibility Industrial area, PMC 17-4-49(f), which offers reduced standards for site development compared to properties within High Visibility designated Industrial areas.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 14, 2025, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-25-08 Attachments

ORDINANCE NO. 10980

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 2620 FARABAUGH LANE FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed B-3, Highway and Arterial Business Zone District to I-2, Industrial Zone District:

LOT 7 BLK 5 SOUTH PRAIRIE SUB 2ND

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 9, 2025.

Final adoption of Ordinance by City Council on June 23, 2025.


DocuSigned by:
Mark Aliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

Approved on 6/26/2025 | 11:12 AM MDT.

Disapproved on _____ based on the following objections:

Signed by:

3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:


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

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

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

President of City Council

ATTEST

DocuSigned by:

7C02EBDFFC3D43C...

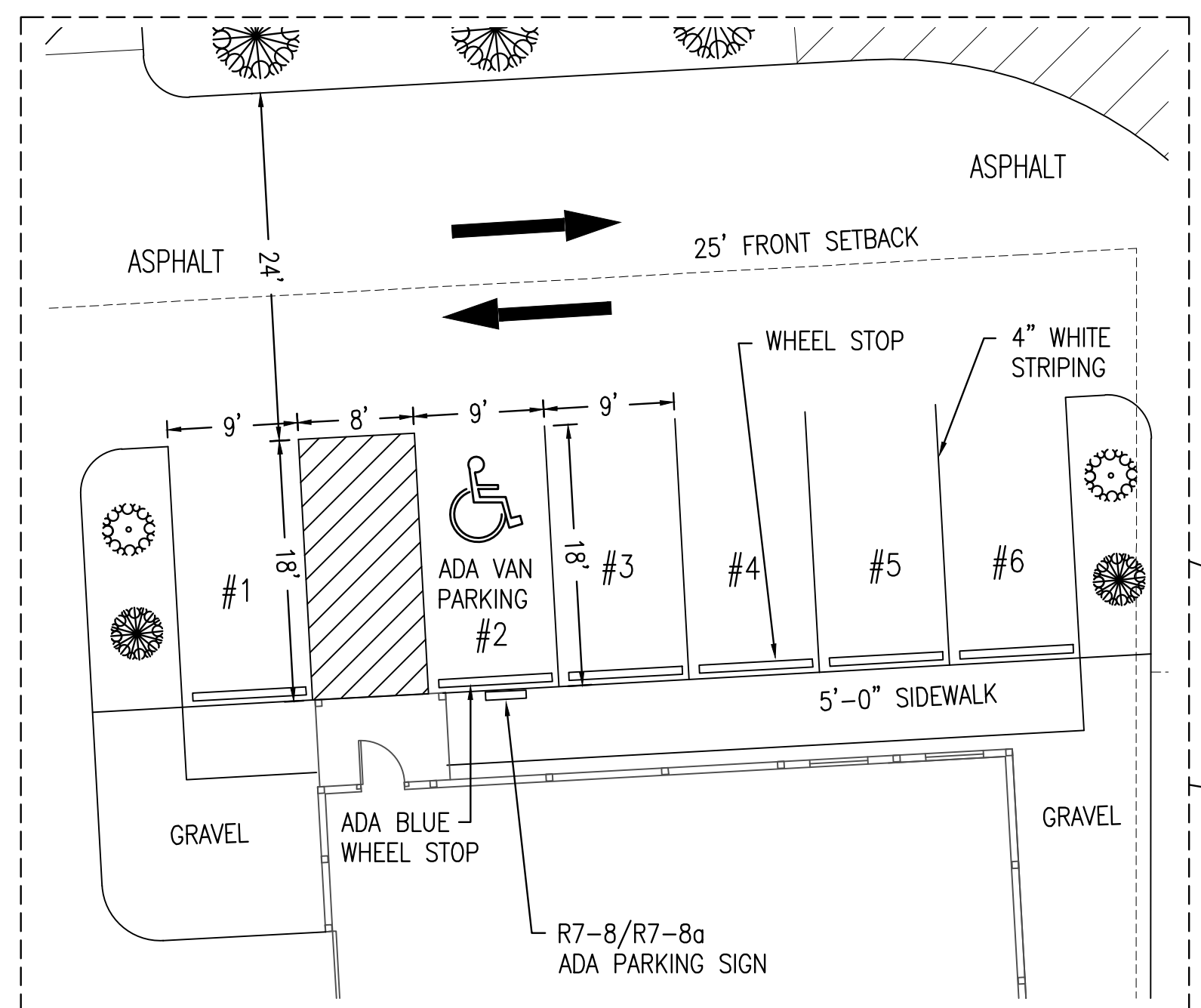
City Clerk

REVISIONS	DATE

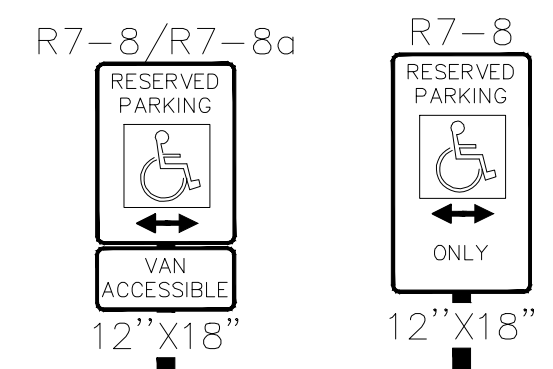
ARCHITECTURAL DESIGN
INNOVATIVE CADD
NETWORK
 PUEBLO WEST, COLO. 81007
 PH. (719) 647-2095 FAX. (719) 547-0353
 WEB SITE: WWW.ICNDRAFTING.COM

LEYBA STORAGE BLDG. - APN # 1514321007
 LOT 7, BLK 5 "SOUTH PRAIRE" ON FARABAUGH LN.
 PUEBLO, COLORADO 81004
 PRELIMINARY SITE PLAN

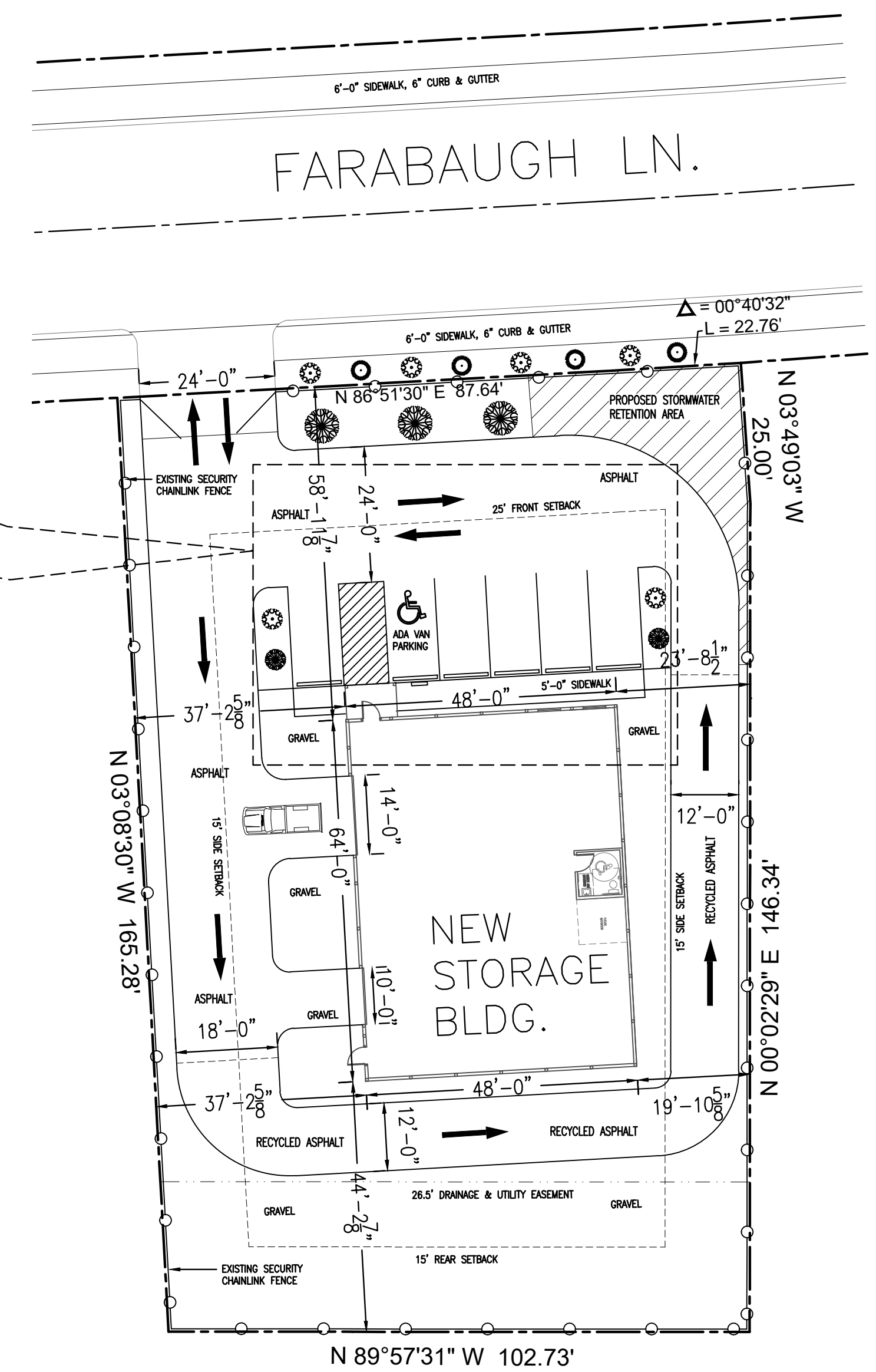
DRAWN BY: ICN	
CHECKED BY: WL	
DATE DRAWN: 02-17-25	
SCALE: AS SHOWN	
SHEET: 31	OF:



ENLARGED ADA PARKING PLAN
 1" = 10'-0"
 SCALE: 1"=10'



H.C. PARKING SIGN DETAIL
 N.T.S.



PRELIMINARY SITE PLAN
 1" = 20'-0"
 SCALE: 1"=20'

PROPOSED CHANGE OF EXISTING ZONING FROM B-3 TO I-2 FOR CONSTRUCTION STORAGE BUILDING PER MEETING ON 01-29-25

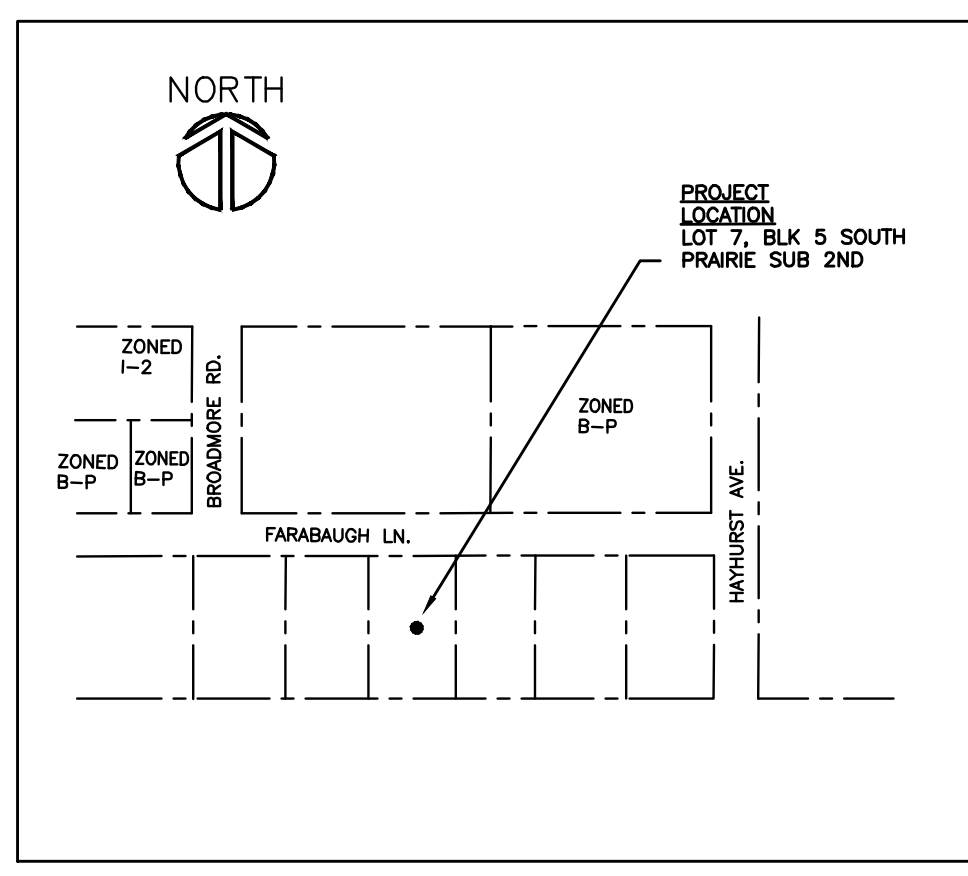
PARKING CALCULATIONS

STORAGE FACILITY (1 EMPLOYEE ON ONE SHIFT)
 + (1 SPACE PER 1000 SQFT) = 5 SPACES

PARKING SPACES	ADA VAN PARKING	1
	PARKING	5
	TOTAL	6 SPACES

LEGAL DESCRIPTION

LOT 7, BLK 5 SOUTH PRAIRE SUB 2ND
 APN - 1514321007 (0.41 ACRES)



LOCATION MAP

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Planning & Zoning Commission

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, May 14th, 2025 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present: Paul Willumstad, Board Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner, Paul Haley, Fire Inspector, and Helen Dupree, Transportation Analyst.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move GU-25-02 to #6 on the Public Hearing agenda, move CP-25-01 to #7 on the Public Hearing agenda, move Z-25-06 to #8 on the Public Hearing agenda, withdraw SUP-24-01 from the Public Hearing agenda, and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

- Z-25-08** **Rezone Lot 7, Block 5, South Prairie Park**, 0.41-acres from Highway and Arterial Business District (B-3) to Industrial Zone District (I-2) District. Staff report by Wade Broadhead, Sr. Planner.

Hearing: Applicants William Leyba and Joseph Torguson were sworn in and spoke in support of the application. No one spoke in opposition.

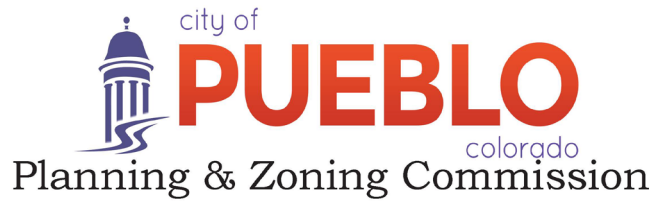
Commission Action: Bailey moved to recommend the rezoning application with 1 staff condition be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandar Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-08

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Sr. Planner

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

DATE: May 14, 2025

SUBJECT: Highway and Arterial Business District (B-3) Zone District to Industrial District (I-2).

APPLICANT: Joseph Torguson

PROPERTY OWNER: William Leyba

LOCATION: Lot 7, Block 5, South Prairie Subdivision 2nd Filing, 2620 Farabaugh Ln

EXISTING ZONE: B-3, Highway and Arterial Business Zone District

PROPOSED ZONE: I-2, Industrial Zone District

PREVIOUS AND CURRENT BOARD ACTIONS: None

REQUEST:

Applicant is requesting to rezone the subject property from Highway and Arterial Business District (B-3) Zone District to Industrial District (I-2), to facilitate the construction of a contractor's yard and building.

BACKGROUND AND ANALYSIS:

The owner of 2620 Farabaugh Lane is seeking to rezone from B-3 to I-2 to facilitate the construction of 3,072 sq ft contractor's storage and warehousing building defined as a *contractor's yard* according to Pueblo Municipal Code Sec. 17-2-2(43)(b). While a *contractor's shop* is allowed as a use by right in a B-3, a *contractor's yard* is not allowed in a B-3 zone district and is a use by right in the I-2 Zone District. A *contractor's yard* means "land or buildings used primarily for the storage of equipment, vehicles, machinery, building materials, paints, pipe, or electrical components used by the owner or occupant of the premises in the conduct of any building trades or building craft".

According to the preliminary site plan submitted by the applicant the owner will construct a 3,072 sq ft building with space for vehicles, materials, and a small office. The applicant currently space on the same street but would like to better secure his materials.

This section of the South Prairie Subdivision was annexed into the City with the Lake Minnequa Annexation (Ord. #3646) in 1972 and was zoned B-3 at that time. Over time, this area has developed with a lighter industrial or business park setting with few traditional B-3 uses taking shape. The southern side of Farabaugh Lane is currently zoned B-3 although all of the current uses are contractors' yard, storage, HVAC, and light industrial in nature. Across the street to the north a majority of the lots have been zoned Business Park, with light industrial related storage, warehousing and transportation uses. To the north and east most of the Prairie Park Subdivision has been

rezoned Business Park or properties have received special use permits in B-3 to allow self-storage. Existing businesses to the northwest and west are largely HVAC and plumbing companies. Finally, the area behind the property is undeveloped prairie zoned Business Park (BP) and likely to develop in a similar manner with the subject property.

The applicant will be required to submit a commercial site plan for the proposed building, and it is located in a Low Visibility Industrial area, PMC 17-4-49(f), which offers reduced standards for site development.

STAFF REVIEW AND FINDINGS:

The I-2 Zone District is intended to provide areas for manufacturing, warehousing and limited retailing products, which by their inherit characteristics and the operations involved are not obnoxious to one another or surrounding uses. The development of the South Prairie Subdivision has mirrored that of the Graneros Industrial Park, located west of the rezoning site, with low level industrial, storage, and warehouse uses. Indoor and outdoor storage are located immediately north and east of the rezoning site. The 2022 Pueblo Comprehensive Plan identified this area in the future land use map as Light Industry further reinforcing the existing development pattern. The primary land uses in the Comprehensive Plan Light Industry Future Land Use Category includes research and development, manufacturing, processing, maintenance/repair shops, warehousing, and distribution. The proposed use is compatible with the existing development in the immediate area and Comprehensive Plan.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The site is undeveloped gravel lot.

❑ **Neighborhood Compatibility:**

Zone:	Developed with:	
North	Highway and Arterial (B-3) Zone and Business Park Zone District and Business Park (BP)	warehousing and mini storage buildings
East	Highway and Arterial (B-3) Zone (B-3) Zone District and Industrial Zone District (I-2)	outdoor storage
South	Business Park (B-P) Zone District	Undeveloped prairie
West	Highway and Arterial (B-3) Zone Business Park Zone District and Business Park (BP)	various light industrial uses

❑ **Comprehensive Plan Compliance:**

The proposed rezoning request conforms with the Pueblo Comprehensive Plan designation of Light Industry. Light Industry future land use areas are characterized by areas that include industrial uses that require larger sites and have a greater impact on the surrounding areas, including uses that feature outdoor storage and other on-site activities. The applicants plan to redevelop the property with a contractor’s yard, which is similar in size and scope to surrounding development, and staff has determined that the proposed rezoning is generally consistent with the comprehensive plan designation.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

❑ **Minimum lot size and area:**

- The I-2 Zone District requires a minimum of 10,000 square foot of lot area, with a minimum of 50-foot-wide street frontage.
 - Lot 7, Block 5, S. Prairie Park Sub #2 is a 17,8590 square foot lot with a width of 87-feet along Farabaugh Lane. The site exceeds the minimum requirements for the I-2 zone district.
- **Lot coverage:**
- The draft site plan shows the proposed building occupying less than 50% of the lot.
 - There is no building on the lot currently.
- **Zone District performance standards:**
- The I-2 Performance Standards in an effort to minimize development impacts on the surrounding neighborhood and are described in detail below:
- a. Sounds resulting from the industrial or business activity shall not exceed an intensity of sixty (60) decibels at the outer boundaries of the parcel.
 - b. No vibration resulting from the industrial or business activities shall be measurable at the outer boundaries of the parcel.
 - c. No obnoxious or noxious odors resulting from the industrial or business activities shall be discernible at the outer boundaries of the parcel
 - d. Smoke emission shall not exceed Number 2 on the Ringelmann Chart
 - e. No dust, dirt or fly ash shall exceed two-tenths (.2) grain per cubic foot of flue gas at a stack temperature of five hundred degrees (500°) Fahrenheit.
 - f. No noxious gases resulting from the industrial or business activity shall be discernible at the outer boundaries of the parcel
 - g. No glare or heat shall be discernible beyond the outer boundaries of the parcel.
 - h. Industrial wastes shall be so deposited, stored and transmitted from the parcel as to not be objectionable to adjacent properties or create a public nuisance
 - i. All outdoor storage areas shall be suitably fenced

According to the application and site plan, provided by the applicant, the proposed use will not generate excessive noise, fumes, or glare. The site is already cleared, graveled, graded and fenced with a tall chain link fence. Most storage and use will take place inside the building and reduce the chance for excessive neighborhood disruption.

PMC 17-4-49(f) describes the design standards for low visibility areas and the preliminary site plan, submitted by the applicant, shows that they will comply with the landscaping, parking, and other requirements of the low visibility area. An architectural elevation was not submitted but staff will work with the applicant to comply with the architectural requirements for the new building during commercial site plan review process. The applicant will have limited outdoor storage, limited to the rear of the lot mostly screened by the building, reducing visual impacts on the neighborhood.

RECOMMENDED ACTION:

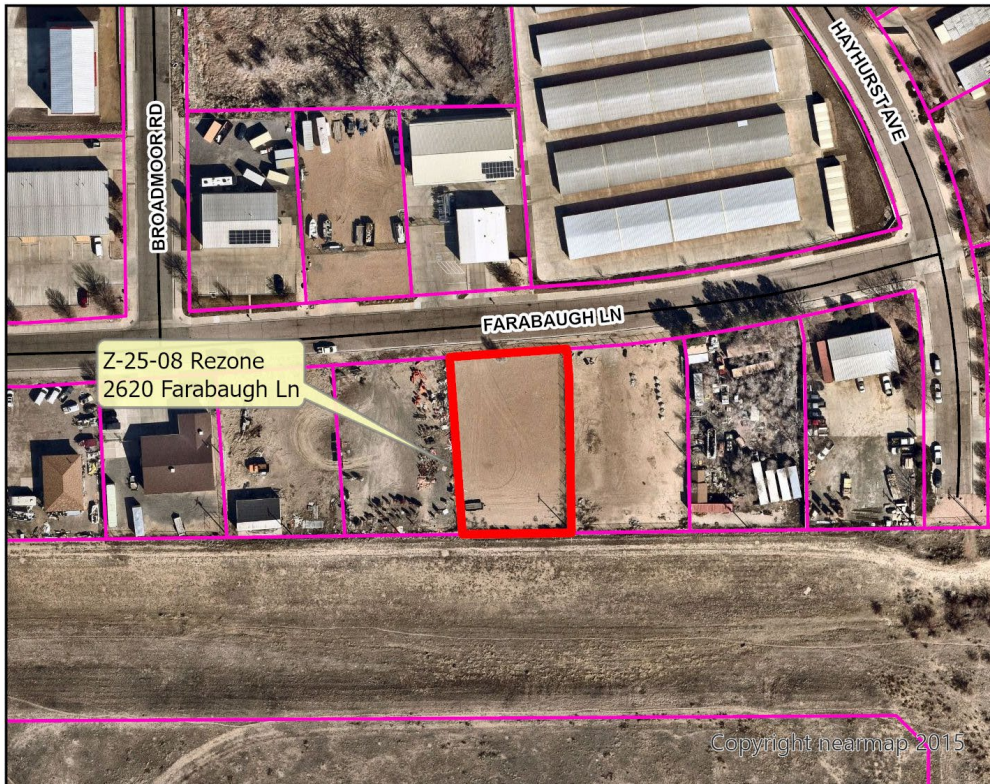
Should the Planning and Zoning Commission make the necessary findings, a recommendation to City Council for approval of the rezone request is appropriate with the following staff conditions:

1. Any outdoor storage prior to a commercial site plan and a new building shall be screened by an opaque fence along the primary Farabaugh Lane frontage and fenced with chain link or similar on other property boundaries.

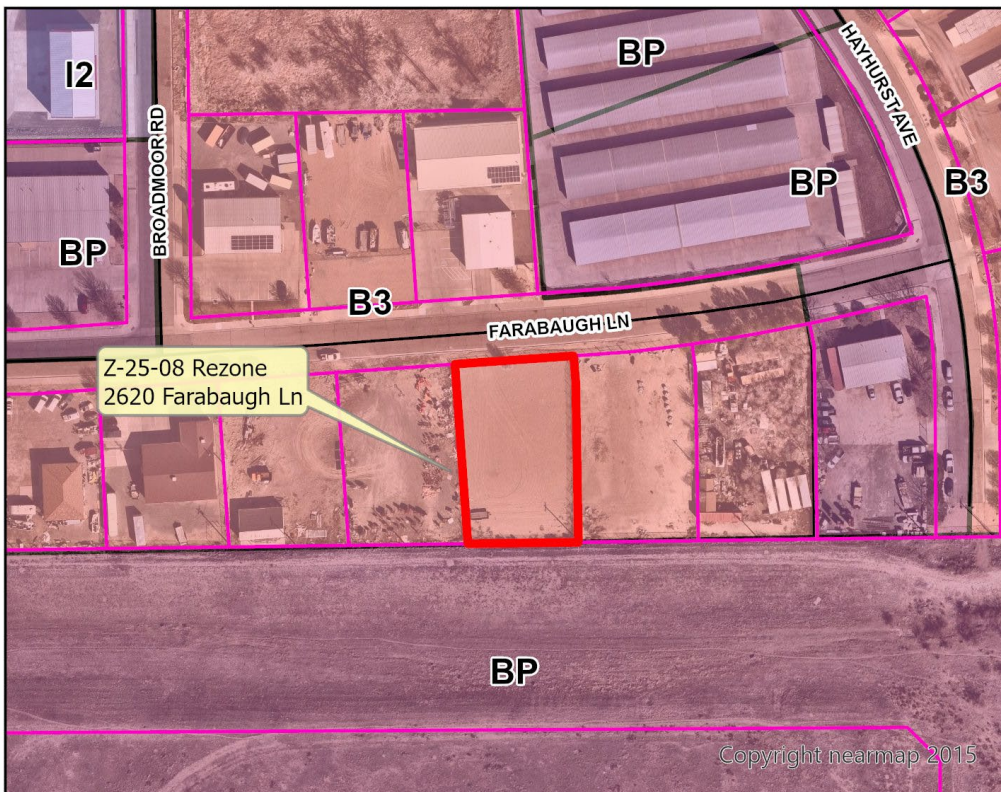
ATTACHMENTS:

- A. **Location Map**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Site Photographs**
- E. **Rezoning Exhibit**
- F. **Application**
- G. **Preliminary Commercial Site plan**

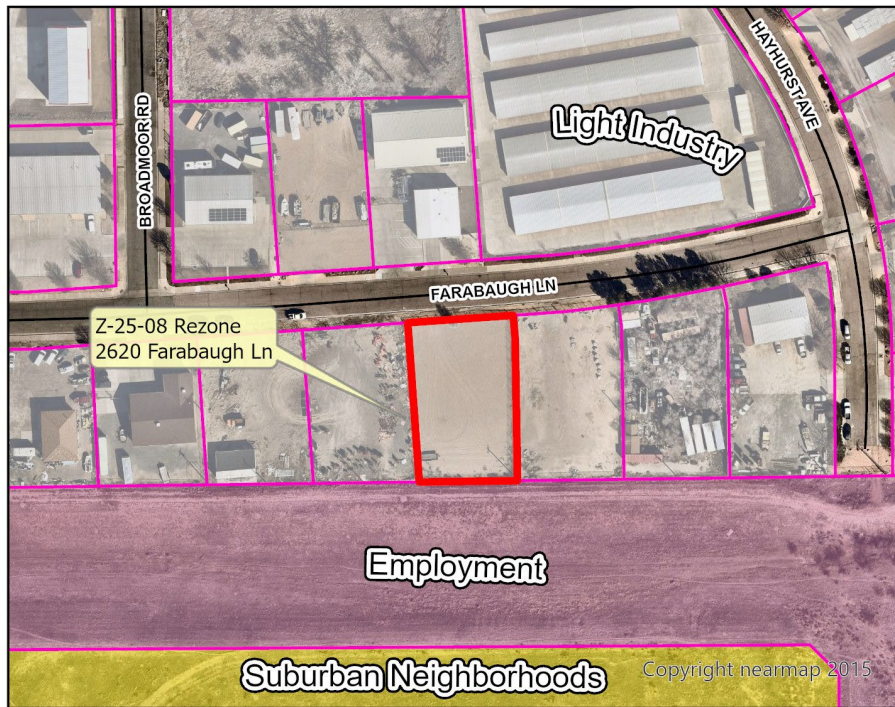
A. Location Map



B. Zoning Map



C. Comprehensive Plan Map



D. Site Photographs



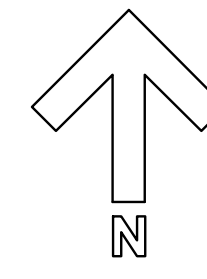
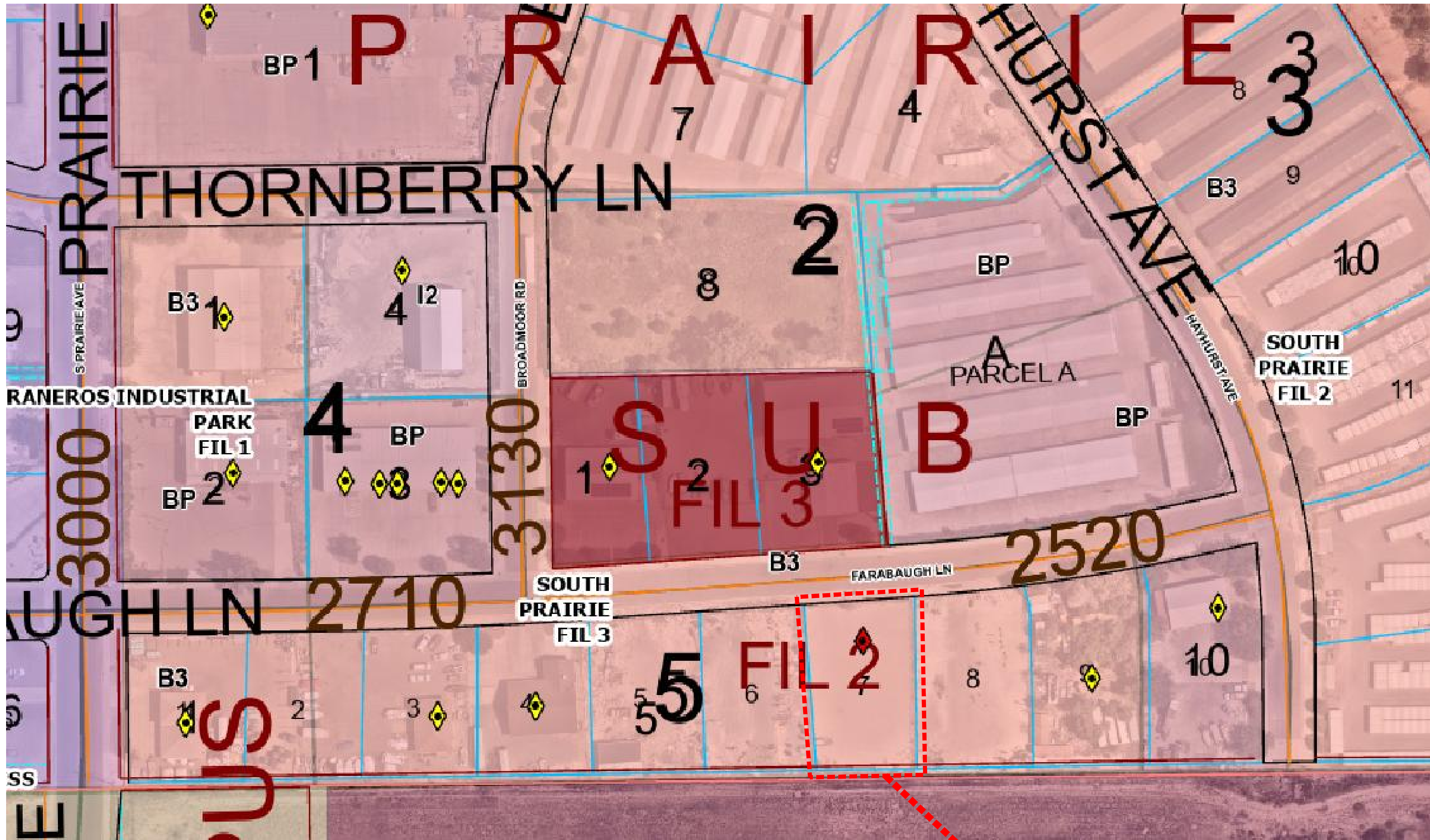
Proof of posting on chain link fence.



Existing condition across the street to the north showing self-storage buildings

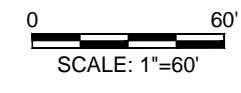


Overview of the site with chain link fencing and gravel lot.

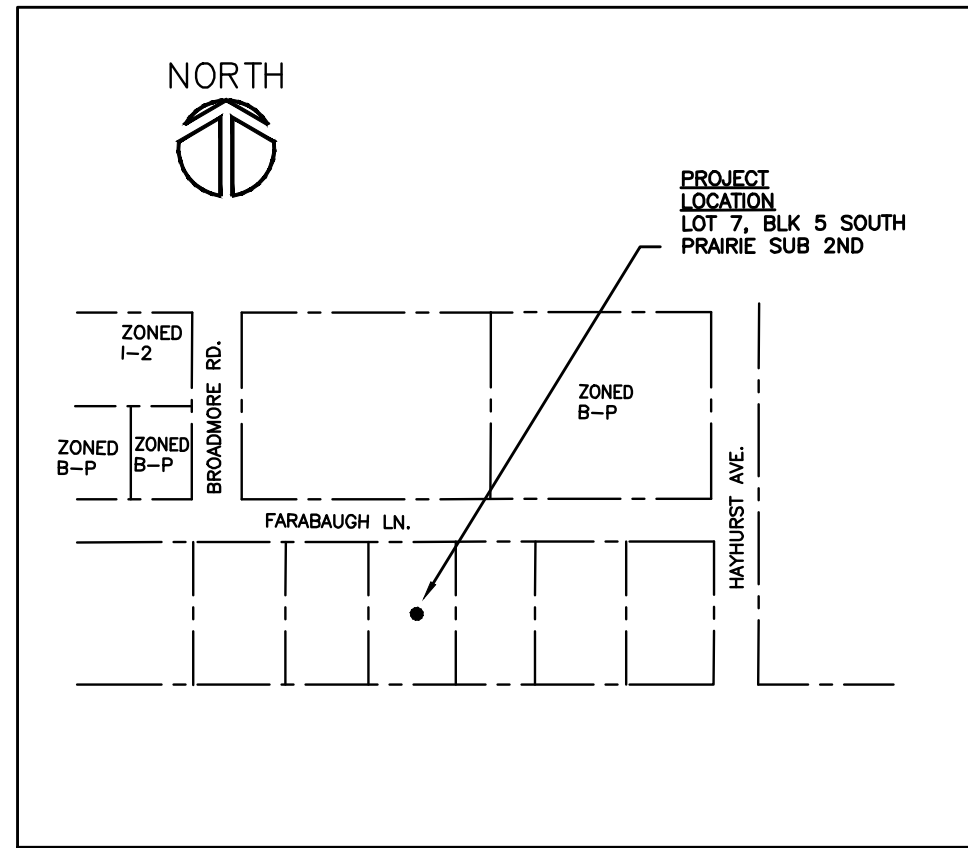


REZONING EXHIBIT MAP

1" = 60'-0"



LOT 7 TO BE REZONED FROM B-3 TO I-2 FOR CONSTRUCTION STORAGE BUILDING



LOCATION MAP

PROPOSED CHANGE OF EXISTING ZONING FROM B-3 TO I-2 FOR CONSTRUCTION STORAGE BUILDING PER MEETING ON 01-29-25

LEGAL DESCRIPTION

LOT 7, BLK 5 SOUTH PRAIRIE SUB 2ND
APN - 1514321007 (0.41 ACRES)

REVISIONS	DATE

ARCHITECTURAL DESIGN
INNOVATIVE CADD
NETWORK
 PUEBLO WEST, COLO. 81007
 PH. (719) 647-2095 FAX. (719) 547-0353
 WEB SITE: WWW.ICNDRAFTING.COM

LEYBA STORAGE BLDG. - APN# 1514321007
 LOT 7, BLK 5 "SOUTH PRAIRE" ON FARABAUGH LN.
 PUEBLO, COLORADO 81004
 REZONING EXHIBIT MAP

DRAWN BY: ICN	
CHECKED BY: WL	
DATE DRAWN: 04-08-25	
SCALE: AS SHOWN	
SHEET: MP1	OF:



Planning & Zoning Map Amendment Application (Rezoning)

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

Property Owner	
Name: william leyba	
Company:	
Address: 1514 lynn meadows	Zip: 81005
Phone: () 719 251 8746	Email: bandrhomerepair@msn.com
Applicant	
Name: william leyba	
Company:	
Address: 1514 lynn meadows	Zip: 81005
Phone: ()	Email: jtorguson@aol.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Joseph torguson	
Company: ICN	
Address:	Zip:
Phone: ()	Email: jtorguson@aol.com
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: (address or general description)	
Parcel# 1514321007	
Legal Description: (lot 7, blk 5 south prairie Park	
Subdivision: sub 2	Acreage: .5
Existing Zone District: B3	Proposed Zone District: I2

7-29-20

Purpose of this Application:

- To permit development of the property not allowed under the existing zone district.
- To provide proper zone district in conjunction with the subdivision plan for the area.
- In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- Other (specify): from B3 to I2

(Continued from previous page)

Statement of Facts:

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

we are wanting to build a building to be used as housing to store materials for construction purposes, we currently are renting a building next door and would like to build our own building,

Description of area surrounding proposed development:

mainly warehouses and storage units with a few businesses in between

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.

i don't see any negative effect this building will have on traffic nor environmental i feel strongly with us developing this lot it will improve the area and have one less vacant lot

- 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: 8/25

Estimated date for completion of project: 2/26

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

- CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (if applicable)

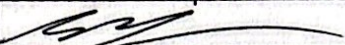
By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only	Zoning Compliance (Completed by City Staff)	
	Application received by:	Date:
	Application checked for completeness by:	Date:
	Case Manager:	Fee Paid:
	Hearing date:	<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:	William Leisa	
Signature:		Date: 2-10-25
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

7-29-20

April 27, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Joseph Torguson for the approval of the following application:

Z-25-08 Rezone: Rezoning of **0.41 acres** located at Lot 7, Block 5, South Prairie Park. from Highway and Arterial Business District (B-3) Zone District to Industrial (I-2) Zone District.

The Planning and Zoning Commission meeting will be held on **May 14, 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 Wade Broadhead, Sr. Planner
(719) 553-2259

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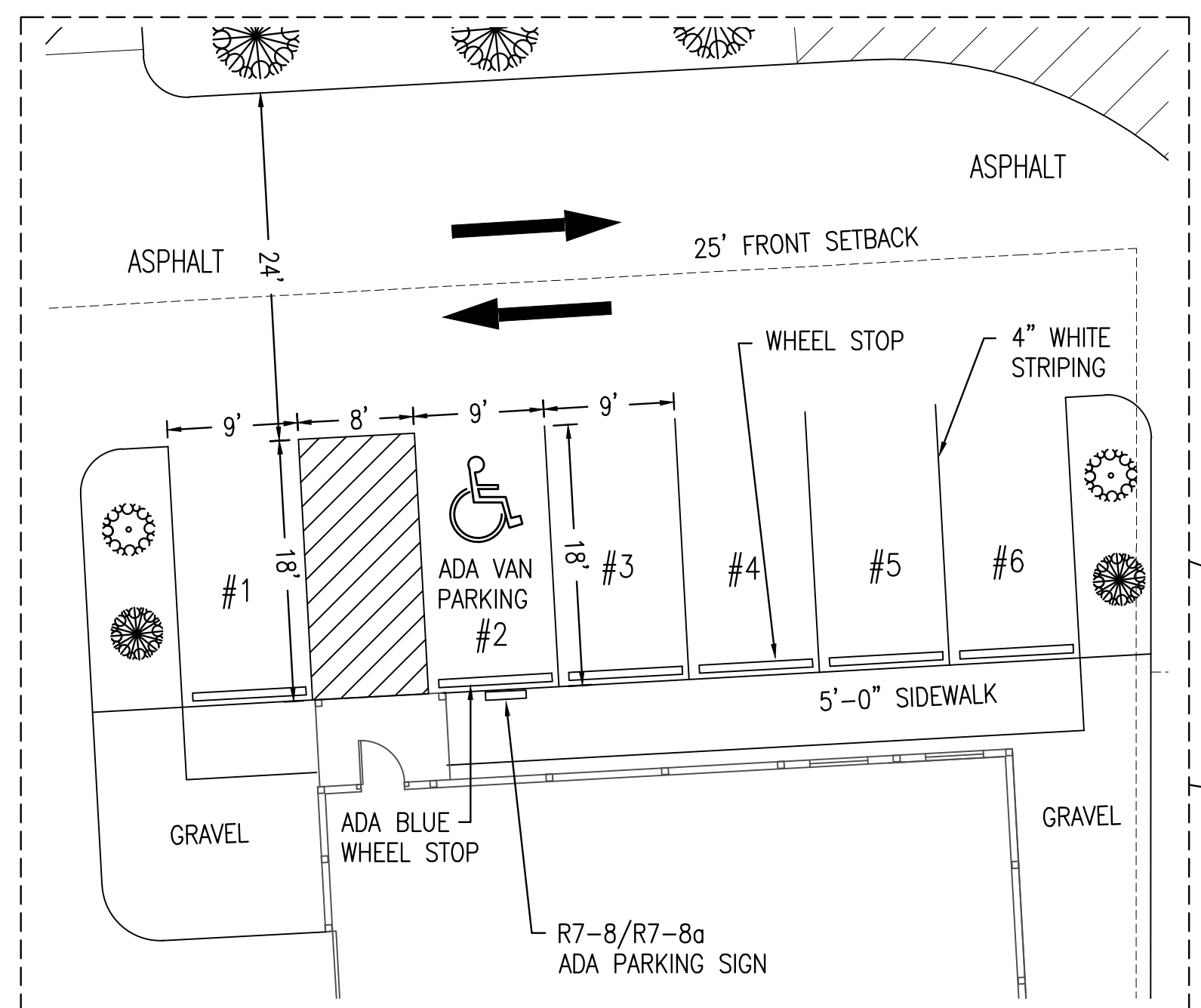
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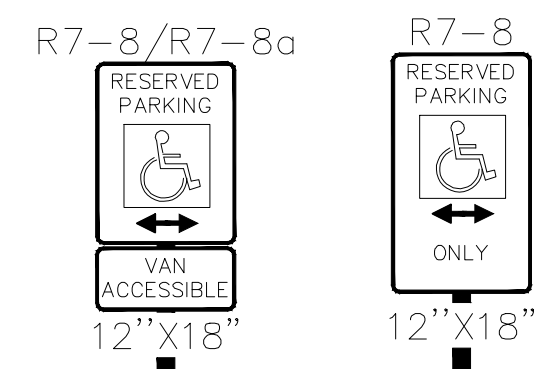
Scott Hobson, Acting Director
Planning & Community Development
By Wade Broadhead, Sr. Planner
(719) 553-2259

REVISIONS	DATE
PARKING CALC'S	04-08-25

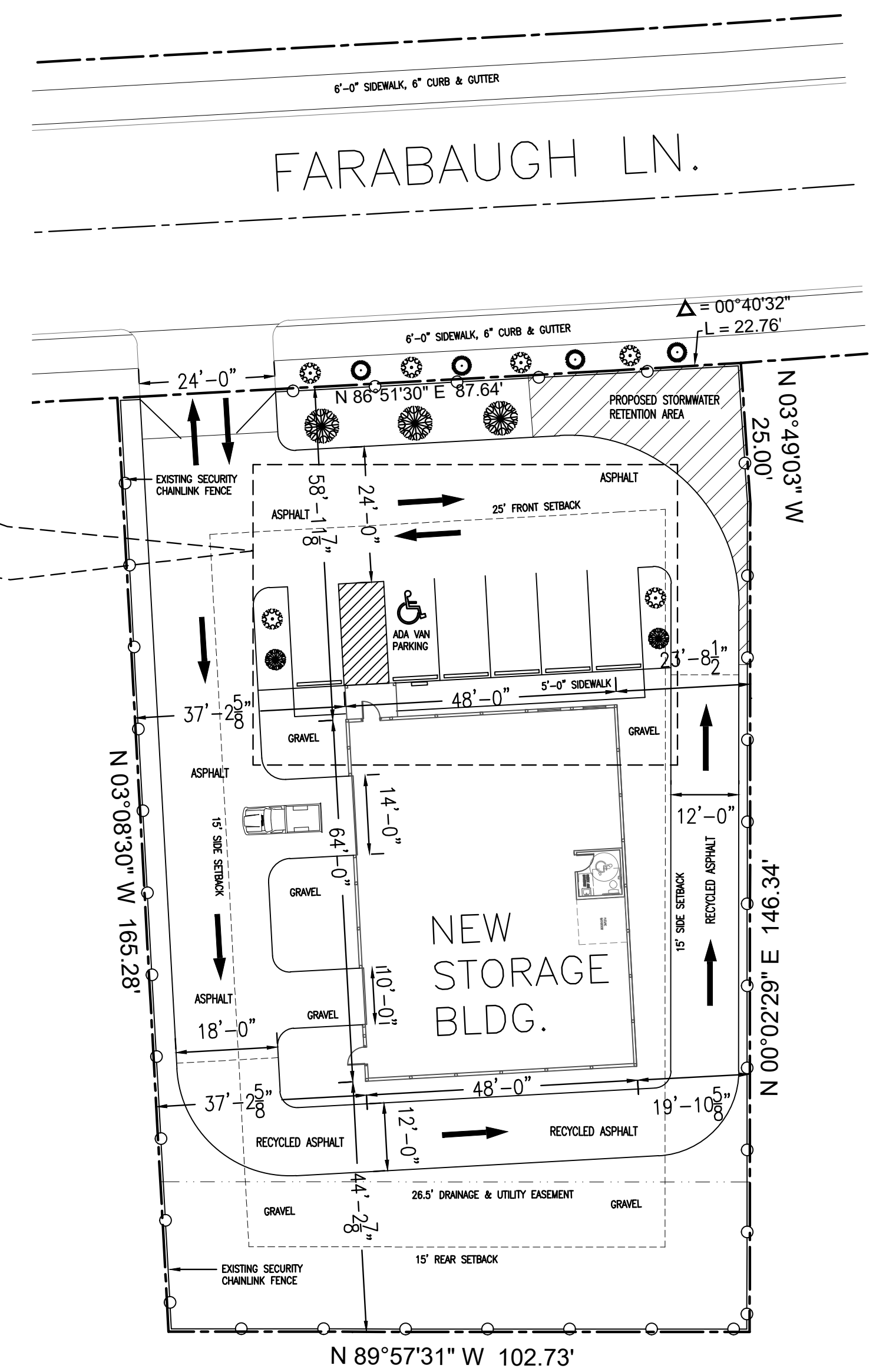
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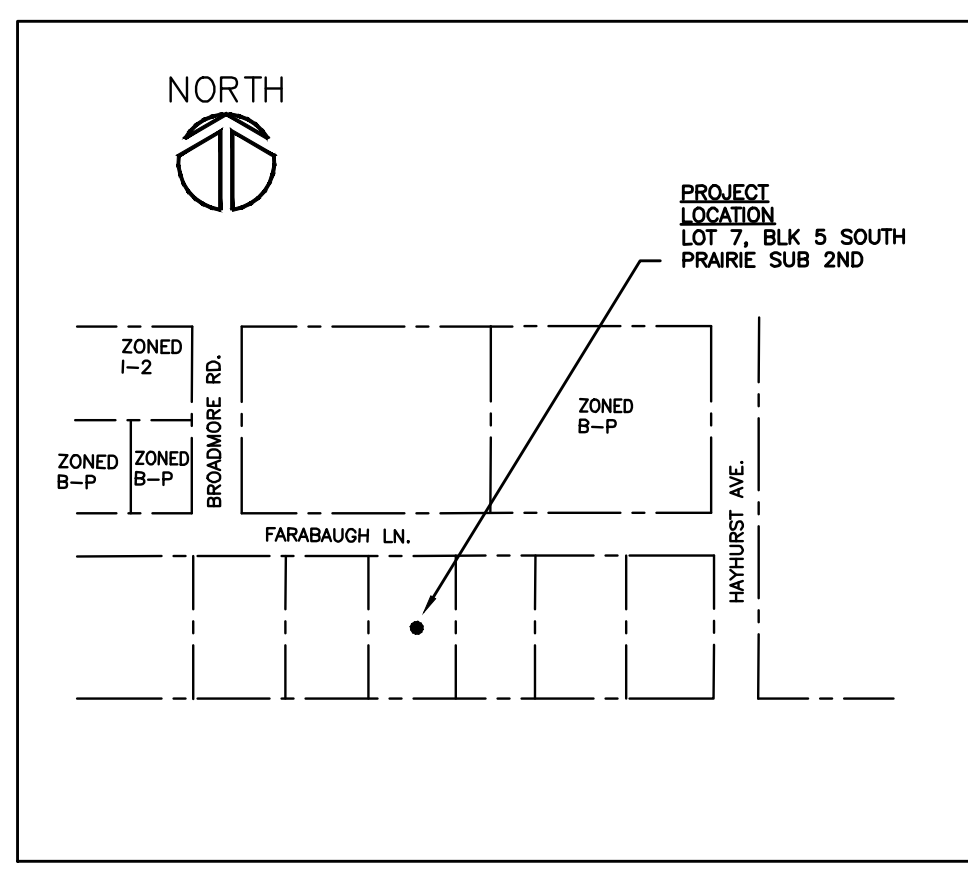
ENLARGED ADA PARKING PLAN
 1" = 10'-0"
 SCALE: 1"=10'



H.C. PARKING SIGN DETAIL
 N.T.S.



