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

TUESDAY, OCTOBER 14, 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 Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular and Special Meetings dated September 22, 2025, and September 29, 2025, as distributed.

J1 City Council Minutes 09/22/25

J2 City Council Minutes 09/29/25

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 08/13/2025

M. RESOLUTIONS

M1 A Resolution authorizing the transfer of $400,000 from the 1992-2026 Sales and Use Tax

Capital Improvement Projects Fund for the purpose of providing upkeep and maintenance to buildings held for the purpose of job creating capital projects.

M2 A Resolution ratifying an emergency construction contract in the amount of $17,288.95 with Parker Excavating, Inc., for Emergency Sanitary sewer point repair at 2550 Gladiola St., Project No. 24-033 (WWAN03) and approving the Purchasing Agent’s execution of the same.

M3 A Resolution ratifying an emergency construction contract in the amount of $8,667.43 with Parker Excavating, Inc., for Emergency Sanitary sewer point repair at 1807 Lake Ave., Project No. 24-033 (WWAN03) and approving the Purchasing Agent’s execution of the same

M4 A Resolution tabling final action on the petition for the Annexation of the 20.17-acre area commonly known as the Quartz Road Annexation for an additional period of not more than 180 days

M5 A Resolution authorizing the issuance of a Revocable Permit (REV-25-31) to the HARP Authority for the use of Victoria Avenue from the HARP Parking Lot at 101 South Victoria Avenue to Greenwood Street for the purpose of facilitating a "Fright Night" Trick-or-Treat event

M6 A Resolution authorizing the issuance of a Revocable Permit (REV-25-33) to the YMCA of Pueblo for the use of one lane of Spaulding Avenue and one lane of Parker Boulevard for their 2025 YMCA Spooky Sprint 5K run/walk event

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance approving an agreement in the amount of One Hundred Thousand Dollars to provide Eviction Prevention Assistance between the County of Pueblo and The City of Pueblo, a Colorado Municipal Corporation, and authorizing the Mayor to execute same

N2 An Ordinance establishing Project No. CI2518 and budgeting and appropriating funds accrued from deposit interest related to the American Rescue Plan Act revenue into said Project No. CI2518

N3 An Ordinance approving and accepting a grant agreement and applicable conditions pertaining thereto with the Colorado Department of Transportation (CDOT) for the "A Step Towards Reducing Traffic Fatalities" grant, in the amount of $36,000, from October 1, 2025 through September 30, 2026, establishing project number PS2508, budgeting and appropriating funds into project PS2508, budgeting and appropriating funds into project PS2508, and authorizing the Mayor to execute same

N4 An Ordinance amending zoning restrictions to rezone 151 North Bradford Avenue from B-3, Highway and Arterial Business Zone District to R-6, Multiple-Residential and Commercial Zone District

N5 An Ordinance extending the deferred filings period for the Memorial Heights Subdivision to May 31, 2026

N6 An Ordinance approving the Villa Bella Subdivision, Filing No. 2

N7 An Ordinance approving a purchase agreement and related documents between Circle K Stores Inc., a Texas Corporation, and The City of Pueblo, a Colorado Municipal Corporation, and authorizing the Mayor to execute same

N8 An Ordinance approving a 1st amendment to an intergovernmental agreement between the City of Pueblo ("City"), a Colorado Municipal Corporation, and the Federal Highway Administration ("FHWA"), from the RAISE grant program, award number 693JJ32440495,

relating to the West Side Connector Project, and authorizing the mayor to execute same

N9 An Ordinance electing to certify Abatement Assessment Roll No. 2025-1 to the County Treasurer and to have the County Treasurer collect in the same manner as other taxes

N10 An Ordinance establishing project account ED2503 - St Charles Ind Pk Infrastructure, transferring $8,000,000.00 from the unappropriated fund balance of the half-cent sales tax fund for economic development, and budgeting and appropriating $8,000,000.00 into project account ED2503

N11 An Ordinance approving and accepting a Quitclaim Deed from Ruth Lorraine Guerin for property legally described as Lots 43-46, Block 15, Sunnyside Subdivision, County of Pueblo, State of Colorado

N12 An Ordinance approving and authorizing the Mayor to sign a License Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Trussworks Operations, LLC, a Delaware limited liability company

N13 An Ordinance approving a sublease agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Pueblo Depot Activity Development Authority, and authorizing the Mayor to execute same

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 October 27, 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 $617,492 to Monument Roofing of Colorado a Tecta America Company, LLC, for Project No. 25-049, Replacement of Various Roofs at Wastewater Reclamation Facility, setting forth $61,750 for contingencies, and authorizing the Purchasing Agent to execute same

Q2 A Resolution adopting and approving the Pavement Design Criteria for the City of Pueblo dated September 22, 2025

Q3 A Resolution awarding a construction contract in the amount of $2,372,832.16 to H.W. Houston Construction, LLC, for Project No. 25-020 PUB Taxilane Rehab and New Hangar construction and authorizing the Purchasing Agent to execute same

Q4 A Resolution authorizing the transfer of $750,000 to project ED0801, RMS/IQOR Lease: Pope Block previously established in the 1992-2026 Sales and Use Tax Capital Improvements Project Fund.

Q5 A Resolution Establishing Project No. CI2519 - City Park Tennis Court Renovation and Transferring $609,631 from Capital Project CI1108 - CP Tennis Clubhouse Renovation into Project No. CI2519

Q6 A Resolution of the City Council of Pueblo, Colorado Expressing Support for Hosting a Buc-ee’s Travel Center in the City of Pueblo

Q7 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Broadway Theatre League - Pueblo in the amount of $2,500 to sponsor their 2025-2026 season

Q8 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Habitat for Humanity in the amount of $1,000 to sponsor Ramp Up Pueblo

Q9 A Resolution establishing Project Account CI2521 - Greyhound Park Blight Removal, transferring funds in the amount of $500,000 from Project Account CI2113 - American Rescue Plan Act and depositing and appropriating $500,000 into Project Account CI2521 - Greyhound Park Blight Removal