PRELIMINARY SITE PLAN
 1" = 20'-0"
 SCALE: 1"=20'



LOCATION MAP

PARKING CALCULATIONS

WAREHOUSE FACILITY (1 SPACE PER 800 SQFT.)
 3072 SQFT BLDG. DIVIDED BY 800 = 4 SPACES REQ'D.
 TOTAL SPACES PROVIDED = 6

PARKING SPACES	ADA VAN PARKING	1
	PARKING	5
	TOTAL	6 SPACES

PROPOSED CHANGE OF EXISTING ZONING FROM B-3 TO I-2 FOR CONSTRUCTION STORAGE BUILDING PER MEETING ON 01-29-25

LEGAL DESCRIPTION

LOT 7, BLK 5 SOUTH PRAIRIE SUB 2ND
 APN - 1514321007 (0.41 ACRES)

LEYBA STORAGE BLDG. - APN# 1514321007
 LOT 7, BLK 5 "SOUTH PRAIRE" ON FARABAUGH LN.
 PUEBLO, COLORADO 81004
 REVISED PRELIMINARY SITE PLAN

DRAWN BY:	ICN
CHECKED BY:	WL
DATE DRAWN:	04-08-25
SCALE:	AS SHOWN
SHEET:	OF:
31	

CASE NUMBER: Z-25-08

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 1514321007, 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.

4-28-25 Mailed by Cindy Capritta

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: *Karen Elgin*

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 1514321007, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

5-1-25 - Photo downloaded to case file by Planner

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: *Karen Elgin*

Owner	Street	City	State	Zip
MUNIZ JUAN I + DEJESUS MUNIZ MARIA	2700 FARABAUGH LN	PUEBLO	CO	81004-5804
BUSTILLOS DOUG J/BUSTILLOS TRACY L	1322 LONGWOOD AVE	PUEBLO	CO	81004-1045
TAYLOR ZANE LEE	1104 TOPAZ PL	PUEBLO	CO	81004-2465
MILLER DOUG/VALDEZ SHAWNA	522 LINDA VISTA AVE	PUEBLO	CO	81005-1711
MALDONADO FAMILY TRUST + RON, ELIZABETH MALDONADO	1611 KINGSROYAL BLVD	PUEBLO	CO	81005-2164
LEYBA WILLIAM R/LEYBA REBECCA R	1514 LYNN MEADOWS DR	PUEBLO	CO	81005-5596
MICHELI FAMILY TRUST + BRAD, JEANETTE MICHELI	4330 CARLILE AVE	PUEBLO	CO	81005-1003
4G FAMILY LIVING TRUST DATED JANUAR	445 YUCCA ST	PUEBLO	CO	81005-1034
D B R ENTERPRISES LLC	3130 BROADMOOR RD	PUEBLO	CO	81004-5842
BROADMOOR LLC	35 PASADENA DR	PUEBLO	CO	81005-2985
O NEAL SUSAN C/O NEAL JAMES E JR/O + 351 PARTNERSHIP LTD , C/O SANDY WATERS	25101 RIDGE WAY	GOLDEN	CO	80401-9633
PUEBLO SPT LLC	431 OGDEN LN	NEW BRAUN	TX	78130-2980



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 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 1305 EAST 4TH STREET AND 1302 EAST 5TH STREET FROM O-1, NEIGHBORHOOD OFFICE ZONE DISTRICT TO R-5, MULTIPLE-RESIDENTIAL AND OFFICE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 1.07-acres from O-1, Neighborhood Office District to R-5, Multiple Residential and Office Zone District to facilitate multi-family workforce housing.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In 2023, the City of Pueblo entered into an agreement with Pueblo Community Health Center to reimburse the Pueblo Community Health Center for the demolition of the structures that inhabited the subject site. In return, the Health Center deeded the property to the City. In March 2024, the City entered into Program Participation Agreement with the Colorado Housing and Finance Authority to fund a consultant to complete a workforce housing planning and technical analysis of the site. The consultant provided three options for the potential workforce housing development of the site that included 18 units, 36 units, and 48 units. The multi-family housing concepts include both two- and three-story building designs. Each of the concepts incorporated general designs for off-street parking and stormwater detention. Based on these concepts, the Planning and Housing Divisions determined that the R-5, Multiple Residential and Office District was the most appropriate zone district to move forward when one of the concepts is selected.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 14, 2025, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-25-09 Attachments

ORDINANCE NO. 10981

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 1305 EAST 4TH STREET AND 1302 EAST 5TH STREET FROM O-1, NEIGHBORHOOD OFFICE ZONE DISTRICT TO R-5, MULTIPLE-RESIDENTIAL AND OFFICE ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from O-1, Neighborhood Office Zone District to R-5, Multiple-Residential and Office Zone District:

Lots 49-54 INC BLK 151 Fletcher Hill Subdivision, containing .41 acres
Lots 1-10, INC BLK 151 Fletcher Hill Subdivision containing .66 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.

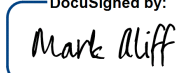
SECTION 3.

This Ordinance shall become effective 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 June 9, 2025.

Final adoption of Ordinance by City Council on June 23, 2025.

DocuSigned by:

B7A4E51823AB462...
President of City Council

Action by the Mayor:

Approved on 6/26/2025 | 11:12 AM MDT.

Disapproved on _____ based on the following objections:

Signed by:


Mayor

Action by City Council After Disapproval by the Mayor:

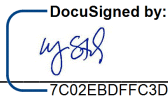
Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST

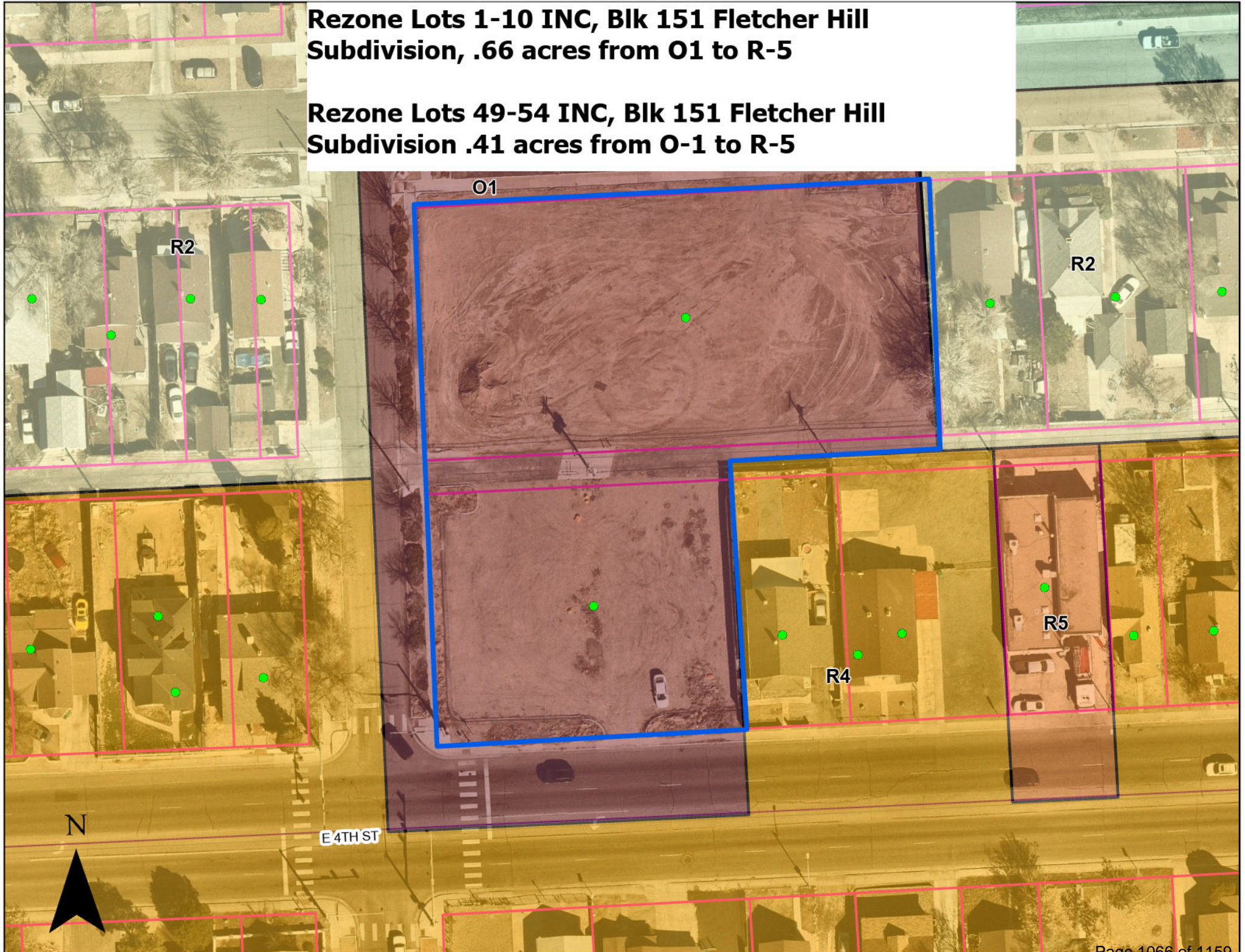
DocuSigned by:


City Clerk

7C02EBDFFC3D43C...

Rezone Lots 1-10 INC, Blk 151 Fletcher Hill Subdivision, .66 acres from O1 to R-5

Rezone Lots 49-54 INC, Blk 151 Fletcher Hill Subdivision .41 acres from O-1 to R-5



Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, May 14th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present: Paul Willumstad, Board Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner, Paul Haley, Fire Inspector, and Helen Dupree, Transportation Analyst.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move GU-25-02 to #6 on the Public Hearing agenda, move CP-25-01 to #7 on the Public Hearing agenda, move Z-25-06 to #8 on the Public Hearing agenda, withdraw SUP-24-01 from the Public Hearing agenda, and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

- 3. Z-25-09 Rezone 5th & Lacrosse,** rezone two parcels located at E 5th St and N Lacrosse Ave from Neighborhood Office (O-1) to Multiple-Residential and Office (R-5) Zone District. Staff report by Beritt Odom, Principal Planner

Hearing: No one spoke in opposition.

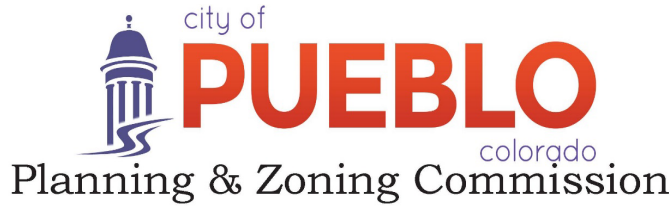
Commission Action: Bailey moved to recommend the rezone application be forwarded to City Council for approval, seconded by Spinuzzi.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandar Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-09

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: May 14, 2025

SUBJECT: Rezone from O-1, Neighborhood Office District to R-5, Multiple-Residential and Office District.

APPLICANT: City of Pueblo

PROPERTY OWNER: City of Pueblo

LOCATION: 1302 E. 5th St. and 1305 E. 4th Street

CONCURRENT CASES: None

REQUEST:

The applicant is requesting to rezone 1.07 acres, from O-1, Neighborhood Office District to R-5, Multiple Residential and Office District to facilitate multifamily workforce housing.

BACKGROUND AND ANALYSIS:

In 2023, the City of Pueblo entered into an agreement with Pueblo Community Health Center to reimburse the Pueblo Community Health Center for the demolition of the structures that inhabited the subject site. In return, the Health Center deeded the property to the City. In March 2024, the City entered into Program Participation Agreement with the Colorado Housing and Finance Authority to fund a consultant to complete a workforce housing planning and technical analysis of the site. The consultant provided three options for the potential workforce housing development of the site that included 18 units, 36 units, and 48 units. The multi-family housing concepts include both two- and three-story building designs. Each of the concepts incorporated general designs for off-street parking and stormwater detention. Based on these concepts, the Planning and Housing Divisions determined that the R-5, Multiple Residential and Office District was the most appropriate zone district to move forward when one of the concepts is selected.

LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY

Site Character: The site is currently undeveloped.

Neighborhood Compatibility: North S-1, Government Use District, Risley International Academy of Innovation (middle school).

- East R-2, Single-Family Residential District, developed with single family homes.
R-4, Mixed Residential District, developed with single-family homes.
- South R-4, Mixed Residential District, developed with single family homes.
E. 4th Street, four-lane principal arterial roadway
- West R-2, Single-Family Residential District, developed with single family homes.
R-4, Mixed Residential District, developed with single-family homes.

COMPREHENSIVE PLAN:

The site is designated as Neighborhood Mixed-Use by the Pueblo Regional Comprehensive Plan, 2022.

According to the Comprehensive Plan, Neighborhood Mixed-Use future land use areas are characterized by small-scale retail and commercial activity and neighborhood-supportive services that provide residents with access to everyday needs within walking or bicycling distance from home. Supporting land uses include multi-family dwellings, community facilities, and other neighborhood-serving uses. Optimal residential densities are less than 16 dwelling units per acre; however, densities may be higher based on community and neighborhood context.

The proposed multifamily residential use is appropriate within the Neighborhood Mixed-Use land use designation.

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE	
The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application	
<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	Not applicable
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:	
<input type="checkbox"/> Comments	
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.	
<input type="checkbox"/> Comments	

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

Comments **No site plan was provided**

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

Comments

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

Comments

RECOMMENDED ACTION:

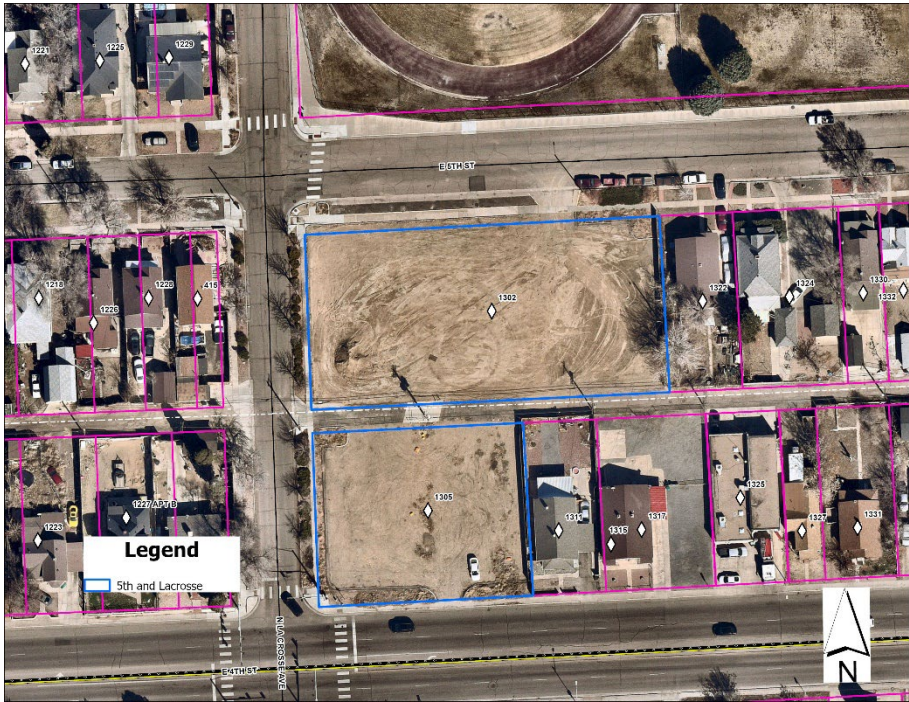
If the Planning and Zoning Commission makes the necessary findings, a recommendation to City Council for approval of the rezone request is appropriate.

REFERRAL AGENCIES AND COMMENTS:

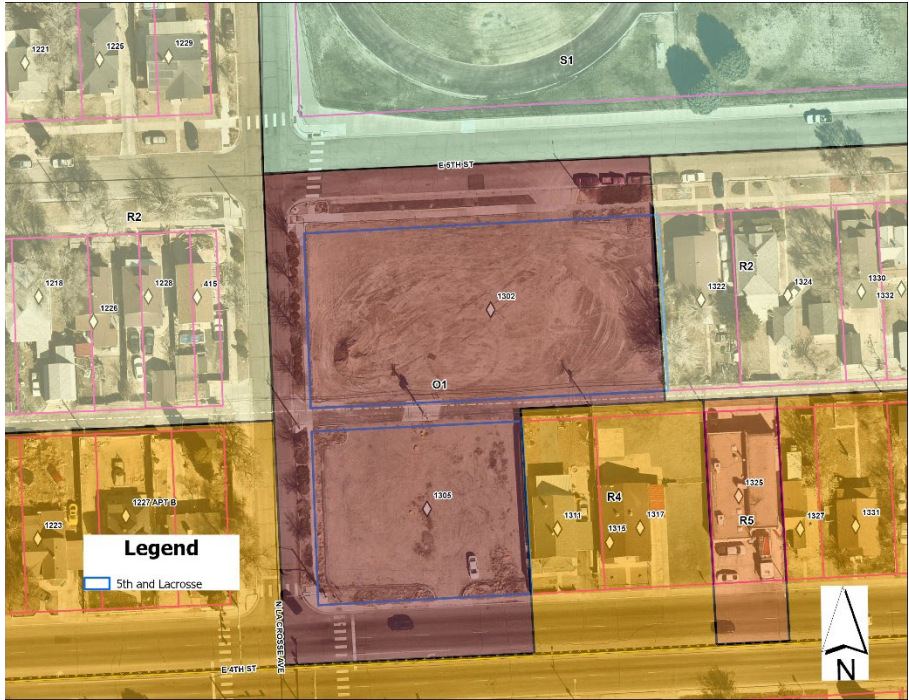
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No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

ATTACHMENTS:

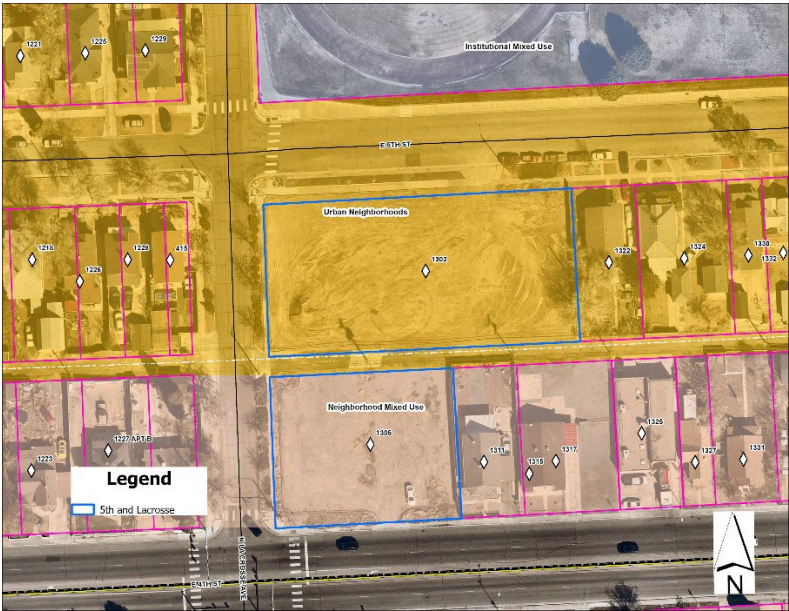
- A. **Aerial Photograph**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Site Photographs**
- E. **Zoning Exhibit**
- F. **Application**
- G. **Tentative Site Plans**



A. Aerial Photograph of the Rezoning Site



B. Zoning Map of the Rezoning Site



C. Comprehensive Plan of the Rezoning Site



D. Public Notice



D. Rezoning site looking southeast from N. LaCrosse Ave.



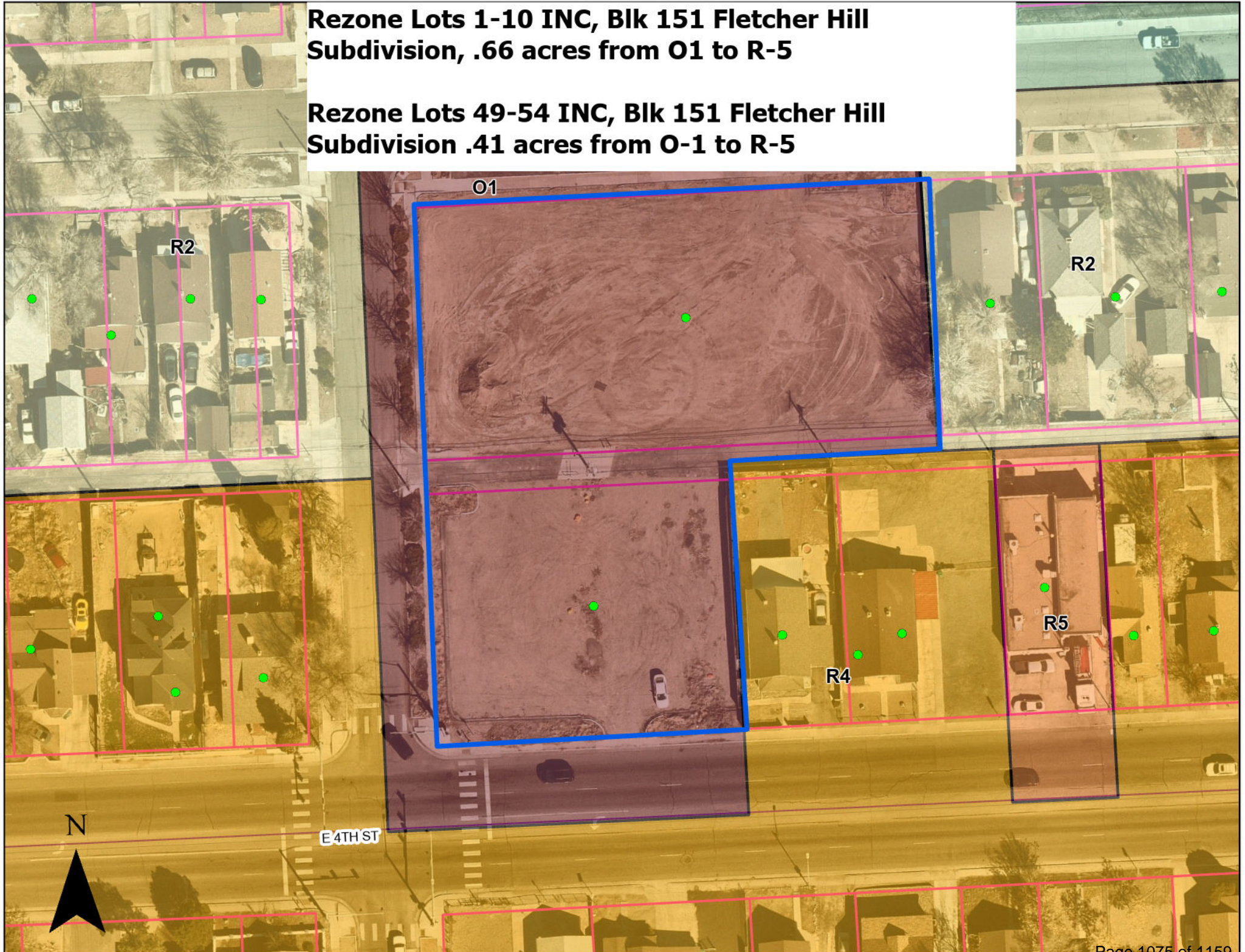
D. Rezoning site looking northeast from N. LaCrosse Ave.



D. Rezoning site looking north from N. LaCrosse Ave.

Rezone Lots 1-10 INC, Blk 151 Fletcher Hill Subdivision, .66 acres from O1 to R-5

Rezone Lots 49-54 INC, Blk 151 Fletcher Hill Subdivision .41 acres from O-1 to R-5




Planning & Zoning Application

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

Contact Info	Property Owner		Applicant	
	Name: <u>City of Pueblo</u>		Name: <u>Scott Hobson</u>	
	Company:		Company: <u>City of Pueblo</u>	
	Address: <u>#1 City Hall Place</u>	Zip: <u>81003</u>	Address: <u>211 E. D. St</u>	Zip: <u>81003</u>
	Phone: <u>(719) 553-2655</u>		Phone: <u>(719) 553-2259</u>	
	Email:		Email: <u>shobson@pueblo.us</u>	
	Engineer		Surveyor	
	Name:		Name:	
	Company:		Company:	
	Address:	Zip:	Address:	Zip:
Phone: ()		Phone: ()		
Email:		Email:		
<i>The applicant will be the primary contact unless otherwise noted.</i>				
Property Info	Project Location: (address or general description) <u>Rezone City-owned Property @ 5th LaCrosse</u>			
	Parcel No(s): <u>432286010, 432286020</u>			
	Existing Zone: <u>O-1</u>		Proposed Zone (if applicable): <u>R-5</u>	
	PUD Name (if applicable):			
Project Scope	Project Name: <u>Rezone Property @ 5th + LaCrosse (old Pctc property) ^{0.521 acres}</u>			
	<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 <input type="radio"/> HARP <input type="radio"/> Development Plan <input type="radio"/> PUD <input type="radio"/> 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 type="checkbox"/> Vacation: <input type="radio"/> Street <input type="radio"/> Alley <input type="radio"/> Easement <input type="radio"/> Other: _____			
	<input type="checkbox"/> Other: _____			

(Continue Next Page)

Project Information	Provide a brief description of the proposed request: <i>Rezone City-Owned Property at 5th + LaCrosse (old PCHC property)</i>		
	<i>Lots 49 to 54 inc Blk 151 Fletcher Hill Sub containing 0.195 acres -432206010</i>		
	<i>Lots 1 to 10 inc Blk 151 Fletcher Hill Sub containing 0.326 acres 432206020</i>		
	What is the total acreage included in the project? <i>0.521 acres</i>		
	What is the proposed use of the property? <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Multi-family <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Other		
	Are there any other pending or recently approved Land Use applications regarding this property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, please list:			
Attachments	Attachment Checklist		
	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:		
	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:	<i>Scott Hobson Acting Director of Planning & Community Develop.</i>		
Signature:		Date: <i>3-5-2025</i>	
<i>for Scott Hobson</i>			
Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:

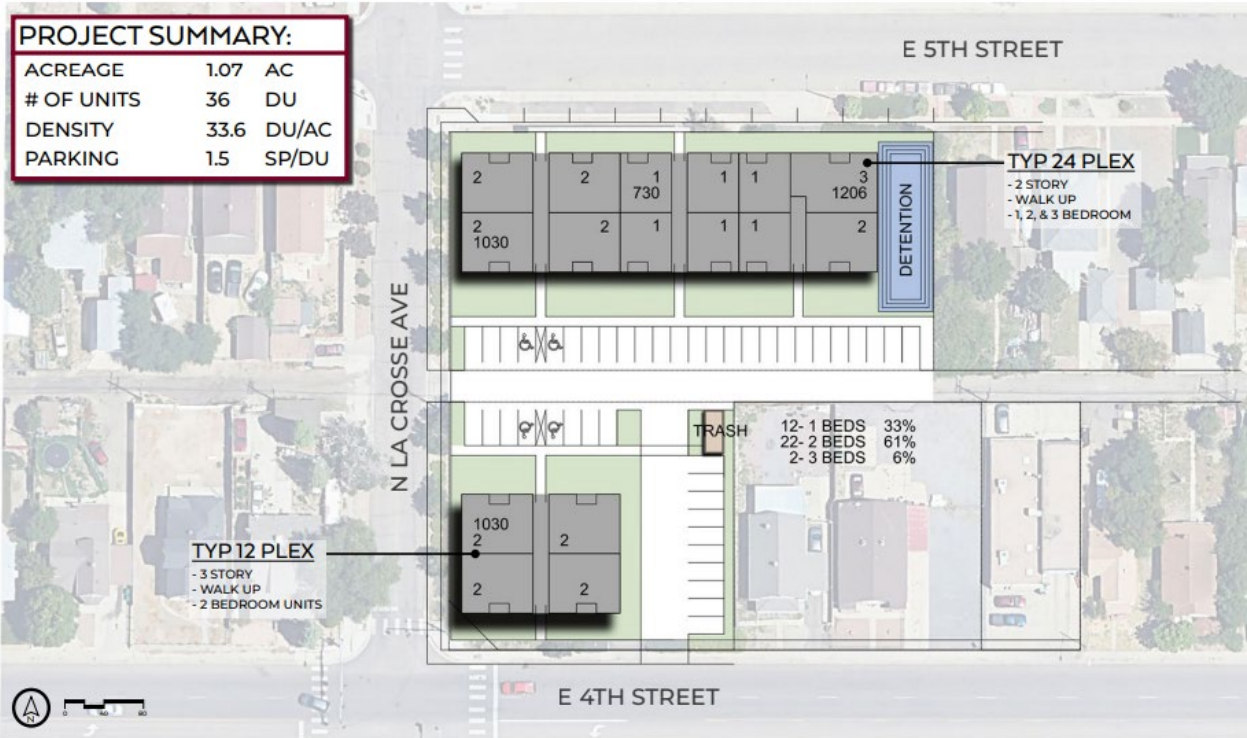
Site A+B: 3 Options

1. 18 Units - 12 townhomes on Site A (2 story) + 6 apartments on Site B (2 Story)



KEPHART/The Espinosa Group: Site A+B: Option #1

2. 36 Units – 24 apartments on Site A (2 story) +12 apartments on Site B (3 Story)



KEPHART/The Espinosa Group: Site A+B: Option #2

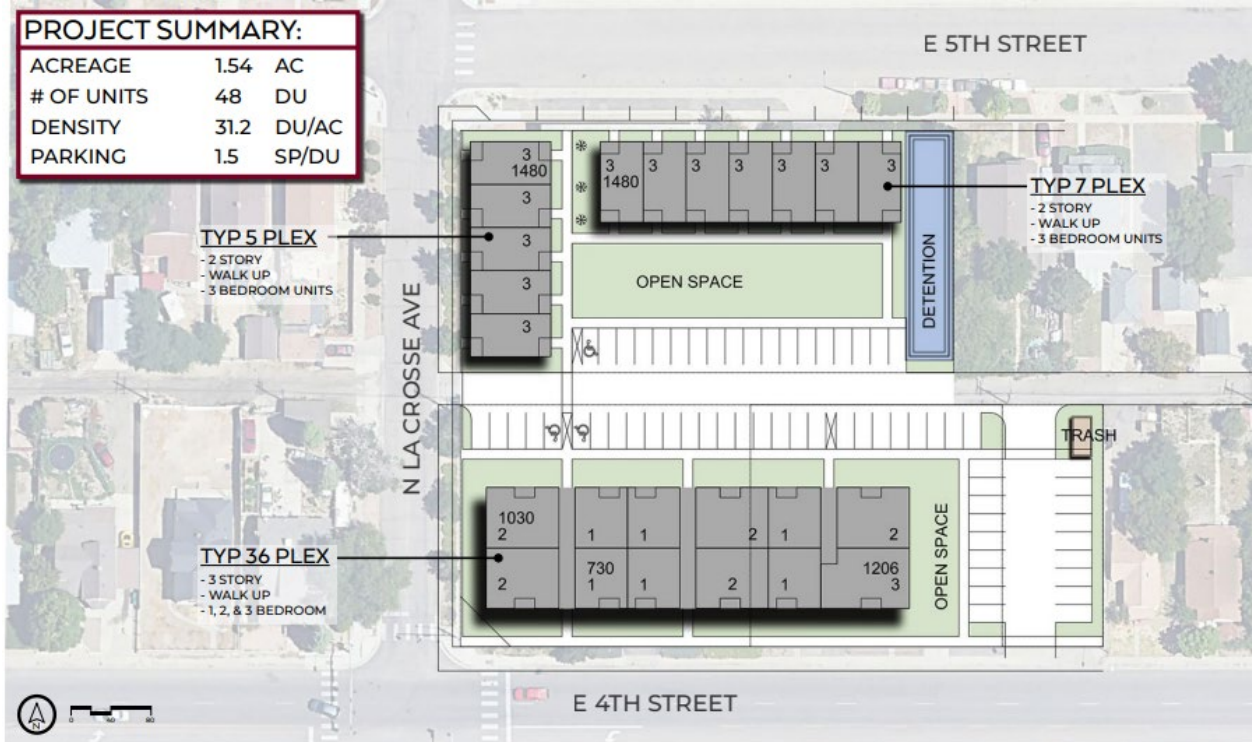
3. 48 Units – 36 apartments on Site A (3 story) +12 apartments on Site B (3 Story)



KEPHART/The Espinosa Group: Site A+B: Option #3

Site A+B+C: 2 Options

1. 48 Units - 12 townhomes on Site A (2 story) + 36 apartments on Site B&C (3 story)



KEPHART/The Espinosa Group: Site A+B+C: Option #1

Housing Units:

The Sponsor requested the TA team fully explore these design options for the Project:

- **Site A+B. Option #1 & Site A+B: Option #2**

The Sponsor also elected to explore a maximization of density. This would most likely include future LIHTC financing with **Site A+B Option #3** & also **Site A+B+C Option #1 & #2** (in the event the Sponsor can potentially acquire the Parcel C.)

This report will explore **Site A+B. Options #1 & #2 (non LIHTC options)**

Site A+B (Option #1)				
Unit Type	Units	Size	Proposed Rent	Income Level
3bed/2 bath	<u>18</u>	<u>1,250 sf</u>	<u>\$ 1,470/month</u>	<u>60% AMI</u>
TOTAL	18	22,500 sf	\$317,520/year	60% AMI (avg.)
Site A+B (Option #2)				
Unit Type	Units	Size	Proposed Rent	Income Level
1 bed/1 bath	2	600 sf	\$707/month	40% AMI
	2	600 sf	\$883/month	50% AMI
	<u>8</u>	<u>600 sf</u>	<u>\$1,060/month</u>	<u>60% AMI</u>
Sub-Total	12	7,200 sf	\$139,920/year	55% AMI
2bed/1 bath	6	800 sf	\$ 848/month	40% AMI
	6	800 sf	\$1,060/month	50% AMI
	<u>10</u>	<u>800 sf</u>	<u>\$1,272/month</u>	<u>60% AMI</u>
Sub-Total	22	17,600 sf	\$290,016/year	52% AMI
3bed/2 bath	1	1,100 sf	\$1,225/month	50% AMI
	<u>1</u>	<u>1,100 sf</u>	<u>\$1,470/month</u>	<u>60% AMI</u>
Sub-Total	2	2,200 sf	\$32,340/year	55% AMI
TOTAL	36	27,000 sf	\$462,276/year	53% AMI (avg.)

Sustainability Features:

The housing units will incorporate a variety of sustainability features to minimize environmental impact and reduce utility costs for residents. These features include:

- **Energy-Efficient Design:**

The buildings may be constructed with high-performance insulation, energy-efficient windows, and low-energy lighting. These measures will help to reduce energy consumption and lower residents' utility bills.

- **Renewable Energy:**

The Project may explore the inclusion of renewable energy sources, such as solar panels, to further reduce the environmental footprint of the development.

- **Water Conservation:**

Low-flow fixtures and water-efficient landscaping may be utilized to conserve water and reduce overall consumption.

- **Green Building Materials:**

Wherever possible, the Project may use sustainable building materials that have a lower environmental impact, including recycled content, locally sourced materials, and non-toxic finishes.

Community Integration:

The Project may be designed to foster a sense of community among residents while maintaining compatibility with the existing neighborhood.

Key elements include:

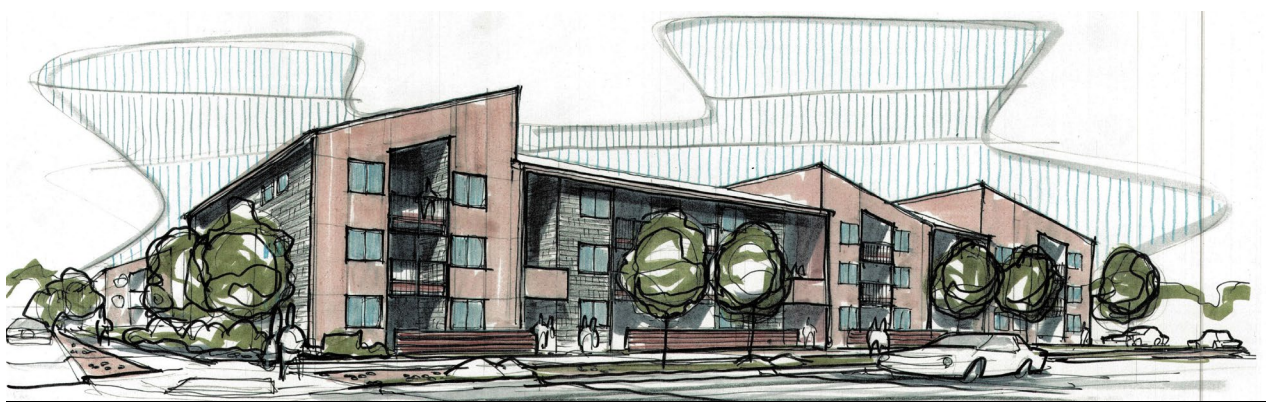
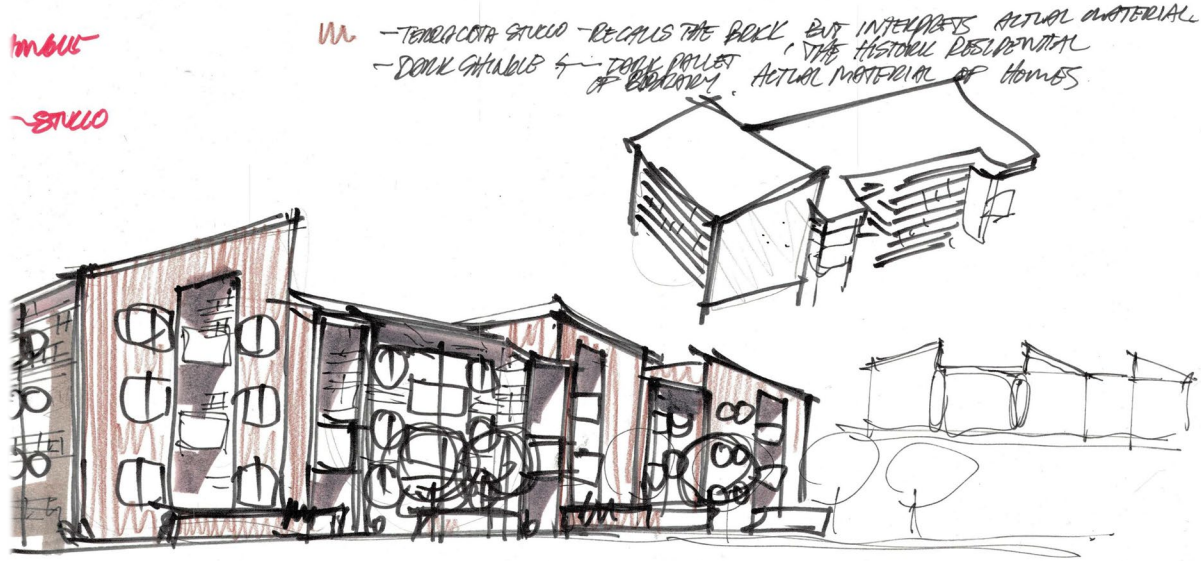
- **Shared Amenities:** The Project may include common spaces such outdoor seating areas. These amenities are intended to encourage social interaction and create a vibrant community atmosphere which aligns with the location of the Project along a main street.
- **Pedestrian-Friendly Design:** The site layout will prioritize pedestrian access, with well-lit pathways and safe crossings that connect residents to local schools, parks, and businesses.
- **Landscaping:** The landscaping plan will incorporate native plants and green spaces that enhance the aesthetic appeal of the development and provide recreational opportunities for residents.

Accessibility:

The Project must ensure that all housing units are accessible to individuals with disabilities, in compliance with the Americans with Disabilities Act (ADA). Features such as ramped entrances, wide doorways, and accessible bathrooms will be included to accommodate residents with mobility challenges.

3 Story Apartment & 2 Story Townhome Building Design Sketches

The sketches below are the working sketches of the 3 Story Apartment and 2 Story Townhome buildings. The sketches evolve from less to more detail, respecting the design considerations of the neighborhood.



3 Story Walkup Apartment Building Rendering: KEPHART



2 Story Townhome Rendering: KEPHART

April 28th, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from **Scott Hobson, Acting Director** for the approval of the following application:

Z-25-09: Rezone two parcels located at E 5th St and N Lacrosse Ave from Neighborhood Office (O-1) to Multiple-Residential and Office (R-5) Zone District.

The Planning and Zoning Commission meeting will be held on **May 14th at 3:30 pm**, in City Council Chambers, 1 City Hall Place, Pueblo, CO. The public meeting will be recorded and can be watched via Zoom, but no testimony will be heard virtually. 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: Z-25-09

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 5th and Lacrosse 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.

4-29-25

(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 6th & Lacrosse, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

4-29-25

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
VILLAFON SABRINA ROBIN	1102 E 12TH ST	PUEBLO	CO	81001-3021
SILVA ANTHONY LEE	11046 JOSEPHINE ST	NORTHGLE	CO	80233-4666
WAGER FRED LEE/WAGER BEVERLY JAN	1204 E 6TH ST	PUEBLO	CO	81001-3708
BONVILLAIN DEBORAH M	1213 MAIN ST	COLORADC	CO	80911-1672
PETERSON SEQUOIA	1214 E 6TH ST	PUEBLO	CO	81001-3708
HEREDIA EFREN/HEREDIA JESSICA	1216 E 6TH ST	PUEBLO	CO	81001-3708
HADDOCK DORIS L + HADDOCK FREDIE	1218 E 5TH ST	PUEBLO	CO	81001-3732
PLASCENCIA DIANA	1219 E 3RD ST	PUEBLO	CO	81001-3920
MEDINA JORGE A	1220 E 6TH ST	PUEBLO	CO	81001-3708
MATHIAS MCSCHOOLER IDA J	1221 E 5TH ST	PUEBLO	CO	81001-3731
VIGIL ALYSSA LYNN	1223 E 4TH ST	PUEBLO	CO	81001-3936
BEERY EDWARD B	1226 E 5TH ST	PUEBLO	CO	81001-3732
MENDOZA DE LA O JESUS JOSE	1227 E 4TH ST	PUEBLO	CO	81001-3936
GARIBAY IRMA LARA DE/CAMPOS TRINI	1228 E 5TH ST	PUEBLO	CO	81001-3732
DENNEROS PROPERTIES LLC	1228 E 6TH ST	PUEBLO	CO	81001-3708
HERNANDEZ ZENAIDO	1229 E 4TH ST	PUEBLO	CO	81001-3936
HADDAN ANDREW L/AVALOS BRITTANY	1229 E 5TH ST	PUEBLO	CO	81001-3731
SMITH DAVID M	1231 E 3RD ST	PUEBLO	CO	81001-3920
MARTINEZ JOE F/FUENTES CHARLOTTE	1305 E 3RD ST	PUEBLO	CO	81001-3901
HIAM EE BEAN	1308 E 4TH ST	PUEBLO	CO	81001-3906
HENSLEY LEROY EDWIN/HUREN WILLIAI	1309 E 3RD ST	PUEBLO	CO	81001-3901
HERNANDEZ COMPARAN JOSE	1311 E 4TH ST	PUEBLO	CO	81001-3905
GRIFFITH BOBBIE KAY	1313 E 3RD ST	PUEBLO	CO	81001-3901
WILLETT MARY	1315 E 3RD ST	PUEBLO	CO	81001-3901
PENA ALICE M/PENA JERRY JR/PENA MC	1316 E 4TH ST	PUEBLO	CO	81001-3906
TRUJILLO NORMA JEAN/TRUJILLO ROBE	1322 E 5TH ST	PUEBLO	CO	81001-3702
MARQUEZ SILVERIO/MARQUEZ MARTH.	1324 E 5TH ST	PUEBLO	CO	81001-3702
PIERRE I WALANI	1327 E 3RD ST	PUEBLO	CO	81001-3901
FIELDS WILLIE MAE	1328 E 4TH ST	PUEBLO	CO	81001-3906
FERRI DARLENE A + JUNE CASTRO	1329 E 3RD ST	PUEBLO	CO	81001-3901
TORRES CHARLENE THERESE/MARTINEZ	1330 E 4TH ST	PUEBLO	CO	81001-3906
BUENO MICHELLE COLEEN / CISNEROS C	1330 E 5TH ST	PUEBLO	CO	81001-3702
BACA TOMASITA	1331 E 4TH ST	PUEBLO	CO	81001-3905
SHELDON MELANIE MICHELLE	1332 E 5TH ST	PUEBLO	CO	81001-3702
DURAN BERNARD L	1333 E 4TH ST	PUEBLO	CO	81001-3905
LEYBA ROBERT J/CASRTO LOUISE	1334 E 5TH ST	PUEBLO	CO	81001-3702
PELKEY DANIEL	1337 E 4TH ST	PUEBLO	CO	81001-3905
BELMONTES GEORGIANA/ BELMONTES	1340 E 5TH ST	PUEBLO	CO	81001-3702
HILDEBRAND ERIC/ETHERIDGE SHERRIE	1485 S SHOSHONE ST	DENVER	CO	80223-3304
BOTTINI APARTMENTS LLC	151 29 1/2 LN	PUEBLO	CO	81006-9634
SMALL ERROL GIANCARLO	15450 IOLA ST	BRIGHTON	CO	80602-7450
VANDRESSER DAVID L/ARELLANO BRAN	1612 E 3RD ST	PUEBLO	CO	81001-4104
STONE WATER REAL ESTATE LLC	16859 TRAIL VIEW	PARKER	CO	80134
AGUIRRES BRIAN/AGUIRRES GINGER	1835 BONFORTE BLVD	PUEBLO	CO	81001-1704
RUGBY 2 LLC	196 RIVERVIEW DR	DURANGO	CO	81301-4373
ANA REAL ESTATE HOLDINGS LLC	211 W 2ND ST APT 306	PUEBLO	CO	81003-3292

RABELO SERGIO / PINTO REBECA	2325 SPRUCE ST	PUEBLO	CO	81004-3947
SCHOOL DIST NO 60	315 W 11TH ST	PUEBLO	CO	81003-2804
PUEBLO MORTGAGE 1 LLC	3225 MCLEOD DR	LAS VEGAS	NV	89121-2257
MCCLAIN SHAWNA L	415 N LA CROSSE AVE	PUEBLO	CO	81001-3582
DOUBLE A DEVELOPMENT LLC	417 W 13TH ST	PUEBLO	CO	81003-2703
ONTIVEROS MANUEL/MARTINEZ IRMA	5320 RED CREEK SPRING	PUEBLO	CO	81005-9707
NIDIFFER TED	655 IDLEDALE	PUEBLO W	CO	81007
MATA RYAN L	708 W 10	PUEBLO	CO	81003
HERRERA ROBERT	7830 W ALAMEDA AVE	LAKEWOOD	CO	80226-3093
MARTIN ERIC ARNOL	9 BRIDGEPORT CIR	PUEBLO	CO	81003-1343
QUIJADA CARLOS A	921 E 14TH ST	PUEBLO	CO	81001-2926
HOPP BRIAN D	9878 W BELLEVIEW AVE	DENVER	CO	80123-2101
RODRIGUEZ SILVIA	PO BOX 1726	FABENS	TX	79838-1726
SRPC PROPERTIES, LLC	PO BOX 22410	CHEYENNE	WY	82003-2400
CONMOR LLC + END IRA INC FBO RICHA	PO BOX 2418	PUEBLO	CO	81004-0418



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 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 COMPASS POINTE SUBDIVISION

SUMMARY:

The applicant is requesting to subdivide 14.17-acres into one large lot to facilitate development of a multi-family residential structures and related amenities.

PREVIOUS COUNCIL ACTION:

On September 26, 2022, City Council approved Ordinance 10277 which rezoned the property from R-2, Single-Family Residential Zone District to R-4, Mixed Residential Zone District.

BACKGROUND:

The subject property consists of 14.17 acres of undeveloped land located west of Eva Baca Elementary School and south of Oakshire Lane. The Kittle Property Group, a national multifamily residential development company is working with the property owners to subdivide the land into one large lot to facilitate the construction of an apartment complex. According to the rezoning staff report, Z-22-12, the property will be developed with apartment buildings, a clubhouse, swimming pool, playground, and a dog park. The project will comply with the 1.5 parking spaces per dwelling unit required by the municipal code. The proposed Compass Pointe Subdivision consists of one 14.17-acre lot that includes internal public access and utility easements to provide circulation as well as access to each residential and accessory structure that is planned for construction. East 14th, 15th, 16th, and 17th Streets terminate at the eastern boundary of the proposed lot. A 30-foot public access easement will connect East 14th Street to East 15th Street, and another 30-foot public access easement will connect East 16th Street to East 17th Street, allowing traffic to circle the end of each block rather than maneuvering in a cul-de-sac turnaround. The Kittle Property Group is requesting to provide cash in lieu of providing public park land dedication for this subdivision. Steven Meier, City of Pueblo Parks and Recreation Director, has determined the cash-in-lieu payment is acceptable since the proposed outdoor

amenities are reserved for tenants and the development is located directly west of the Eastwood and Eva Baca School Park. The appropriate payment amount will be determined with the Part II subdivision process. An off-site drainage easement crossing City of Pueblo owned property will be required to be provided by separate deed prior to the ordinance becoming effective.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their April 9, 2025 Regular Meeting, voted 5-1 to recommend approval, Boston was excused.

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 subdivided which will impede development of the site.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. S-25-01 Attachments

ORDINANCE NO. 10983

AN ORDINANCE APPROVING THE COMPASS POINTE
SUBDIVISION

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

SECTION 1.

The final plat of the Compass Pointe Subdivision, being a subdivision of land legally described as:

ALL OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4;
EXCEPT THE SOUTH 60 FEET CONVEYED TO PUEBLO, A MUNICIPAL CORPORATION, IN INSTRUMENT RECORDED AUGUST 23, 1967 IN BOOK 1620 AT PAGE 675, THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE NORTH 260 FEET OF THE WEST 257.5 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, EXCEPT THAT PORTION NOW PLATTED AS SAGEBRUSH HEIGHTS SUBDIVISION, 2ND FILING, COUNTY OF PUEBLO, STATE OF COLORADO.

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.

The subdivision is approved with the following conditions:

1. City Council approval of and full executed easement agreement relating to stormwater detention pond outfall facility across Parcel No. 428250001 prior to recording of plat.

SECTION 6.

This Ordinance shall be approved upon on the date of final action by the Mayor and City Council 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.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 09, 2025.

Final adoption of Ordinance by City Council on June 23, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

Approved on 6/26/2025 | 11:12 AM 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

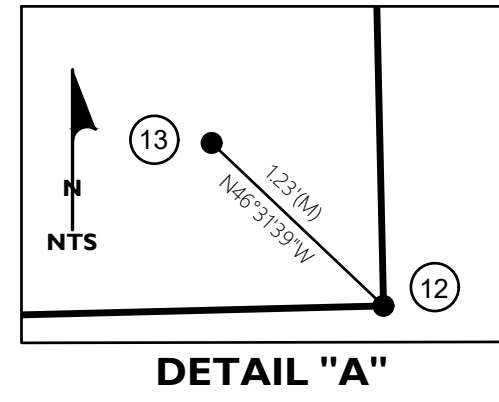
DocuSigned by:

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City Clerk

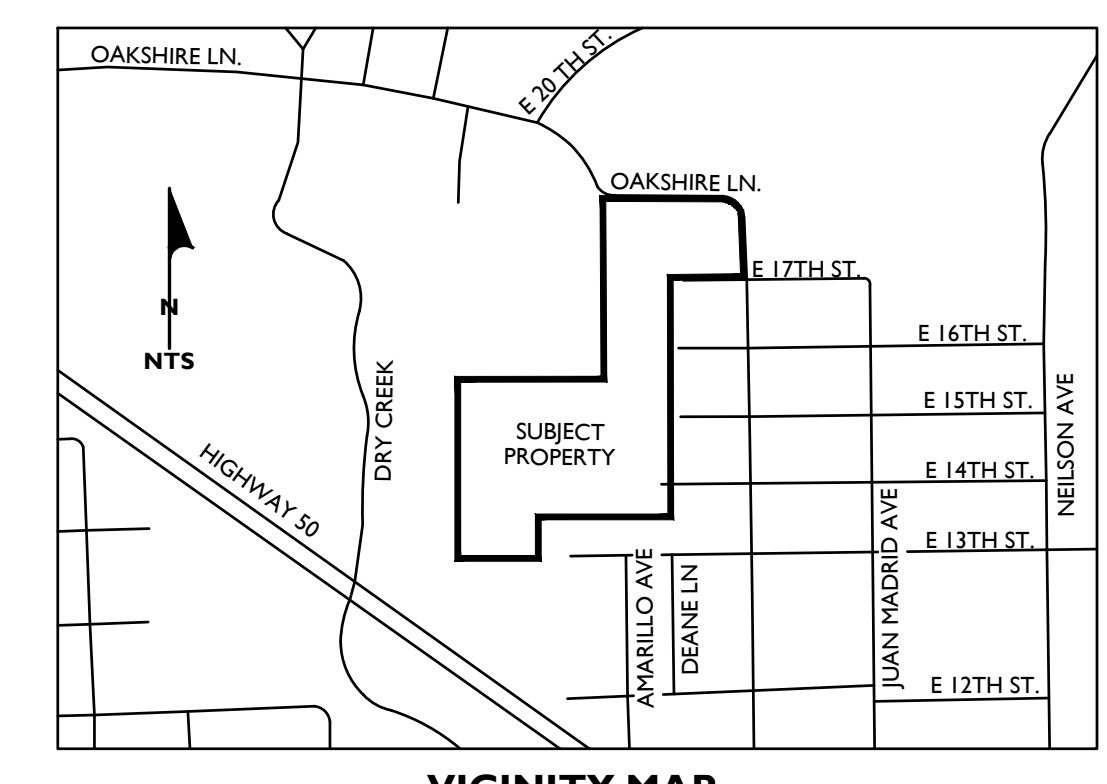
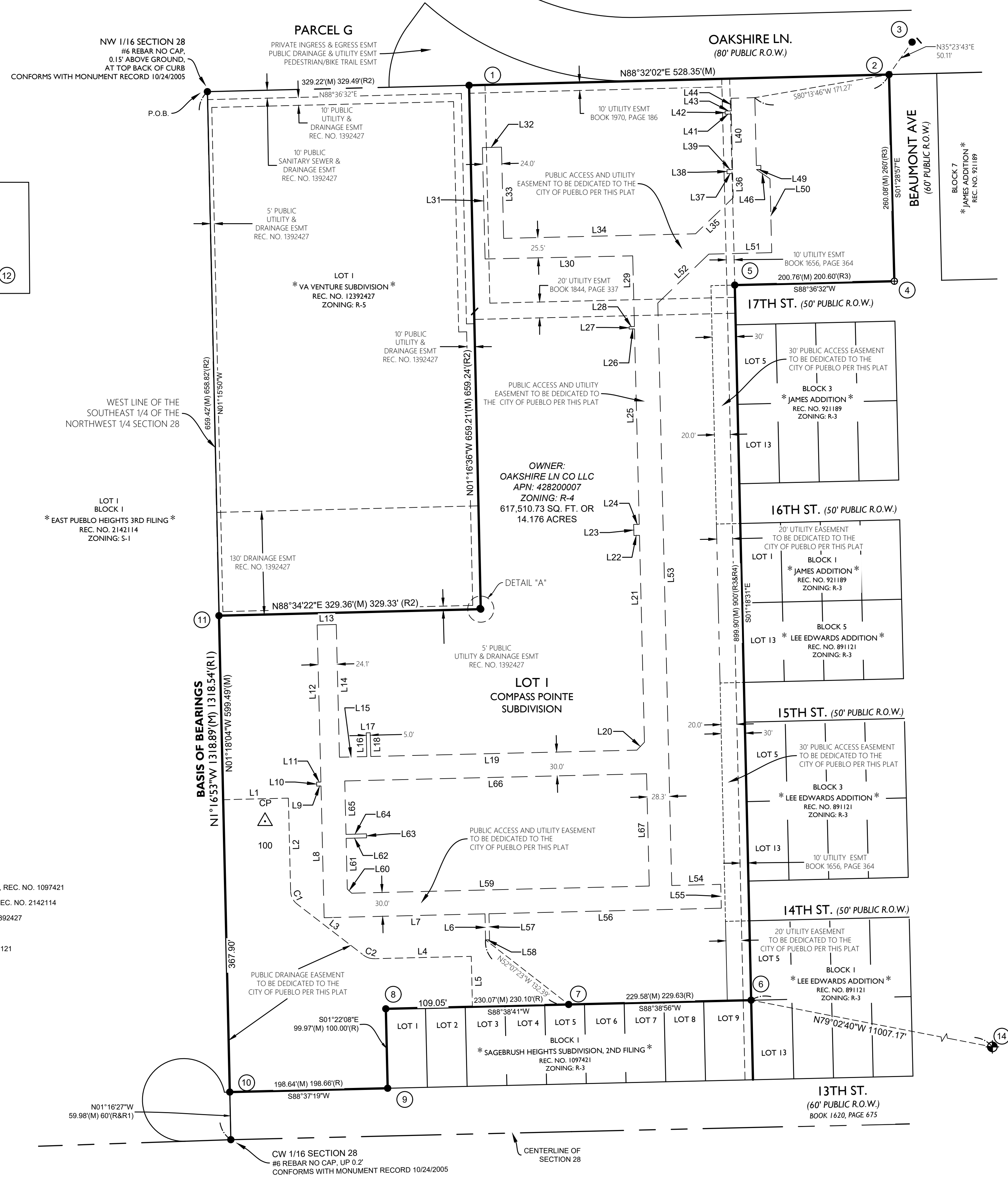
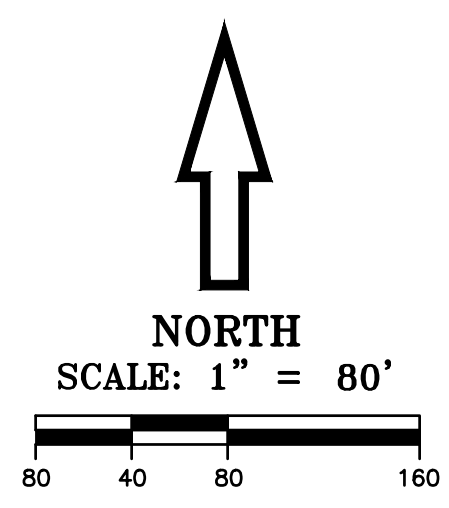
COMPASS POINTE SUBDIVISION

BEING A PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

LINE TABLE		
LINE #	BEARING	DISTANCE(M)
L1	N88°37'34"E	81.92'
L2	S1°22'26"E	117.00'
L3	S52°27'04"E	106.34'
L4	N88°37'34"E	121.98'
L5	S1°22'26"E	63.44'
L6	S1°16'49"E	32.77'
L7	N88°37'35"E	202.40'
L8	S1°21'05"E	165.77'
L9	N88°39'05"E	5.41'
L10	S1°20'55"E	5.00'
L11	S88°39'05"W	5.41'
L12	S1°22'51"E	197.65'
L13	S88°34'22"W	24.07'
L14	N1°22'10"W	167.09'
L15	S88°37'50"W	34.40'
L16	S1°22'24"E	29.88'
L17	S88°37'36"W	5.00'
L18	N1°22'24"W	29.88'
L19	S88°37'50"W	334.81'
L20	S43°31'36"W	13.82'
L21	S1°22'12"E	260.27'
L22	N88°37'48"E	7.04'
L23	S1°22'12"E	13.88'
L24	S88°37'48"W	7.04'
L25	S1°23'26"E	245.91'
L26	N88°39'13"E	6.69'
L27	S1°20'47"E	3.00'
L28	S88°39'13"W	6.69'
L29	S1°23'26"E	88.97'
L30	N88°47'23"E	185.74'
L31	S1°22'26"E	140.15'
L32	S88°37'34"W	24.00'
L33	N1°22'26"W	114.83'
L34	S88°37'34"W	241.42'
L35	S46°11'55"W	65.62'
L36	S1°16'40"E	30.39'
L37	N88°37'34"E	7.06'
L38	S1°22'26"E	5.00'
L39	S88°37'34"W	7.07'
L40	S1°16'40"E	69.86'
L41	N88°43'24"E	7.80'
L42	S1°16'36"E	4.00'
L43	S88°43'24"W	7.80'
L44	S1°16'40"E	15.85'
L46	N55°32'20"W	20.65'
L49	N88°43'20"E	5.66'
L50	N1°21'07"W	92.91'
L51	N88°37'36"E	79.18'
L52	N46°11'55"E	88.84'
L53	N1°22'15"W	733.05'
L54	S88°37'35"W	61.67'
L55	N1°18'31"W	30.00'
L56	N88°37'35"E	292.30'
L57	N1°16'49"W	32.76'
L58	N88°37'35"E	5.00'
L59	S88°37'35"W	374.35'
L60	N46°29'04"W	7.61'
L61	N1°20'55"W	63.79'
L62	N88°37'34"E	25.75'
L63	N1°22'26"W	5.00'
L64	S88°37'34"W	25.75'
L65	N1°20'55"W	67.19'
L66	N88°37'50"E	379.69'
L67	S1°22'20"E	141.33'



- LEGEND**
- FOUND MONUMENT AS NOTED
 - ⊙ ALIQUOT CORNER
 - ⊕ SIGNAL SHOT ON CONCRETE
 - ⊙ NGS BENCHMARK
 - R.O.W. RIGHT OF WAY
 - ESMT EASEMENT
 - REC. NO. RECEPTION NUMBER
 - ** NOT A PART OF THIS SUBDIVISION
 - (M) MEASURED DISTANCE
 - (R) SAGEBRUSH HEIGHTS SUB 2ND FILING, REC. NO. 1097421
 - (R1) EAST PUEBLO HEIGHTS, 3RD FILING., REC. NO. 2142114
 - (R2) VA VENTURE SUBDIVISION, REC. NO. 1392427
 - (R3) JAMES ADDITION, REC. NO. 921189
 - (R4) LEE EDWARDS ADDITION, REC. NO. 891121



COORDINATES TABLE

POINT #	GROUND	GRID
1	X=3,268,411.819 Y=1,590,321.331	X=3,268,411.756 Y=1,590,321.104
2	X=3,268,939.998 Y=1,590,334.850	X=3,268,939.804 Y=1,590,334.619
6	X=3,268,766.575 Y=1,589,170.318	X=3,268,766.425 Y=1,589,170.374
10	X=3,268,110.856 Y=1,589,054.746	X=3,268,110.867 Y=1,589,054.830
100	X=3,268,155.163 Y=1,589,395.377	X=3,268,155.163 Y=1,589,395.377

MONUMENT TABLE

POINT #	MONUMENT DESCRIPTION
1	#4 REBAR WITH YELLOW PLASTIC CAP STAMPED "PLS 301007" 0.15' BELOW GROUND
2	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
3	#4 REBAR WITH ALUMINUM CAP - STAMPED "LS 31925" INSIDE MONUMENT BOX
4	MONUMENT UNDER CONCRETE WALK - MEASURED SHOT WAS TAKEN ON CONCRETE AT STRONGEST PINPOINTED SIGNAL
5	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
6	1.5" ALUMINUM CAP FLUSH WITH GROUND
7	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
8	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
9	1.5" ALUMINUM CAP ILLEGIBLE, 0.6' BELOW SURFACE
10	#4 REBAR NO CAP, FLUSH WITH GROUND
11	#4 REBAR BENT, FLUSH TO GROUND
12	1.5" PIPE, 0.1' ABOVE GROUND
13	#3 REBAR, 0.3' ABOVE GROUND
14	3.5" BRACECAP, IN CONCRETE, "E 343 1953"

CURVE TABLE

CURVE #	LENGTH(M)	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH(M)
C1	19.07'	21.40'	51°03'36"	S26°54'14"E	18.45'
C2	13.38'	21.40'	35°49'48"	S73°27'32"E	13.17'

430 Main Street
Cañon City, CO 81212
719.430.5333
www.3rockengineering.com

SHEET: 2 OF 2

DATE: 4/18/2025

DRAWN BY: DS

REVIEWED BY: MS

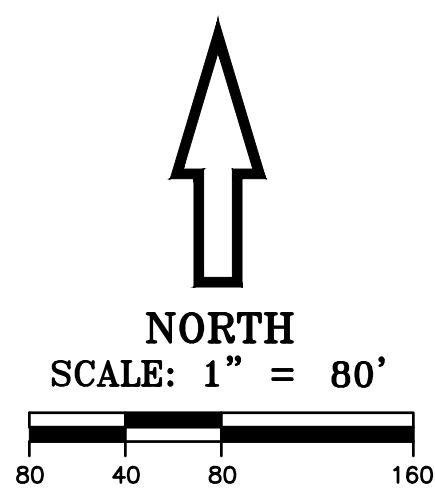
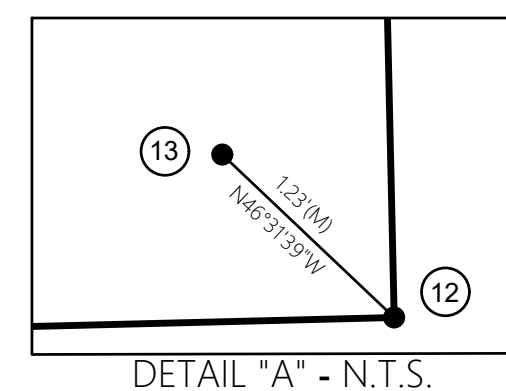
PROJECT: 25.005

SUPPLEMENTAL MAP COMPASS POINTE SUBDIVISION

LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

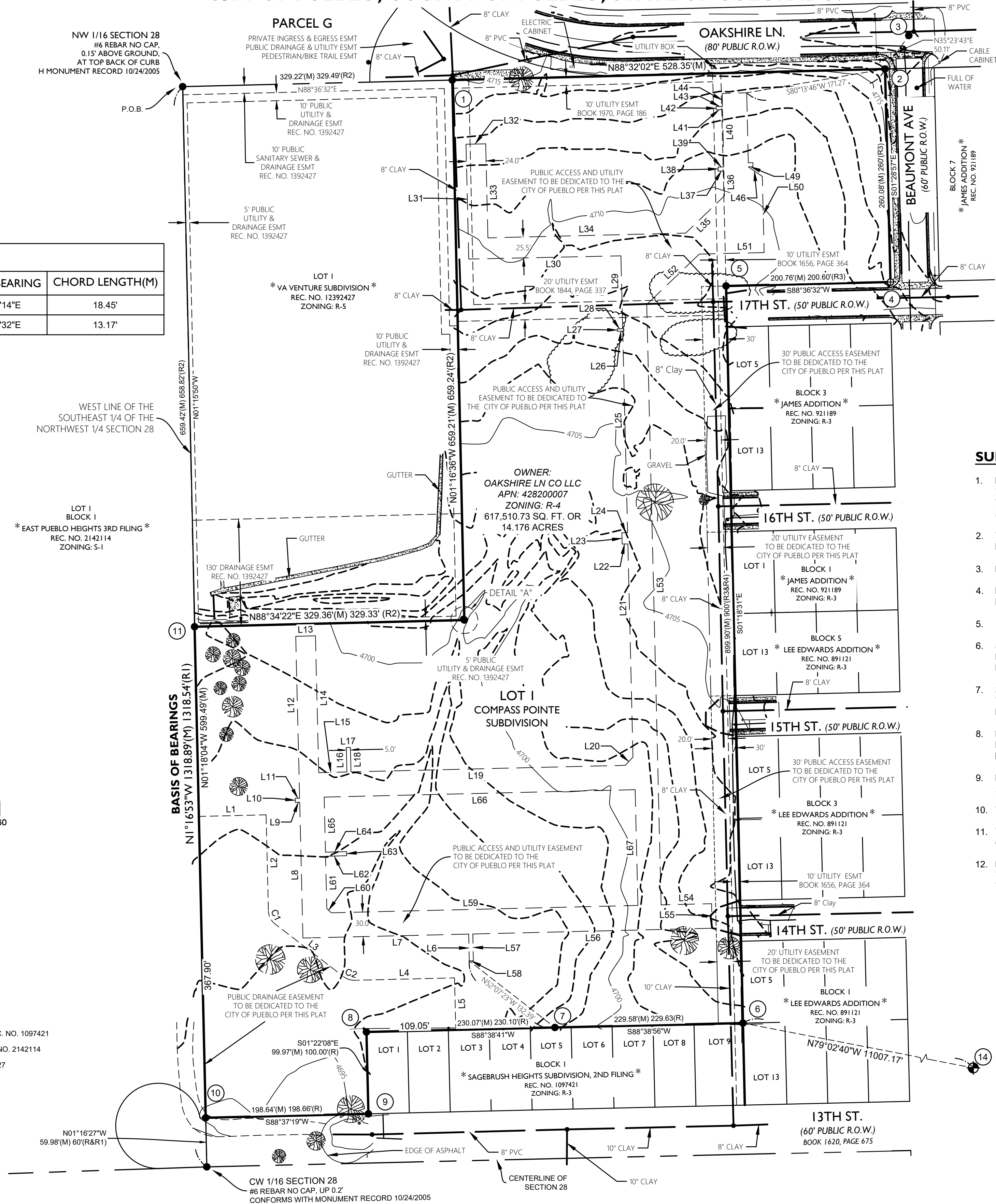
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- ⊙ SIGNAL SHOT ON CONCRETE
- R.O.W. RIGHT OF WAY
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- (R3) JAMES ADDITION, REC. NO. 921189
- (R4) LEE EDWARDS ADDITION, REC. NO. 891121



EXISTING OWNER(S)

EUSABIO RICHARD CONCIADLI, ANNE GAYE CONCIADLI, AND ANNA MARIE COLALANCA

COORDINATES TABLE

POINT #	GROUND	GRID
1	X=3,268,411.819 Y=1,590,321.331	X=3,268,411.756 Y=1,590,321.104
2	X=3,268,939.998 Y=1,590,334.850	X=3,268,939.804 Y=1,590,334.619
6	X=3,268,766.575 Y=1,589,170.318	X=3,268,766.425 Y=1,589,170.374
10	X=3,268,110.856 Y=1,589,054.746	X=3,268,110.867 Y=1,589,054.830
100	X=3,268,155.163 Y=1,589,395.377	X=3,268,155.163 Y=1,589,395.377

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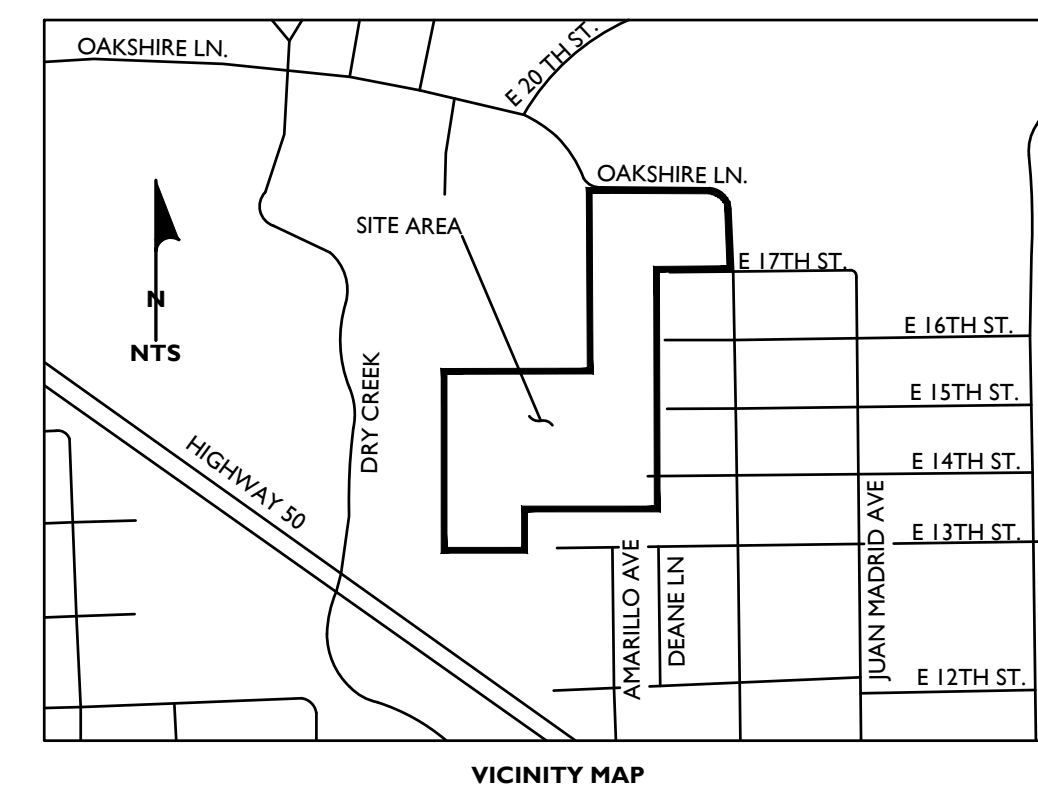
SURVEYOR'S NOTES:

- KENSINGTON VANGUARD NATIONAL LAND SERVICES, LLC, TITLE REPORT NUMBER 5162575-F-CO-CP-IND-A, DATED JUNE 22, 2024, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE REPORT.
- THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF PERSONS NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
- LINEAL UNITS USED ARE U.S. SURVEY FEET.
- BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 LINE OF THE SUBJECT PROPERTY BEARING N01°16'53"W (ASSUMED), A DISTANCE OF 1318.89' FEET, MONUMENTED AS SHOWN HEREON.
- SUBJECT PROPERTY CONTAINS 617,510.73 SQ. FT. OR 14.176 ACRES, MORE OR LESS, AS SURVEYED.
- SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP FOR PUEBLO COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 08010100512D, REVISED AUGUST 15, 2019.
- 3 ROCKS ENGINEERING AND SURVEYING VISITED THE PUEBLO COUNTY CLERK AND RECORDER'S OFFICE ON FEBRUARY 7, 2025, TO SEARCH FOR A DOCUMENT REFERENCING THE VACATED BLOCK 6 OF JAMES ADDITION. HOWEVER, WE WERE UNABLE TO LOCATE BLOCK 6 AS RECORDED IN BOOK 18, PAGE 109.
- HORIZONTAL DATUM: THE SURVEY WAS PERFORMED UTILIZING GROUND COORDINATES SCALED TO GROUND FROM POINT NUMBER 100, WITHIN THE COLORADO SOUTH ZONE NAD83/ 2011 STATE PLANE COORDINATE SYSTEM. COMBINED SCALE FACTOR=0.999754191783/1.000245868654.
- DOUBLE MONUMENTATION EXISTS AT THE SOUTHEAST CORNER OF LOT 1, VA VENTURE SUBDIVISION. MONUMENT NO. 12 ACCEPTED. SEE DETAIL "A".
- THE SIGNATURE AND STAMP ON SHEET ONE OF THIS DOCUMENT CERTIFIES ALL SHEETS INCLUDED IN THIS DOCUMENT.
- THE TOPOGRAPHIC SURVEY WAS NOT DONE BY 3 ROCKS ENGINEERING AND SURVEYING IT WAS CONDUCTED BY ALTURA LAND CONSULTANTS, LLC.
- 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 SURVEYOR'S STATEMENT SHOWN HEREON.

SURVEYOR'S STATEMENT:

I, MILES SMALL, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS MAP WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS, CITY OF PUEBLO AND PUEBLO COUNTY.

MILES SMALL
COLORADO P.L.S. #38534
3 ROCKS ENGINEERING, LLC
430 MAIN ST CANON CITY, CO
PHONE: 719-430-5333

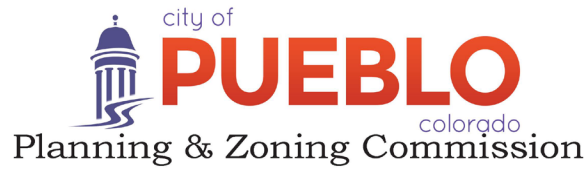


SHEET: 1 OF 1
DATE: 4/25/2025
DRAWN BY: DS
REVIEWED BY: MS
PROJECT: 25.005

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandar Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday April 9, 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, James Salazar.

Commissioners Absent: None

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, Cindy Capritta, Land Use Tech.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to approve the agenda as amended, continue CP-25-01, ODP-25-01 and Z-25-06 to the May 14th, 2025, meeting, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearings:

Chair Castellucci excused Boston at 5:16 p.m. for the remainder of the meeting.

11. S-25-01 Compass Point Subdivision, a subdivision of 14.17-acres into one multifamily residential lot. Generally located south of Oakshire Ln. and west of Beaumont Ave. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicants Mike Roderer and Jared Roberts were sworn in and spoke in favor of the rezoning application. Being sworn in and speaking in opposition appeared: Gerald Madrid, Gloria Sandoval, Rita Davis, and Carl Gomez.

Commission Action: Bailey moved to recommend the subdivision application with three(3) Staff Conditions prior to sending out to City Council, seconded by Spinuzzi

Motion Passed: 5-1(Avalos)



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-25-01 Compass Pointe Subdivision

DATE: May 22, 2025

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Planning & Zoning Commission

Alexandar Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

S-25-01

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: April 9, 2025

SUBJECT: Compass Pointe Subdivision

APPLICANT: Jared Roberts, 3 Rocks Engineering and Surveying

PROPERTY OWNER: Concialdi and Colalancia,

LOCATION: 14.17 acres generally located south of Oakshire Ln. and west of Beaumont Ave.

EXISTING ZONE: R-4, Mixed Residential District

CONCURRENT REQUESTS: None

REQUEST:

Kittle Property Group and the property owners are requesting to subdivide 14.17 acres into one large lot to facilitate development of multifamily residential structures and related amenities.

BACKGROUND AND ANALYSIS:

The subject property consists of 14.17 acres of undeveloped land located west of Eva Baca Elementary School and south of Oakshire Lane. The property was rezoned from an R-2, Single Family Residential Zone District, to an R-4, Mixed Residential Zone District in September 2022 (Ordinance 10277). The Kittle Property Group, a national multifamily residential development company is working with the property owners to subdivide the land into one large lot to facilitate the construction of approximately five apartment structures. According to the rezoning staff report, Z-22-12, the five apartment structures will contain approximately 132 dwelling units and provide 269 parking spaces. A clubhouse, swimming pool, playground, and dog park will also be included in the development.

The proposed Compass Pointe Subdivision consists of one 14.17-acre lot that includes internal public access and utility easements to provide circulation as well as access to each residential and accessory structure that is planned for construction. E. 14th, 15th, 16th, and 17th Streets terminate at the eastern boundary of the proposed lot. A 30-ft. public access easement will connect E. 14th Street to 15th Street, and another 30-foot public access easement will connect E. 16th Street to E. 17th Street, allowing traffic to circle the end of each block rather than maneuvering in a cul-de-sac turnaround. The Kittle Property Group is requesting to provide cash in lieu of Park Dedication. Steven Meier, City of Pueblo Parks and Recreation Director, has determined the cash-in-lieu payment is acceptable since the proposed outdoor amenities are reserved for tenants and the development is located directly west of the Eastwood and Eva Baca School Park. The appropriate payment amount will be determined with the Part II subdivision process.

APPLICABLE REGULATIONS:

Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations; Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:

The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, April 3, 2025.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	<ol style="list-style-type: none"> 1. Address Wastewater comments provided by Sonia Mondragon and annotated on the following documents: <ol style="list-style-type: none"> a. "Compass Pointe-Minor Subdivision-Version 2 WW SM 2nd Sub" b. "Compass Pointe-Overall Utility Plan-Version 2 WW SM 2nd Sub" 2. Address Public Works comments provided by Joe Martellaro, Associate Engineer II, annotated on the following document: <ol style="list-style-type: none"> a. "JM Comments-Compass Pointe-Minor Subdivision-Version 2" 3. Address the annotate subdivision plat comments and Part I comments listed in the memo from Noah Stamm, Drainage Engineer, March 14, 2025. <ol style="list-style-type: none"> a. "S-25-01 SW Memo 2nd 4-4-25" (March 14, 2025) b. "Compass Pointe Plat SW Redlined 2nd 4-4-25"

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The subject property is unimproved and contains native vegetation.

❑ **Neighborhood Compatibility:**

- | | |
|-------|--|
| North | R-2, Single-Family Residential, unimproved single-family residential lots
R-5, private ingress/egress easement parcel developed with a driveway |
| East | R-2, Single-Family Residential, developed with single family homes. |

South R-2, Single-Family Residential, developed with single family homes.

West City S-1, Government Use District, developed with a community solar array.

R-5, Mixed, Multiple-Residential and Office District, developed with US Veterans Affairs Department

□ **Comprehensive Plan Compliance:**

The Pueblo Regional Comprehensive Plan, 2022, designates the subdivision site as an Urban Neighborhood for future land use planning activities.

According to the Comprehensive Plan, Urban Neighborhood land uses consist primarily of single-family detached and attached homes, duplexes, and townhomes. Supporting land uses include accessory dwelling units, small-scale multifamily dwellings, neighborhood scale commercial, retail and services. According to the Comprehensive Plan, optimal densities range from 6 to 16 units per acre, with higher densities in appropriate locations.

The proposed multifamily residential development is located south of the Oakshire lane, which is classified as a Mixed-Use Collector. Mixed Use Collectors are intended to run between neighborhoods and generally form the outside edge of neighborhoods. Mixed residential and commercial uses are suitable adjacent to Mixed Use Collector roadways. Multifamily and institutional uses, including Colorado Blue Sky Enterprises, Accolade Living Centers, and the US Veterans Affairs Department are located west of the proposed development. The Compass Pointe apartment development will introduce high density affordable housing options to the neighborhood, which is supported by the Comprehensive Plan.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

□ **Minimum lot size and width:**

R-4 Mixed Residential Zone District Standards:

- Minimum Lot Width:
 - Required, 50-feet
 - The proposed lot has 357-feet of frontage along Oakshire Ln. and 259-feet along Beaumont Ave.
- Minimum Lot Area for six or more dwelling unit structures:
 - Required, 1,000 sq. ft. per dwelling unit or 8,000 sq. ft. whichever is greater
 - The proposed lot is approximately 617,245 sq. ft., which could accommodate up to a maximum of 617 dwelling units. The rezoning application stated that they are proposing 132 dwelling units.