Q10 A Resolution establishing Project No. CI2510 – Convergys Site Redevelopment, transferring $85,309.57 from Project PL0804 - Santa Fe & 1st Street (City Center) Improvement Project; $188,251.67 from Project CI1901 - Demolition/Abatement of Dangerous Buildings, $149,324.52 from Project CI1809 - 2018 Abatement/Demo of Buildings; $71,914.23 from Project CI1605 - 2016 Abatement and Demolition of Dangerous Buildings; and $105,200.01 from Project CIAN23 - Demolition of Unsafe Structures into Project No. CI2510, and appropriating a total of $600,000.00 into Project No. CI2510 - Convergys Site Redevelopment

R. QUASI-JUDICIAL PROCEEDINGS

R1 An Ordinance approving the Townhomes at River's Run, a Special Area Plan - *Introduced September 22, 2025 by Councilor Brett Boston*

R2 An Ordinance approving a Special Area Plan for the Townhomes at River's Run Subdivision - *Introduced September 22, 2025 by Councilor Brett Boston*

S. ORDINANCES – FINAL PRESENTATION

S1 An Ordinance transferring, budgeting and appropriating insurance proceeds in the amount of $695,000 into Capital Project No. CI2513 - Ice Arena Roof Repair CIRSA, transferring funds in the amount of $39,884 from the Wages/Public Works salary savings account 10140103-51040, awarding a construction contract in the amount of $734,884.00 to B & M Roofing of Colorado, Inc., for Account Project No. 25-019 Pueblo Ice Arena Roof Retrofit Project, and authorizing the Purchasing Agent to execute same - *Introduced August 11, 2025 by Councilor Brett Boston*

S2 An Ordinance establishing Account Project HU2512 - Dillon Roundabout Construction, and transferring, budgeting and appropriating $2,000,000 from Project Account HU9999, FASTER Projects to be Determined, to said Project Account HU2512 - *Introduced September 22, 2025 by Councilor Brett Boston*

S3 An Ordinance approving and authorizing the Mayor to execute a 4th amendment and restatement to an intergovernmental agreement between the City of Pueblo ("City"), a Colorado Municipal Corporation, and the State of Colorado, acting by and through the Colorado Department of Transportation ("CDOT"), Project: TAP M086-082 (22971) relating to the Northern Ave Trail Phase III Project, budgeting and appropriating additional funds in the amount of $513,841 for said project, and awarding and authorizing the Purchasing Agent to execute a construction contract in the amount of $1,436,813.01 to Morton Electric, Inc. for Project No. 25-001r, Concrete and Signal Improvements - Northern Avenue Trail Phase 3 Rebid and setting forth $185,047.99 for contingencies - *Introduced September 22, 2025 by Councilor Brett Boston*

S4 An Ordinance transferring, budgeting and appropriating funds in the amount of $400,000 from CI2415, Street Rehabilitation to PL2202, Lake & Orman Roundabout Project - *Introduced September 22, 2025 by Councilor Brett Boston*

S5 An Ordinance amending section one of chapter two of Title XVII of the Pueblo Municipal Code relating to definitions and section twenty-nine of chapter four of Title XVII of the

Pueblo Municipal Code relating to Special Area Plans
- *Introduced September 22, 2025 by Councilor Brett Boston*

S6 An Ordinance approving and accepting a grant agreement and applicable conditions pertaining thereto with the State of Colorado Department of Public Safety, Division of Criminal Justice, establishing project number PS2511, budgeting and appropriating funds into project PS2511, authorizing the Mayor to execute same, and ratifying their signature thereto - *Introduced September 22, 2025 by Councilor Brett Boston*

S7 An Ordinance approving a Professional Engineering Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., for the construction administration for the Construct Hangar and Rehabilitate Taxilane (Construction) project, and authorizing the Mayor to execute same - *Introduced September 22, 2025 by Councilor Brett Boston*

S8 An Ordinance approving a license agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado State Fair Authority, a subdivision of the State of Colorado, and authorizing the Mayor to execute same - *Introduced September 22, 2025 by Councilor Brett Boston*

S9 An Ordinance making certain legislative findings and approving the Dillon Drive Urban Renewal Plan - *Introduced September 22, 2025 by Councilor Brett Boston*

T. COUNCIL MEMBER CONFLICT OF INTEREST

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

U. COMMUNICATIONS

U1 A Citizen filed an ethics complaint against Councilor Maestri

V. ADJOURN

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, SEPTEMBER 22, 2025 - 7:00 PM

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 7:06 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Heather Graham, Chief of Staff Brian McCain, City Clerk Marisa Stoller, Deputy City Attorney Harley Gifford.

E. SPECIAL RECOGNITIONS

E1 RECOGNITION PRESENTATION: "DOMESTIC VIOLENCE AWARENESS MONTH" — DR. NICOLE FERGUSON, CEO/PRESIDENT OF MARIPOSA CENTER FOR SAFETY

E2 RECOGNITION PRESENTATION: "COLORADO YOUTH AWARENESS WEEK" — JESSE SENA, MENTAL HEALTH PROVIDER AND BUSINESSMAN / MICHAEL BOTELLO, HOUSE BILL 1451 COORDINATOR / DIEGO RIVERA, MENTOR & PMC COORDINATOR AT PUEBLO UNITED WAY

E3 RECOGNITION PRESENTATION: "KEVIN THE FIRE PUP DAY" — BARB HUBER, FIRE CHIEF & SEAN KINNIER, FIRE CAPTAIN & KEVIN, FIRE PUP

F. PUBLIC FORUM

- Dave DeCenzo - Censure

- John Farley - Atlas
- Frank Cirullo - Cononument
- Bret Verna - Chile Fest
- Elvis Martinez - Bids & Taxes
- Devin Klock - Council Member Etiquette

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Latino, moved to move item M1, M2, M9, and M15 to the regular agenda and to approve the agenda as amended.

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

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 090825

Councilor Boston, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **September 08, 2025** as distributed.

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

K. CONSENT AGENDA

L. COMMUNICATIONS

M. RESOLUTIONS

M3 A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., IN THE AMOUNT OF $218,098 FOR PROJECT NO. 23-130, WASTEWATER DEPARTMENT ENGINEER OF RECORD – DIGESTER COVERS AND MIXING SYSTEM REPLACEMENT, POLYMER SYSTEM REPLACEMENT AND PHASE 4 ELECTRICAL IMPROVEMENTS PROJECT

This Resolution was assigned as **16121**.