REFERRAL AGENCIES AND COMMENTS:

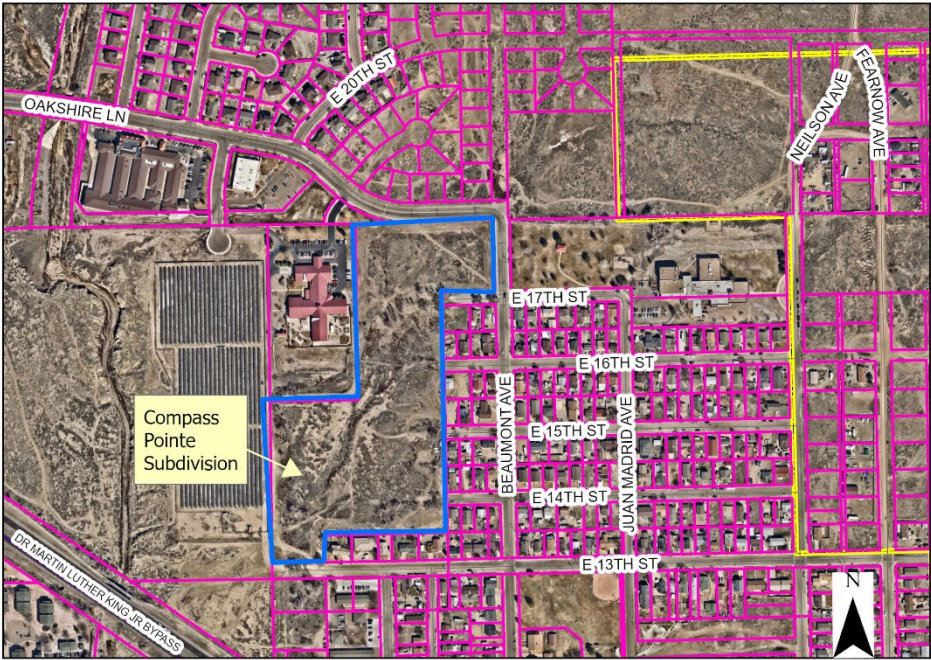
- City Public Works- Comments addressed in conditions
- City Transportation-Please provide the TIS and trip generation created for CDOT to Transportation, Helen Dupree, April 3, 2025

- Pueblo Regional Building Department-No comment
- City Fire Department-no comment
- Pueblo Board of Water Works-no comment
- City Wastewater-Comments addressed in conditions
- City Stormwater-Comments addressed in conditions
- City Parks and Recreation Department-no comment
- City GIS-No Comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-See attached memo from Adam Lancaster, Permits Program Manager, April 3, 2025

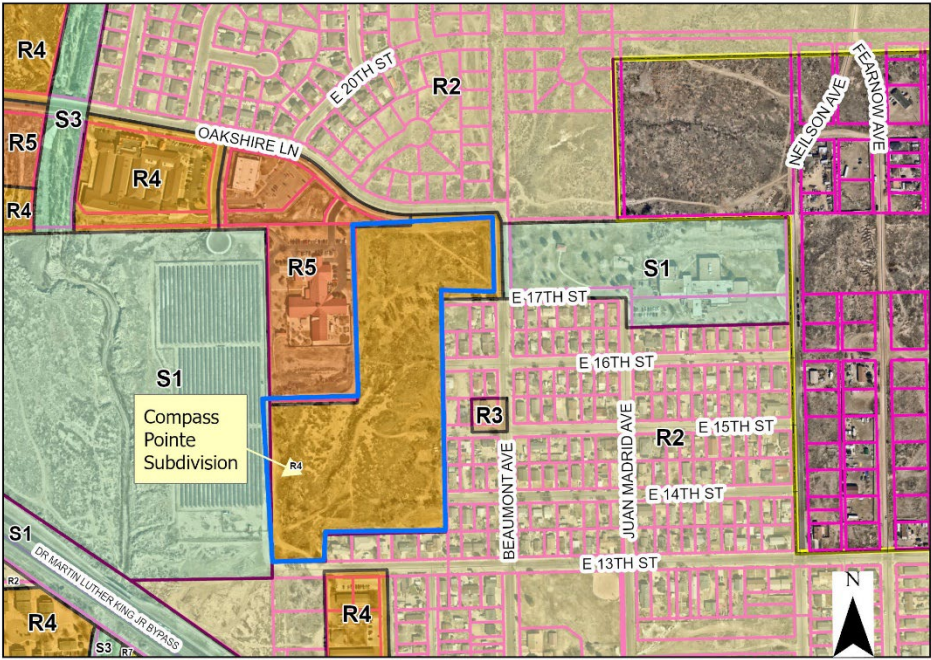
ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. SRC Memo April 4, 2025
- F. Plat
- G. Subdivision Application
- H. CDOT Referral Comments 04-03-25 City of Pueblo SH047A SH050B Compass Pointe Subdivision
- I. Compass Pointe Minor Subdivision VERSION 2 WW SM 2nd Sub
- J. Compass Pointe Overall Utility Plan VERSION 2 WW SM 2nd Sub
- K. JM Comments-Compass Pointe Minor Subdivision Version 2
- L. Compass Point Plat SW Redlined 2nd 4-4-25
- M. S-25-01 SW Memo 2nd 4-4-25

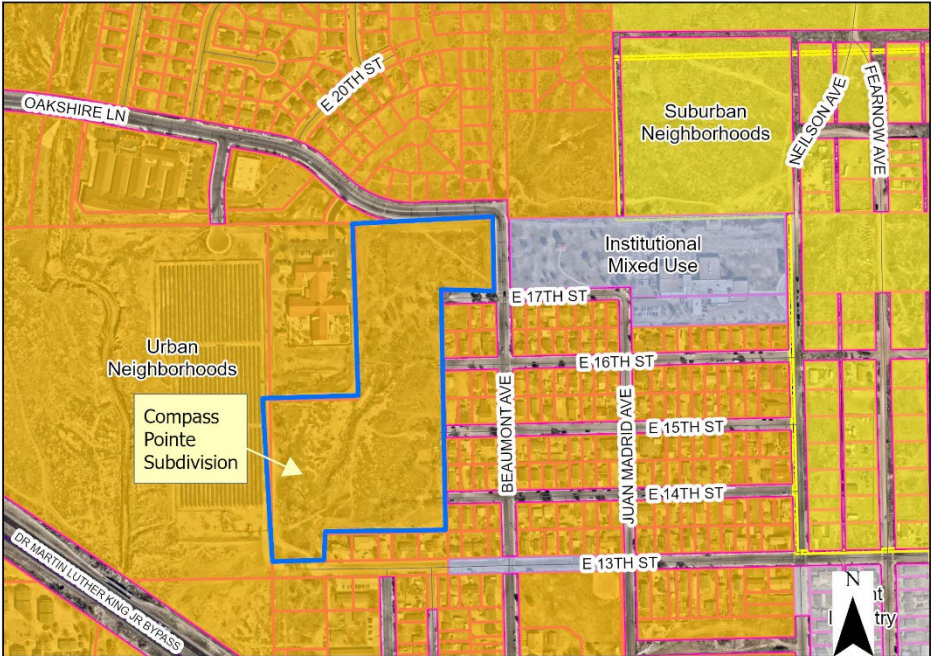
I.
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



Compass Pointe Subdivision site looking east from the northern portion of the site



Compass Pointe Subdivision site looking west from the northern portion of the site

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

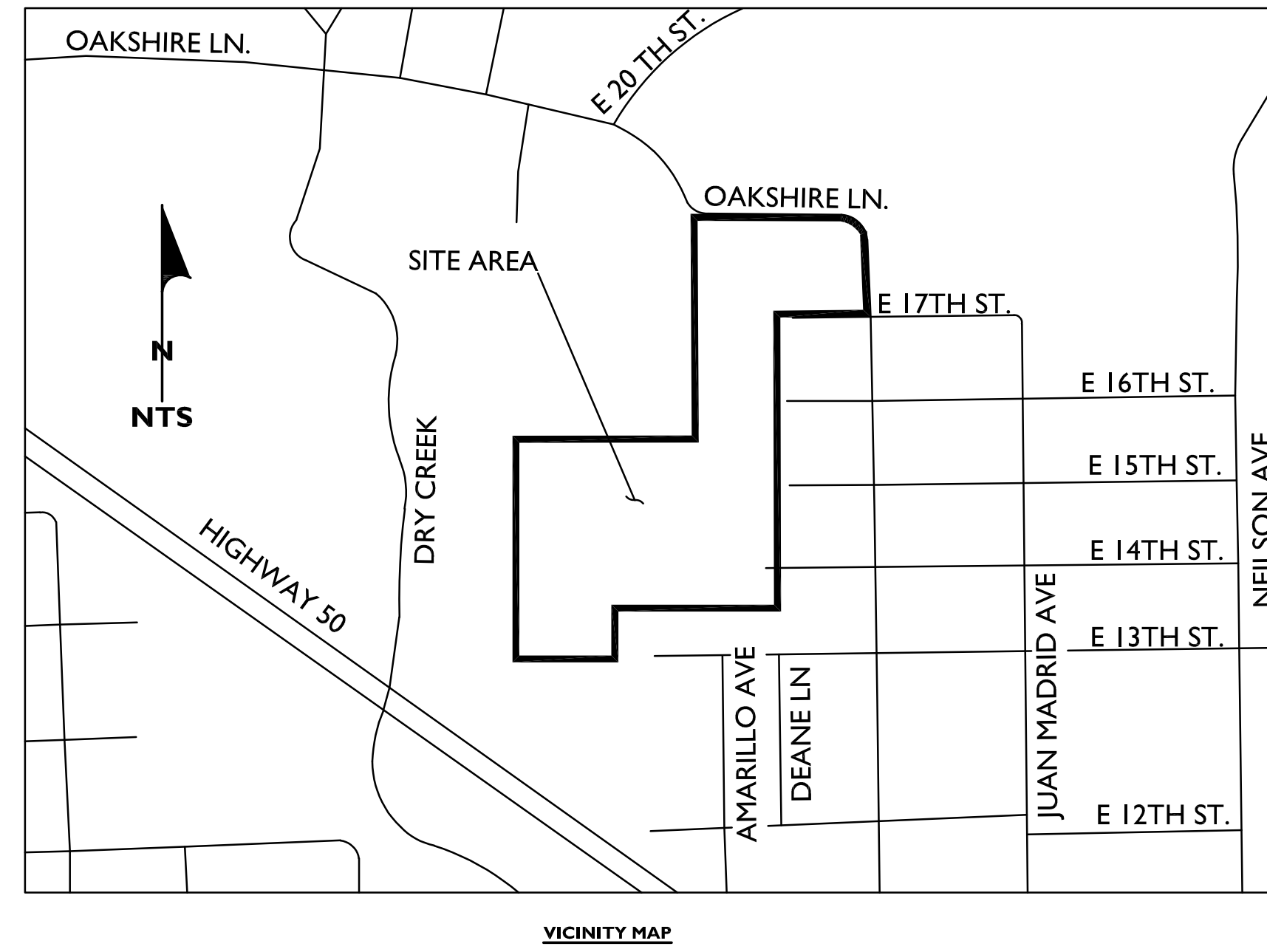
MEMORANDUM

To: Planning and Zoning Commission
From: Subdivision Review Committee
Date: April 4, 2025
Subject: S-25-01 Compass Pointe Subdivision

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:	Not applicable
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, April 4, 2025.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	<ol style="list-style-type: none"> 1. Address Wastewater comments provided by Sonia Mondragon and annotated on the following documents: <ol style="list-style-type: none"> a. "Compass Pointe-Minor Subdivision-Version 2 WW SM 2nd Sub" b. "Compass Pointe-Overall Utility Plan-Version 2 WW SM 2nd Sub" 2. Address Public Works comments provided by Joe Martellaro, Associate Engineer II, annotated on the following document: <ol style="list-style-type: none"> a. "JM Comments-Compass Pointe-Minor Subdivision-Version 2" 3. Address the annotate subdivision plat comments and Part I comments listed in the memo from Noah Stamm, Drainage Engineer, March 14, 2025. <ol style="list-style-type: none"> a. "S-25-01 SW Memo 2nd 4-4-25" (March 14, 2025) b. "Compass Pointe Plat SW Redlined 2nd 4-4-25"

**COMPASS POINTE SUBDIVISION
LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF
SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.**



CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT THAT KITTLE PROPERTY GROUP, INC. AN INDIANA CORPORATION BEING SOLE OWNER(S) IN FEE SIMPLE, MORTGAGEE OR LIENHOLDER OF ALL THAT REAL PROPERTY SITUATED IN PUEBLO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

ALL OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; EXCEPT THE SOUTH 80 FEET CONVEYED TO PUEBLO, A MUNICIPAL CORPORATION, IN INSTRUMENT RECORDED AUGUST 23, 1967 IN BOOK 1620 AT PAGE 675, THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE NORTH 280 FEET OF THE WEST 257.5 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, EXCEPT THAT PORTION NOW PLATTED AS SAGEBRUSH HEIGHTS SUBDIVISION, 2ND FILING, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING 617,510.73 SQ. FT. OR 14.176 ACRES, ACRES MORE OR LESS AS SURVEYED;

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOT 1 AS SHOWN ON THIS FINAL PLAT UNDER THE NAME AND STYLE OF COMPASS POINTE, A SUBDIVISION IN THE COUNTY OF PUEBLO; AND DOES HEREBY ACCEPT THE RESPONSIBILITY FOR THE COMPLETION OF REQUIRED IMPROVEMENTS; AND DOES HEREBY DEDICATE AND SET APART ALL OF THE PUBLIC ROADS AND OTHER PUBLIC IMPROVEMENTS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER; AND DOES HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE CREATED AS EASEMENTS ON THE ACCOMPANYING PLAT TO THE PUBLIC FOREVER AS EASEMENTS FOR THE PURPOSES SHOWN HEREIN, UNLESS OTHERWISE EXPRESSLY PROVIDED THEREON; AND DOES HEREBY GRANT THE RIGHT TO INSTALL AND MAINTAIN NECESSARY STRUCTURES TO THE ENTITY RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

EXECUTED THIS ____ DAY OF _____, A.D., 2025.

OWNER
ADDRESS:

MORTGAGEE OR LIENHOLDER
TITLE
ADDRESS:

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D. 20____,
BY _____

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

IN WITNESS WHEREOF, _____ OF _____, PUEBLO, COLORADO HAS SUBSCRIBED THEIR NAME:

THIS ____ DAY OF _____ 202__

BY _____
KITTLE PROPERTY GROUP, INC.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____ 2025, BY KITTLE PROPERTY GROUP, INC. AN INDIANA CORPORATION

MY COMMISSION EXPIRES _____, MY ADDRESS IS _____

WITNESS MY HAND AND OFFICIAL SEAL. _____

NOTARY PUBLIC

SURVEYOR'S NOTES:

1. KENSINGTON VANGUARD NATIONAL LAND SERVICES, LLC, TITLE REPORT NUMBER 5162575-F-CO-CP-IND-A, DATED JUNE 22, 2024, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE REPORT.
2. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF PERSONS NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
3. LINEAL UNITS USED ARE U.S. SURVEY FEET.
4. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 LINE OF THE SUBJECT PROPERTY BEARING N01°16'53"W (ASSUMED), A DISTANCE OF 1318.89' FEET, MONUMENTED AS SHOWN HEREON.
5. SUBJECT PROPERTY CONTAINS 617,510.73 SQ. FT. OR 14.176 ACRES, AS SURVEYED.
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7. 3 ROCKS ENGINEERING AND SURVEYING VISITED THE PUEBLO COUNTY CLERK AND RECORDER'S OFFICE ON FEBRUARY 7, 2025, TO SEARCH FOR A DOCUMENT REFERENCING THE VACATED BLOCK 6 OF JAMES ADDITION. HOWEVER, WE WERE UNABLE TO LOCATE BLOCK 6 AS RECORDED IN BOOK 18, PAGE 109.
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9. DOUBLE MONUMENTATION EXISTS AT THE SOUTHEAST CORNER OF LOT 1, VA VENTURE SUBDIVISION. MONUMENT NO. 12 ACCEPTED. SEE DETAIL "A".
10. 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 SURVEYOR'S STATEMENT SHOWN HEREON.

IMPROVEMENT CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. _____ OF SECTION 12-4-7- (J)(1) AND WITH SECTION 12-4-5 (b), OF THE 1971

CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

DIRECTOR OF PUBLIC WORKS

DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF COMPASS POINTE SUBDIVISION HAS BEEN

APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

DATE: _____

CITY CLERK

NOTICE :

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS 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

SURVEYOR'S STATEMENT:

I, MILES SMALL, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS, CITY OF PUEBLO AND PUEBLO COUNTY.

PRELIMINARY

MILES SMALL
COLORADO P.L.S. #38794
3 ROCKS ENGINEERING AND SURVEYING, LLC
430 MAIN ST CANON CITY, CO
PHONE: 719-430-5333



SHEET:
1 OF 2

DATE: 03/24/2025

DRAWN BY: DS
REVIEWED BY: MS

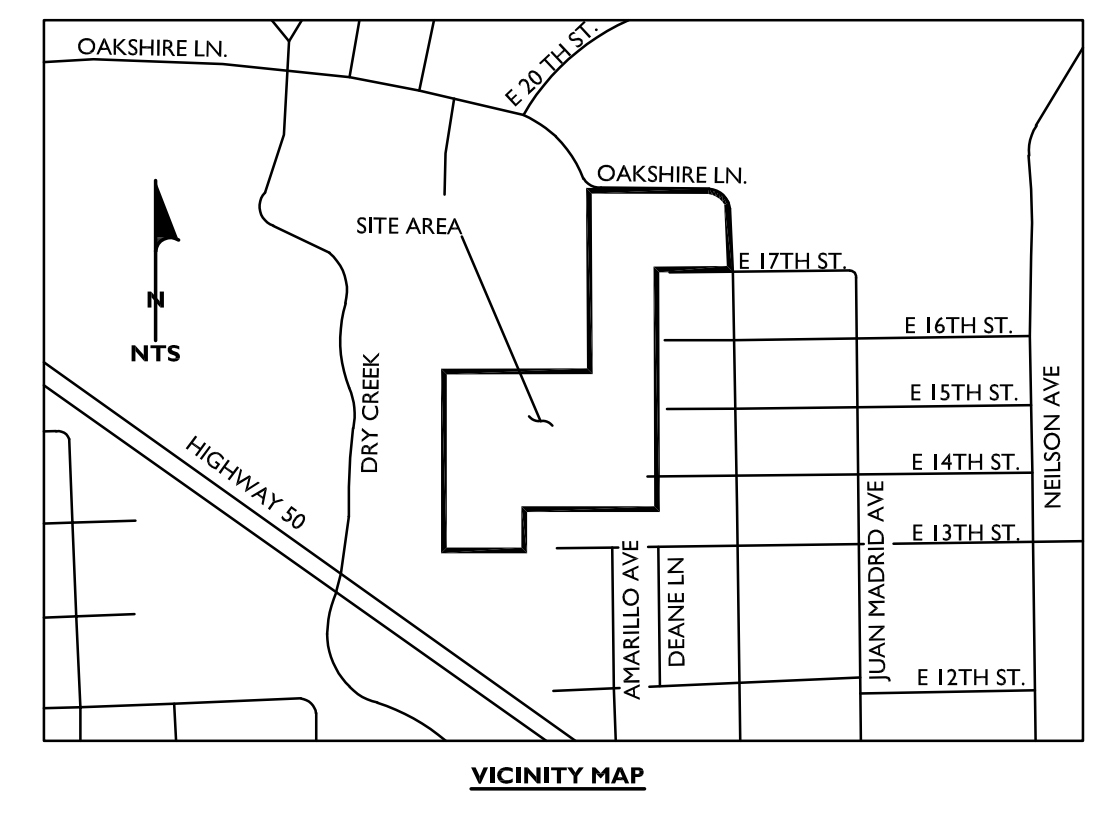
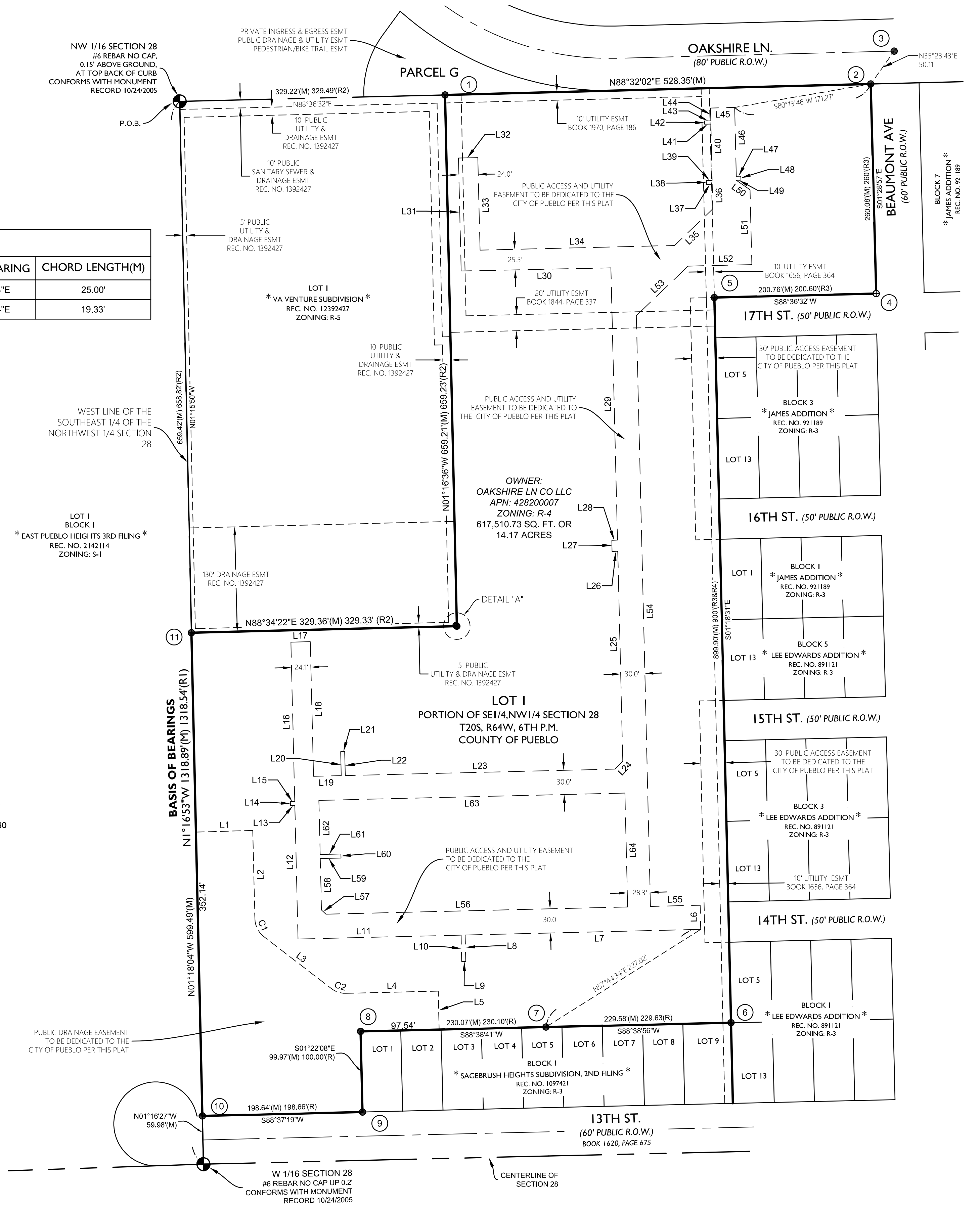
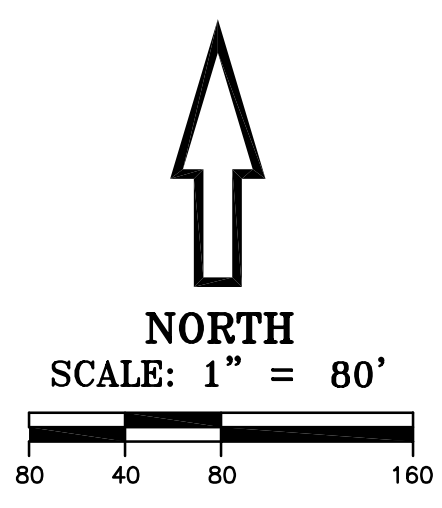
PROJECT: 25.005

COMPASS POINTE SUBDIVISION

LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

LINE TABLE		
LINE #	BEARING	DISTANCE(M)
L1	N88°23'19"E	70.44'
L2	S1°22'26"E	109.63'
L3	S52°26'03"E	105.18'
L4	N88°37'34"E	114.38'
L5	S1°22'26"E	47.74'
L6	N1°18'31"W	30.00'
L7	N88°37'35"E	292.30'
L8	N1°16'49"W	32.76'
L9	N88°37'35"E	5.00'
L10	S1°16'49"E	32.77'
L11	N88°37'35"E	202.40'
L12	S1°21'05"E	165.77'
L13	N88°39'05"E	5.41'
L14	S1°20'55"E	5.00'
L15	S88°39'05"W	5.41'
L16	S1°22'51"E	197.65'
L17	S88°34'22"W	24.07'
L18	N1°22'10"W	167.09'
L19	S88°37'50"W	34.40'
L20	S1°22'24"E	29.88'
L21	S88°37'36"W	5.00'
L22	N1°22'24"W	29.88'
L23	S88°37'50"W	334.81'
L24	S43°31'36"W	13.82'
L25	S1°22'12"E	260.27'
L26	N88°37'48"E	7.04'
L27	S1°22'12"E	13.88'
L28	S88°37'48"W	7.04'
L29	S1°23'26"E	337.87'
L30	N88°47'23"E	185.74'
L31	S1°22'26"E	140.15'
L32	S88°37'34"W	24.00'
L33	N1°22'26"W	114.83'
L34	S88°37'34"W	241.42'
L35	S46°11'55"W	65.62'
L36	S1°16'40"E	30.39'
L37	N88°37'34"E	7.06'
L38	S1°22'26"E	5.00'
L39	S88°37'34"W	7.07'
L40	S1°16'40"E	69.86'
L41	N88°43'24"E	7.80'
L42	S1°16'36"E	4.00'
L43	S88°43'24"W	7.80'
L44	S1°16'40"E	15.85'
L45	S88°32'02"W	30.00'
L46	N1°16'40"W	85.40'
L47	S88°56'22"W	5.66'
L48	N1°16'40"W	5.00'
L49	N88°43'20"E	5.66'
L50	N55°32'20"W	20.65'
L51	N1°21'07"W	92.91'
L52	N88°37'36"E	79.18'
L53	N46°11'55"E	88.84'
L54	N1°22'15"W	733.05'
L55	S88°37'35"W	61.67'
L56	S88°37'35"W	374.35'
L57	N46°29'04"W	7.61'
L58	N1°20'55"W	63.79'
L59	N88°37'34"E	25.75'
L60	N1°22'26"W	5.00'
L61	S88°37'34"W	25.75'
L62	N1°20'55"E	67.19'
L63	N88°37'50"E	379.69'
L64	S1°22'20"E	141.33'

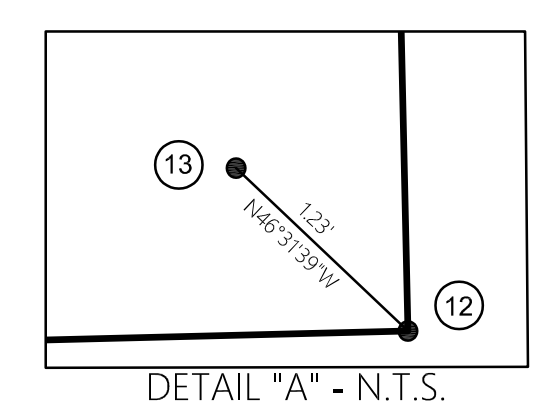
CURVE TABLE					
CURVE #	LENGTH(M)	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH(M)
C1	25.84'	29.00'	51°03'36"	S26°54'14"E	25.00'
C2	19.71'	29.00'	38°56'24"	S71°54'14"E	19.33'



COORDINATES TABLE		
POINT #	GROUND	GRID
1	X=3,268,411.819 Y=1,590,321.331	X=3,268,411.756 Y=1,590,321.104
2	X=3,268,939.998 Y=1,590,334.850	X=3,268,939.804 Y=1,590,334.619
6	X=3,268,766.575 Y=1,589,170.318	X=3,268,766.425 Y=1,589,170.374
10	X=3,268,110.856 Y=1,589,054.746	X=3,268,110.867 Y=1,589,054.830
100	X=3,268,155.163 Y=1,589,395.377	X=3,268,155.163 Y=1,589,395.377

LEGEND	
	FOUND MONUMENT AS NOTED
	FOUND SECTION MONUMENT AS NOTED
	SIGNAL SHOT ON CONCRETE
R.O.W.	RIGHT OF WAY
ESMT	EASEMENT
REC.	RECORDING
NO.	NUMBER
..	NOT A PART OF THIS SUBDIVISION
(M)	MEASURED DISTANCE
(R)	SAGEBRUSH HEIGHTS SUB 2ND FILING, REC. NO. 1097421
(R1)	EAST PUEBLO HEIGHTS, 3RD FILING, REC. NO. 2142114
(R2)	VA VENTURE SUBDIVISION, REC. NO. 1392427
(R3)	JAMES ADDITION, REC. NO. 921189
(R4)	LEE EDWARDS ADDITION, REC. NO. 891121

MONUMENT TABLE	
POINT #	MONUMENT DESCRIPTION
1	#4 REBAR WITH YELLOW PLASTIC CAP STAMPED "PLS 301007" 0.15' BELOW GROUND
2	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
3	#4 REBAR WITH ALUMINUM CAP - STAMPED "LS 31925" INSIDE MONUMENT BOX
4	MONUMENT UNDER CONCRETE WALK - MEASURED SHOT WAS TAKEN AT TOP WITH BEST SIGNAL
5	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
6	1.5" ALUMINUM CAP FLUSH WITH GROUND
7	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
8	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
9	1.5" ALUMINUM CAP ILLEGIBLE, 0.6' BELOW SURFACE
10	#4 REBAR NO CAP, FLUSH WITH GROUND
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12	1.5" ALUMINUM CAP, 0.1' ABOVE GROUND
13	#3 REBAR, 0.3' ABOVE GROUND



3 ROCKS
ENGINEERING & SURVEYING

430 Main Street
Cañon City, CO 81212
719.430.5333
www.3rockengineering.com

SHEET: 2 OF 2

DATE: 03/24/2025

DRAWN BY: DS

REVIEWED BY: MS

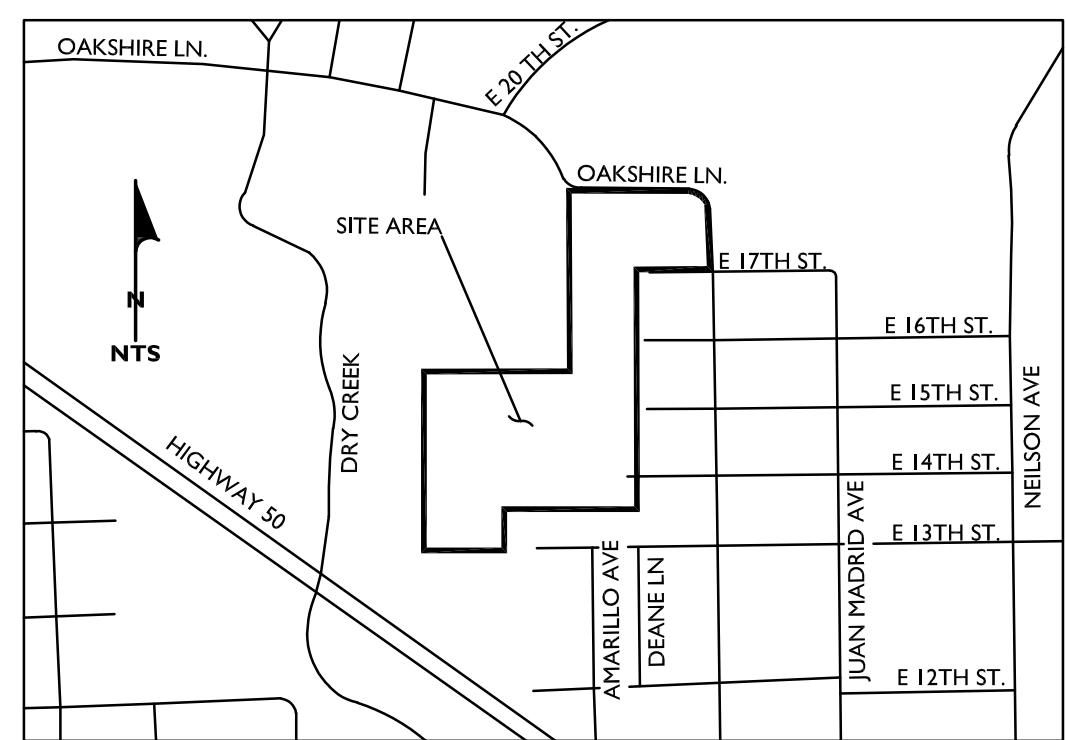
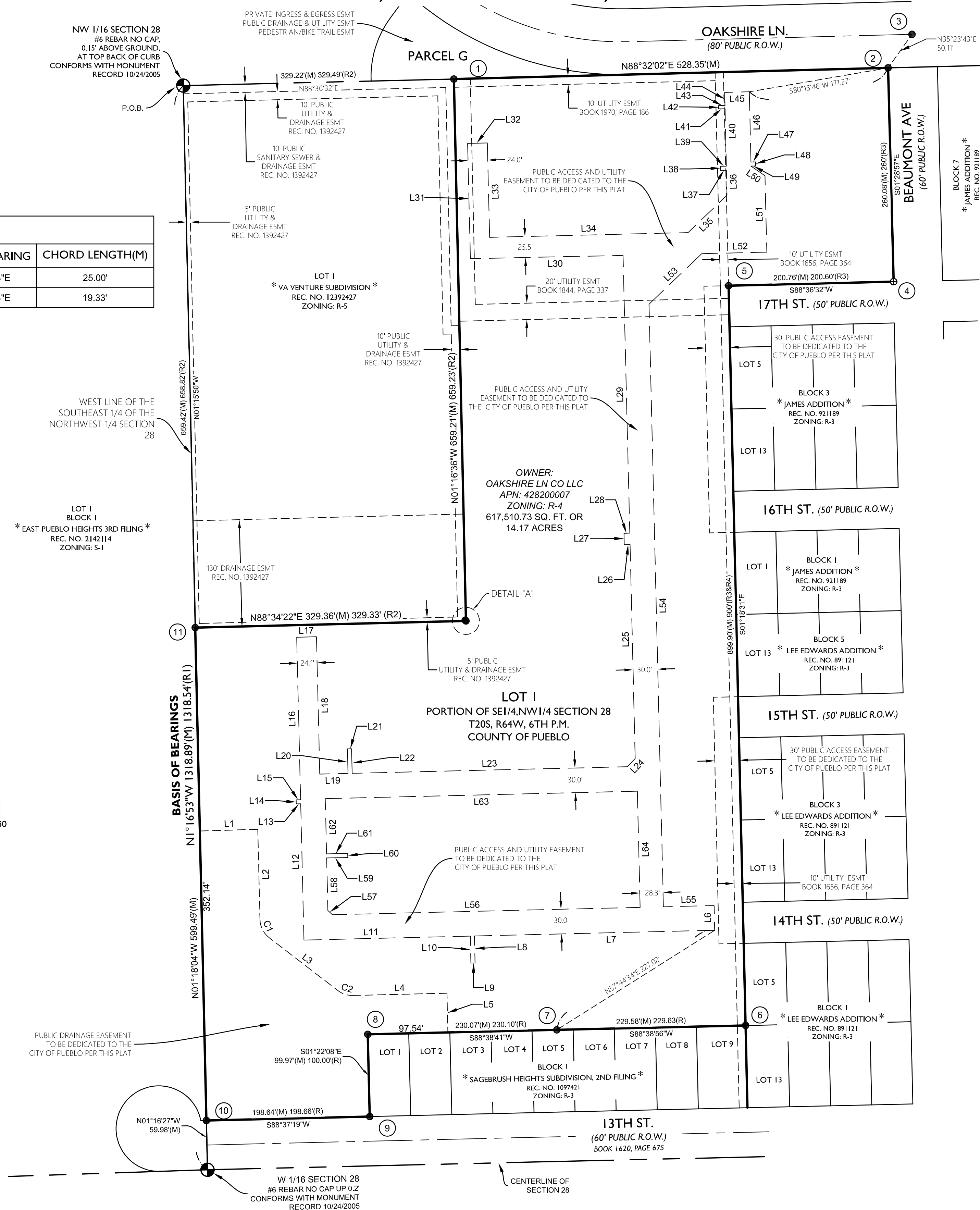
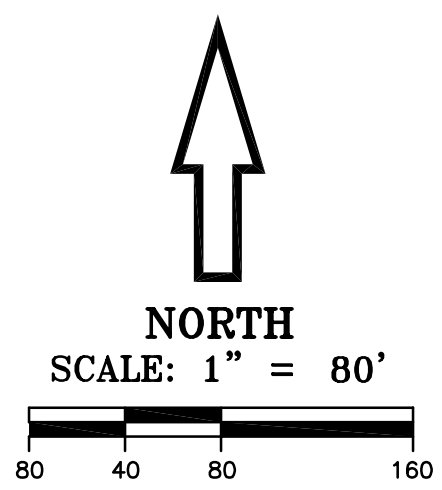
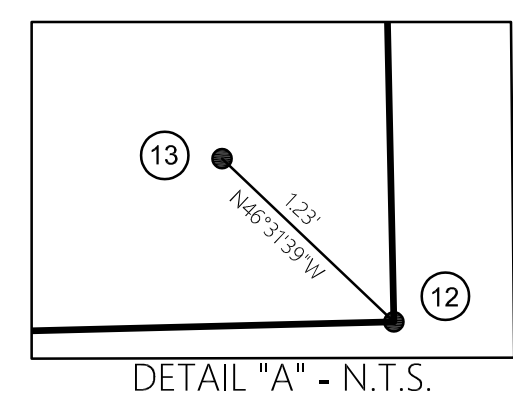
PROJECT: 25.005

SUPPLEMENTAL MAP COMPASS POINTE SUBDIVISION

LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

LINE #	BEARING	DISTANCE(M)
L1	N88°23'19"E	70.44'
L2	S1°22'26"E	109.63'
L3	S52°26'03"E	105.18'
L4	N88°37'34"E	114.38'
L5	S1°22'26"E	47.74'
L6	N1°18'31"W	30.00'
L7	N88°37'35"E	292.30'
L8	N1°16'49"W	32.76'
L9	N88°37'35"E	5.00'
L10	S1°16'49"E	32.77'
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LEGEND

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- ⊙ FOUND SECTION MONUMENT AS NOTED
- ⊕ SIGNAL SHOT ON CONCRETE
- R.O.W. RIGHT OF WAY
- ESMT EASEMENT
- REC. RECORDING
- NO. NUMBER
- .. NOT A PART OF THIS SUBDIVISION
- (M) MEASURED DISTANCE
- (R) SAGEBRUSH HEIGHTS SUB 2ND FILING, REC. NO. 1097421
- (R1) EAST PUEBLO HEIGHTS, 3RD FILING, REC. NO. 2142114
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13	#3 REBAR, 0.3' ABOVE GROUND

EXISTING OWNER(S)

EUSABIO RICHARD CONCIADLI, ANNE GAYE CONCIADLI, ANNA MARIE CONCIADLI

SURVEYOR'S STATEMENT:

I, MILES SMALL, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS MAP WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS, CITY OF PUEBLO AND PUEBLO COUNTY.

PRELIMINARY

MILES SMALL
COLORADO P.L.S. #38794
3 ROCKS ENGINEERING AND SURVEYING, LLC
430 MAIN ST. CANON CITY, CO
PHONE: 719-430-5333

430 Main Street
Canon City, CO 81212
719-430-5333
www.3rocksengineering.com

SHEET: 1 OF 1

DATE: 03/24/2025

DRAWN BY: DS

REVIEWED BY: MS

PROJECT: 25.005

PZ-25-14

Planning & Zoning
Commission

Applications

Status: Active
Submitted On: 2/10/2025

Primary Location

2680 OAKSHIRE LN
PUEBLO, CO 81001

Owner

CONCIALDI EUSABIO
RICHARD/CONCIALDI
COLALANCIA ANNA
MARIE/COLALANCIA
DONATO,
1007 W ORMAN AVE
PUEBLO, CO 81004-1431

Applicant

 Brandon Hayes
 719-204-1311
 brandonh@3rockengineering.com
 430 Main St
Canon City, CO 81212

Hearing Information (Office Use Only)

 Number of cases

1

 Address Validation by GIS? 

Planner Assigned

—

Case 1 - Number

S-25-01

P&Z

P&Z Hearing Date

04/09/2025

Case 1 - P&Z Hearing Results

—

Public Notice

 Number of Posters

—

 Number of Postcards Sent

—

🔒 Cost of Newspaper Notice

—

🔒 Public Notice Costs

0 

🔒 Other Fees:

—

🔒 Public Notice costs must be paid by:

—

🔒 Public notice planning & zoning poster must be displayed BY:

—

🔒 Public Notice zoning poster must be displayed UNTIL:

—

City Council

City Council Hearing Date - First Reading

—

City Council Hearing Date - Final Reading

—

Case 1

Case 1 - City Council Hearing Results

—

Case 1 - Ordinance Number

Case 1 - Recording Number, if applicable

Engineer, if applicable

Name

Jared Roberts

Company

3 Rocks Engineering & Surveying

Address

6 S Tejon St #614, Colorado Springs, CO

Zip

80903

Phone Number

7193715275

Email

jaredr@3rockengineering.com

Surveyor, if applicable

Name

Rafael Bombacini

Company

3 Rocks Engineering & Surveying

Address

6 S Tejon St., Suite 614 Colorado Springs, CO

Zip

80903

Phone Number

7194403763

Email

rafaelb@3rockengineering.com

Type of Application(s)

1041 Pre-Application (Areas and Activities of State Interest)



1041 Permit (Areas and Activities of State Interest)



Annexation

Annexation Agreement Amendment

Appeal

Comp Plan Amendment

Master Plan/Master Development Plan

Master Sign Plan [?](#)

 Metropolitan District Service Plan

Overall Development Plan [?](#)

PUD Development Guide Amendment [?](#)

Rearrangement of Property Boundaries (Lot Line [?](#)
Rearrangement)

Rezoning (Zoning Map Amendment) [?](#)

Site Plan Review [?](#)

Special Area Plan (SAP) [?](#)

Special Use Permit [?](#)

Subdivision Part I [?](#)

Vacation [?](#)

Subdivision

Number of proposed lots in the subdivision?

1

Attachments



COLORADO

Department of Transportation

Region 2

Traffic & Safety

SH047A/MP 2.40 & 4.20 (E-X)
SH050A/MP 317.70 (E-X)
City of Pueblo

April 3, 2025

Beritt Odom bodom@pueblo.us

Principal Planner

City of Pueblo

Planning and Community Development Department

211 E. D Street

Pueblo, CO 81003

RE: Compass Pointe Subdivision (S-25-01)

Beritt:

We are in receipt of a referral request for comments regarding Compass Pointe Subdivision in the City of Pueblo. The development of approximately 14 acres proposes a multi-family development of 192 units. The development is in east Pueblo and access is connected indirectly via local roads to State Highways 047A (13th Street, Troy Ave) and 050B (Troy Ave). After review of all submitted documentation, we have the following comments:

Traffic:

- The Trip Generation Report, dated 03/27/25, comments:

The project trips generated are well below 20% of the existing background peak hour volumes.

There are no expected LOS or queue issues identified at the relevant intersections or adequate infrastructure exists to accommodate the development.

CDOT met with the developers traffic engineer to discuss the report, and they intend to update the report for added clarity.

Hydrology/Hydraulics:

- The Drainage Report, dated 03/24/25, comments:

PDF p 22 - The peak inflow to the pond is 65.5 cfs. The calculated spillway design flow depth is shown as 1.32 ft. The overflow detail on PDF p 75 shows a spillway depth of only 1'. Based on the spreadsheet, there should be 1' of freeboard above the design depth.

Please provide an updated drainage report.



Access:

- Section 1.4(1) (Implementation) of the State Highway Access Code states in part that no person shall construct any access providing direct vehicular movement to or from any state highway from or to property in close proximity or abutting a state highway without an access permit issued by the designated issuing authority with the written approval of the Department.
- Section 2.6 (Change in Land Use and Access Use) of the State Highway Access Code states the requirements of a new access permit. It states in part that if any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume increases by 20% and or vehicle type, the permittee or property owner will coordinate with the local authority and the Department to determine if a new access permit and modifications to the access are required.
- CDOT Access Permits are not required for this development.

Additionally:

- On-premises and off-premises signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor advertising. Please contact Gabe Martinez at (719) 251-7830 for any questions regarding advertising devices.
- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Martinez.

Please contact me at (719) 469-3348 or adam.lancaster@state.co.us with any questions.

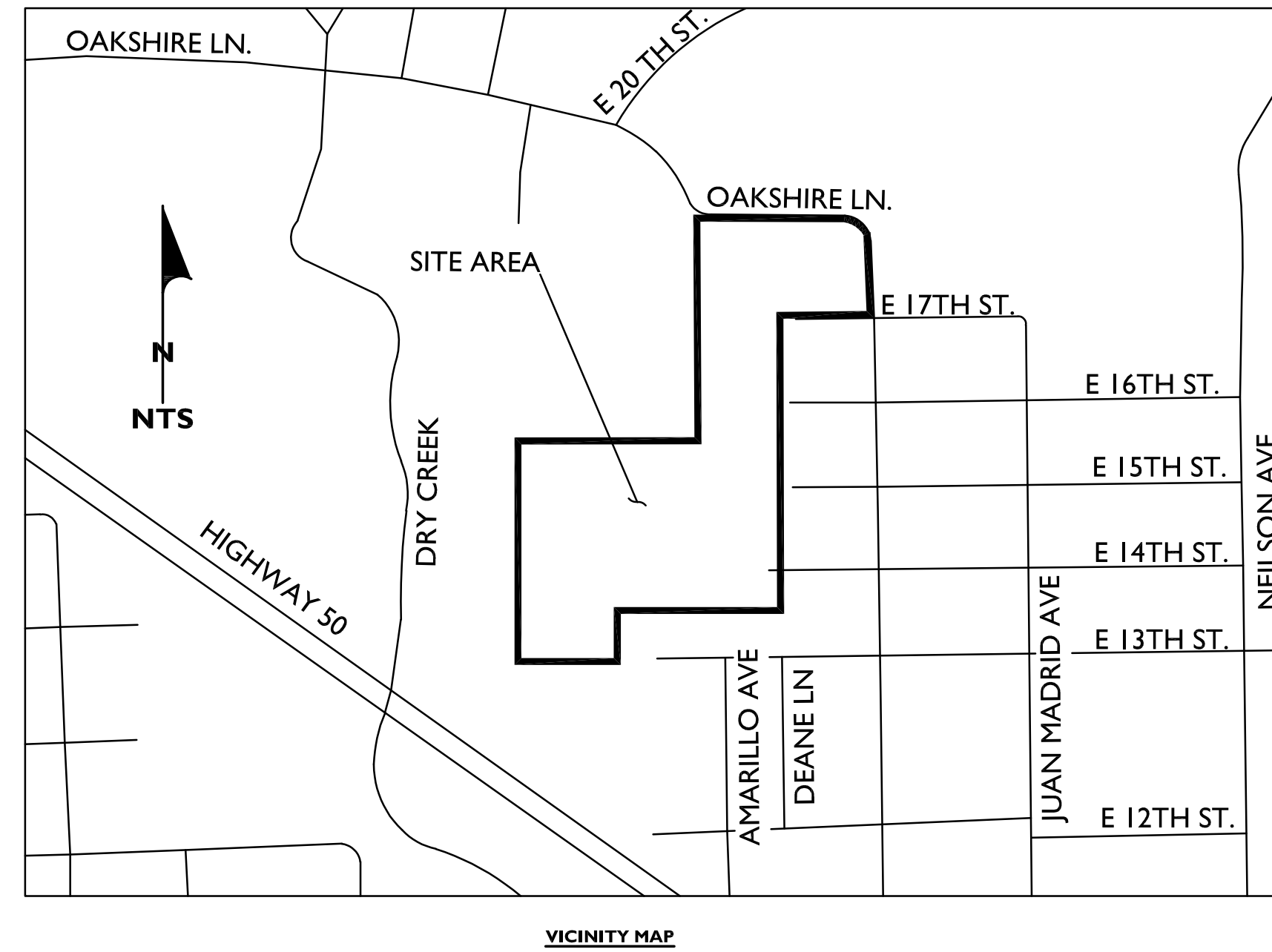
Sincerely,



Adam Lancaster, PE
Permits Program Manager
CDOT R2 Traffic & Safety

Xc: file

**COMPASS POINTE SUBDIVISION
LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF
SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.**



CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT THAT KITTLE PROPERTY GROUP, INC. AN INDIANA CORPORATION BEING SOLE OWNER(S) IN FEE SIMPLE, MORTGAGEE OR LIENHOLDER OF ALL THAT REAL PROPERTY SITUATED IN PUEBLO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

ALL OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; EXCEPT THE SOUTH 80 FEET CONVEYED TO PUEBLO, A MUNICIPAL CORPORATION, IN INSTRUMENT RECORDED AUGUST 23, 1967 IN BOOK 1620 AT PAGE 675, THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; AND THE NORTH 280 FEET OF THE WEST 257.5 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, EXCEPT THAT PORTION NOW PLATTED AS SAGEBRUSH HEIGHTS SUBDIVISION, 2ND FILING, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING 617,510.73 SQ. FT. OR 14.176 ACRES, ACRES MORE OR LESS AS SURVEYED;

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOT 1 AS SHOWN ON THIS FINAL PLAT UNDER THE NAME AND STYLE OF COMPASS POINTE, A SUBDIVISION IN THE COUNTY OF PUEBLO; AND DOES HEREBY ACCEPT THE RESPONSIBILITY FOR THE COMPLETION OF REQUIRED IMPROVEMENTS; AND DOES HEREBY DEDICATE AND SET APART ALL OF THE PUBLIC ROADS AND OTHER PUBLIC IMPROVEMENTS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER; AND DOES HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE CREATED AS EASEMENTS ON THE ACCOMPANYING PLAT TO THE PUBLIC FOREVER AS EASEMENTS FOR THE PURPOSES SHOWN HEREIN, UNLESS OTHERWISE EXPRESSLY PROVIDED THEREON; AND DOES HEREBY GRANT THE RIGHT TO INSTALL AND MAINTAIN NECESSARY STRUCTURES TO THE ENTITY RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

include this paragraph to this statement for new easements for the existing sanitary sewer. "WITH RESPECT TO ALL EASEMENTS FOR CITY UTILITIES, INCLUDING BUT NOT LIMITED TO SANITARY AND STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S)"

EXECUTED THIS ____ DAY OF _____, A.D., 2025.

OWNER
ADDRESS:

MORTGAGEE OR LIENHOLDER
TITLE
ADDRESS:

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D. 20____,
BY _____

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

IN WITNESS WHEREOF, _____ OF _____, PUEBLO, COLORADO HAS SUBSCRIBED THEIR NAME:

THIS ____ DAY OF _____, 202____

BY _____
KITTLE PROPERTY GROUP, INC.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2025, BY KITTLE PROPERTY GROUP, INC. AN INDIANA CORPORATION

MY COMMISSION EXPIRES _____, MY ADDRESS IS _____

WITNESS MY HAND AND OFFICIAL SEAL. _____

NOTARY PUBLIC

SURVEYOR'S NOTES:

1. KENSINGTON VANGUARD NATIONAL LAND SERVICES, LLC, TITLE REPORT NUMBER 5162575-F-CO-CP-IND-A, DATED JUNE 22, 2024, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE REPORT.
2. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF PERSONS NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
3. LINEAL UNITS USED ARE U.S. SURVEY FEET.
4. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 LINE OF THE SUBJECT PROPERTY BEARING N01°16'53"W (ASSUMED), A DISTANCE OF 1318.89' FEET, MONUMENTED AS SHOWN HEREON.
5. SUBJECT PROPERTY CONTAINS 617,510.73 SQ. FT. OR 14.176 ACRES, AS SURVEYED.
6. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP FOR PUEBLO COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 080101C0512D, REVISED AUGUST 15, 2019.
7. 3 ROCKS ENGINEERING AND SURVEYING VISITED THE PUEBLO COUNTY CLERK AND RECORDER'S OFFICE ON FEBRUARY 7, 2025, TO SEARCH FOR A DOCUMENT REFERENCING THE VACATED BLOCK 6 OF JAMES ADDITION. HOWEVER, WE WERE UNABLE TO LOCATE BLOCK 6 AS RECORDED IN BOOK 18, PAGE 109.
8. HORIZONTAL DATUM: THE SURVEY WAS PERFORMED UTILIZING GROUND COORDINATES SCALED TO GROUND FROM POINT NUMBER 100, WITHIN THE COLORADO SOUTH ZONE NAD83/ 2011 STATE PLANE COORDINATE SYSTEM. COMBINED SCALE FACTOR=0.999754191783/1.000245868654.
9. DOUBLE MONUMENTATION EXISTS AT THE SOUTHEAST CORNER OF LOT 1, VA VENTURE SUBDIVISION. MONUMENT NO. 12 ACCEPTED. SEE DETAIL "A".
10. 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 SURVEYOR'S STATEMENT SHOWN HEREON.

IMPROVEMENT CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. _____ OF SECTION 12-4-7- (J)(1) AND WITH SECTION 12-4-5 (b), OF THE 1971

CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

DIRECTOR OF PUBLIC WORKS

DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF COMPASS POINTE SUBDIVISION HAS BEEN

APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

DATE: _____

CITY CLERK

NOTICE :

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS 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

SURVEYOR'S STATEMENT:

I, MILES SMALL, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS, CITY OF PUEBLO AND PUEBLO COUNTY.

PRELIMINARY

MILES SMALL
COLORADO P.L.S. #38794
3 ROCKS ENGINEERING AND SURVEYING, LLC
430 MAIN ST CANON CITY, CO
PHONE: 719-430-5333



SHEET:
1 OF 2

DATE: 03/24/2025

DRAWN BY: DS
REVIEWED BY: MS

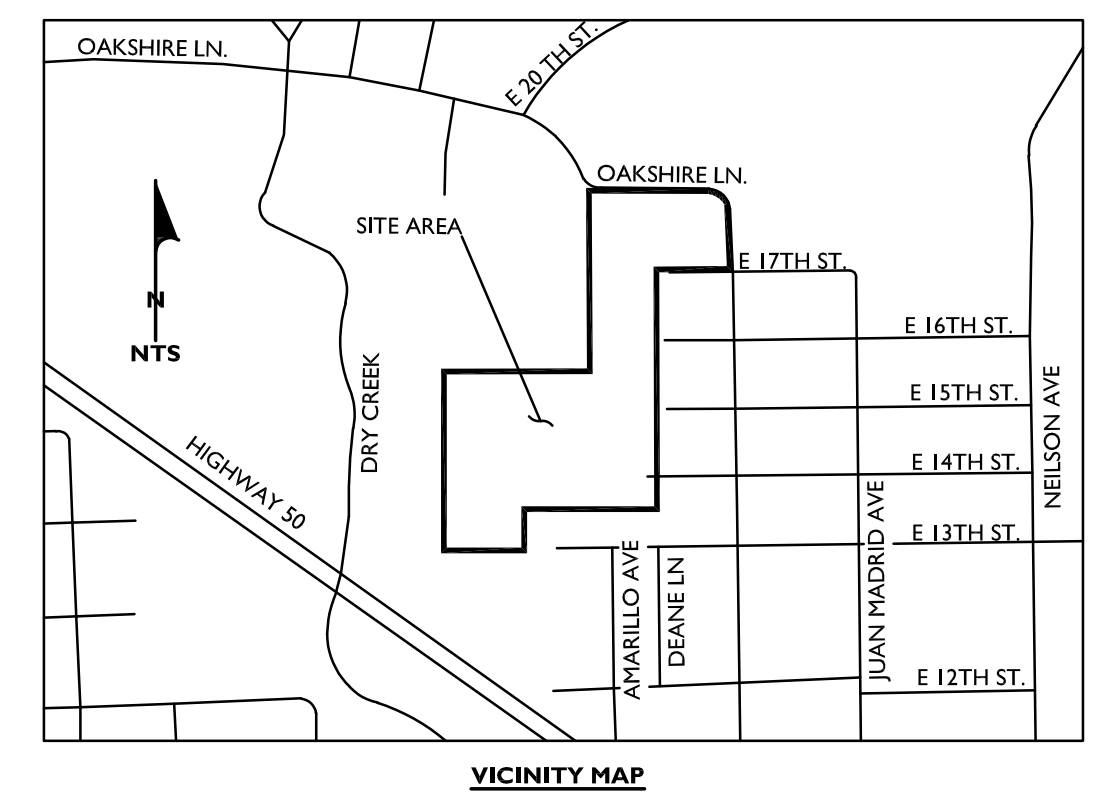
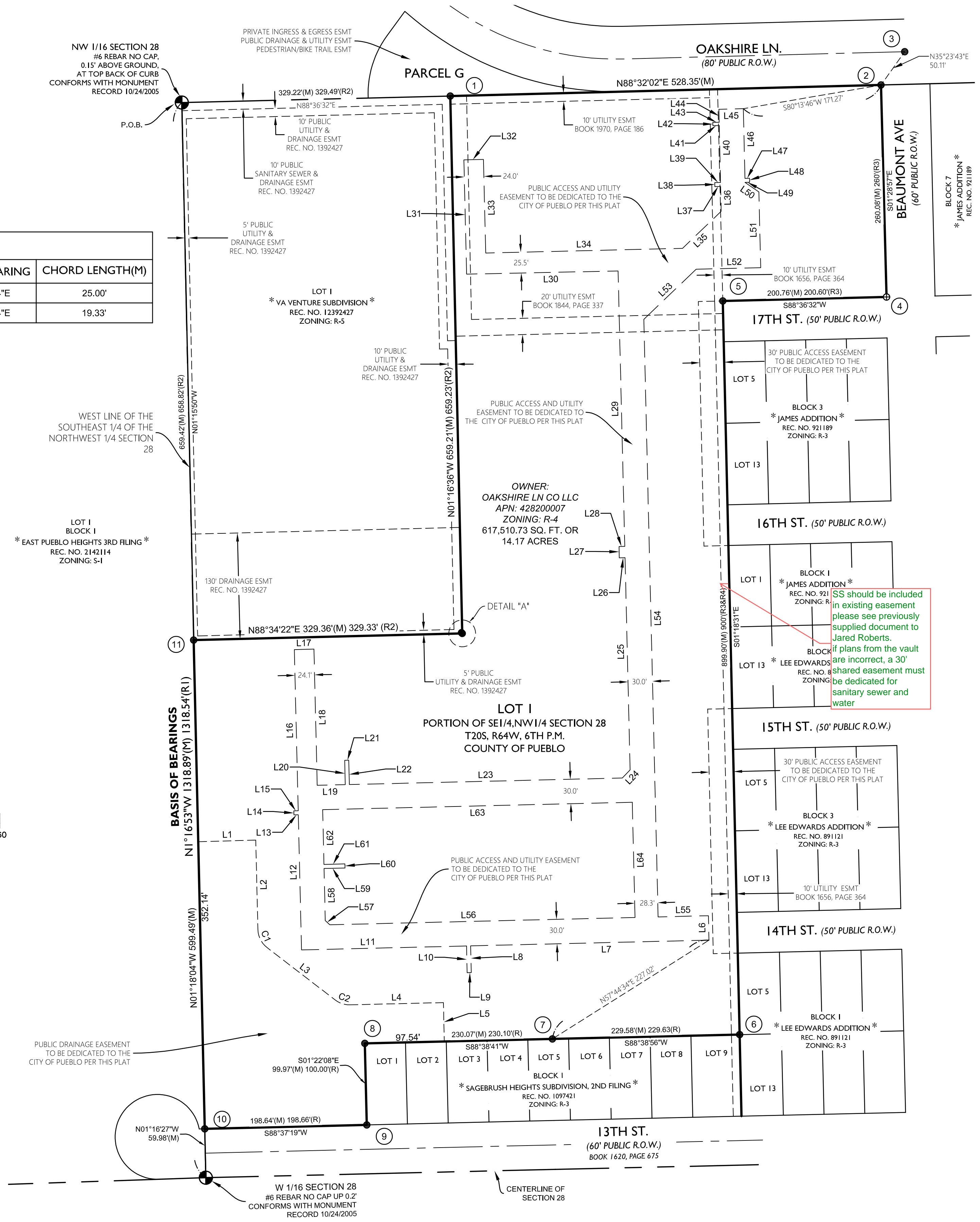
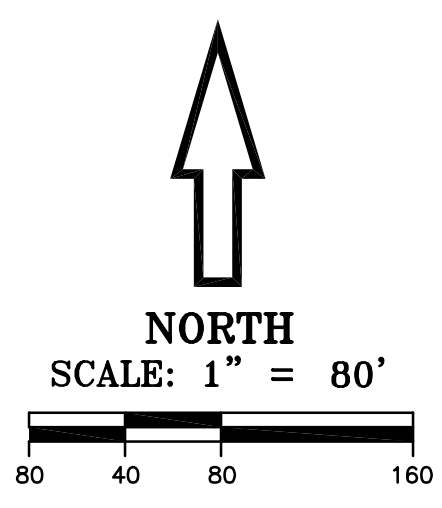
PROJECT: 25.005

COMPASS POINTE SUBDIVISION

LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

LINE TABLE		
LINE #	BEARING	DISTANCE(M)
L1	N88°23'19"E	70.44'
L2	S1°22'26"E	109.63'
L3	S52°26'03"E	105.18'
L4	N88°37'34"E	114.38'
L5	S1°22'26"E	47.74'
L6	N1°18'31"W	30.00'
L7	N88°37'35"E	292.30'
L8	N1°16'49"W	32.76'
L9	N88°37'35"E	5.00'
L10	S1°16'49"E	32.77'
L11	N88°37'35"E	202.40'
L12	S1°21'05"E	165.77'
L13	N88°39'05"E	5.41'
L14	S1°20'55"E	5.00'
L15	S88°39'05"W	5.41'
L16	S1°22'51"E	197.65'
L17	S88°34'22"W	24.07'
L18	N1°22'10"W	167.09'
L19	S88°37'50"W	34.40'
L20	S1°22'24"E	29.88'
L21	S88°37'36"W	5.00'
L22	N1°22'24"W	29.88'
L23	S88°37'50"W	334.81'
L24	S43°31'36"W	13.82'
L25	S1°22'12"E	260.27'
L26	N88°37'48"E	7.04'
L27	S1°22'12"E	13.88'
L28	S88°37'48"W	7.04'
L29	S1°23'26"E	337.87'
L30	N88°47'23"E	185.74'
L31	S1°22'26"E	140.15'
L32	S88°37'34"W	24.00'
L33	N1°22'26"W	114.83'
L34	S88°37'34"W	241.42'
L35	S46°11'55"W	65.62'
L36	S1°16'40"E	30.39'
L37	N88°37'34"E	7.06'
L38	S1°22'26"E	5.00'
L39	S88°37'34"W	7.07'
L40	S1°16'40"E	69.86'
L41	N88°43'24"E	7.80'
L42	S1°16'36"E	4.00'
L43	S88°43'24"W	7.80'
L44	S1°16'40"E	15.85'
L45	S88°32'02"W	30.00'
L46	N1°16'40"W	85.40'
L47	S88°56'22"W	5.66'
L48	N1°16'40"W	5.00'
L49	N88°43'20"E	5.66'
L50	N55°32'20"W	20.65'
L51	N1°21'07"W	92.91'
L52	N88°37'36"E	79.18'
L53	N46°11'55"E	88.84'
L54	N1°22'15"W	733.05'
L55	S88°37'35"W	61.67'
L56	S88°37'35"W	374.35'
L57	N46°29'04"W	7.61'
L58	N1°20'55"W	63.79'
L59	N88°37'34"E	25.75'
L60	N1°22'26"W	5.00'
L61	S88°37'34"W	25.75'
L62	N1°20'55"W	67.19'
L63	N88°37'50"E	379.69'
L64	S1°22'20"E	141.33'

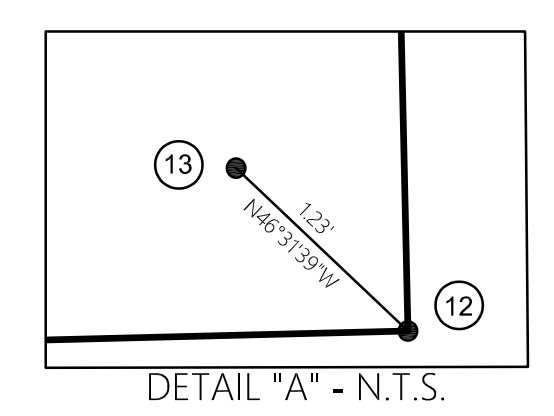
CURVE TABLE					
CURVE #	LENGTH(M)	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH(M)
C1	25.84'	29.00'	51°03'36"	S26°54'14"E	25.00'
C2	19.71'	29.00'	38°56'24"	S71°54'14"E	19.33'



COORDINATES TABLE		
POINT #	GROUND	GRID
1	X=3,268,411.819 Y=1,590,321.331	X=3,268,411.756 Y=1,590,321.104
2	X=3,268,939.998 Y=1,590,334.850	X=3,268,939.804 Y=1,590,334.619
6	X=3,268,766.575 Y=1,589,170.318	X=3,268,766.425 Y=1,589,170.374
10	X=3,268,110.856 Y=1,589,054.746	X=3,268,110.867 Y=1,589,054.830
100	X=3,268,155.163 Y=1,589,395.377	X=3,268,155.163 Y=1,589,395.377

LEGEND	
	FOUND MONUMENT AS NOTED
	FOUND SECTION MONUMENT AS NOTED
	SIGNAL SHOT ON CONCRETE
R.O.W.	RIGHT OF WAY
ESMT	EASEMENT
REC.	RECORDING
NO.	NUMBER
..	NOT A PART OF THIS SUBDIVISION
(M)	MEASURED DISTANCE
(R)	SAGEBRUSH HEIGHTS SUB 2ND FILING, REC. NO. 1097421
(R1)	EAST PUEBLO HEIGHTS, 3RD FILING, REC. NO. 2142114
(R2)	VA VENTURE SUBDIVISION, REC. NO. 1392427
(R3)	JAMES ADDITION, REC. NO. 921189
(R4)	LEE EDWARDS ADDITION, REC. NO. 891121

MONUMENT TABLE	
POINT #	MONUMENT DESCRIPTION
1	#4 REBAR WITH YELLOW PLASTIC CAP STAMPED "PLS 301007" 0.15' BELOW GROUND
2	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
3	#4 REBAR WITH ALUMINUM CAP - STAMPED "LS 31925" INSIDE MONUMENT BOX
4	MONUMENT UNDER CONCRETE WALK - MEASURED SHOT WAS TAKEN AT TOP WITH BEST SIGNAL
5	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
6	1.5" ALUMINUM CAP FLUSH WITH GROUND
7	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
8	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
9	1.5" ALUMINUM CAP ILLEGIBLE, 0.6' BELOW SURFACE
10	#4 REBAR NO CAP, FLUSH WITH GROUND
11	#4 REBAR BENT, SHOT AT WHERE IT GOES IN, FLUSH TO GROUND
12	1.5" ALUMINUM CAP, 0.1' ABOVE GROUND
13	#3 REBAR, 0.3' ABOVE GROUND



3 ROCKS
ENGINEERING & SURVEYING

430 Main Street
Cañon City, CO 81212
719.430.5333
www.3rockengineering.com

SHEET: 2 OF 2

DATE: 03/24/2025

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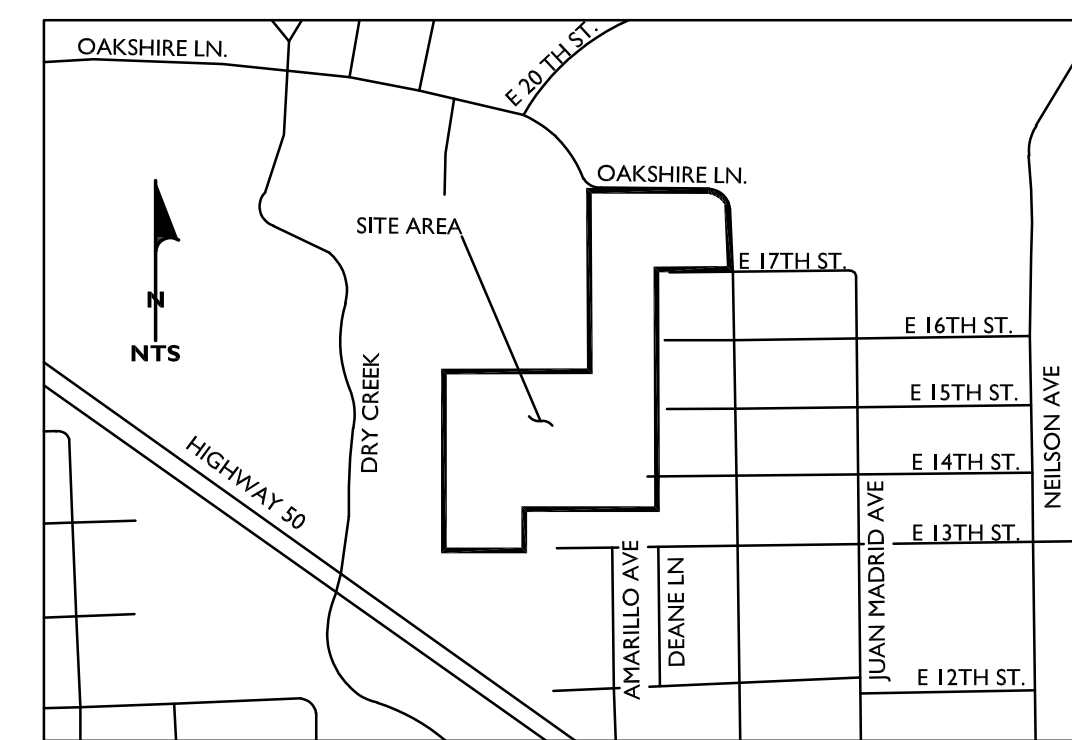
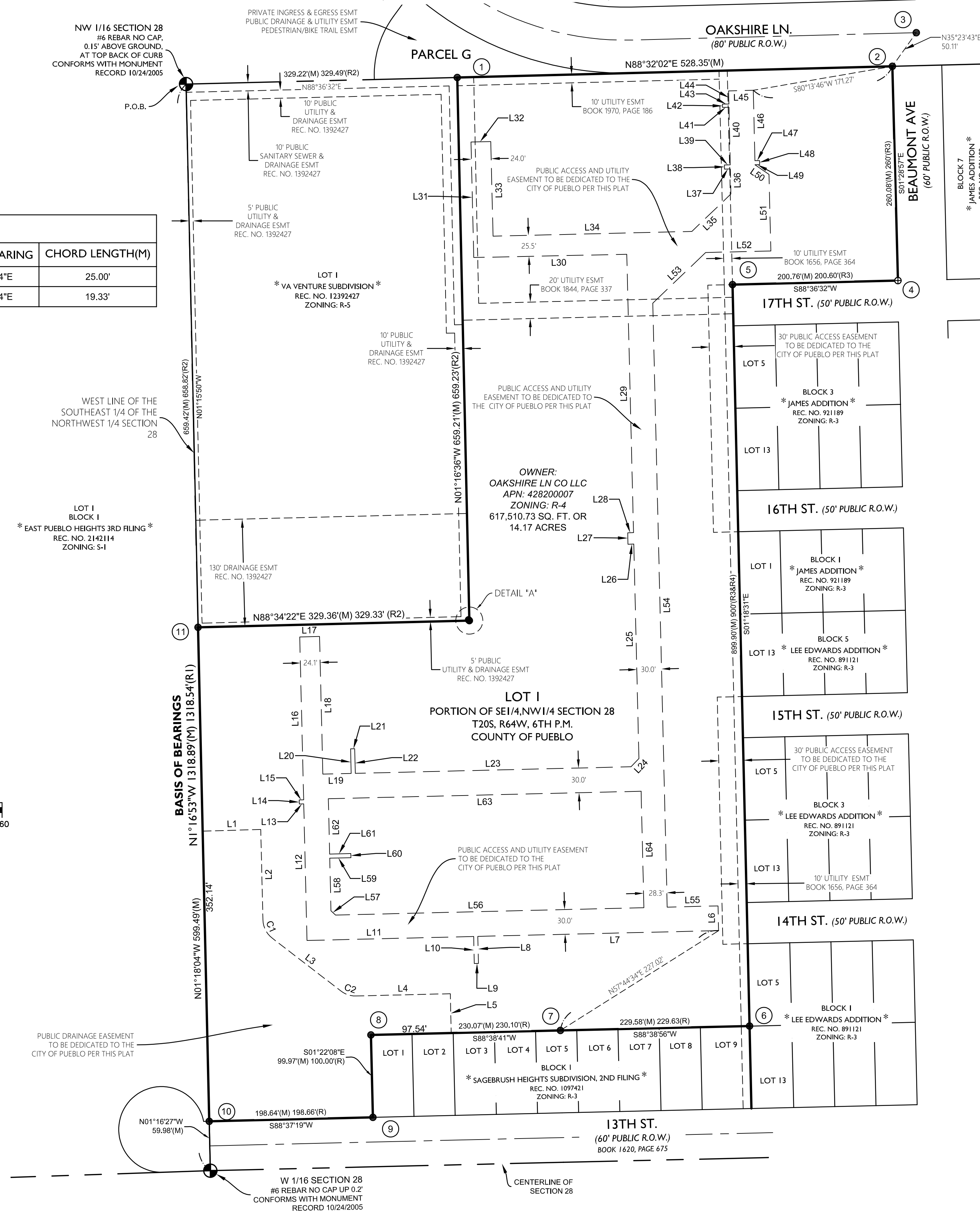
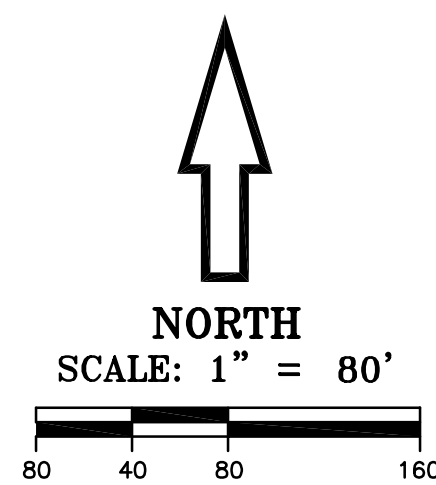
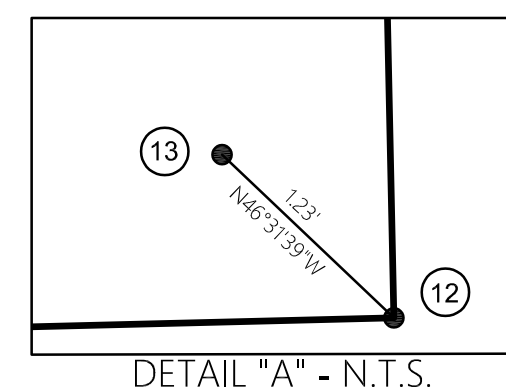
REVIEWED BY: MS

PROJECT: 25.005

**SUPPLEMENTAL MAP
COMPASS POINTE SUBDIVISION
LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF
SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
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10	X=3,268,110.856 Y=1,589,054.746	X=3,268,110.867 Y=1,589,054.830
100	X=3,268,155.163 Y=1,589,395.377	X=3,268,155.163 Y=1,589,395.377

LEGEND

- FOUND MONUMENT AS NOTED
- ⊙ FOUND SECTION MONUMENT AS NOTED
- ⊕ SIGNAL SHOT ON CONCRETE
- R.O.W. RIGHT OF WAY
- ESMT EASEMENT
- REC. RECORDING
- NO. NUMBER
- .. NOT A PART OF THIS SUBDIVISION
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- (R) SAGEBRUSH HEIGHTS SUB 2ND FILING, REC. NO. 1097421
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EXISTING OWNER(S)

EUSABIO RICHARD CONCIADLI, ANNE GAYE CONCIADLI, ANNA MARIE CONCIADLI

SURVEYOR'S STATEMENT:

I, MILES SMALL, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS MAP WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS, CITY OF PUEBLO AND PUEBLO COUNTY.

PRELIMINARY

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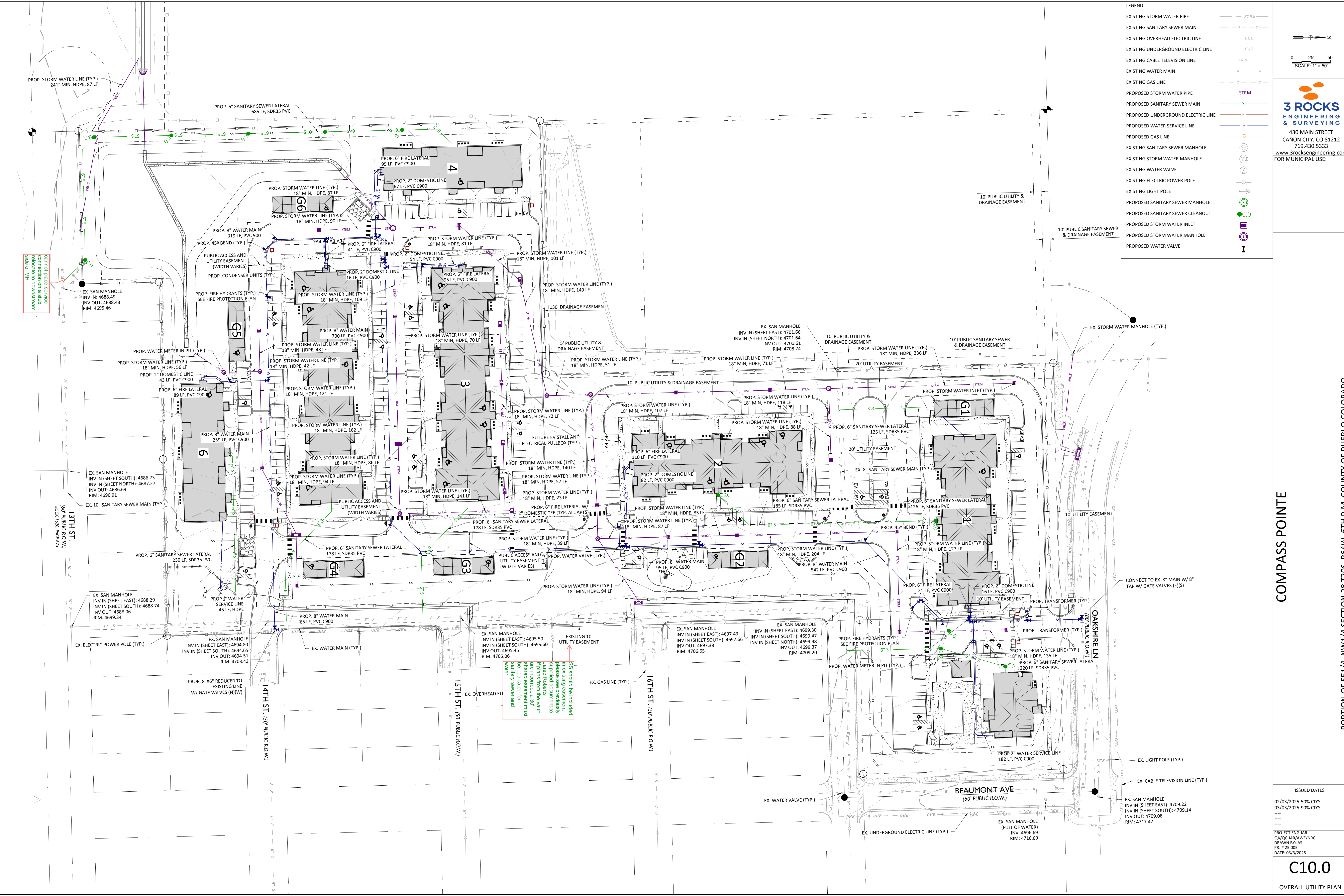
SHEET: 1 OF 1

DATE: 03/24/2025

DRAWN BY: DS

REVIEWED BY: MS

PROJECT: 25.005



LEGEND:

- EXISTING STORM WATER PIPE: --- STM
- EXISTING SANITARY SEWER MAIN: --- S
- EXISTING OVERHEAD ELECTRIC LINE: --- OHE
- EXISTING UNDERGROUND ELECTRIC LINE: --- UGE
- EXISTING CABLE TELEVISION LINE: --- CATV
- EXISTING WATER MAIN: --- W
- EXISTING GAS LINE: --- G
- PROPOSED STORM WATER PIPE: --- STRM
- PROPOSED SANITARY SEWER MAIN: --- S
- PROPOSED UNDERGROUND ELECTRIC LINE: --- E
- PROPOSED WATER SERVICE LINE: --- W
- PROPOSED GAS LINE: --- G
- EXISTING SANITARY SEWER MANHOLE: (SS)
- EXISTING STORM WATER MANHOLE: (STM)
- EXISTING WATER VALVE: (X)
- EXISTING ELECTRIC POWER POLE: (E)
- EXISTING LIGHT POLE: (L)
- PROPOSED SANITARY SEWER MANHOLE: (SS)
- PROPOSED SANITARY SEWER CLEANOUT: (C.O.)
- PROPOSED STORM WATER INLET: (I)
- PROPOSED STORM WATER MANHOLE: (STM)
- PROPOSED WATER VALVE: (V)

3 ROCKS
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FOR MUNICIPAL USE:

PORTION OF SE1/4, NW1/4 SECTION 28 T20S, R64W, 6TH P.M. COUNTY OF PUEBLO COLORADO
 COMPASS POINTE

cannot place service connection on a stub, relocate to downstream side of MH

SS should be included in existing easement please see previously supplied document to Jared Roberts if plans from the vault are incorrect, a 30' shared easement must be established between sanitary sewer and water

ISSUED DATES	
02/03/2025-50% CD'S
03/03/2025-90% CD'S
PROJECT ENGINEER	QA/QC/JAR/JAN/NRC
DRAWN BY	JAS
DATE	03/3/2025

C10.0
OVERALL UTILITY PLAN

Run spell check on entire drawing as I found a few spelling errors

COMPASS POINTE SUBDIVISION
 LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF
 SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

USE STANDARD CITY OF PUEBLO
 LANGUAGE STATEMENT

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT KITTLE PROPERTY GROUP, INC. AN INDIANA CORPORATION BEING SOLE OWNER(S) IN FEE SIMPLE, MORTGAGEE OR LIENHOLDER OF ALL THAT REAL PROPERTY SITUATED IN PUEBLO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

ALL OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, EXCEPT THE SOUTH 60 FEET CONVEYED TO PUEBLO, A MUNICIPAL CORPORATION, IN INSTRUMENT RECORDED AUGUST 23, 1987 IN BOOK 1820 AT PAGE 875, THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE NORTH 250 FEET OF THE WEST 257.5 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, EXCEPT THAT PORTION NOW PLATTED AS SAGEBRUSH HEIGHTS SUBDIVISION, 2ND FILING, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING 617,510.73 SQ. FT. OR 14,176 ACRES, ACRES MORE OR LESS AS SURVEYED:

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOT 1 AS SHOWN ON THIS FINAL PLAN UNDER THE NAME AND STYLE OF COMPASS POINTE, A SUBDIVISION IN THE COUNTY OF PUEBLO, AND DOES HEREBY ACCEPT THE RESPONSIBILITY FOR THE COMPLETE AND REQUIRED IMPROVEMENTS AND DOES HEREBY DEDICATE AND SET APART ALL OF THE PUBLIC ROADS AND OTHER PUBLIC IMPROVEMENTS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER, AND DOES HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE CREATED AS EASEMENTS ON THE ACCOMPANYING PLAT TO THE PUBLIC FOREVER AS EASEMENTS FOR THE PURPOSES SHOWN HEREIN, UNLESS OTHERWISE EXPRESSLY PROVIDED THEREON, AND DOES HEREBY GRANT THE RIGHT TO INSTALL AND MAINTAIN NECESSARY STRUCTURES TO THE ENTITY RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

EXECUTED THIS ____ DAY OF _____, A.D., 2025.

OWNER
 ADDRESS:

MORTGAGEE OR LIENHOLDER
 TITLE
 ADDRESS:

STATE OF COLORADO)
 COUNTY OF PUEBLO)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D. 20____

MY COMMISSION EXPIRES
 WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

IN WITNESS WHEREOF, _____ OF _____, PUEBLO, COLORADO HAS SUBSCRIBED THEIR NAME:

THIS ____ DAY OF _____, 2025

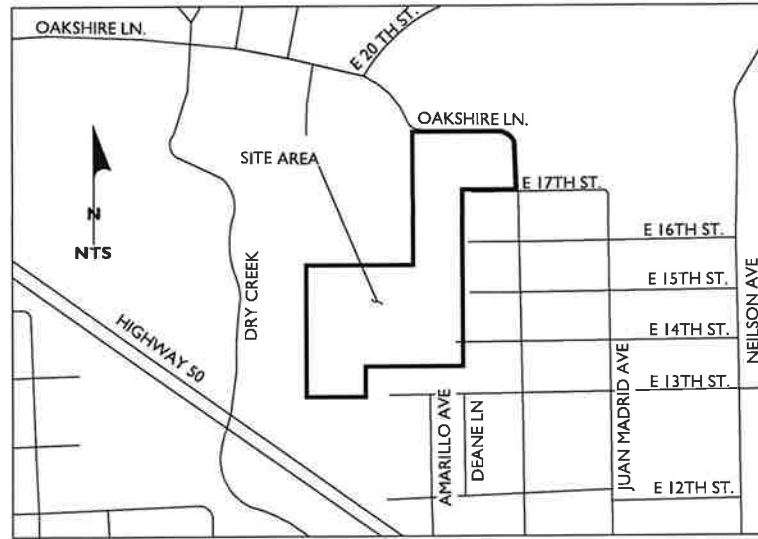
BY
 KITTLE PROPERTY GROUP, INC.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2025, BY KITTLE PROPERTY GROUP, INC. AN INDIANA CORPORATION

MY COMMISSION EXPIRES _____ MY ADDRESS IS _____

WITNESS MY HAND AND OFFICIAL SEAL _____

NOTARY PUBLIC



VICINITY MAP

SURVEYOR'S NOTES:

- KENSINGTON VANGUARD NATIONAL LAND SERVICES, LLC, TITLE REPORT NUMBER S162575-F-CO-CP-ND-A, DATED JUNE 22, 2024, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY, THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE REPORT.
- THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF PERSONS NAMED IN THE STATEMENT HEREON, SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
- LINEAL UNITS USED ARE U.S. SURVEY FEET.
- BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 LINE OF THE SUBJECT PROPERTY BEARING N01°16'53"W (ASSUMED), A DISTANCE OF 1318.89 FEET, MONUMENTED AS SHOWN HEREON.
- SUBJECT PROPERTY CONTAINS 617,510.73 SQ. FT. OR 14,176 ACRES, AS SURVEYED.
- SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP FOR PUEBLO COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 080101C0512D, REVISED AUGUST 15, 2019.
- 3 ROCKS ENGINEERING AND SURVEYING VISITED THE PUEBLO COUNTY CLERK AND RECORDER'S OFFICE ON FEBRUARY 7, 2025, TO SEARCH FOR A DOCUMENT REFERENCING THE VACATED BLOCK 6 OF JAMES ADDITION, HOWEVER, WE WERE UNABLE TO LOCATE BLOCK 6 AS RECORDED IN BOOK 18, PAGE 109.
- HORIZONTAL DATUM: THE SURVEY WAS PERFORMED UTILIZING GROUND COORDINATES SCALED TO GROUND FROM POINT NUMBER 100, WITHIN THE COLORADO SOUTH ZONE NAD83/ 2011 STATE PLANE COORDINATE SYSTEM, COMBINED SCALE FACTOR=0.9997541917831, 0.00245868654.
- DOUBLE MONUMENTATION EXISTS AT THE SOUTHEAST CORNER OF LOT 1, VA VENTURE SUBDIVISION, MONUMENT NO. 12 ACCEPTED. SEE DETAIL "A".
- 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 SURVEYOR'S STATEMENT SHOWN HEREON.

IMPROVEMENT CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. _____ OF SECTION 12-4-7- (j)(1) AND WITH SECTION 12-4-5 (b), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

DIRECTOR OF PUBLIC WORKS

DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF COMPASS POINTE SUBDIVISION HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

DATE:

CITY CLERK

NOTICE :

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS 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

SURVEYOR'S STATEMENT:

I, MILES SMALL, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING, I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS, CITY OF PUEBLO AND PUEBLO COUNTY.