M4 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $154,958.88 TO LG CONTRACTORS, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-074, CONCRETE IMPROVEMENTS - PUEBLO TRANSIT CENTER, SETTING FORTH $23,250 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **16122**.

M5 A RESOLUTION ESTABLISHING ACCOUNT PROJECT HUAN06 - STREET SAFETY MATERIALS AND TRANSFERRING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $100,000 FROM HUAN01, STREET RESURFACING TO SAID ACCOUNT PROJECT HUAN06

This Resolution was assigned as **16123**.

M6 A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF $58,000 TO COMPASS ARCHITECTURE, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-041 DESIGN FOR MEMORIAL HALL ENTRYWAY ENHANCEMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **16124**.

M7 A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $34,356.10 FROM PROJECT ACCOUNT HUAN01 TO PROJECT ACCOUNT HU2510, AND AWARDING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE A CONSTRUCTION CONTRACT IN THE AMOUNT OF $29,356.10 TO LG CONTRACTORS, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-084, CONCRETE IMPROVEMENTS - 3500 BLOCK DILLON DRIVE, AND SETTING FORTH $5,000 FOR CONTINGENCIES

This Resolution was assigned as **16125**.

M8 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $33,880 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 25-077, DRONE PAD AND FENCING - FIRE STATION NO'S. 4 AND 8, SETTING FORTH $5,082 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **16126**.

M10 A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $20,998.85 FROM HUAN01 TO PROJECT ACCOUNT HU2509 AND AWARDING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE A CONSTRUCTION CONTRACT IN THE AMOUNT OF $17,998.85 TO LG CONTRACTORS, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-083, CONCRETE IMPROVEMENTS - EAST 5TH STREET 1500 BLOCK, AND SETTING FORTH $3,000 FOR CONTINGENCIES

This Resolution was assigned as **16127**.

M11 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-28) TO THE PUEBLO PERFORMING ARTS GUILD FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG CITY CENTER DRIVE BETWEEN SOUTH ELIZABETH STREET EAST TO WEST FOR THE PURPOSE OF FACILITATING A FUNDRAISING EVENT, SEPTEMBER 27, 2025, FROM 9:00 A.M. TO 11:59 P.M.

This Resolution was assigned as **16128**.

M12 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JOSHUA ALLISON, NORM GONZALES, JANET SCHRANER, AND MARY

VIETH TO SERVE A THREE-YEAR TERM EXPIRING SEPTEMBER 30, 2028, ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

This Resolution was assigned as **16129**.

M13 A RESOLUTION APPROVING A RELEASE OF DRAINAGE EASEMENTS WITH RESPECT TO RPB 24-03

This Resolution was assigned as **16130**.

M14 A RESOLUTION ADOPTING A FEE SCHEDULE FOR APPLICATIONS FOR MATTERS BROUGHT BEFORE THE LAND USE ADMINISTRATIVE OFFICIAL, HISTORIC PRESERVATION COMMISSION, PLANNING AND ZONING COMMISSION, SUBDIVISION REVIEW COMMITTEE, TECHNICAL ADVISORY COMMITTEE, AND ZONING BOARD OF APPEALS AND REPEALING RESOLUTION NO. 15454

This Resolution was assigned as **16131**.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE ESTABLISHING ACCOUNT PROJECT HU2512 - DILLON ROUNDABOUT CONSTRUCTION, AND TRANSFERRING, BUDGETING AND APPROPRIATING $2,000,000 FROM PROJECT ACCOUNT HU9999, FASTER PROJECTS TO BE DETERMINED, TO SAID PROJECT ACCOUNT HU2512

N2 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A 4TH AMENDMENT AND RESTATEMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO ("CITY"), A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT: TAP M086-082 (22971) RELATING TO THE NORTHERN AVE TRAIL PHASE III PROJECT, BUDGETING AND APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF $513,841 FOR SAID PROJECT, AND AWARDING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,436,813.01 TO MORTON ELECTRIC, INC. FOR PROJECT NO. 25-001R, CONCRETE AND SIGNAL IMPROVEMENTS - NORTHERN AVENUE TRAIL PHASE 3 REBID AND SETTING FORTH $185,047.99 FOR CONTINGENCIES

N3 AN ORDINANCE TRANSFERRING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $400,000 FROM CI2415, STREET REHABILITATION TO PL2202, LAKE & ORMAN ROUNDABOUT PROJECT

N4 AN ORDINANCE APPROVING THE TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

N5 AN ORDINANCE APPROVING A SPECIAL AREA PLAN FOR THE

TOWNHOMES AT RIVER'S RUN SUBDIVISION

N6 AN ORDINANCE AMENDING SECTION ONE OF CHAPTER TWO OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO DEFINITIONS AND SECTION TWENTY-NINE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO SPECIAL AREA PLANS

N7 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, ESTABLISHING PROJECT NUMBER PS2511, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2511, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND RATIFYING THEIR SIGNATURE THERETO

N8 AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE CONSTRUCTION ADMINISTRATION FOR THE CONSTRUCT HANGAR AND REHABILITATE TAXILANE (CONSTRUCTION) PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N9 AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE FAIR AUTHORITY, A SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

O. APPROVAL OF CONSENT AGENDA

Councilor Boston, seconded by Councilor Gomez, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for October 14, 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

M1 A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $237,721.20 TO RUSS GRADING AND EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) WITH RESPECT TO EMERGENCY STORM SEWER POINT REPAIR ON WEST 24TH STREET AND ELIZABETH STREET, APPROVING A CHANGE ORDER IN THE AMOUNT OF $20,685.55 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This item was removed from the consent agenda.

A staff report and detailed review of the Resolution was given by Kirk Patrick, Stormwater Director.

Councilor Gomez, 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 **16132**.

M2 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $258,685.75 TO RUSS GRADING & EXCAVATING, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-080, ASPHALT & CONCRETE IMPROVEMENTS - LEHIGH, AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

This item was moved to the regular agenda.