PRELIMINARY

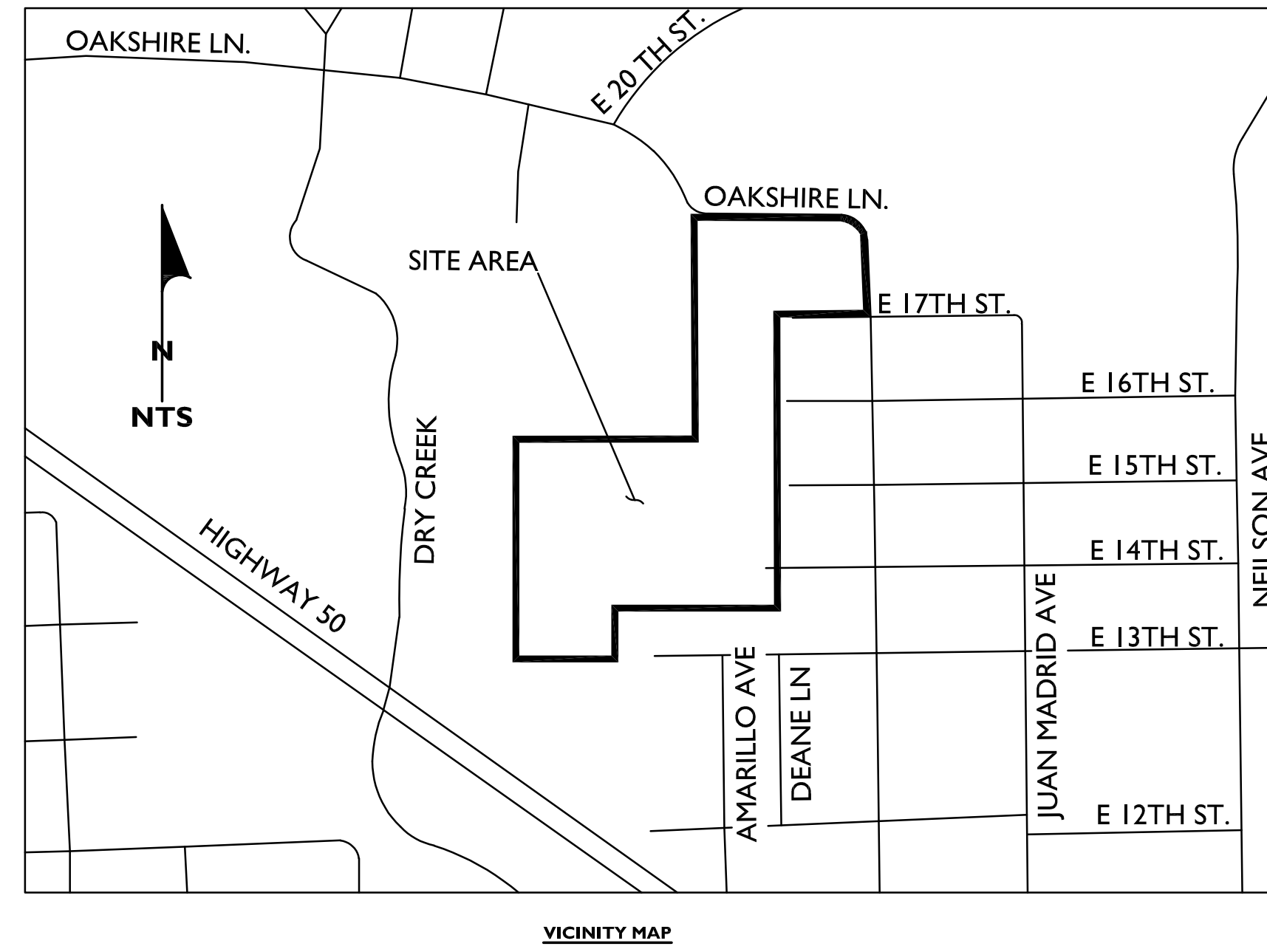
MILES SMALL
 COLORADO P.L.S. #38794
 3 ROCKS ENGINEERING AND SURVEYING, LLC
 430 MAIN ST CANON CITY, CO
 PHONE: 719-430-5333

CURRENT OWNER MUST
 SIGN OR PROVIDE POWER
 OF ATTORNEY



SHEET:	1 OF 2
DATE:	03/24/2025
DRAWN BY:	DS
REVIEWED BY:	MS
PROJECT:	25.008

**COMPASS POINTE SUBDIVISION
LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF
SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.**



CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT THAT KITTLE PROPERTY GROUP, INC. AN INDIANA CORPORATION BEING SOLE OWNER(S) IN FEE SIMPLE, MORTGAGEE OR LIENHOLDER OF ALL THAT REAL PROPERTY SITUATED IN PUEBLO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

ALL OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; EXCEPT THE SOUTH 80 FEET CONVEYED TO PUEBLO, A MUNICIPAL CORPORATION, IN INSTRUMENT RECORDED AUGUST 23, 1967 IN BOOK 1620 AT PAGE 675, THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE NORTH 280 FEET OF THE WEST 257.5 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, EXCEPT THAT PORTION NOW PLATTED AS SAGEBRUSH HEIGHTS SUBDIVISION, 2ND FILING, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING 617,510.73 SQ. FT. OR 14.176 ACRES, ACRES MORE OR LESS AS SURVEYED;

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOT 1 AS SHOWN ON THIS FINAL PLAT UNDER THE NAME AND STYLE OF COMPASS POINTE, A SUBDIVISION IN THE COUNTY OF PUEBLO; AND DOES HEREBY ACCEPT THE RESPONSIBILITY FOR THE COMPLETION OF REQUIRED IMPROVEMENTS; AND DOES HEREBY DEDICATE AND SET APART ALL OF THE PUBLIC ROADS AND OTHER PUBLIC IMPROVEMENTS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER; AND DOES HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE CREATED AS EASEMENTS ON THE ACCOMPANYING PLAT TO THE PUBLIC FOREVER AS EASEMENTS FOR THE PURPOSES SHOWN HEREIN, UNLESS OTHERWISE EXPRESSLY PROVIDED THEREON; AND DOES HEREBY GRANT THE RIGHT TO INSTALL AND MAINTAIN NECESSARY STRUCTURES TO THE ENTITY RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

EXECUTED THIS ____ DAY OF _____, A.D., 2025.

OWNER
ADDRESS:

MORTGAGEE OR LIENHOLDER
TITLE
ADDRESS:

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D. 20____,
BY _____

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

IN WITNESS WHEREOF, _____ OF _____, PUEBLO, COLORADO HAS SUBSCRIBED THEIR NAME:

THIS ____ DAY OF _____ 202__

BY _____
KITTLE PROPERTY GROUP, INC.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____ 2025, BY KITTLE PROPERTY GROUP, INC. AN INDIANA CORPORATION

MY COMMISSION EXPIRES _____, MY ADDRESS IS _____

WITNESS MY HAND AND OFFICIAL SEAL. _____

NOTARY PUBLIC

SURVEYOR'S NOTES:

1. KENSINGTON VANGUARD NATIONAL LAND SERVICES, LLC, TITLE REPORT NUMBER 5162575-F-CO-CP-IND-A, DATED JUNE 22, 2024, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE REPORT.
2. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF PERSONS NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
3. LINEAL UNITS USED ARE U.S. SURVEY FEET.
4. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 LINE OF THE SUBJECT PROPERTY BEARING N01°16'53"W (ASSUMED), A DISTANCE OF 1318.89' FEET, MONUMENTED AS SHOWN HEREON.
5. SUBJECT PROPERTY CONTAINS 617,510.73 SQ. FT. OR 14.176 ACRES, AS SURVEYED.
6. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP FOR PUEBLO COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 080101C0512D, REVISED AUGUST 15, 2019.
7. 3 ROCKS ENGINEERING AND SURVEYING VISITED THE PUEBLO COUNTY CLERK AND RECORDER'S OFFICE ON FEBRUARY 7, 2025, TO SEARCH FOR A DOCUMENT REFERENCING THE VACATED BLOCK 6 OF JAMES ADDITION. HOWEVER, WE WERE UNABLE TO LOCATE BLOCK 6 AS RECORDED IN BOOK 18, PAGE 109.
8. HORIZONTAL DATUM: THE SURVEY WAS PERFORMED UTILIZING GROUND COORDINATES SCALED TO GROUND FROM POINT NUMBER 100, WITHIN THE COLORADO SOUTH ZONE NAD83/ 2011 STATE PLANE COORDINATE SYSTEM. COMBINED SCALE FACTOR=0.999754191783/1.000245868654.
9. DOUBLE MONUMENTATION EXISTS AT THE SOUTHEAST CORNER OF LOT 1, VA VENTURE SUBDIVISION. MONUMENT NO. 12 ACCEPTED. SEE DETAIL "A".
10. 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 SURVEYOR'S STATEMENT SHOWN HEREON.

IMPROVEMENT CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. _____ OF SECTION 12-4-7- (J)(1) AND WITH SECTION 12-4-5 (b), OF THE 1971

CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

DIRECTOR OF PUBLIC WORKS

DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF COMPASS POINTE SUBDIVISION HAS BEEN

APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

DATE: _____

CITY CLERK

NOTICE :

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS 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

SURVEYOR'S STATEMENT:

I, MILES SMALL, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS, CITY OF PUEBLO AND PUEBLO COUNTY.

PRELIMINARY

MILES SMALL
COLORADO P.L.S. #38794
3 ROCKS ENGINEERING AND SURVEYING, LLC
430 MAIN ST CANON CITY, CO
PHONE: 719-430-5333



SHEET:
1 OF 2

DATE: 03/24/2025

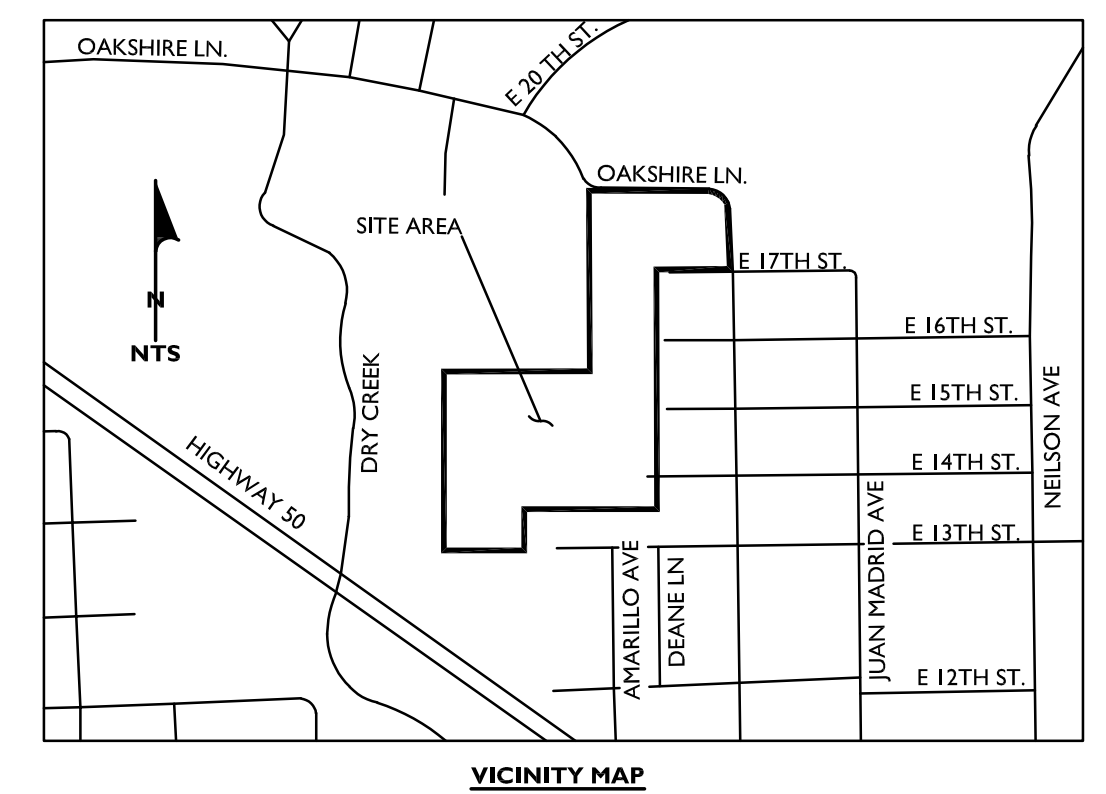
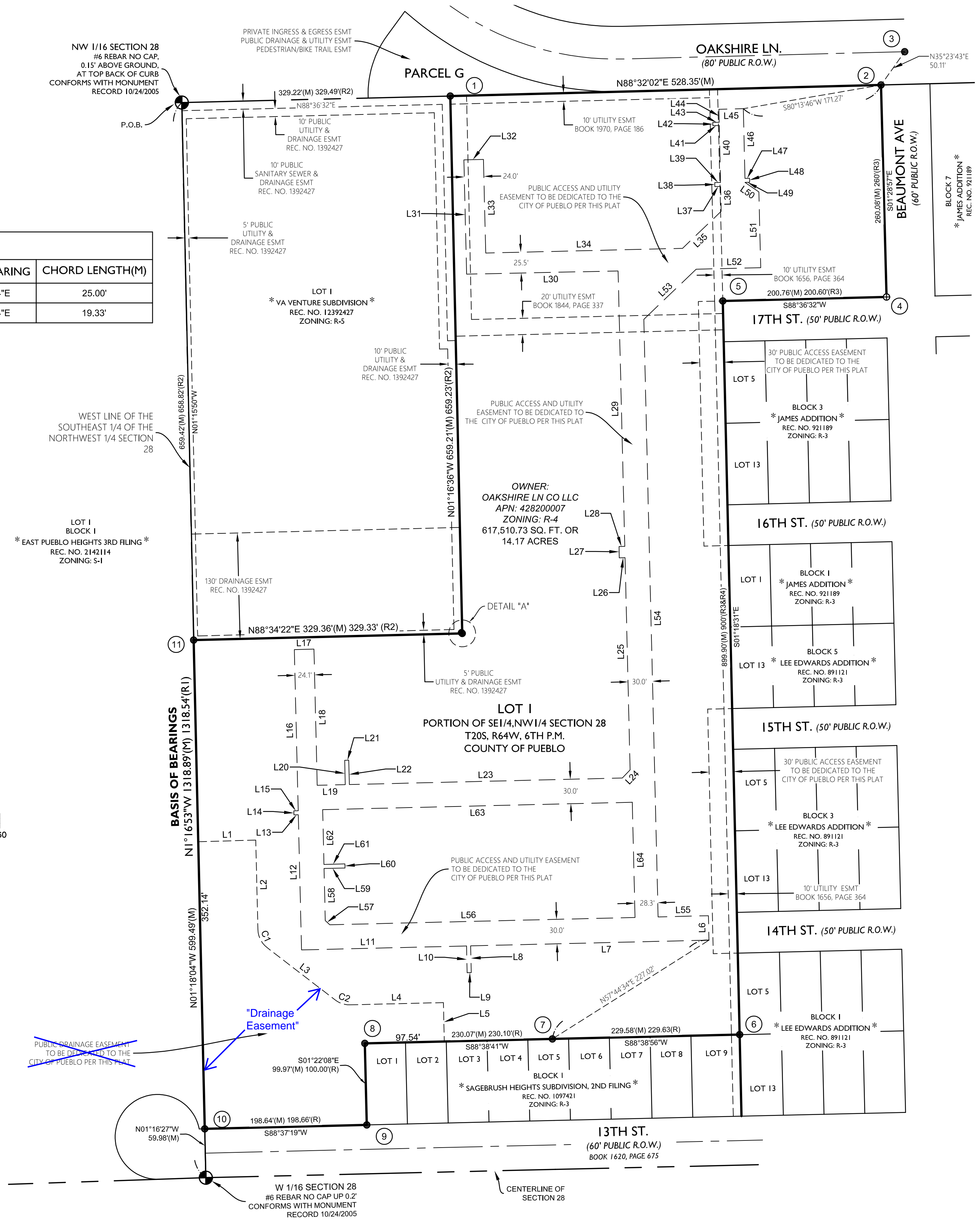
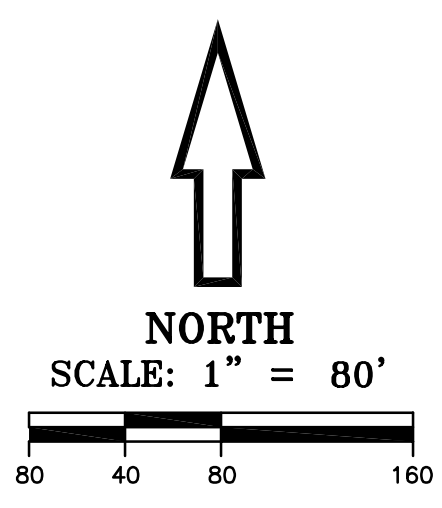
DRAWN BY: DS
REVIEWED BY: MS

PROJECT: 25.005

COMPASS POINTE SUBDIVISION
 LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF
 SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

LINE TABLE		
LINE #	BEARING	DISTANCE(M)
L1	N88°23'19"E	70.44'
L2	S1°22'26"E	109.63'
L3	S52°26'03"E	105.18'
L4	N88°37'34"E	114.38'
L5	S1°22'26"E	47.74'
L6	N1°18'31"W	30.00'
L7	N88°37'35"E	292.30'
L8	N1°16'49"W	32.76'
L9	N88°37'35"E	5.00'
L10	S1°16'49"E	32.77'
L11	N88°37'35"E	202.40'
L12	S1°21'05"E	165.77'
L13	N88°39'05"E	5.41'
L14	S1°20'55"E	5.00'
L15	S88°39'05"W	5.41'
L16	S1°22'51"E	197.65'
L17	S88°34'22"W	24.07'
L18	N1°22'10"W	167.09'
L19	S88°37'50"W	34.40'
L20	S1°22'24"E	29.88'
L21	S88°37'36"W	5.00'
L22	N1°22'24"W	29.88'
L23	S88°37'50"W	334.81'
L24	S43°31'36"W	13.82'
L25	S1°22'12"E	260.27'
L26	N88°37'48"E	7.04'
L27	S1°22'12"E	13.88'
L28	S88°37'48"W	7.04'
L29	S1°23'26"E	337.87'
L30	N88°47'23"E	185.74'
L31	S1°22'26"E	140.15'
L32	S88°37'34"W	24.00'
L33	N1°22'26"W	114.83'
L34	S88°37'34"W	241.42'
L35	S46°11'55"W	65.62'
L36	S1°16'40"E	30.39'
L37	N88°37'34"E	7.06'
L38	S1°22'26"E	5.00'
L39	S88°37'34"W	7.07'
L40	S1°16'40"E	69.86'
L41	N88°43'24"E	7.80'
L42	S1°16'36"E	4.00'
L43	S88°43'24"W	7.80'
L44	S1°16'40"E	15.85'
L45	S88°32'02"W	30.00'
L46	N1°16'40"W	85.40'
L47	S88°56'22"W	5.66'
L48	N1°16'40"W	5.00'
L49	N88°43'20"E	5.66'
L50	N55°32'20"W	20.65'
L51	N1°21'07"W	92.91'
L52	N88°37'36"E	79.18'
L53	N46°11'55"E	88.84'
L54	N1°22'15"W	733.05'
L55	S88°37'35"W	61.67'
L56	S88°37'35"W	374.35'
L57	N46°29'04"W	7.61'
L58	N1°20'55"W	63.79'
L59	N88°37'34"E	25.75'
L60	N1°22'26"W	5.00'
L61	S88°37'34"W	25.75'
L62	N1°20'55"W	67.19'
L63	N88°37'50"E	379.69'
L64	S1°22'20"E	141.33'

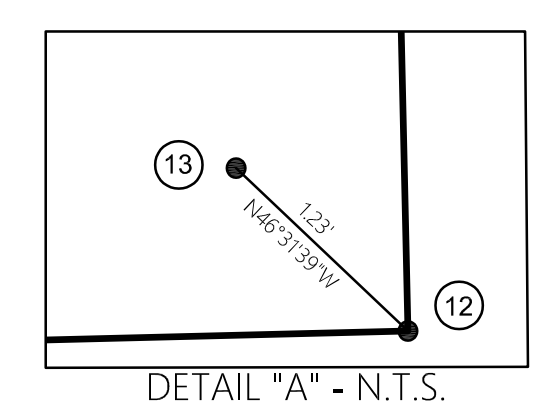
CURVE TABLE					
CURVE #	LENGTH(M)	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH(M)
C1	25.84'	29.00'	51°03'36"	S26°54'14"E	25.00'
C2	19.71'	29.00'	38°56'24"	S71°54'14"E	19.33'



COORDINATES TABLE		
POINT #	GROUND	GRID
1	X=3,268,411.819 Y=1,590,321.331	X=3,268,411.756 Y=1,590,321.104
2	X=3,268,939.998 Y=1,590,334.850	X=3,268,939.804 Y=1,590,334.619
6	X=3,268,766.575 Y=1,589,170.318	X=3,268,766.425 Y=1,589,170.374
10	X=3,268,110.856 Y=1,589,054.746	X=3,268,110.867 Y=1,589,054.830
100	X=3,268,155.163 Y=1,589,395.377	X=3,268,155.163 Y=1,589,395.377

LEGEND	
	FOUND MONUMENT AS NOTED
	FOUND SECTION MONUMENT AS NOTED
	SIGNAL SHOT ON CONCRETE
R.O.W.	RIGHT OF WAY
ESMT	EASEMENT
REC.	RECORDING
NO.	NUMBER
**	NOT A PART OF THIS SUBDIVISION
(M)	MEASURED DISTANCE
(R)	SAGEBRUSH HEIGHTS SUB 2ND FILING, REC. NO. 1097421
(R1)	EAST PUEBLO HEIGHTS, 3RD FILING, REC. NO. 2142114
(R2)	VA VENTURE SUBDIVISION, REC. NO. 1392427
(R3)	JAMES ADDITION, REC. NO. 921189
(R4)	LEE EDWARDS ADDITION, REC. NO. 891121

MONUMENT TABLE	
POINT #	MONUMENT DESCRIPTION
1	#4 REBAR WITH YELLOW PLASTIC CAP STAMPED "PLS 301007" 0.15' BELOW GROUND
2	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
3	#4 REBAR WITH ALUMINUM CAP - STAMPED "LS 31925" INSIDE MONUMENT BOX
4	MONUMENT UNDER CONCRETE WALK - MEASURED SHOT WAS TAKEN AT TOP WITH BEST SIGNAL
5	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
6	1.5" ALUMINUM CAP FLUSH WITH GROUND
7	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
8	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
9	1.5" ALUMINUM CAP ILLEGIBLE, 0.6' BELOW SURFACE
10	#4 REBAR NO CAP, FLUSH WITH GROUND
11	#4 REBAR BENT, SHOT AT WHERE IT GOES IN, FLUSH TO GROUND
12	1.5" ALUMINUM CAP, 0.1' ABOVE GROUND
13	#3 REBAR, 0.3' ABOVE GROUND



3 ROCKS
ENGINEERING & SURVEYING

430 Main Street
Cañon City, CO 81212
719.430.5333
www.3rockengineering.com

SHEET: 2 OF 2

DATE: 03/24/2025

DRAWN BY: DS

REVIEWED BY: MS

PROJECT: 25.005



Stormwater Utility

MEMO

TO: Beritt Odom, Principal Planner
FROM: Noah Stamm, Drainage Engineer
DATE: March 14, 2025
SUBJECT: S-25-01 Compass Point Subdivision 1st submittal review

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

Color Code: Black = March 14 comments
Red = April 4 comments
(~~Crossed-out items~~ indicate they have been addressed.)

Part I Comments

1. See 1st redlined plat. See 2nd redlined plat.
2. ~~See 1st redlined drainage report. Preliminary drainage report is approved and will be further reviewed in Part II for final.~~
3. Provide a Stormwater Facility Maintenance Agreement per Pueblo Municipal Code 16.12.10.d. Fillable forms and guidance documents can be found here: <https://www.pueblo.us/2883/Forms>. This was not provided, and needs submitted for review.
4. Provide Supplemental map. Supplemental map is missing location and size of existing sanitary and storm sewers, location of existing buildings, watercourses, tree masses, and existing features which may affect the plat, and contour lines with contour intervals of 2' or less per subdivision review checklist part I.

Part II Comments

*Further comments will come in part II, these are just general comments

5. Provide an Erosion and Sediment Control Plan (ESCP) in accordance with "Erosion and Sediment Control Plan Guidance" found in Appendix C in the City of Pueblo Drainage Criteria Manual April 2023 if total land disturbance is between 1000 sf – 1 acre or Provide a Stormwater Management

Plan (SWMP) in accordance with “Stormwater Management Plan Guidance” found in Appendix D if total land disturbance is greater than **1 acre** or part of a larger common development.

6. Provide a project benchmark.
7. Provide revegetation and slope stabilization methods including planned seed mix.
8. All cut and fill slopes must comply with *City of Pueblo Drainage Criteria Manual April 2023* (Max 4H:1V).
9. Provide an Operations and Maintenance Manual (O & M) as required by the SFMA. Use the City of Pueblo’s standard O & M manual *Stormwater Facility O&M Manual, April 2023* in preparation. Additionally individual guideline sheets, maintenance forms, and inspection forms can be found here: <https://www.pueblo.us/2883/Forms>
10. Tracer wire is required on all stormwater pipes per Senate Bill 18-167. The bill requires that all new underground facilities, including laterals up to the structure or building being served, installed on or after August 8, 2018, must be electronically locatable when installed per section 9-1.5-103(10), C.R.S. Please add the details, provided on the City of Pueblo’s website to the construction documents. <https://www.pueblo.us/475/2023-Construction-Standards>
11. Show tracer wire access box locations and show symbol in legend.
12. Add this note on plans: **All stormwater facilities and BMPs located in City ROWs or tying into City stormwater system need to be inspected by City Stormwater personnel. Please contact inspector before construction. 719-553-2291 or 719-553-2285.**
13. After final approval of plans, provide an electronic copy of the Final Drainage Report and Drainage Plan, stamped, and signed by Engineer.
14. Slag may not be shown on the plans, but we include this note, so everyone is aware it is not allowed. Slag is not an acceptable material for parking or driving areas due to its toxic composition per The Colorado Department of Health and Environment Water Quality Division. It is not allowed anywhere on site.
15. Upon approval of the drainage report the engineer shall complete the online reporting requirements of new stormwater detention and infiltration facilities per CRS §37-92-602 (8). The facility is required to be reported and approved by the City prior to receiving a CO. The online portal can be found here: <https://maperture.digitaldataservices.com/gvh/?viewer=cswdif>
16. Provide a comment response to this memo.

March 25, 2025

The City Planning and Zoning Commission will hold a public hearing on request from **Jared Roberts, 3 Rocks Engineering and Surveying** for the approval of the following application:

S-25-01: Compass Point Subdivision: A subdivision of 14.17-acres into one multifamily residential lot. Generally located south of Oakshire Ln. and west of Beaumont Ave.

The Planning and Zoning Commission meeting will be held on April 9, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. 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: S-25-01

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 Compass Point 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.

March 25, 2025

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStreet	City	State	Zip
ALCON ELIZABETH	2629 E 14TH ST	PUEBLO	CO	81001-4744
ALGIEN JEANNINE G	2531 E 13TH ST	PUEBLO	CO	81001-4700
APODACA TINA M + C/O MARGIE PIERCE	27308 BRONCO DR	PUEBLO	CO	81006-9728
ARAGON RIKI L	2712 E 17TH ST	PUEBLO	CO	81001-4725
BLUEHORSESHOE TRUST	455 MACKENZIE AVE	CANON CIT	CO	81212-9334
CAMACHO JOYCE	2626 E 14TH ST	PUEBLO	CO	81001-4713
CLARO GONZALEZ ROSA E	2701 E 16TH ST	PUEBLO	CO	81001-4722
COLORADO BLUESKY ENTERPRISES INC	115 W 2ND ST	PUEBLO	CO	81003-3223
CONCIALDI EUSABIO RICHARD/CONCIALDI + COLALANCIA ANNA MARIE/COLALANCIA DONATO	1007 W ORMAN AVE	PUEBLO	CO	81004-1431
CONTRERAS DON R/CONTRERAS PATSY A	2517 E 13TH ST	PUEBLO	CO	81001-4700
CORDOVA PROPERTIES LLC	39 TERRACE DR	PUEBLO	CO	81001-1135
CRAIN WILLIAM J	2704 W 11TH ST	PUEBLO	CO	81003-1178
FERNANDEZ NATHAN P	1221 BEAUMONT AVE	PUEBLO	CO	81001-4728
FIGUEROA NORMA/FIGUEROA JUDITH MARR	2632 E 17TH ST	PUEBLO	CO	81001-4724
FRANK DAVID H/FRANK SHELLY A	2628 E 14TH ST	PUEBLO	CO	81001-4713
GONZALES CLAUDIO J	2713 E 16TH ST	PUEBLO	CO	81001-4722
GUZMAN ANNETTE BEVERLY/ RIVERA BENJ	3050 AVONDALE BLVD	AVONDALE	CO	81022-9767
HALO 21 HOLDINGS LLC	39 TERRACE DR	PUEBLO	CO	81001-1135
HERNANDEZ PRAXEDIS/HERNANDEZ DOMING	2618 E 13TH ST	PUEBLO	CO	81001-4711
HILL LOUISE C / RODRIGUEZ MICHAEL E	2705 E 16TH ST	PUEBLO	CO	81001-4722
JUAREZ NADINE	2630 E 16TH ST	PUEBLO	CO	81001-4721
KAJEWSKI SILVIA	PO BOX 21	LOUISVILLE	CO	80027-0021
LERMA JUAN/LERMA BERNADETTE	2627 E 14TH ST	PUEBLO	CO	81001-4744
LISCANO CARMEN	2802 HIGH ST	PUEBLO	CO	81003-1639
LOPEZ ROBERT JR	2630 E 17TH ST	PUEBLO	CO	81001-4724
LOPEZ TOMMY/LOPEZ SHIRLEY E	2710 E 17TH ST	PUEBLO	CO	81001-4725
LOVATO AUDILIA	2621 E 14TH ST	PUEBLO	CO	81001-4744
MADRID EMILIANO	2704 E 15TH ST	PUEBLO	CO	81001-4719
MARTINEZ RICHARD	1502 BEAUMONT AVE	PUEBLO	CO	81001-4738
MEDINA DONALD/MEDINA RELLA	2607 E 13TH ST	PUEBLO	CO	81001-4710
MEDINA JESSE THOMAS	2601 E 13TH ST	PUEBLO	CO	81001-4710
MILLER GARY	5260 DIAMOND DR	COLORADO	CO	80918-2418
MOLINA JESUS/MALINA MANUEL	2638 E 13TH ST	PUEBLO	CO	81001-4711
MONDRAGON ELMER/MONDRAGON NOBELLA	1250 AMARILLO AVE	PUEBLO	CO	81001-4773
MONTES MARIO	1021 SPRUCE ST	PUEBLO	CO	81004-2549
OAKSHIRE HILLS LLLP	1414 N SANTA FE AVE	PUEBLO	CO	81003-3732
OAKSHIRE LN CO LLC + C/O MORTIMER AND MIMI LEVITT FOUNDATION INC	1910 W SUNSET BLVD STE 600	LOS ANGELES	CA	90026-4990

PINO EVA ROSE	2645 E 13TH ST	PUEBLO	CO	81001-4710
RODRIGUEZ JOSE ANGEL ALATORRE/REYES	2709 E 16TH ST	PUEBLO	CO	81001-4722
RODRIGUEZ PEGGY L	2620 E 15TH ST	PUEBLO	CO	81001-4717
RUBIO FRANK SR/RUBIO MARTIN	2640 TOMAH PL	COLORADO	CO	80918-2031
SANDOVAL GLORIA C	2704 E 16TH ST	PUEBLO	CO	81001-4723
SAWA RUTH + SAWA CHRISTINE	2702 E 14TH ST	PUEBLO	CO	81001-4715
SCHOOL DIST NO 60 + BACA ELEMENTARY	315 W 11TH ST	PUEBLO	CO	81003-2804
SOTO VERONICA MOLINA/DIAZ JESUS MOL	1219 BEAUMONT AVE	PUEBLO	CO	81001-4728
SOUTHERN CO SFR LLC	3472 RESEARCH PKWY STE 104-303	COLORADO	CO	80920-1066
TAFOYA DAVID A/TAFOYA FRED/TAFOYA A	2626 E 15TH ST	PUEBLO	CO	81001-4717
TAFOYA TONY/TAFOYA CAROL JEAN/TAFOY + SALAS TINA MARIE	1302 BEAUMONT AVE	PUEBLO	CO	81001-4729
VA VENTURE PUEBLO LLC	1947 N WOODLAWN AVE	GRIFFITH	IN	46319-1047
VALENZUELA TORRES LUIS MARIO/VALENZ + VIGIL MARIA	2631 E 16TH ST	PUEBLO	CO	81001-4720
VIGIL ELI G	2624 E 14TH ST	PUEBLO	CO	81001-4713
VIGIL LOUIS T/VIGIL BARBARA M	1215 DEANE LN	PUEBLO	CO	81001-4732
VIGIL MARIA DEL REFUGIO	13 HADLEY RILL	PUEBLO	CO	81001-1719
VIGIL PETE A/VIGIL JUDY A	2637 E 13TH ST	PUEBLO	CO	81001-4710
VIGIL PETE A/VIGIL SYLVIA A	2704 E 17TH ST	PUEBLO	CO	81001-4725
VINCENT KENNETH Y K	2641 E 13TH ST	PUEBLO	CO	81001-4710



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 23, 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 DUTCH BROS. SUBDIVISION FILING NO. 1

SUMMARY:

The applicant is requesting to subdivide .702-acres into one lot to facilitate the development of a drive through coffee shop business.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property consists of .702-acres of developed land located at the northwest corner of the Santa Fe Drive and 13th Street. Dutch Bros., a national drive through coffee franchise development company is working with the property owners to subdivide the land into one large lot to facilitate the construction of one 1,025 square foot coffee building. The site currently consists of two parcels; parcels 0525414013 and 0525414012, which cover lots 1-6 inclusive, Block 7, County Addition (platted in 1879). The two parcels also include a segment of unsubdivided land on the eastern edge of the parcels along Santa Fe Avenue. This 55-foot wide north-south segment of unsubdivided property is the basis for requiring the overall site to be a new subdivision. Un-subdivided land is common along Township and Range section lines in portions of Pueblo along Santa Fe Avenue. The property functioned for decades as a used car lot, and the two existing small buildings (erected in 1955 and 1985) will be removed, and the site will be brought into compliance with landscaping, stormwater, parking and other city requirements through the commercial site plan review process. The developer will close all existing street access points except one access point along 14th Street and a small section of the alley. According to the proposed commercial site plan the site will have 14 parking spaces, for walk up customers, and stacking for up to 18 automobiles. Dutch Bros coffee shop drive through businesses are considered high traffic retail

restaurant and the applicant is working with the city traffic engineer to create a system to maximize drive through isle stacking (five required, 18 spaces provided) inside the site and minimize negative impacts to surrounding road network. The subdivision is within an existing developed section of the city and will not require a subdivision improvement agreement since all the utilities and improvements are already present.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 14, 2025 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be subdivided which will impede development of the site.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. S-25-02 Attachments

ORDINANCE NO. 10982

AN ORDINANCE APPROVING THE DUTCH BROS.
SUBDIVISION FILING NO. 1

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

SECTION 1.

The final plat of the Dutch Bros. Subdivision Filing No. 1, being a subdivision of land legally described as:

ALL OF LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 7, COUNTY ADDITION, RECORDED NOVEMBER 20, 1879 IN PLAT BOOK C AT PAGE 154, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOGETHER WITH PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF WEST 14TH STREET; THENCE N88°33'13"E ALONG SAID SOUTH LINE A DISTANCE OF 119.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH SANTA FE AVENUE; THENCE S01°25'23"E ALONG SAID WEST LINE A DISTANCE OF 255.82 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST 13TH STREET; THENCE S88°33'13"W ALONG SAID NORTH LINE A DISTANCE OF 119.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF A 16-FOOT ALLEY; THENCE N01°25'43"W ALONG SAID EAST LINE A DISTANCE OF 255.82 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 30,591 SQUARE FEET OR 0.702 ACRE, MORE OR LESS.

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 9, 2025.

Final adoption of Ordinance by City Council on June 23, 2025.

DocuSigned by:
Mark Duff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

Approved on 6/26/2025 | 11:12 AM 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]
7C02EBDFFC3D43C...

City Clerk

DUTCH BROS. SUBDIVISION – FILING NO. 1
WITHIN THE SW 1/4 SECTION 30, T20S, R64W OF THE 6TH P.M.
AND THE SE 1/4 SECTION 25, T20S, R65W OF THE 6TH P.M.
CITY & COUNTY OF PUEBLO, STATE OF COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT 13TH & SANTE FE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

ALL OF LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 7, COUNTY ADDITION, RECORDED NOVEMBER 20, 1879 IN PLAT BOOK C AT PAGE 154, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOGETHER WITH PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF WEST 14TH STREET; THENCE N88°33'13"E ALONG SAID SOUTH LINE A DISTANCE OF 119.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH SANTA FE AVENUE; THENCE S01°25'23"E ALONG SAID WEST LINE A DISTANCE OF 255.82 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST 13TH STREET; THENCE S88°33'13"W ALONG SAID NORTH LINE A DISTANCE OF 119.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF A 16-FOOT ALLEY; THENCE N01°25'43"W ALONG SAID EAST LINE A DISTANCE OF 255.82 FEET TO THE POINT OF BEGINNING;

CONTAINING 30,591 SQUARE FEET OR 0.702 ACRE, MORE OR LESS.

HEREBY REQUEST A FINAL PLAT ACCORDING TO TITLE XII, CHAPTER 4, CODE OF ORDINANCES OF THE CITY OF PUEBLO TO CREATE LOT 1, DUTCH BROS. SUBDIVISION-FILING NO. 1, CONTAINING A CALCULATED AREA OF 0.702 ACRE, MORE OR LESS.

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

DOUG HUNTER _____ DATE _____
 13TH AND SANTA FE LLC, A COLORADO LIMITED LIABILITY COMPANY

STATE OF COLORADO)
)ss
 COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D. 20____, BY DOUG HUNTER OF 13TH AND SANTA FE LLC, A COLORADO LIMITED LIABILITY COMPAN

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____



VICINITY MAP

SCALE 1" = 1000'

NOTES:

- 1) THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE TWO PARCELS AND 6 LOTS INTO ONE PLATTED LOT.
- 2) FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-1226910-SA1, WITH A COMMITMENT DATE OF JULY 3, 2024, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
- 3) EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.
- 4) LINEAL UNITS USED ARE U.S. SURVEY FEET.
- 5) BASIS OF BEARINGS: THE NORTH LINE OF THE SUBJECT PROPERTY, BEARING N88°33'13"E (ASSUMED), A DISTANCE OF 119.59 FEET, MONUMENTED AS SHOWN HEREON.
- 6) ALL RIGHT-OF-WAY AND LOT AND BLOCK INFORMATION WAS TAKEN FROM THE AMENDED PLAT OF THE COUNTY ADDITION TO THE CITY OF PUEBLO, RECORDED NOVEMBER 20, 1879 IN PLAT BOOK C AT PAGE 154.
- 7) 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 SURVEYOR'S STATEMENT SHOWN HEREON.
- 8) PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2, THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.
- 9) THE PROPERTY IS RESPONSIBLE FOR MAINTENANCE AND RESTORATION OF SURFACE AMENITIES WITHIN EASEMENTS.

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. OF SECTION 12-4-7 (J)(1) AND WITH SECTION 12-4-5 (B), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

DIRECTOR OF PUBLIC WORKS _____ DATE _____

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

CHAIRPERSON PLANNING COMMISSION _____ DATE _____

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____ THIS IS TO CERTIFY THAT THE PLAT OF DUTCH BROS. SUBDIVISION-FILING NO. 1 HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

DATE: _____ CITY CLERK _____

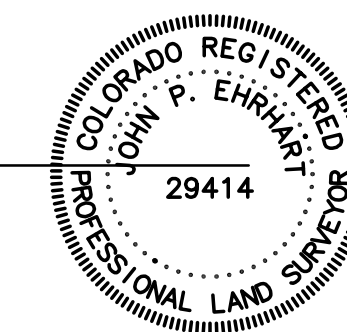
NOTICE PERTAINING TO ACCEPTANCE OF PUBLIC FACILITIES:

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS 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.

SURVEYOR'S CERTIFICATE:

I, JOHN P. EHRHART, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS FINAL PLAT, REPRESENTS A FIELD SURVEY COMPLETED BY ME AND/OR UNDER MY DIRECT SUPERVISION. BOTH CONFORM TO THE STANDARDS OF PRACTICE, STATUTES AND LAWS OF THE STATE OF COLORADO TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS STATEMENT IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

JOHN P. EHRHART
 COLORADO P.L.S. #29414
 EHRHART LAND SURVEYING, LLC
 PO BOX 930, ERIE, CO 80516
 PHONE: 303-828-3340



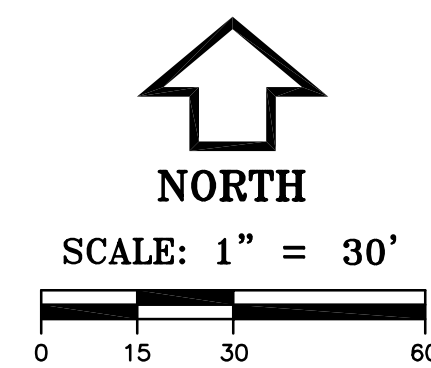
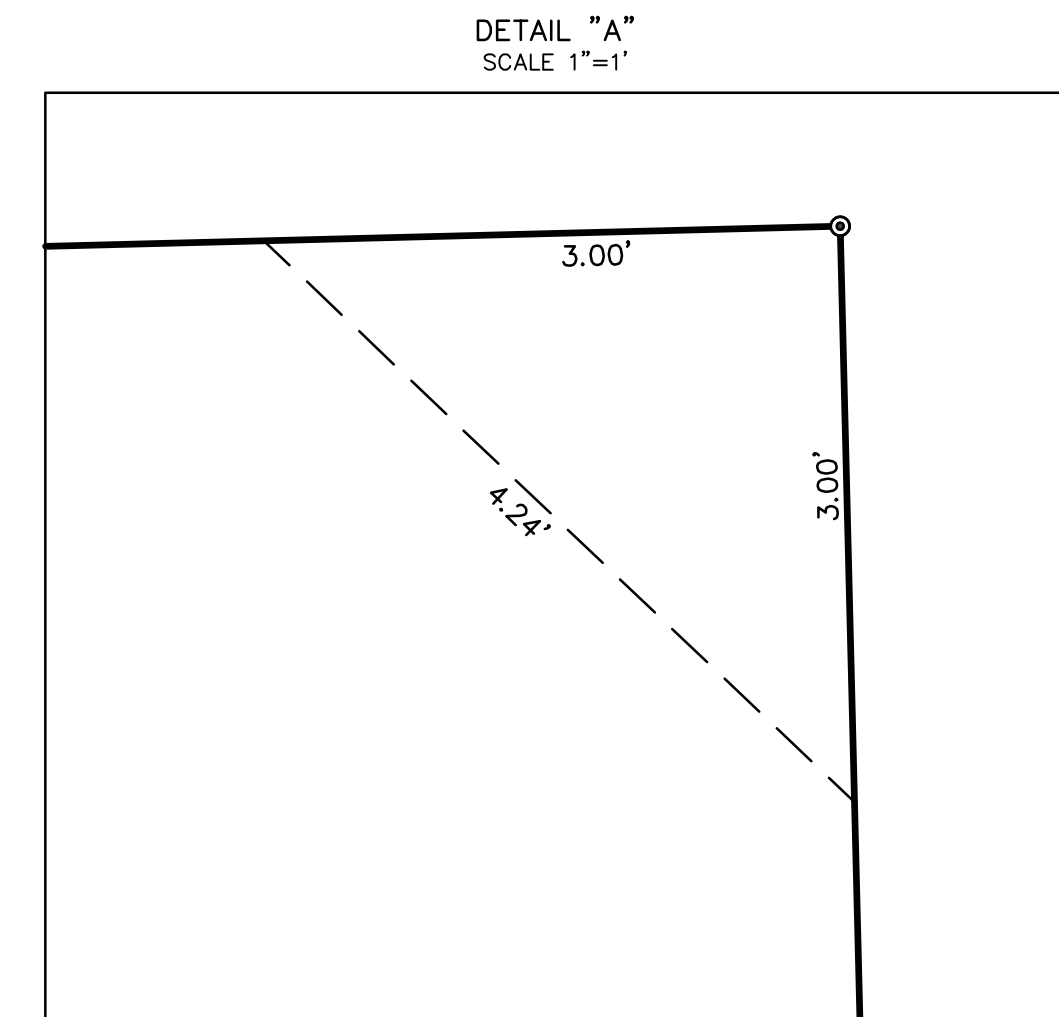
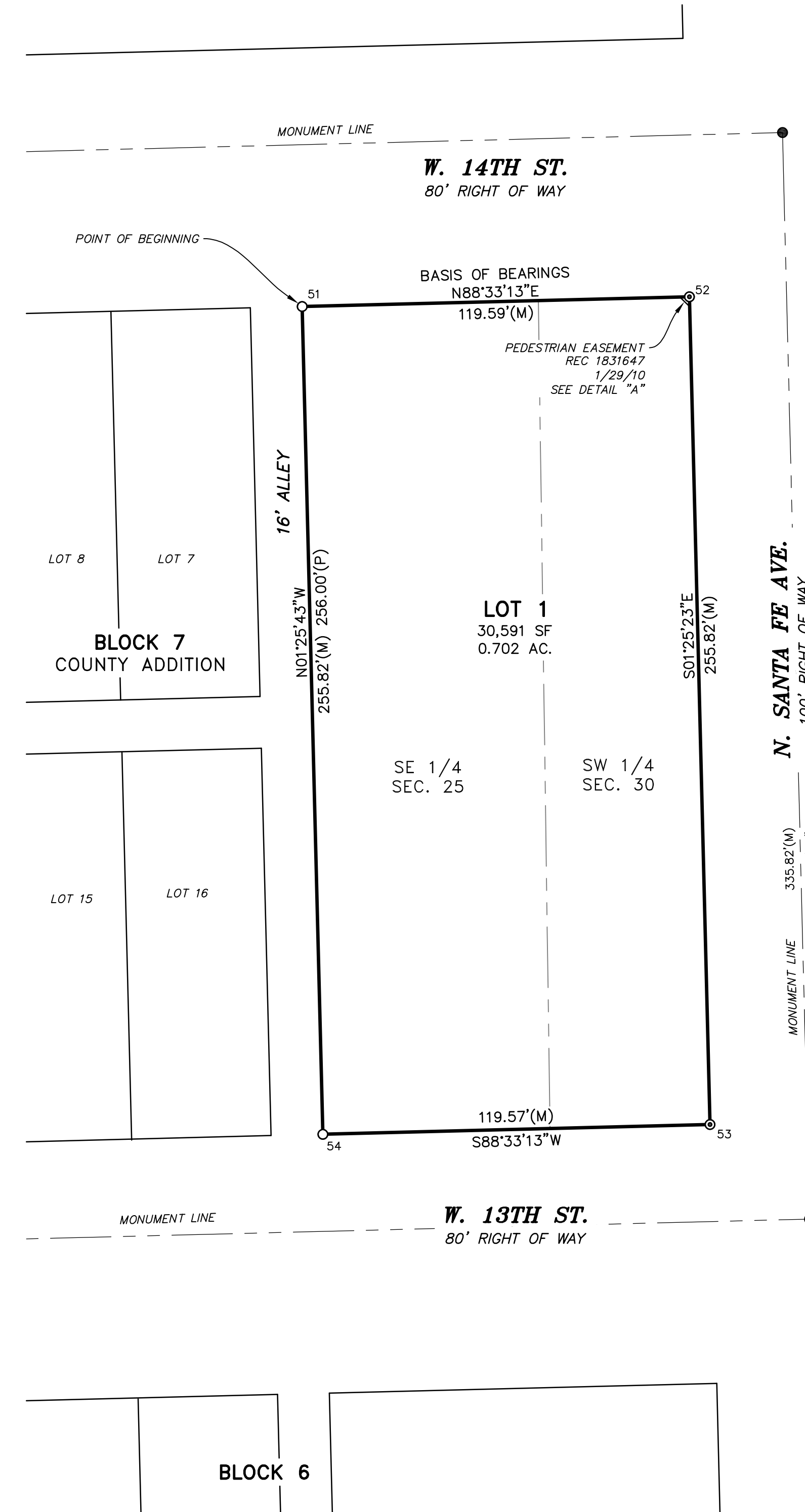
 P.O. Box 930 Erie, Colorado 80516, (303) 828-3340 www.coloradols.com	PAGE NO. 1 OF 2
	DATE: 5/1/25
	DRAWN BY: JPE
	PROJECT: S245297

DUTCH BROS. SUBDIVISION — FILING NO. 1

WITHIN THE SW 1/4 SECTION 30, T20S, R64W OF THE 6TH P.M.
 AND THE SE 1/4 SECTION 25, T20S, R65W OF THE 6TH P.M.
 CITY & COUNTY OF PUEBLO, STATE OF COLORADO

Point Table		
Point #	Northing	Easting
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COLORADO STATE PLANE SOUTH ZONE
 SCALE POINT
 N: 1588433.99, E: 3256230.34
 SCALE FACTOR: 0.99981649



LEGEND

- ⊙ FOUND NAIL & 1" BRASS DISK, PLS 29414
- FOUND NAIL & 1.5" BRASS DISK, EHRHART PLS 29414
- SURVEY MONUMENT BOX (SHOT CENTER, NO MONUMENT FOUND INSIDE) — UNLESS NOTED OTHERWISE
- (P) PLATTED DISTANCE
- (M) MEASURED DISTANCE

 P.O. Box 930 Erie, Colorado 80516, (303) 828-3340 www.coloradols.com	PAGE NO. 2 OF 2
	DATE: 5/1/25
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Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, May 14th, 2025 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present: Paul Willumstad, Board Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner, Paul Haley, Fire Inspector, and Helen Dupree, Transportation Analyst.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move GU-25-02 to #6 on the Public Hearing agenda, move CP-25-01 to #7 on the Public Hearing agenda, move Z-25-06 to #8 on the Public Hearing agenda, withdraw SUP-24-01 from the Public Hearing agenda, and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

2. S-25-02

Subdivision: Dutch Bros subdivision filing No 1 of .7-acres into one commercial lot. Generally located at the northwest corner of 13th Street and Santa Fe Avenue. Staff Report by Wade Broadhead, Sr. Planner

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

Commission Action: Bailey moved to recommend the subdivision application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 7-0



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-25-02 Dutch Bros. Subdivision – Filing No. 1

DATE: May 27, 2025

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Planning & Zoning Commission

Alexandar Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

S-25-02

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Senior Planner

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

DATE: May 14, 2025

SUBJECT: Dutch Bros. Subdivision Filing 1

APPLICANT: Sabrina Rushing, Barghausen Consulting Engineers, LLC

PROPERTY OWNER: CVP-Pueblo DB, LLC

LOCATION: 1301 N. Santa Fe Ave

EXISTING ZONE: B4, Central Business District

CONCURRENT REQUESTS: Commercial Site Plan Review, C-25-10

REQUEST:
 Sabrina Rushing of Barghausen and the property owners are requesting to subdivide .72 (30, 591 sq. ft.) acres into one lot to facilitate the development of drive through coffee shop business.

BACKGROUND AND ANALYSIS:

The subject property consists of .72 acres of developed land located at the northwest corner of the Santa Fe Drive and 13th Street. Dutch Bros., a national drive through coffee franchise development company is working with the property owners to subdivide the land into one large lot to facilitate the construction of one 1,025 sq ft coffee building

The site currently consists of two parcels; parcels 0525414013 and 0525414012, which cover lots 1-6 inclusive, Block 7, County Addition (platted in 1879). The two parcels also include a 55 ft wide a north-south segment of unsubdivided land on the eastern edge of the parcels along Santa Fe Ave., which required subdivision for the applicant. Un-subdivided land is common along Township and Range section lines in portions of Pueblo along Santa Fe Ave. The property functioned for decades as a used car lot, and the two existing small buildings (erected in 1955 and 1985) will be removed, and the site will be brought into compliance with landscaping, stormwater, parking and other city requirements through the commercial site plan review process. The developer will close all existing street access points except one access point along 14th street and a small section of the alley. According to the proposed commercial site plan the site will have 14 parking spaces, for walk up customers, and stacking for up to 18 automobiles. Dutch Bros coffee shop drive through businesses are considered high traffic retail restaurant and the applicant is working with the city traffic engineer to create a system to maximize drive through isle stacking (five required, 18 spaces provided) inside the site and minimize negative impacts to surrounding road network. The subdivision is in existing developed section of the city and will not require a subdivision improvement agreement since all the utilities and improvements are already present.

APPLICABLE REGULATIONS:

Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations; Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:

The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	Not Applicable.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	<ol style="list-style-type: none"> 1. Address minor comments of plat signature block as noted by Joe Martellaro, Associate Engineer II, annotated on the following document, "JM CommentsS245297S-Plat 042225" dated 4.23.2025: 2. Make minor labeling correction as noted by Sonia Mondragon in document redline plans titled "S245297Supplemental Map WW SM 2nd Sub signed." dated, April 29, 2025

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The subject property contains two small car lot management offices at the western side of the land, the entire site is paved with no landscaping.

❑ **Neighborhood Compatibility:**

- North B-4 and S-1, Central Business District, auto repair shops, single family houses and offices, and Governmental Use District high rise senior living facility
- East B-4, Central Business District, Pueblo County Coroner Office and Interstate 25 right of way
- South B-4, Central Business District, auto sales, single family houses, and offices. Some R-5 with single family houses and office, and multifamily housing.
- West R-5, Mixed Office and Residential Zone District, mortuary and a restaurant. And B-4, single family housing, office, and retail.

❑ **Comprehensive Plan Compliance:**

The Pueblo Regional Comprehensive Plan, 2022, designates the subdivision site as a Downtown Mixed Use for future land use planning activities.

According to the Comprehensive Plan, Downtown Mixed-Use land uses consist primarily of offices, retail, higher density residential, and public uses. Supporting land uses include cultural facilities, civic/governmental facilities, offices, light manufacturing, pocket parks, and other public space. Density varies by downtown district and historic context. According to the Comprehensive Plan, Opportunities for higher density development (20/du/acre) exist with appropriate transitions to lower intensity uses.

The proposed single lot subdivision will facilitate a franchise drive through retail coffee business and remove two aging buildings and upgrade the landscape and appearance of an older downtown site, creating a more viable development site for the future.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

□ **Minimum lot size and width:**

B-4 Mixed Residential Zone District Standards:

- Minimum Lot Width:
 - Required, 50-feet
 - The proposed lot has 255-feet of frontage along Santa Fe Ave Ln. and 115-feet along 13th and 14th street.
- Minimum Lot Area for a commercial business:
 - Required 5,000 sq. ft. for B-3 Zone District
 - The proposed lot is approximately 30, 591 sq. ft., which could accommodate a coffee drive through business, as well as stacking and parking

REFERRAL AGENCIES AND COMMENTS:

- City Public Works: Address minor comments of plat signature block as noted by Joe Martellaro, Associate Engineer II, annotated on the following document, “JM CommentsS245297S-Plat 042225 ” dated 4.23.2025City Transportation-Comment being addressed through commercial ste plan application C-25-10
- Pueblo Regional Building Department-No comment
- City Fire Department-no comment
- Pueblo Board of Water Works-no comment
- City Wastewater-Minor correction on supplementary plat in plan dated
- City Stormwater- Make minor labeling correction as noted by Sonia Mondragon in document redline plans titled “S245297Supplemental Map WW SM 2nd Sub signed.” dated, April 29, 2025
- City Parks and Recreation Department-no comment
- City GIS-No Comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-No comment.

ATTACHMENTS:

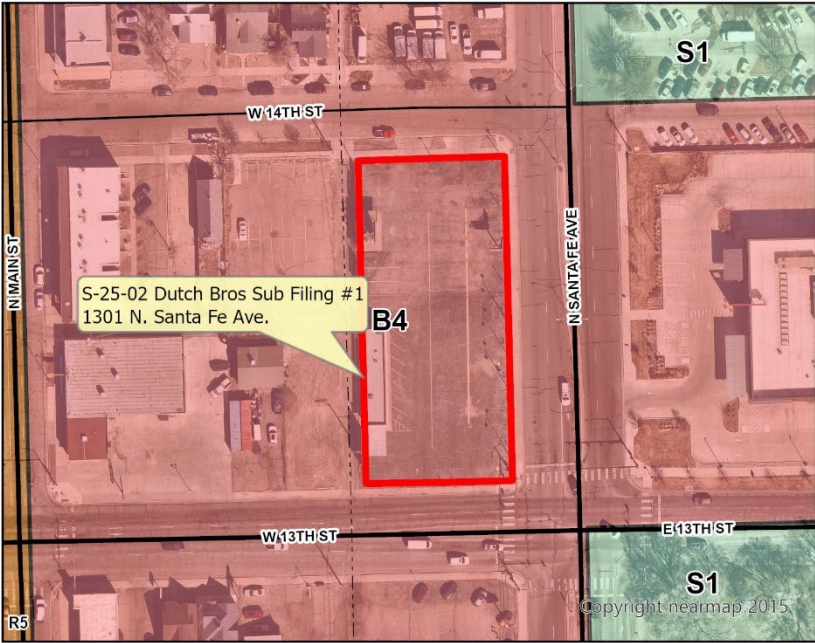
- A. Aerial Photograph

- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. SRC Memo May 7, 2025
- F. Plat
- G. Subdivision Application
- H. Site Plan
- I. Elevations
- J. Redline from Joe Martellaro titled JM CommentsS245297S-Plat 042225” dated 4.23.2025:
- K. Redlines from Sonia Mondragon titled S245297Supplemental Map WW SM 2nd Sub signed.” dated, April 29, 2025

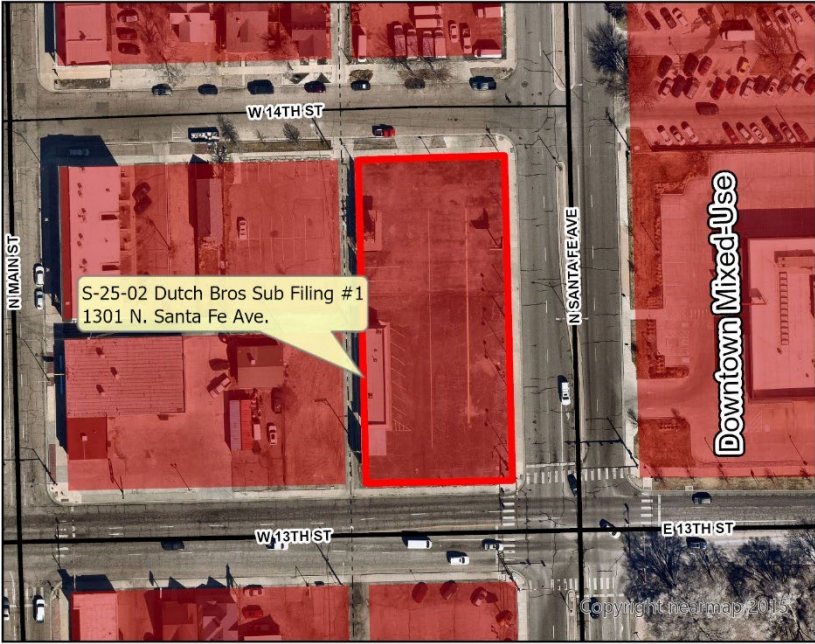
I.
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



Overview of the site looking north showing parking lot and older auto business building.



Overview of the site looking east showing parking area and edge of existing building.

Attachment D. Site Photos Continued



Proof of posting public notice photo along Santa Fe Avenue

Andrew Hayes
 Director Public Works
 Director
 Transportation Department
Steven Meier
 Director Parks & Recreation



Scott Hobson
 Acting Director Planning &
 Community Development
 Executive Secretary of
 Planning & Zoning
 Commission

MEMORANDUM

To: Planning and Zoning Commission
From: Subdivision Review Committee
Date: May 7, 2025
Subject: S-25-02, Dutch Bros. Subdivision 1st Filing

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the Subdivision be APPROVED with the following noted:

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	Not applicable.
Plat Deficiencies:	Not applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	<ul style="list-style-type: none"> a. Address minor comments of plat signature block as noted by Joe Martellaro, Associate Engineer II, annotated on the following document, “JM CommentsS245297S-Plat 042225” dated 4.23.2025: b. 2. Make minor labeling correction as noted by Sonia Mondragon in document redline plans titled “S245297Supplemental Map WW SM 2nd Sub signed.” dated, April 29, 2025

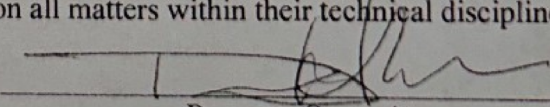
SUBDIVISION APPLICATION**Attachments: Subdivision Submittal Checklist - Part I** **Subdivision Submittal Checklist - Part II**

DATE OF APPLICATION:		
SUBDIVISION NAME: Block 7 County Addition Replat		
PROPERTY OWNER: 13th & Santa Fe, LLC - Doug Hunter		
ADDRESS: 1993 Vineyard Drive, Windsor, CO 80550		
TELEPHONE: 719-250-5200	FAX:	E-MAIL: 427doug@comcast.net
SUBDIVIDER (if different than property owner): CVP - Pueblo DB, LLC - Ryan Ramey		
ADDRESS: 2188 SW Park Place, Ste 100, Portland OR 97205		
TELEPHONE: 971-506-9878	FAX:	E-MAIL: ryan.ramey@cvpre.com
ENGINEERING FIRM: Barghausen Consulting Engineers, LLC		
ADDRESS: 18215 72nd Ave S, Kent, WA 98032		
TELEPHONE: 425-291-3776	FAX:	E-MAIL buy@barghausen.com
PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE: Anthony Merlino		P.E. # 60820
SURVEYING FIRM: Ehrhart Land Surveying, LLC		
ADDRESS: 77 Erie Village Sq, Erie, CO 80516		
TELEPHONE: 303-828-3340	FAX:	E-MAIL:
PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE: John P. Ehrhart		P.L.S. # 29414

A Master Development Plan must be approved by the Planning & Zoning Commission prior to the submission of a subdivision plat for any tract of land that constitutes a part of a larger tract of land owned or controlled by the Subdivider 12-4-5 (a)(1) Municipal Code.

If the proposed subdivision includes a Special Area Plan, the applicant must meet with the Subdivision Review Committee prior to submittal of an application for Subdivision.

I hereby certify that I am the owner or acting as agent for the owner pursuant to a valid Power of Attorney from the owner of the property affected by this application for subdivision, that the information contained in the application documents is true and correct to the best of my knowledge, and that the professional consultants identified herein are hereby authorized to act on my behalf on all matters within their technical discipline pertaining to this application.



Property Owner/Agent

DUTCH BROS. SUBDIVISION — FILING NO. 1

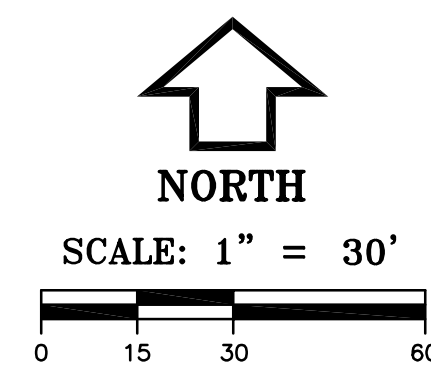
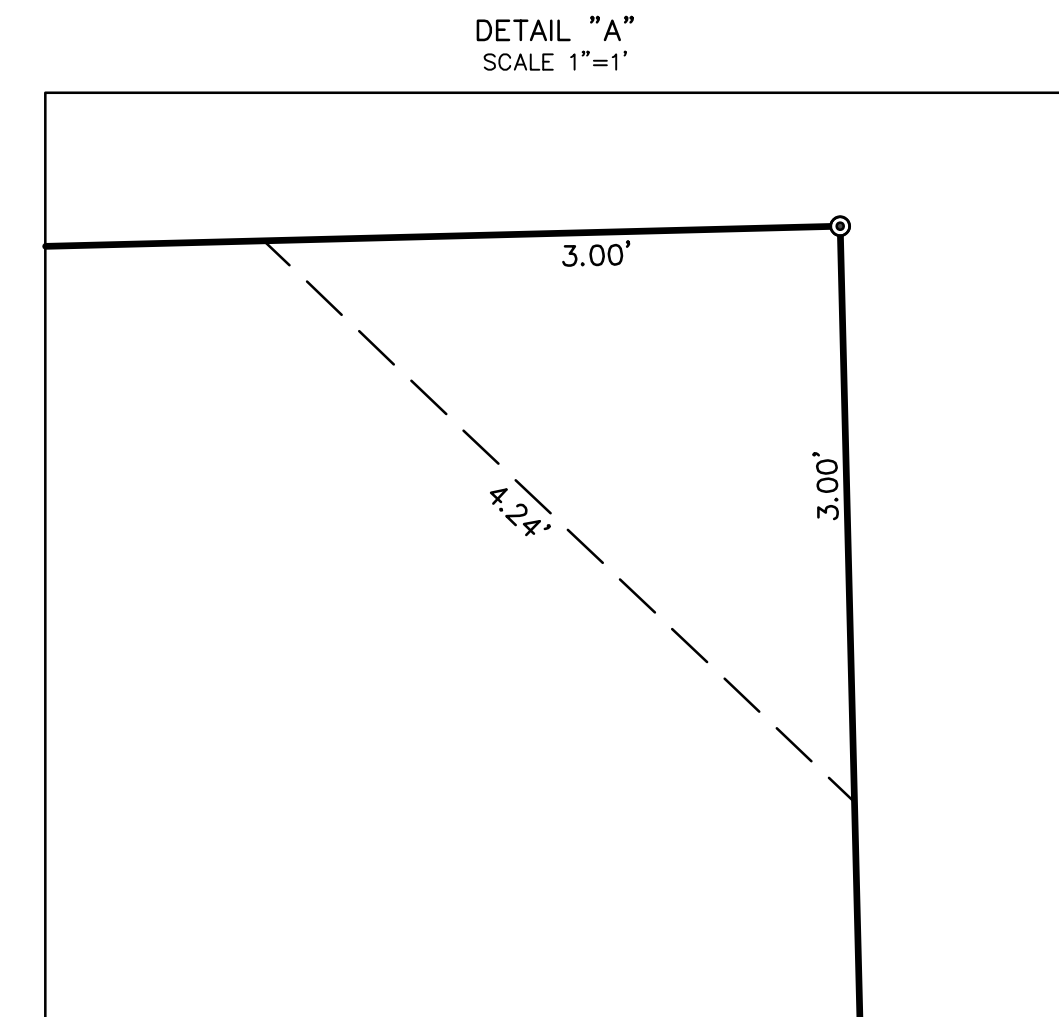
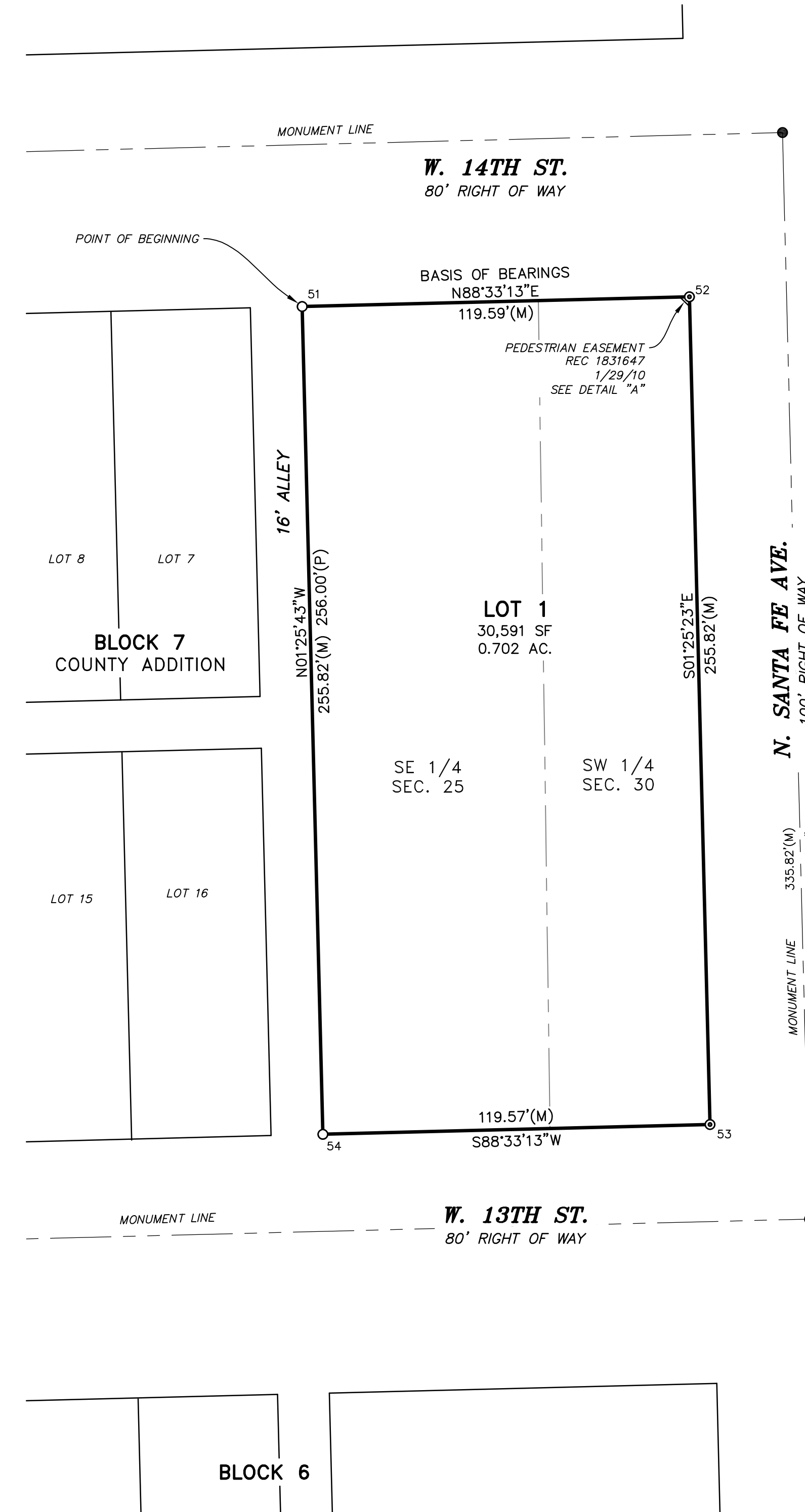
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COLORADO STATE PLANE SOUTH ZONE

SCALE POINT
N: 1588433.99, E: 3256230.34

SCALE FACTOR: 0.99981649



LEGEND

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- FOUND NAIL & 1.5" BRASS DISK, EHRHART PLS 29414
- SURVEY MONUMENT BOX (SHOT CENTER, NO MONUMENT FOUND INSIDE) — UNLESS NOTED OTHERWISE
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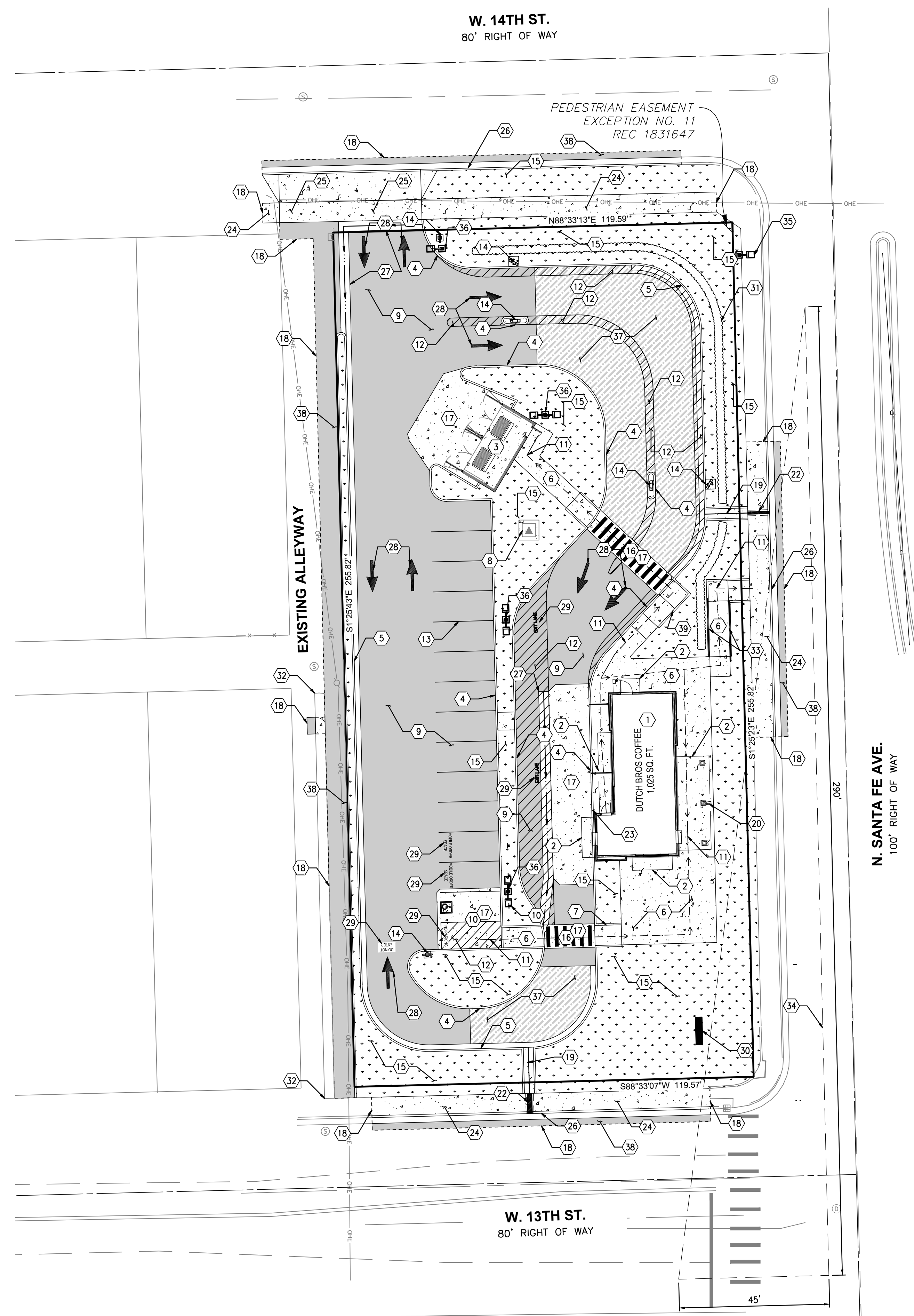
<p>EHRHART LAND SURVEYING</p> <p>P.O. Box 930 Erie, Colorado 80516, (303) 828-3340 www.coloradols.com</p>	PAGE NO. 2 OF 2
	DATE: 4/22/25
	DRAWN BY: JPE
	PROJECT: S245297

The name DUTCH BROS, and all associated logos, distinctive designs, content, information, and other materials featured, displayed, contained herein, and made available by Dutch Bros., including but not limited to, the "look and feel" of the establishments and products, all text, images, colors, configurations, graphics, designs, illustrations, photographs, and pictures (collectively, the "Materials") are owned by and/or licensed by DB Franchising USA, LLC and are protected by copyright, trademark, trade dress, patent, and/or other intellectual property rights and unfair competition laws under the United States and foreign laws.

DUTCH BROS COFFEE CO0607 - PUEBLO, CO

1301 N. SANTA FE AVE., PUEBLO, CO 81003

SITE PLAN



LOADING ZONE NOTE

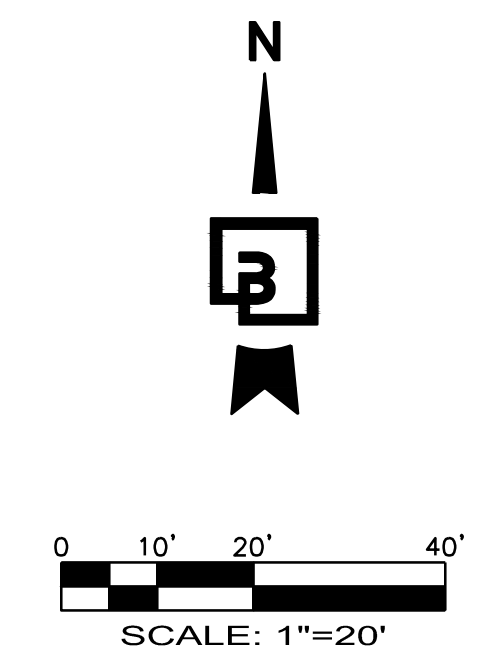
THE ALLEY IS TO BE USED FOR LOADING PURPOSES IN LIEU OF A 10' X 50' ON-SITE LOADING ZONE.

ACCESSIBLE PATH OF TRAVEL NOTE:

WALKWAYS ALONG ACCESSIBLE ROUTES OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, A MINIMUM 48" IN WIDTH, HAVE A MAXIMUM 1.5% CROSS SLOPE, AND SHALL HAVE RAMP COMPLIING WITH ADA STANDARDS (SECTION 405) WHERE NECESSARY TO CHANGE ELEVATION AT A LONGITUDINAL SLOPE EXCEEDING 5% (1:20). A CONTINUOUS 36" WIDE DETECTABLE WARNING STRIP MEETING ADA STANDARDS (SECTION 406.8) SHALL BE PLACED WHERE A WALK CROSSES OR ADJOINS A VEHICULAR WAY AND IS NOT SEPARATED BY A CURB, RAILING, OR OTHER ELEMENT MEETING ADA STANDARDS.

CONSTRUCTION NOTES:

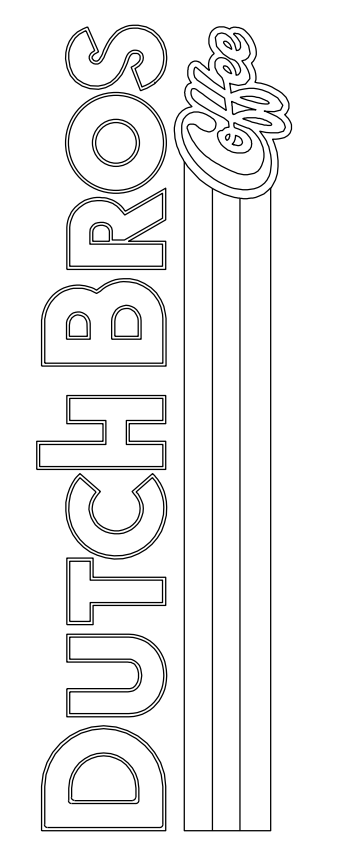
1. LOCATION OF DUTCH BROS COFFEE. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR ADDITIONAL INFORMATION.
2. LOCATION OF BUILDING CANOPY AND AWNINGS; REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR DETAILS.
3. LOCATION OF TRASH ENCLOSURE; REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR ADDITIONAL INFORMATION.
4. CONSTRUCT ON-SITE CONCRETE BARRIER CURB PER DETAIL 9/C5.0.
5. CONSTRUCT ON-SITE CONCRETE CURB AND GUTTER PER DETAIL 3/C5.0.
6. CONSTRUCT CONCRETE SIDEWALK; SECTION PER DETAIL 4/C5.2. ALL JOINTS PER DETAIL 3/C5.2.
7. ACCESSIBLE RAMP PER CITY OF PUEBLO STANDARD DRAWING SD8/C5.4.
8. PROPOSED TRANSFORMER WITH CONCRETE PAD. FINAL DESIGN PENDING PURVEYOR APPROVAL. REFERENCE C4.0 FOR ADDITIONAL DETAILS.
9. CONSTRUCT ASPHALT PAVEMENT, TYPICAL SECTION PER DETAIL 1/C5.0.
10. CONSTRUCT ACCESSIBLE SINGLE PARKING STALL PER DETAIL 1/C5.4 WITH ALL REQUIRED SIGNAGE. REFER TO DETAIL 5/C5.0 FOR INTERNATIONAL SYMBOL OF ACCESSIBILITY. REFER TO DETAIL 7/C5.0 FOR SIGN FOOTINGS.
11. ADA ACCESSIBLE PATH. SEE ACCESSIBLE PATH NOTE THIS SHEET.
12. PAINT 4" WIDE WHITE REFLECTIVE PAINT STRIPED AREA AS SHOWN, 24" O.C., 45° ANGLE, SAFETY WHITE, TYPICAL.
13. PAINT 4" WIDE WHITE REFLECTIVE PAINT PARKING STALL STRIPES, TYPICAL.
14. INSTALL SIGN WITH CONCRETE PAD (IF IN LANDSCAPED AREA MINIMUM SLOPE = 1%); DIMENSIONS PER PLAN. REFER TO SIGN PLANS FOR EXACT PLACEMENT AND FOR ADDITIONAL INFORMATION.
15. LANDSCAPING; REFER TO LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
16. PAINT CROSSWALK STRIPING: 4" WIDE WHITE REFLECTIVE PAINT STRIPED AREA AS SHOWN, 24" O.C., 45° ANGLE, SAFETY WHITE, TYPICAL.
17. CONSTRUCT ONSITE CONCRETE PAVING, TYPICAL SECTION PER DETAIL 2/C5.0.
18. APPROXIMATE LOCATION OF NEAT SAW CUT LINE. PROVIDE HOT TAR SEAL AT ALL ASPHALT JOINTS. GRADING MAY OCCUR CONCURRENT TO THE ADJACENT DEVELOPMENT. CONTRACTOR TO COORDINATE EDGE CONDITIONS WITH THE ADJACENT DEVELOPMENT.
19. CONSTRUCT CURB CUT AND CONCRETE FLUME PER DETAILS 11/C5.0 AND 1/C5.3. REFERENCE C3.0 AND C3.1 FOR ADDITIONAL DETAILS.
20. INSTALL SPLASH BLOCK PER 2/C5.3 AT COLUMN DOWNSPOUT.
21. NOT USED.
22. INSTALL SIDEWALK DRAIN PER CITY OF PUEBLO STANDARD DETAIL SD14/C5.2. REFERENCE C3.0 AND C3.1 FOR SIDEWALK DRAIN WIDTHS.
23. INSTALL BOLLARD PER 10/C5.0.
24. INSTALL PUBLIC SIDEWALK PER PUEBLO STANDARD DRAWING SD4/C5.4.
25. CONSTRUCT 7" PCC DRIVEWAY PER PUEBLO STANDARD DRAWING SD5/C5.4.
26. INSTALL PUBLIC CURB AND GUTTER PER PUEBLO STANDARD DRAWINGS SD3/C5.4.
27. CONSTRUCT VALLEY GUTTER PER 2/C5.2.
28. PAINT PAVEMENT MARKINGS PER 4/C5.0.
29. PAINT 12" HIGH LETTERING TO CDOT AND CITY OF PUEBLO STANDARDS.
30. INSTALL MONUMENT SIGN CONCRETE PAD WITH MINIMUM SLOPE = 1%; DIMENSIONS PER PLAN. REFER TO SIGN PLANS FOR EXACT PLACEMENT AND FOR ADDITIONAL INFORMATION.
31. INSTALL SCREENING HEDGE. REFERENCE LANDSCAPE DRAWINGS FOR ALL DETAILS.
32. EXISTING VALLEY GUTTER IN ALLEY.
33. INSTALL HANDRAIL PER 5/C5.2.
34. SIGHT TRIANGLE. 30 MPH POSTED SPEED LIMIT ON N. SANTA FE AVE. 290' LEG LENGTH PER AASHTO GREEN BOOK TABLE 9-9 (RIGHT TURN FROM STOP, 30 MPH SPEED LIMIT).
35. NEW STREET LIGHT AT THE CORNER OF 14TH AND SANTA FE. FINAL LOCATION AND DESIGN DETAILS CURRENTLY IN COORDINATION WITH PURVEYOR. DESIGN AND CONSTRUCTION DETAILS TO BE PROVIDED PRIOR TO ISSUANCE OF PERMITS.
36. PROPOSED SITE LIGHT. REFER TO ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR ALL DETAILS.
37. PROVIDE 2" GRIND AND OVERLAY OF EXISTING ASPHALT TO CITY STANDARDS. EXTENTS PER PLAN.
38. INSTALL ASPHALT PAVEMENT IN KIND WITH EXISTING R.O.W. ASPHALT, TO CITY OF PUEBLO STANDARDS.
39. INSTALL ACCESSIBLE CURB RAMP PER CITY OF PUEBLO STANDARD DRAWING SD7/C5.4.



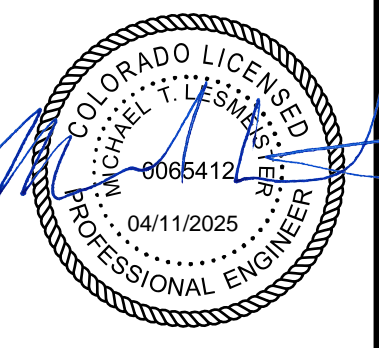
Know what's below.
Call before you dig.
Dial 811

No.	Date	By	Chd.	Appr.

Title:
SITE PLAN
1301 N. SANTA FE AVENUE
PUEBLO, CO

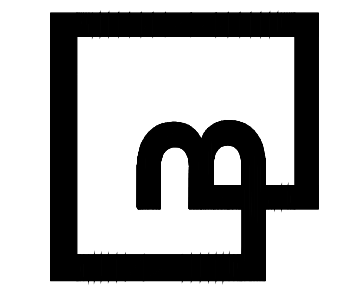


For:



Scale:	Horizontal	Vertical
	1" = 20'	N/A
Designed	BB	
Drawn	BB	
Checked	MTL	
Approved	MTL	
Date	4-11-25	

Barghausen Consulting Engineers, LLC.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222
barghausen.com



Job Number
23845

Sheet
C2.0

2019 DB
Franchising USA, LLC

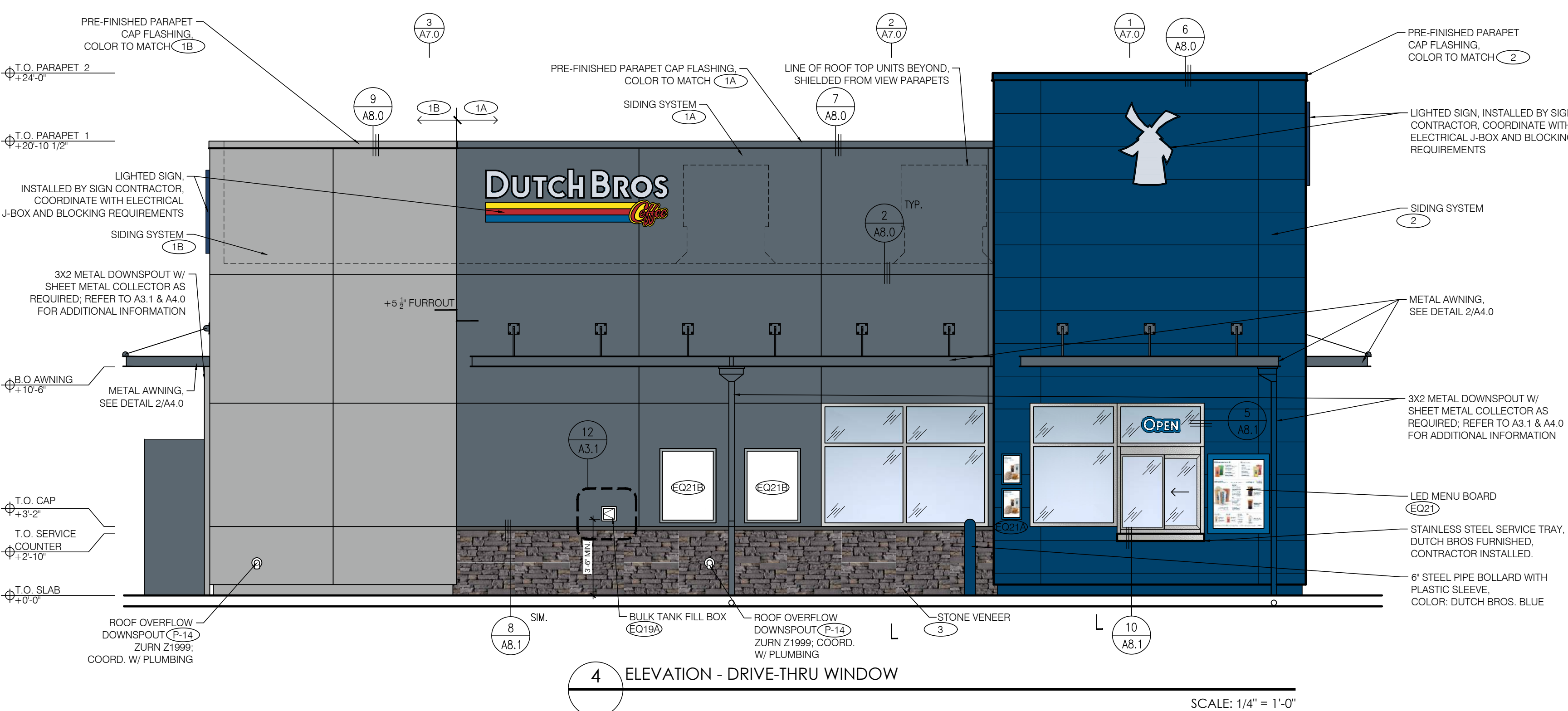
LEGEND	
BUILDING LINE	
EXISTING CURB TO REMAIN	
PROPOSED CURB	
PROPOSED LANDSCAPING	
EXTENTS OF 2" GRIND AND OVERLAY OF EXISTING ASPHALT	
PROPOSED ASPHALT	
PROPOSED CONCRETE	

The name DUTCH BROS. and all associated logos, distinctive designs, content, information, and other materials featured, displayed, contained herein, and made available by Dutch Bros., including but not limited to, the "lock and leaf" of the establishments and products, all text, images, colors, configurations, and/or other intellectual property rights and/or other intellectual property rights under the United States and foreign laws.