A staff report and detailed review of the Resolution was given by Charles Roy, Acting Director of Public Works.

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

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

This Resolution was assigned as **16133**.

M9 A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $21,400 TO RUSS GRADING AND EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) WITH RESPECT TO EMERGENCY STORM SEWER POINT REPAIR ON KINGSROYAL BLVD., APPROVING A CHANGE ORDER IN THE AMOUNT OF $6,410.21 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This item was moved to the regular agenda.

A staff report and detailed review of the Resolution was given by Kirk Patrick, Stormwater Director.

Councilor Gomez, 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 **16134**.

M15 A RESOLUTION ADOPTING AND APPROVING THE PAVEMENT DESIGN CRITERIA FOR THE CITY OF PUEBLO DATED SEPTEMBER 22, 2025

This item was moved to the regular agenda.

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

Director of Public Works.

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

President Aliff, seconded by Councilor Boston, moved to postpone this item to the October 14, 2025 meeting.

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

Q. RESOLUTIONS

Q1 A RESOLUTION ESTABLISHING A NEW ACCOUNT PROJECT HU2511 CONCRETE IMPROVEMENTS - JONES AVE; TRANSFERRING FUNDS IN THE AMOUNT OF $1,100,000 FROM ACCOUNT PROJECT HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2511

A staff report and detailed review of the Resolution was given by Charles Roy, Acting Director of Public Works.

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

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

This Resolution was assigned as **16135**.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO UNITED WAY OF PUEBLO COUNTY, COLORADO, INC. IN THE AMOUNT OF $750 TO SPONSOR THE 103RD UNITED WAY PUEBLO COUNTY CAMPAIGN KICKOFF AT 11:30 AM AT THE PUEBLO CONVENTION CENTER ON WEDNESDAY, SEPTEMBER 17, 2025

A staff report and detailed review of the Resolution was given by Katie Hester, City Council Admin.

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 **16136**.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO LATINO VETERANS ASSOCIATION IN THE AMOUNT OF $1,500 TO SPONSOR THE 10TH ANNUAL PUEBLO LATINO VETERANS LEGACIES OF COURAGE AWARDS CEREMONY AT 5:00 PM AT THE PUEBLO CONVENTION CENTER ON SATURDAY, OCTOBER 4TH, 2025

A staff report and detailed review of the Resolution was given by Katie Hester, City Council Admin.

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 **16137**.

R. QUASI-JUDICIAL PROCEEDINGS

R1 AN ORDINANCE APPROVING THE PUEBLO CROSSINGS FILING NO.4 SUBDIVISON

A staff report and detailed review of the Ordinance was given by Beritt Odom, Director of Planning & Community Development.

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 **11039.**

R2 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 6201 AND 6205 SAWYER RIDGE DRIVE, LOTS 1-2, BLOCK 4, SAWYER RIDGE SUBDIVISION, FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT TO R-2U, SINGLE FAMILY ZONE DISTRICT

A staff report and detailed review of the Ordinance was given by Beritt Odom, Director of Planning & Community Development. Ms. Odom requested that the Planning & Zoning documents for this item, Case #Z25-16, dated August 13, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11040.**

S. ORDINANCES – FINAL PRESENTATION

S1 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HUERFANO COUNTY RELATING TO MUTUAL AID IN THE PROVISIONS OF FIRE PROTECTION AND OTHER EMERGENCY SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11041.**

S2 AN ORDINANCE APPROVING, AND ACCEPTING, A MULTIMODAL TRANSPORTATION AND MITIGATION OPTION FUNDS GRANT AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, THE PUEBLO AREA COUNCIL OF GOVERNMENTS, AND COLORADO DEPARTMENT OF TRANSPORTATION ESTABLISHING PROJECT NO. BC2501, BUDGETING AND APPROPRIATING $90,000.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

Councilor 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 **11042.**

S3 AN ORDINANCE AMENDING SECTION TWENTY-THREE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO ACCESSORY BUILDINGS AND STRUCTURES

A staff report and detailed review of the Ordinance was given by Beritt Odom, Director of Planning & Community Development. Ms. Odom requested that the Planning & Zoning documents for this item, Case #TA25-02, dated August 13, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11043.**

S4 AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY TEMPORARILY ADDING ONE (1) PURCHASING DIRECTOR POSITION WITHIN THE PURCHASING DEPARTMENT FOR TRAINING PURPOSES

A staff report and detailed review of the Ordinance was given by Marisa Pacheco, Human Resources Director.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11044.**

S5 AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES COMMENCING JANUARY 1, 2026 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

- Alice Grimm appeared in person to speak in favor of this ordinance
- Elvis Martinez appeared via zoom to speak in favor of this ordinance

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

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

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

This Ordinance was assigned as **11045.**

S6 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, AS MAY BE LAWFULLY EXTENDED

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

PUBLIC HEARING:

- Jeff Shaw appeared in person to speak in favor of this ordinance

- Ralph Neo appeared in person to speak in favor of this ordinance
- Andrew Lang appeared in person to speak in favor of this ordinance
- Elvis appeared via zoom to speak against this ordinance

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

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

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

S7 AN ORDINANCE APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO FAA CONTRACT NO. DTFAWN-13-L- 00023 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND UNITED STATES OF AMERICA (GOVERNMENT), AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

Councilor 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 **11046.**

S8 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBDIVISION PARTICIPATION AND RELEASE FORM WITH RESPECT TO THE NATIONAL OPIOIDS SETTLEMENT REACHED WITH ALVOGEN, AMNEAL, APOXTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS OPIOID MANUFACTURERS, COLLECTIVELY THE "SECONDARY MANUFACTURERS SETTLEMENTS."

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

PUBLIC HEARING:

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

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

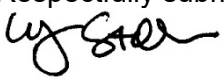
Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11047.**

T. ADJOURN

President Aliff adjourned the meeting at 9:46 p.m.

Respectfully submitted,



Marisa Stoller
City Clerk

SPECIAL CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, SEPTEMBER 29, 2025 - 6:00 PM

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 6:29 p.m.

B. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: Sarah Martinez, Regina Maestri.