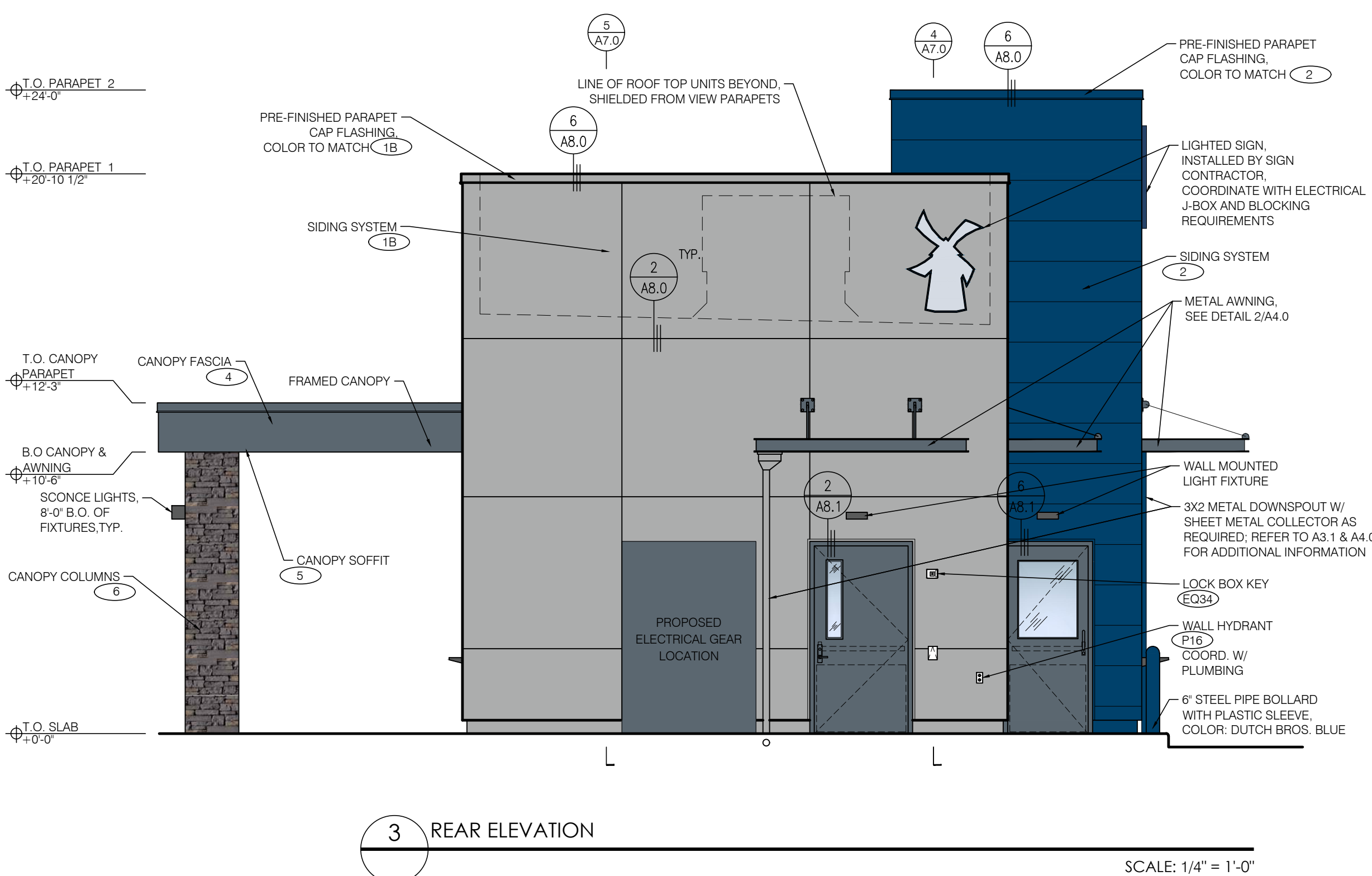
EXTERIOR FINISH SCHEDULE

ID TAG	MATERIAL	MANUFACTURER	MODEL	REMARKS
ZONE 1 (BODY)				
1A	EXTERIOR CEMENT PLASTER	SHERWIN WILLIAMS	8656-11295 - BLDG DB DARK GRAY	3-COAT SYSTEM W/ ACRYLIC MEDIUM SAND FINISH; REVEALS AS SHOWN
1B	EXTERIOR CEMENT PLASTER	SHERWIN WILLIAMS	8656-12046 - BLDG DB LIGHT GRAY	3-COAT SYSTEM W/ ACRYLIC MEDIUM SAND FINISH; REVEALS AS SHOWN
ZONE 2 (TOWER) (Z2)				
2	FIBER CEMENT SIDING	NICHIHA	ILLUMINATION, AWP 3030 W/ OPEN OUTSIDE CORNERS	FACTORY PAINTED BLDG DB BLUE; CAP FLASHING TO MATCH BLDG DB BLUE
ZONE 3 (3'-2" BASE)				
3	STONE VENEER	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	
	STONE VENEER SILL	ELDORADO STONE	SNAPPED EDGE WAINSCOT SILL; PEWTER	
ZONE 4 (FRAMED CANOPY)				
4	FASCIA	WESTERN STATES METAL ROOFING	T-GROOVE, 10"	3 SIDES; COLOR: BLDG DB DARK GRAY
5	SOFFIT	HEWN ELEMENTS	NATURAL NORTHWESTERN SPRUCE	1X6, T&G, 1/2" REVEAL
6	COLUMNS	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	

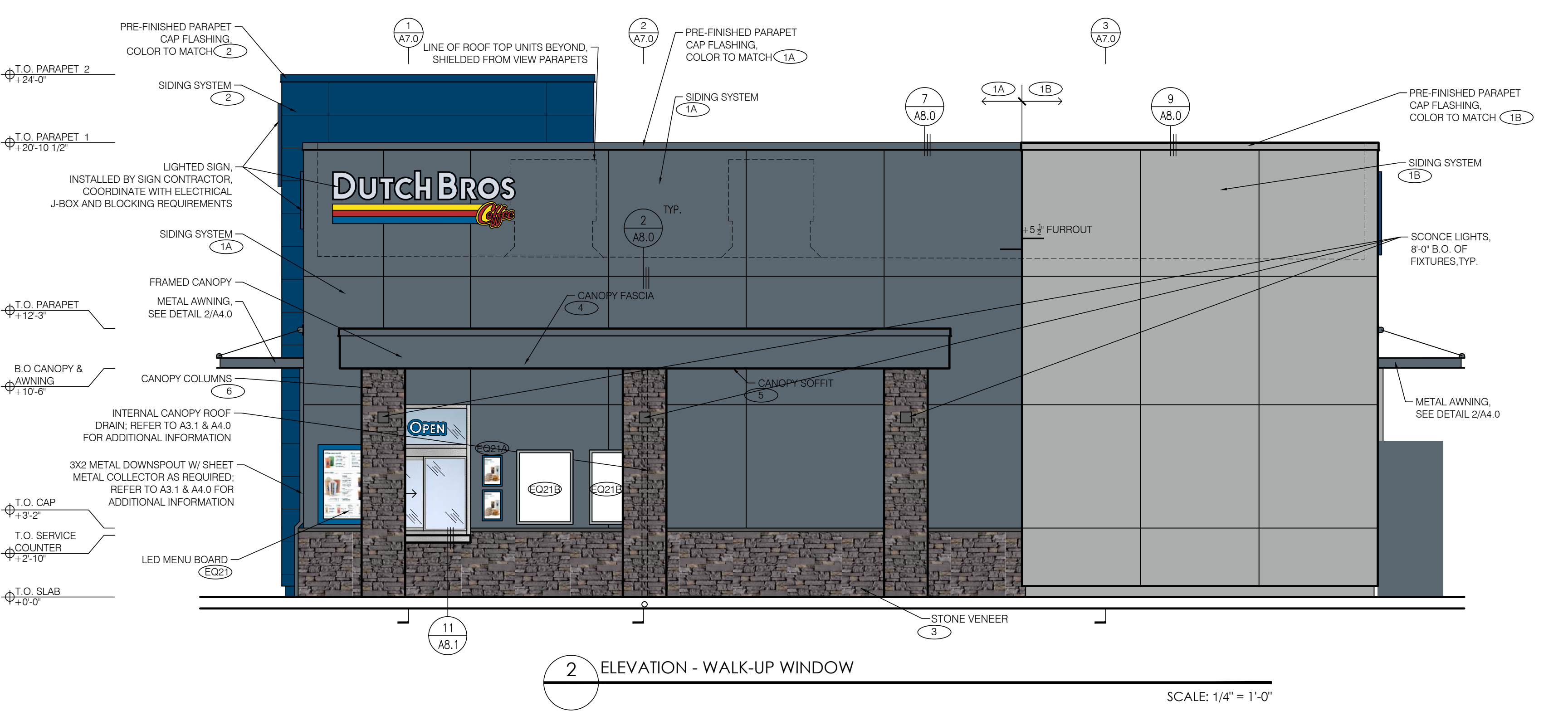
NOTE: EXTERIOR DOORS TO BE PAINTED PER A6.1



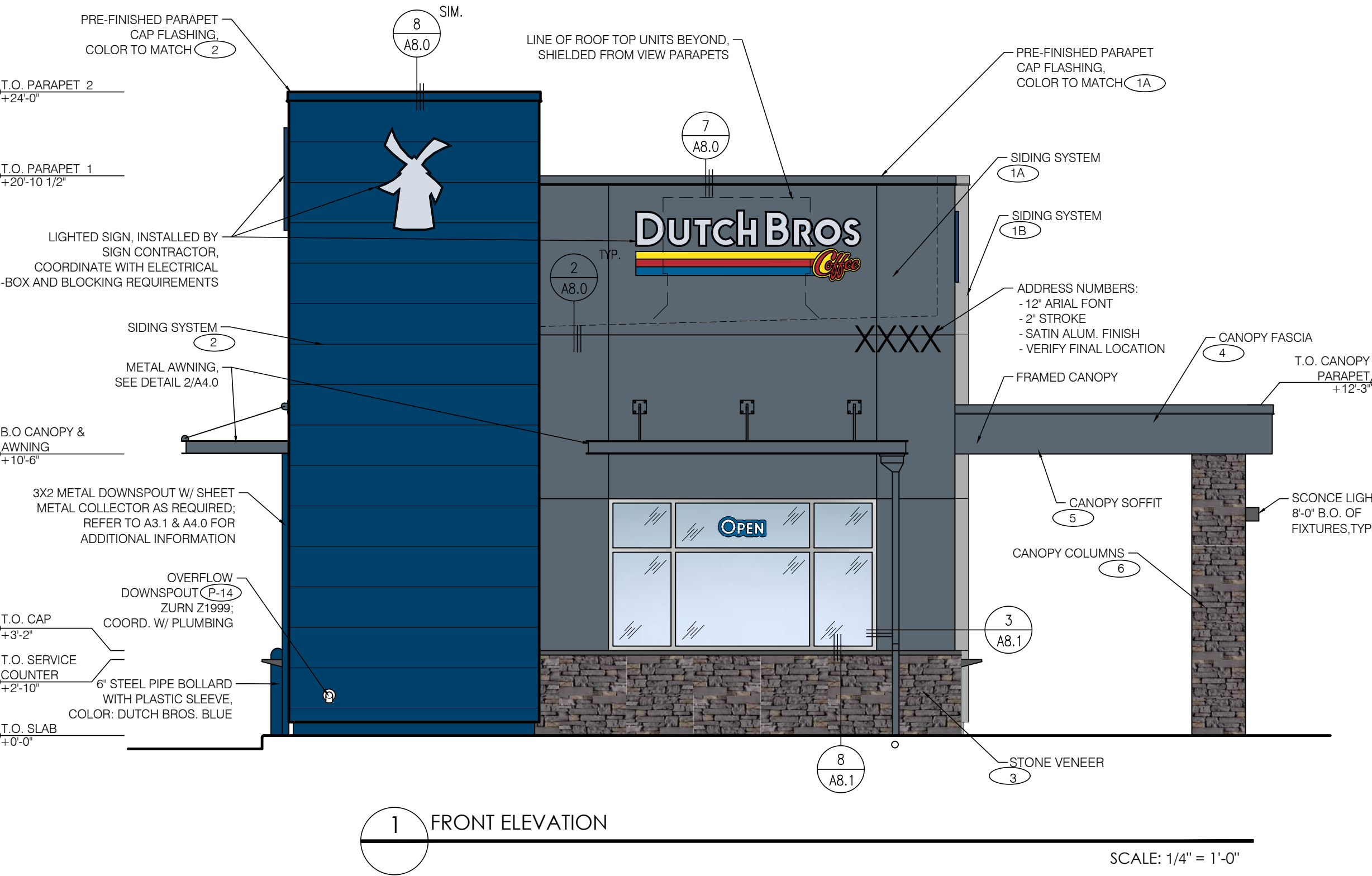
4 ELEVATION - DRIVE-THRU WINDOW
SCALE: 1/4" = 1'-0"



3 REAR ELEVATION
SCALE: 1/4" = 1'-0"



2 ELEVATION - WALK-UP WINDOW
SCALE: 1/4" = 1'-0"



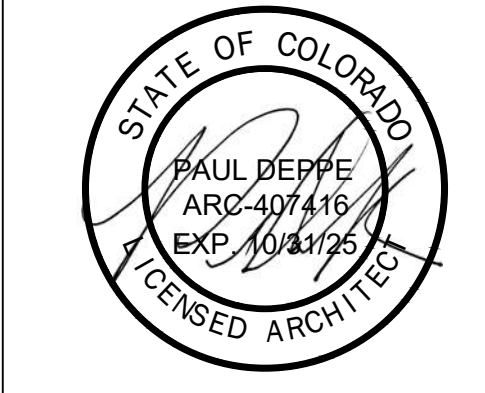
1 FRONT ELEVATION
SCALE: 1/4" = 1'-0"



ad
ARMET DAVIS NEWLOVE & ASSOCIATES, AIA ARCHITECTS

1330 OLYMPIC BLVD.
SANTA MONICA, CALIFORNIA 90404
PH 310 452-5533 FAX 310 450-4742

THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. RE-USE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH THE ARCHITECT WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THE RESTRICTIONS.



Project No: CO0607
Dutch Bros Coffee - New Freestanding Store
2450 - A1 PROTOTYPE
W. 13TH STREET & N. SANTA FE AVENUE
PUEBLO, CO 81003

DATE: 01/20/2025
REV: DATE: DESCRIPTION:

SHEET NAME:

BUILDING ELEVATIONS
COLOR

SHEET NUMBER:

A6.1

DUTCH BROS. SUBDIVISION – FILING NO. 1

WITHIN THE SW 1/4 SECTION 30, T20S, R64W OF THE 6TH P.M.
AND THE SE 1/4 SECTION 25, T20S, R65W OF THE 6TH P.M.
CITY & COUNTY OF PUEBLO, STATE OF COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT 13TH & SANTE FE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

ALL OF LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 7, COUNTY ADDITION, RECORDED NOVEMBER 20, 1879 IN PLAT BOOK C AT PAGE 154, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOGETHER WITH PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF WEST 14TH STREET; THENCE N88°33'13"E ALONG SAID SOUTH LINE A DISTANCE OF 119.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH SANTA FE AVENUE; THENCE S01°25'23"E ALONG SAID WEST LINE A DISTANCE OF 255.82 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST 13TH STREET; THENCE S88°33'13"W ALONG SAID NORTH LINE A DISTANCE OF 119.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF A 16-FOOT ALLEY; THENCE N01°25'43"W ALONG SAID EAST LINE A DISTANCE OF 255.82 FEET TO THE POINT OF BEGINNING;

CONTAINING 30,591 SQUARE FEET OR 0.702 ACRE, MORE OR LESS.

HEREBY REQUEST A FINAL PLAT ACCORDING TO THE CODE OF ORDINANCES OF THE CITY OF PUEBLO, TO CREATE LOT 1, DUTCH BROS. SUBDIVISION-FILING NO. 1 CONTAINING A CALCULATED AREA OF 0.702 ACRE, MORE OR LESS.

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

EXECUTED THIS _____ DAY OF THE MONTH OF _____ A.D. 20____.

13TH AND SANTA FE LLC

DOUG HUNTER

NOTARY PUBLIC:

STATE OF COLORADO)
COUNTY OF _____)ss

KNOW ALL MEN BY THESE PRESENTS THAT THE FOREGOING DEDICATION WAS ACKNOWLEDGED

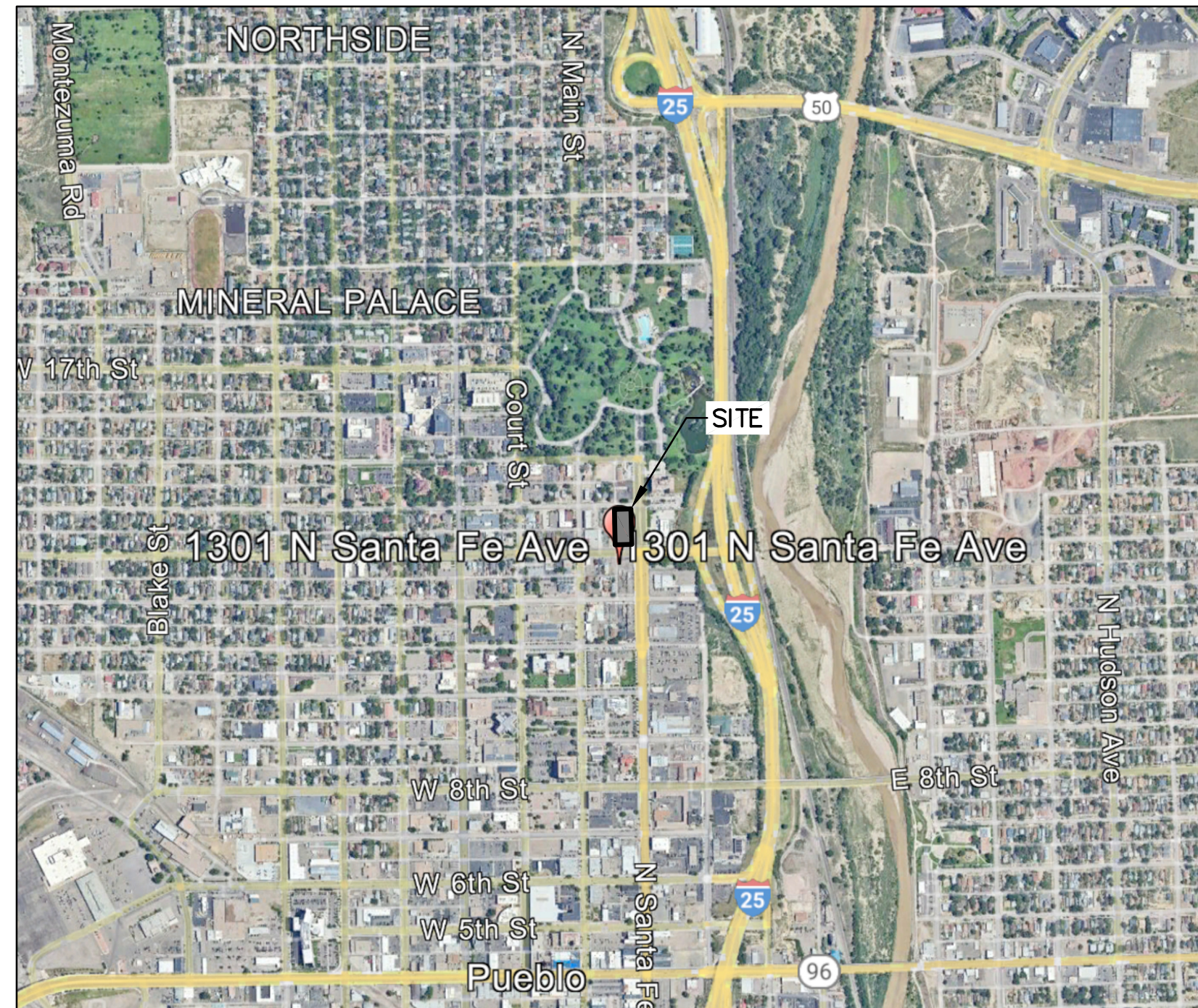
BEFORE ME THIS _____ DAY OF THE MONTH OF _____, A.D., 20____.

MY COMMISSION EXPIRES _____ WITNESS MY HAND AND SEAL

NOTARY PUBLIC _____

USE STANDARD STATEMENT PER SUBDIVISION MANUAL

THE SIGNATURE LINE AND ACKNOWLEDGEMENT STATEMENT IS NOT SHOWN CORRECTLY.



VICINITY MAP

SCALE 1" = 1000'

NOTES:

- 1) THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE TWO PARCELS AND 6 LOTS INTO ONE PLATTED LOT.
- 2) FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-1226910-SA1, WITH A COMMITMENT DATE OF JULY 3, 2024, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
- 3) EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.
- 4) LINEAL UNITS USED ARE U.S. SURVEY FEET.
- 5) BASIS OF BEARINGS: THE NORTH LINE OF THE SUBJECT PROPERTY, BEARING N88°33'13"E (ASSUMED), A DISTANCE OF 119.59 FEET, MONUMENTED AS SHOWN HEREON.
- 6) ALL RIGHT-OF-WAY AND LOT AND BLOCK INFORMATION WAS TAKEN FROM THE AMENDED PLAT OF THE COUNTY ADDITION TO THE CITY OF PUEBLO, RECORDED NOVEMBER 20, 1879 IN PLAT BOOK C AT PAGE 154.
- 7) 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 SURVEYOR'S STATEMENT SHOWN HEREON.
- 8) PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.8.B.2, THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.
- 9) THE PROPERTY IS RESPONSIBLE FOR MAINTENANCE AND RESTORATION OF SURFACE AMENITIES WITHIN EASEMENTS.

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. OF SECTION 12-4-7 (J)(1) AND WITH SECTION 12-4-5 (B), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

DIRECTOR OF PUBLIC WORKS _____

DATE _____

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

CHAIRPERSON PLANNING COMMISSION _____

DATE _____

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____ THIS IS TO CERTIFY THAT THE PLAT OF DUTCH BROS. SUBDIVISION-FILING NO. 1 HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

DATE: _____

CITY CLERK _____

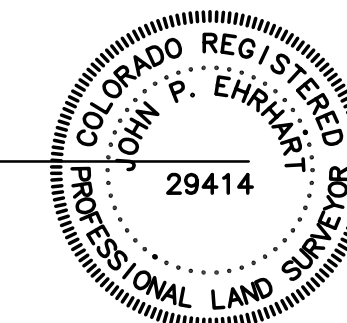
NOTICE PERTAINING TO ACCEPTANCE OF PUBLIC FACILITIES:

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS 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.

SURVEYOR'S CERTIFICATE:

I, JOHN P. EHRHART, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS FINAL PLAT, REPRESENTS A FIELD SURVEY COMPLETED BY ME AND/OR UNDER MY DIRECT SUPERVISION. BOTH CONFORM TO THE STANDARDS OF PRACTICE, STATUTES AND LAWS OF THE STATE OF COLORADO TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS STATEMENT IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340



P.O. Box 930 Erie, Colorado 80516, (303) 828-3340
www.coloradols.com

PAGE NO.	1 OF 2
DATE:	4/22/25
DRAWN BY:	JPE
PROJECT:	S245297

DUTCH BROS. SUBDIVISION — FILING NO. 1

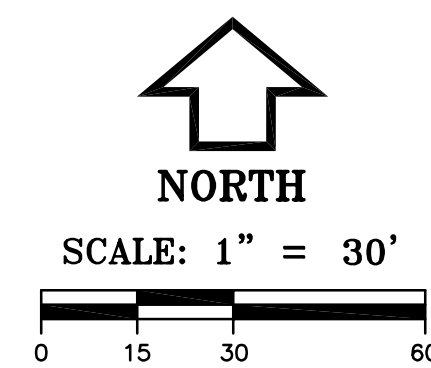
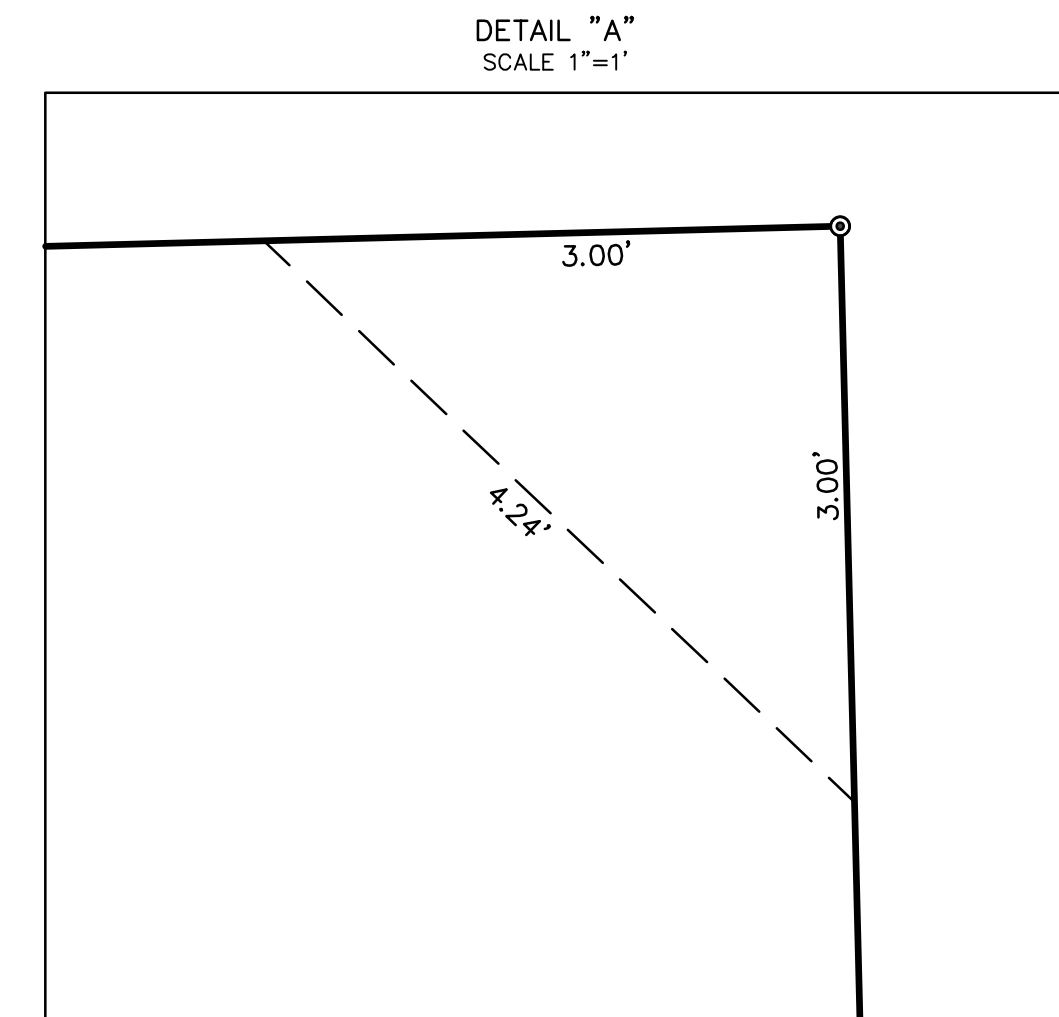
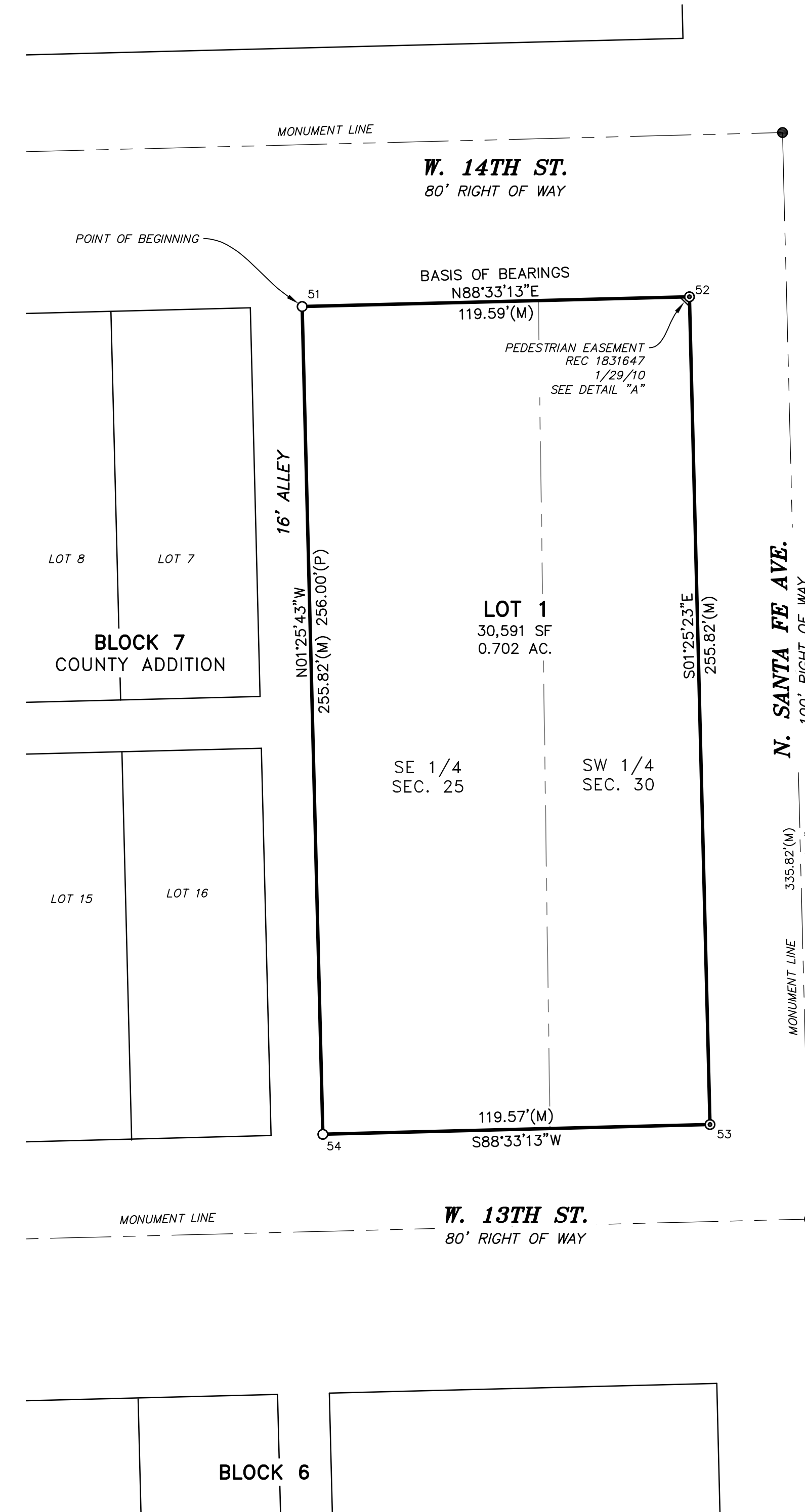
WITHIN THE SW 1/4 SECTION 30, T20S, R64W OF THE 6TH P.M.
AND THE SE 1/4 SECTION 25, T20S, R65W OF THE 6TH P.M.
CITY & COUNTY OF PUEBLO, STATE OF COLORADO

Point Table		
Point #	Northing	Easting
51	1588604.51	3256105.40
52	1588607.52	3256224.96
53	1588351.78	3256231.31
54	1588348.76	3256111.78

COLORADO STATE PLANE SOUTH ZONE

SCALE POINT
N: 1588433.99, E: 3256230.34

SCALE FACTOR: 0.99981649



LEGEND

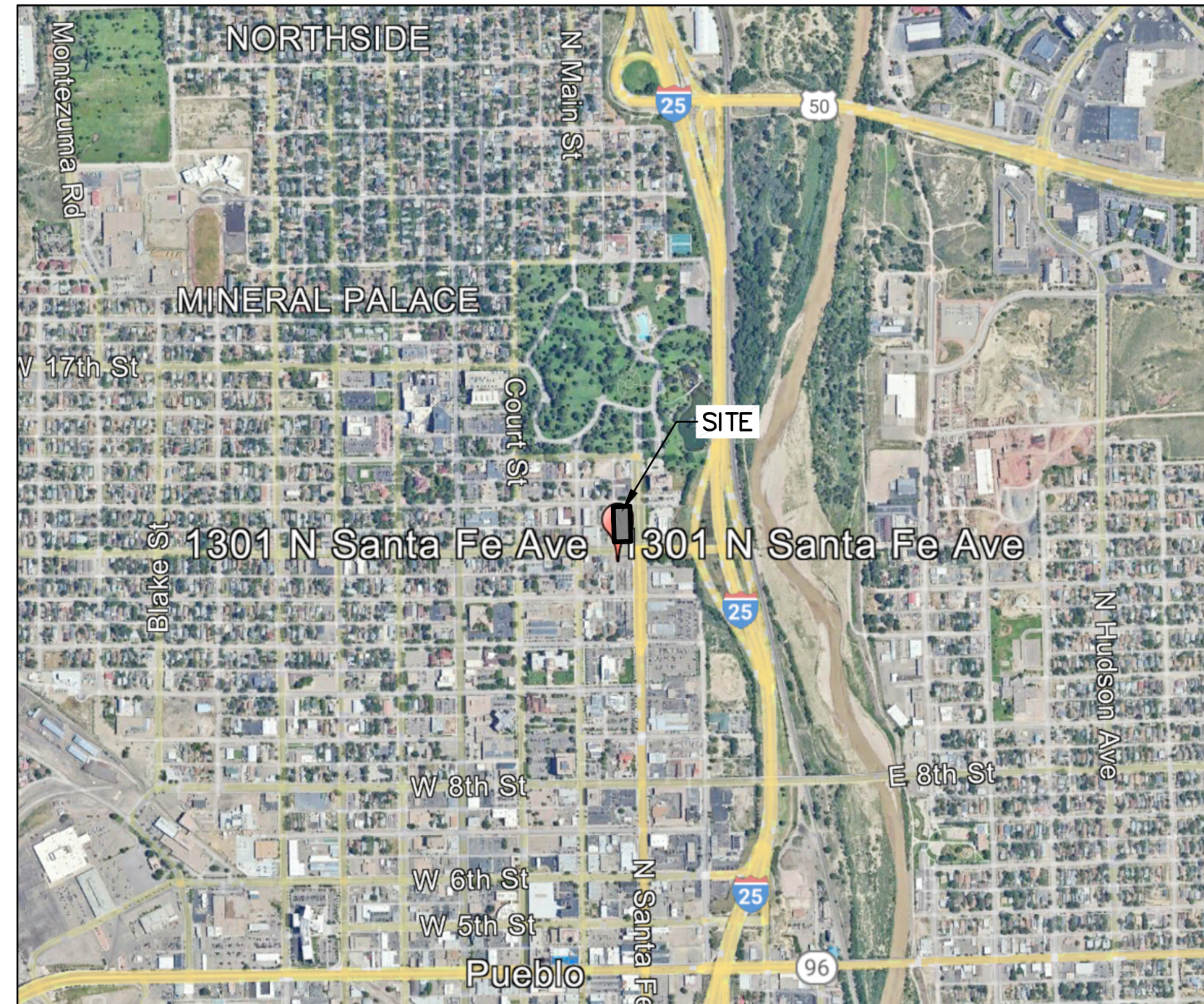
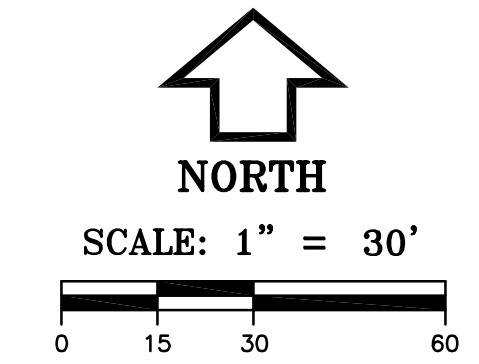
- ⊙ FOUND NAIL & 1" BRASS DISK, PLS 29414
- FOUND NAIL & 1.5" BRASS DISK, EHRHART PLS 29414
- SURVEY MONUMENT BOX (SHOT CENTER, NO MONUMENT FOUND INSIDE) — UNLESS NOTED OTHERWISE
- (P) PLATTED DISTANCE
- (M) MEASURED DISTANCE

 P.O. Box 930 Erie, Colorado 80516, (303) 828-3340 www.coloradols.com	PAGE NO. 2 OF 2
	DATE: 4/22/25
	DRAWN BY: JPE
	PROJECT: S245297

SUPPLEMENTAL MAP

DUTCH BROS. SUBDIVISION – FILING NO. 1

WITHIN THE SW 1/4 SECTION 30, T20S, R64W OF THE 6TH P.M.
AND THE SE 1/4 SECTION 25, T20S, R65W OF THE 6TH P.M.
CITY & COUNTY OF PUEBLO, STATE OF COLORADO



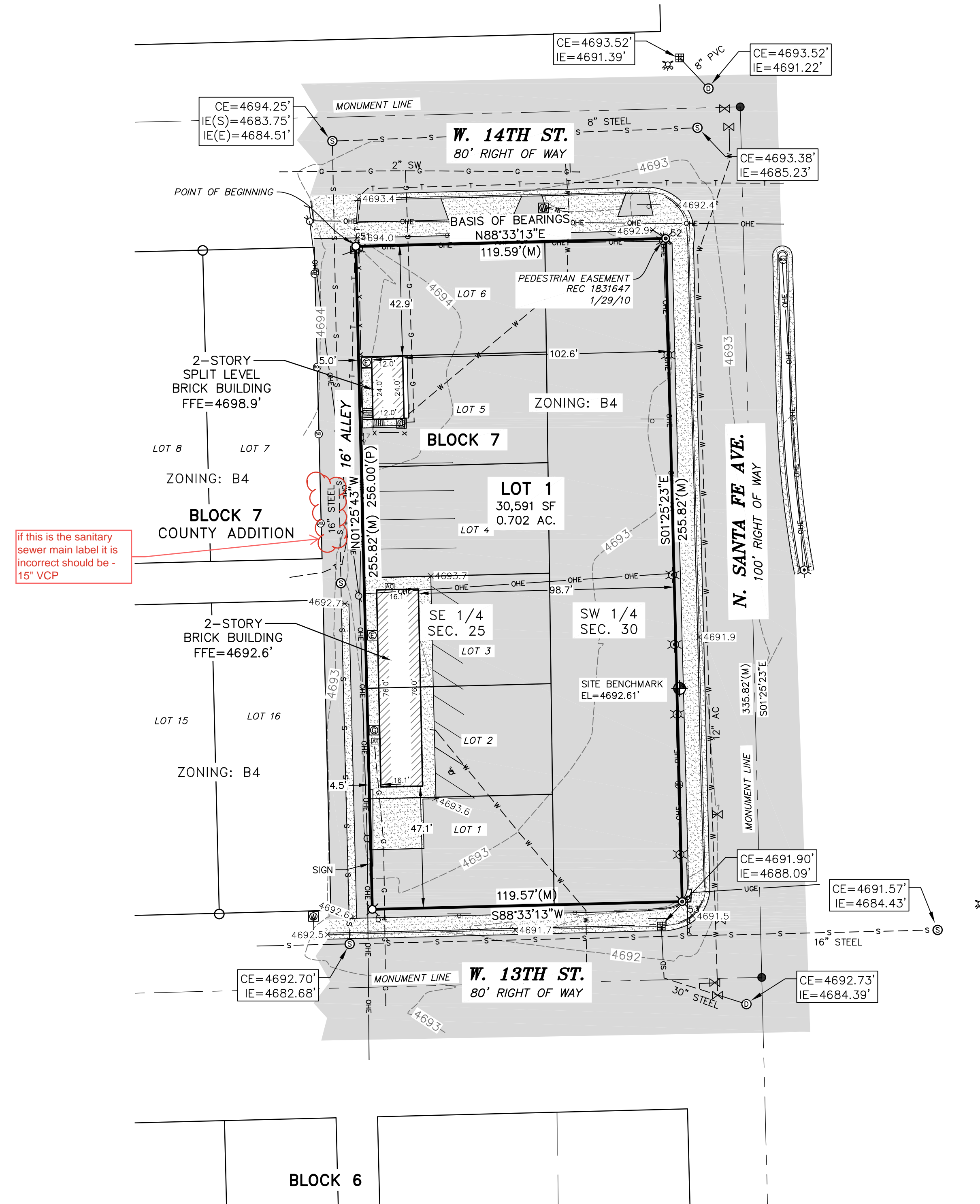
VICINITY MAP
SCALE 1" = 1000'

SUBDIVIDER: 13TH AND SANTA FE LLC

SURVEYOR'S CERTIFICATE:

I, JOHN P. EHRHART, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS SUPPLEMENTAL MAP WAS PREPARED UNDER MY DIRECT SUPERVISION, RESPONSIBILITY, AND CHECKING.

John P. Ehrhart
 JOHN P. EHRHART
 COLORADO P.L.S. #29414
 EHRHART LAND SURVEYING, LLC
 PO BOX 930, ERIE, CO 80516
 PHONE: 303-828-3340



LEGEND

- ⊙ SET NAIL & 1" BRASS DISK, PLS 29414
- SET NAIL & 1.5" BRASS DISK, EHRHART PLS 29414
- SURVEY RANGE POINT BOX (SHOT CENTER, NO MONUMENT FOUND INSIDE) – UNLESS NOTED OTHERWISE
- (P) PLATTED DISTANCE
- (M) MEASURED DISTANCE
- ⊕ SITE BENCHMARK
- ⊗ ELECTRIC METER
- ⊗ GAS METER
- ⊗ WATER METER
- ⊗ WATER VALVE
- ⊗ TELEPHONE PEDESTAL
- ⊗ AIR CONDITIONER
- ⊗ FIRE HYDRANT
- ⊗ BOLLARD
- ⊗ TRAFFIC LIGHT POST
- ⊗ LIGHT POST
- ⊗ POWER POLE
- OHE- OVERHEAD ELECTRIC LINE
- CE COVER ELEVATION
- IE INVERT ELEVATION
- ⊗ INLET
- ⊗ STORM MANHOLE
- ⊗ SEWER MANHOLE
- S- SEWER LINE
- SD- STORM LINE
- UGE- UNDERGROUND ELECTRIC LINE
- G- UNDERGROUND GAS LINE
- W- UNDERGROUND WATER LINE
- T- UNDERGROUND TELEPHONE LINE
- X- FENCE
- ▨ CONCRETE
- ▨ ASPHALT
- ▨ BUILDING

P.O. Box 930 Erie, Colorado 80516, (303) 828-3340
www.coloradols.com

PAGE NO.
1 OF 1

DATE: 4/22/25

DRAWN BY: JPE

PROJECT: S245297

April 22, 2025

The City Planning and Zoning Commission will hold a public hearing on request from **Sabrina Rushing** for the approval of the following application:

S-25-02: Block 7 County Addition Replat Subdivision: A subdivision of .7-acres into one commercial lot, located at 1301/1311 N. Santa Fe Drive.

The Planning and Zoning Commission meeting will be held on May 12, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. Please contact the planner listed below if you have questions.

Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2339

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Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2339

CASE NUMBER S-25-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as 1301/1311 N Santa Fe 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 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.

4-28-25 Mailed by Cindy Caprita
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
MONTGOMERY AND STEWARD PROPERTIES	1317 N MAIN ST	PUEBLO	CO	81003-3711
TSCHIDA ROBERT G	357 S LITTLER DR E	PUEBLO WEST	CO	81007
M S K K B HOLDINGS LLC	PO BOX 1342	PUEBLO	CO	81002-1342
13TH AND SANTA FE LLC	1993 VINEYARD DR	WINDSOR	CO	80550-3526
HIRATA LLC	1210 S PRAIRIE AVE	PUEBLO	CO	81005
GHINI AARON G	2371 OVERTON RD	PUEBLO	CO	81008-9676
M B C S INVESTMENTS LLC	454 W FAIRWAY DR	PUEBLO WEST	CO	81007-6016
WODIUK LUKE	516 ARDATH LN	PUEBLO	CO	81005-1402
HALL JUSTIN R/HALL CHERYL ANN	120 W 13TH ST	PUEBLO	CO	81003-3702
PROAL SAMUEL H	122 W 13TH ST	PUEBLO	CO	81003-3702
PLATINUM AND CO LLC	311 S VICTORIA AVE	PUEBLO	CO	81003-3436
HIRATA LLC	1210 S PRAIRIE AVE	PUEBLO	CO	81005
HEATON RANDALL L	4039 HILLSIDE DR	PUEBLO	CO	81008-1748
MADRILL ROBERT CHAD	29 VERDOSA DR	PUEBLO	CO	81005-2941
QUIJADA CARLOS A	921 E 14TH ST	PUEBLO	CO	81001-2926
CANCHOLA KAREN L	4031 NORTH DR	PUEBLO	CO	81008-1746
CZARNECKI CHARLENE KAY	12287 W OHIO DR	LAKEWOOD	CO	80228-3317
VILLALON ELMER A	1225 N MAIN ST	PUEBLO	CO	81003-2857
HALUS THOMAS M/HALUS PATRICIA A	230 S GOLFWOOD DR E	PUEBLO WEST	CO	81007-1846
CASILLAS RAMONA MAE / CASILLAS EUSTACE	27 BELVISTA CT	PUEBLO	CO	81001-1703
FISHER INVESTMENTS LLC	113 W 12TH ST	PUEBLO	CO	81003-2808
MAIN SB LLC	123 W 12TH ST	PUEBLO	CO	81003-2808
DOUG HUNTER LLC	1993 VINEYARD DR	WINDSOR	CO	80550-3526
PARKVIEW MEDICAL CENTER INC	400 W 16TH ST	PUEBLO	CO	81003-2745