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

C. RESOLUTIONS

C1 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-32) TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG ORMAN AVENUE BETWEEN ARTHUR STREET AND MARILYN PLACE TO HOST A HISPANIC HERITAGE MONTH CELEBRATION EVENT SATURDAY, OCTOBER 4, 2025

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

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

Roll Call — Ayes**:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino. **Nays:** None. Motion Passed 5-0.

This Resolution was assigned as 16138.

D. EXECUTIVE SESSION

D1 FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER C.R.S. SECTION 24-6-402(4)(E)(I) AND MORE FULLY DESCRIBED AS FOLLOWS: TO DISCUSS THE PEDCO CONTRACT

President Aliff, seconded by Councilor Boston, moved to convene into executive session for the purpose of determining positions relative to matters that may be subject to

negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e); and the following additional details are provided for identification purposes:

To instruct negotiators regarding economic development projects and issues presented by the Pueblo Economic Development Corporation, acting as agent for the City of Pueblo.

Roll Call – **Ayes:** Mark Aliff, Brett Boston, Dennis Flores, Roger Gomez, Joe Latino, **Nays:** None. Motion Passed 5-0

The Executive Session started at 6:31 p.m. The Executive Session ended at 7:23 p.m.

E. ADJOURN

President Aliff adjourned the meeting at 7:24 p.m.

Respectfully submitted,

Vincent Petkosek
Deputy City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, August 13, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 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: Laura Portis, Assistant City Attorney, Beritt Odom, Director of Planning and Community Development; Wade Broadhead, Senior Planner, Mikaylin Hackly, Planner, Hannah Prinzi Planner, and Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to continue A-25-01 to the September 10, 2025, meeting and approve the agenda as amended, seconded by Boston.

Motion Passed: 7-0

Public Meeting:

1. MSP-25-03 Master Sign Plan, 1275 Drew Dix Parkway TA Travel Plaza: A Master Sign Plan to allow for a multitenant off-premises pole sign as well as a freestanding sign with non-conforming height at the TA Travel Plaza site located north of Drew Dix Pkwy. Staff Report by Mikaylin Hackley, Planner.

Applicant Casey Mason spoke in support of the master sign plan application.

Commission Action: Bailey moved to recommend approval of the Master Sign Plan, with the conditions that Sign #1 -with a maximum height of 30' and Sign #2 – with a maximum height of 75', seconded by Boston.

Motion Passed: 7-0

2. A-25-01 Pueblo Airport Annexation *Continued to September 10, 2025*

Public Hearing:

1. TA-25-02 Text Amendment: An Ordinance amending sections of the Pueblo Municipal Code Section 17-4-23 relating to architectural compatibility of accessory structures.

Hearing: Mikaylin Hackley provided staff report. Kathleen Herrera was sworn in and spoke in support of the text amendment. No one spoke in opposition

Commission Action: Bailey moved to recommend the Text Amendment application be forwarded to City Council for approval, second by Spinuzzi.

Motion Passed: 7-0

2. TA-25-03 Text Amendment: An Ordinance amending sections of the Pueblo Municipal Code Sections 17-2-1 & 17-4-29 relating to occupancy limits & Special Area Plan fees respectively.

Hearing: Mikaylin Hackley provide staff report. No one appeared in support or opposition.

Commission Action: Bailey moved to recommend the Text Amendment application be forwarded to City Council for approval, second by Boston.

Motion Passed: 7-0

3. V-21-03 Vacation: Villa Bella Filing No. 1, Street and Easement Vacation of a portion of Napoli Way, all of CBI Drive, and drainage/utility easements-staff report by Beritt Odom, Principal Planner

Hearing: Applicant Virgil Sanchez was sworn in and spoke in support on the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the rezoning application with one (1) staff condition, be forwarded to City Council, seconded by Avalos.

Motion Passed: 7-0

4. S-21-10 Subdivision: Villa Bella Filing No. 2, Subdivision of 48.20 acres into 310 single-family residential lots. Generally located south of Rawlings Blvd., west of Bergamo Drive, and east of Thunderwolf Dr. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicant Virgil Sanchez remained sworn in and spoke in support of the application. No on appeared in opposition.

Commission Action: Bailey moved to recommend the subdivision application with three (3) staff conditions be submitted to City Council, seconded by Boston.

Motion Passed: 7-0

5. Z-25-13 Rezoning: Rezone of .385 acres located at the Northeast corner of Madison St. and Pitkin Ave. from R-2 Single Family Residential to R-5 Multiple Residential and Office District. Staff Report by Hannah Prinzi.

Hearing: Applicant Paul Glenn was sworn in and spoke in favor of the application. Being sworn in and speaking in opposition were Meghan Dunphy, Michael Dunphy, David Arguello.

Commission Action: Bailey moved to recommend rezoning application be submitted to City Council seconded by Boston.

Motion Passed: 6-1 (Avalos)

6. Z-25-16 Rezone: 6201 and 6205 Sawyer Ridge Dr. A Rezone of approximately 28,000 sq ft from R-2, Single-Family Residential, to R-2U, Single-Family Residential, Lots 1 and 2, Block 4, Sawyer Ridge Subdivision. Staff Report by Wade Broadhead, Sr. Planner.

Hearing: Applicant Victor Quintana was sworn in and spoke in support on the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the rezoning application be forwarded to City Council seconded by Boston.

Motion Passed: 7-0

Approval of Minutes: Bailey moved to approve minutes from July 9, 2025, Planning and Zoning Commission meeting, seconded by Avalos.

Motion Passed: 7-0

Old/New Business: Board unanimously appointed Lisa Bailey to serve as the ZBA Liaison.

Adjourn at 5:01 PM

Respectfully submitted,

Mike Castellucci
Chairperson

Beritt Odom
Executive Secretary

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Danny Nunn, Director of Finance

SUBJECT: A RESOLUTION AUTHORIZING THE TRANSFER OF $400,000 FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR THE PURPOSE OF PROVIDING UPKEEP AND MAINTENANCE TO BUILDINGS HELD FOR THE PURPOSE OF JOB CREATING CAPITAL PROJECTS.

SUMMARY:

This Resolution provides additional funding needed for the maintenance and upkeep of buildings used for the purpose of job creating capital projects.

PREVIOUS COUNCIL ACTION:

Funding for upkeep of buildings has been routinely approved when needed.
Resolution 13838, December 11, 2017 authorizing $400,000
Resolution 14078, November 12, 2018 authorizing $400,000
Resolution 14402, April 27, 2020 authorizing $341,000
Resolution 14828, March 14, 2022 authorizing $400,000

BACKGROUND:

There are several buildings owned by either the City of Pueblo, Pueblo Development Foundation, or PEDCO, that are held and maintained for the purpose of job creating capital projects. The buildings have been constructed for use by future industrial prospects (shell buildings) or have been vacated by former tenants. The appearance and upkeep of these buildings is of vital importance when presenting them to prospective tenants. In order to maintain the appearance and integrity of the buildings, they require that insurance be carried, utilities remain connected and on, and that general maintenance be done.

FINANCIAL IMPLICATIONS:

The amount of $400,000 is available and shall be transferred from the Economic Development Half Cent Tax fund to Project EDBLDG for the maintenance and upkeep of City-owned buildings.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If this Resolution is not approved, the appearance and integrity of the buildings could be jeopardized.

RECOMMENDATION:

City Staff recommends approval of the Resolution

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE TRANSFER OF $400,000 FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR THE PURPOSE OF PROVIDING UPKEEP AND MAINTENANCE TO BUILDINGS HELD FOR THE PURPOSE OF JOB CREATING CAPITAL PROJECTS.

WHEREAS, certain buildings are maintained for the purpose of job creating capital improvement projects; and

WHEREAS, additional funds are periodically provided, as necessary, for the costs incurred in maintaining the appearance and integrity of the buildings; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The amount of $400,000 shall be transferred to Project EDBLDG for expenses related to the maintenance and upkeep of City owned buildings. Funds shall be transferred from the Projects to be Determined account within the 1992 – 2026 Sales and Use Tax Capital Improvements Project Fund.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage

INTRODUCED: October 14, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Docusign Envelope ID: 7B5FC4C4-F203-45F0-9658-0E49EE59ACDD

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $17,288.95 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2550 GLADIOLA ST., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc., for emergency sanitary sewer point repairs at 2550 Gladiola St.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine cleaning of sewer mains, the cleaning head became stuck near 2550 Gladiola St. A television crew was sent out to inspect the main, and they discovered a broken pipe at 312.5 feet from the downstream manhole, and they could not make it through the line. When they performed a reverse inspection, they discovered a hole in the pipe invert at 12 feet from the upstream manhole. An emergency repair was performed to repair the two defects to prevent further deterioration of the pipe and possible blockage of the sewer main.

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

The cost breakdown for the project is as follows:

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	Sanitary Sewer Replacement-related		
Total:	$	15,338.95	89%
	Surface Improvement Related		
Total:	$	1,950.00	11%
Grand Total:	$	17,288.95	100%

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 10-14-25 2550 Gladiola St Emergency Point Repair Attachment ML

Docusign Envelope ID: 7B5FC4C4-F203-45F0-9658-0E49EE59ACDD

RESOLUTION NO. 16139

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $17,288.95 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2550 GLADIOLA ST., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 2550 Gladiola St. with Parker Excavating, Inc., Project No. 24-033 (WWAN03) — Emergency Point Repair awarded to said bidder in the amount of $17,288.95.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

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SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

2024-2026 Emergency Sanitary Sewer Point Repair					2550 Gladiola St	
Date 05/09/2025					Miller Pipeline, LLC	Parker Excavating, Inc.
Project Number: 24-033 (WWAN03)						
Item	**Description**	**Estimated**				
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF	80	$ 14,400.00	$ 11,040.00
		>100	LF		$ -	$ -
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
11	Remove and Replace 6” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
12	Remove and Replace 6” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		$ -	$ -
		21-100	LF	100	$ 9,000.00	$ 7,800.00
		>100	LF		$ -	$ -
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
15	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
16	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
17	Remove and Replace 7” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
18	Remove and Replace 6” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
19	Remove and Replace 4” Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
20	Remove and Replace Standard Curb and Gutter	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -

21	Install or Remove and Replace 6" Curb Head	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
22	Install Extra Lean Concrete (FlowFill)	1-20	CY		$ -	$ -
		21-100	CY	40	$ 7,400.00	$ 6,560.00
		>100	CY		$ -	$ -
23	Class 6 Base Course for Gravel Surfaced Alleys	TN			$ -	$ -
24	Remove Camera/Cleaning Head/Tap Cutter	HR			$ -	$ -
25	Remove and Replace 48” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA		$ -	$ -
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
26	Remove and Replace 60” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA		$ -	$ -
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
27	Calcium Aluminate Coat 48-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
28	Calcium Aluminate Coat 60-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
29	Rebuild Manhole Bench and Trough 48-inch Manhole	LS			$ -	$ -
30	Rebuild Manhole Bench and Trough 60-inch Manhole	LS			$ -	$ -
31	Reinstate Services - 4"	EA		4	$ 1,400.00	$ 1,552.00
32	Reinstate Services - 6"	EA			$ -	$ -
33	Mobilization	LS		1	$ 1,750.00	$ 1,725.00
				Total	$ 33,950.00	$ 28,677.00
				With Contingency	$ 40,740.00	$ 34,412.40

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 9/30/2025

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
2550 Gladiola St

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

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (21-100LF)	($8,004.00)	
2	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (21-	($5,850.00)	
3	INSTALL EXTRA LEAN CONCRETE (FLOWFILL) (21-100CY)	($2,214.00)	
4	REINSTATE SERVICES - 4"	($1,164.00)	
5	MOBILIZATION		$1,725.00
6	T&M		$3,769.14
7	TRAFFIC CONTROL		$349.81
	TOTAL (Decrease) / Increase	($17,232.00)	$5,843.95

Net Adjustment This Change Order	$	(11,388.05)
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	28,677.00
Total Adjusted Contract Amount To Date	$	17,288.95

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date:_____
Wastewater Civil Engineer

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

Accepted by: _____ Date:_____
Contractor's Representative

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

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

24-033 (WWAN03)
2024-2026 Emergency Sanitary Sewer Point Repair
2550 Gladiola St



Docusign Envelope ID: 7B5FC4C4-F203-45F0-9658-0E49EE59ACDD

City Clerk's Office Item # M3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $8,667.43 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1807 LAKE AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc., for emergency sanitary sewer point repairs at 1807 Lake Ave.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a-routine cleaning of sewer mains, a cleaning head became stuck near 1807 Lake Ave. After the cleaning head was retrieved, a television crew was sent out to inspect the main, and they discovered a large hole in the pipe invert at the location. They also discovered two more holes in the main. An emergency repair was performed to repair the three defects to prevent further deterioration of the pipe and possible blockage of the sewer main.

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

The cost breakdown for the project is as follows:

Docusign Envelope ID: 7B5FC4C4-F203-45F0-9658-0E49EE59ACDD

Sanitary Sewer Replacement-related			
Total:	$	8,088.94	93%
Surface Improvement Related			
Total:	$	578.49	7%
Grand Total:	$	8,667.43	100%

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 10-14-25 1807 Lake Ave Emergency Point Repair Attachment

Docusign Envelope ID: 7B5FC4C4-F203-45F0-9658-0E49EE59ACDD

RESOLUTION NO. 16140

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $8,667.43 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1807 LAKE AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 1807 Lake Ave. with Parker Excavating, Inc., Project No. 24-033 (WWAN03) - Emergency Point Repair awarded to said bidder in the amount of $8,667.43.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including contract change order in the amount of $3,462.43 and any other payment authorized under the contract are hereby ratified.

Docusign Envelope ID: 7B5FC4C4-F203-45F0-9658-0E49EE59ACDD

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

2024-2026 Emergency Sanitary Sewer Point Repair					1807 Lake Ave	
Date 06/16/2025						
Project Number: 24-033 (WWAN03)					**Miller Pipeline, LLC**	**Parker Excavating, Inc.**
Item	**Description**	**Estimated**				
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF	5	$ 1,250.00	$ 750.00
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
11	Remove and Replace 6” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
12	Remove and Replace 6” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
15	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
16	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
17	Remove and Replace 7” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
18	Remove and Replace 6” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
19	Remove and Replace 4” Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
20	Remove and Replace Standard Curb and Gutter	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -

21	Install or Remove and Replace 6" Curb Head	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
22	Install Extra Lean Concrete (FlowFill)	1-20	CY		$ -	$ -
		21-100	CY		$ -	$ -
		>100	CY		$ -	$ -
23	Class 6 Base Course for Gravel Surfaced Alleys	TN		10	$ 400.00	$ 330.00
24	Remove Camera/Cleaning Head/Tap Cutter	HR		6	$ 1,950.00	$ 2,400.00
25	Remove and Replace 48” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA		$ -	$ -
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
26	Remove and Replace 60” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA		$ -	$ -
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
27	Calcium Aluminate Coat 48-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
28	Calcium Aluminate Coat 60-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
29	Rebuild Manhole Bench and Trough 48-inch Manhole	LS			$ -	$ -
30	Rebuild Manhole Bench and Trough 60-inch Manhole	LS			$ -	$ -
31	Reinstate Services - 4"	EA			$ -	$ -
32	Reinstate Services - 6"	EA			$ -	$ -
33	Mobilization	LS		1	$ 1,750.00	$ 1,725.00
				Total	$ 5,350.00	$ 5,205.00
				With Contingency	$ 6,420.00	$ 6,246.00

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 9/30/2025

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
1807 Lake Ave

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

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
	LOCATION #1		
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (1-20LF)	($150.00)	
2	CLASS 6 BASE COURSE FOR GRAVEL SURFACED ALLEYS	($81.51)	
3	REOMOVE CAMERA/CLEANING HEAD/TAP CUTTER	($2,400.00)	
5	REINSTATE SERVICES - 4"		$388.00
6	T&M		$3,162.95
7	TRAFFIC CONTROL		$236.99
	LOCATION #2		
8	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (1-20LF)		$600.00
9	CLASS 6 BASE COURSE FOR GRAVEL SURFACED ALLEYS		$165.00
10	REINSTATE SERVICES - 4"		$388.00
	LOCATION #3		
11	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (1-20LF)		$600.00
12	CLASS 6 BASE COURSE FOR GRAVEL SURFACED ALLEYS		$165.00
13	REINSTATE SERVICES - 4"		$388.00
	TOTAL (Decrease) / Increase	($2,631.51)	$6,093.94

Net Adjustment This Change Order	$	3,462.43
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	5,205.00
Total Adjusted Contract Amount To Date	$	8,667.43

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date:_____
Wastewater Civil Engineer

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

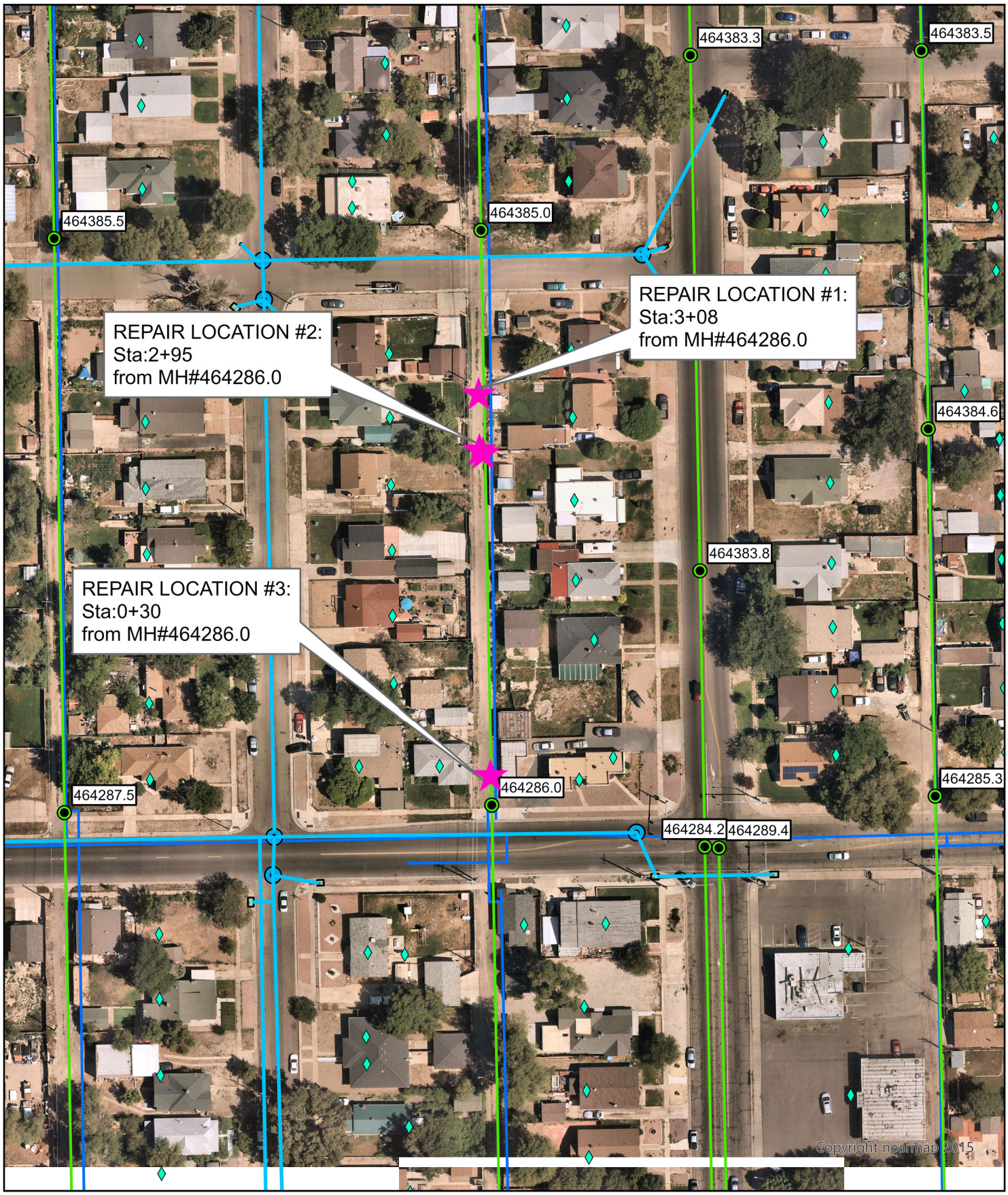
Accepted by: _____ Date:_____
Contractor's Representative

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

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

24-033 (WWAN03)
2024 -2026 Emergency Sanitary Point Repair
1807 Lake Ave



Docusign Envelope ID: 7B5FC4C4-F203-45F0-9658-0E49EE59ACDD

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE 20.17-ACRE AREA COMMONLY KNOWN AS THE QUARTZ ROAD ANNEXATION FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

SUMMARY:

A Resolution tabling final action on the petition for the annexation area commonly known as the Quartz Road Annexation for an additional period of not more than 180 days.

PREVIOUS COUNCIL ACTION:

On September 11, 2023, City Council approved Resolution 15357 which preliminarily determined that the petition for the annexation of the area commonly known as the Quartz Road Annexation was valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1).

On April 28th, 2025, City Council approved Resolution 15974 which tabled final action on the petition for a period of not more than 180 days.

BACKGROUND:

The petitioners, Joe Cleghorn, on behalf of Tebo Pinyon, and Paul Elder, on behalf of the Christian Growth Center submitted a new annexation petition for the Quartz Road Annexation totaling 20.17-acres. This Resolution is seeking to approve an extension of an additional period of not more than 180 days through March 23, 2026.

FINANCIAL IMPLICATIONS:

The filing of the annexation petition and the approval of the Resolution determining the property substantially complies with the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and does not result in any direct financial impact to the City of Pueblo.

Docusign Envelope ID: 7B5FC4C4-F203-45F0-9658-0E49EE59ACDD

BOARD/COMMISSION RECOMMENDATION:

None at this point in the review process.

STAKEHOLDER PROCESS:

Copies of the Petition for Annexation will be sent by registered mail by the City Clerk, the Board of County Commissioners, the County Attorney of Pueblo County and to any school district or special district having territory within the area to be annexed. Copies of an Annexation Impact Report will be filed with all taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Extension request - Joe Clegorn, Tebo Pinyon - signed
2. Extension request - Christian Growth Center - signed

Docusign Envelope ID: 7B5FC4C4-F203-45F0-9658-0E49EE59ACDD

RESOLUTION NO. 16141

A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE 20.17-ACRE AREA COMMONLY KNOWN AS THE QUARTZ ROAD ANNEXATION FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Final action on the Petition is hereby tabled for an additional period of not more than one hundred eighty (180) days to March 23, 2026.

SECTION 2.

Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council, without undue delay, shall make a final determination by Resolution whether the petition substantially complies with the applicable requirements of Section 31-12-107(1), C.R.S. and establish the date, time and place the City Council will hold a public hearing to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility for annexation.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: October 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

Petitioner:
Joe Cleghorn, on behalf of Tebo Pinyon
September 17th, 2025

City of Pueblo
Planning and Community Development Department

To Whom It May Concern:

Please allow this letter to serve as a formal request for extension of annexation petition for the 20.17-acre area located west of North Elizabeth Street and Drew Dix Parkway intersection and south of Quartz Road while we are working to identify the proposed uses, their impacts to the city and surrounding developments required for an annexation agreement.

Feel free to reach out with any question to ginorod@acomacapitalpartners.com

Joseph Cleghorn, Jr.
Joe Cleghorn, petitioner

CHRISTIAN GROWTH CENTER, INC.
1908 N HUDSON AVE
PUEBLO, CO 81001-2531

September 17, 2025

Beritt Odom
City of Pueblo
Planning and Community Development Department
Principal Planner
211 E. “D” Street
Pueblo, Colorado 81003

Dear Ms. Odem

Please allow this letter to serve as a formal request for an additional 180-day extension to table final action on the Resolution Preliminarily Determining that the Petition for annexation is valid.

Property Details:

- 10-acre parcel from the 20.17-acre annexation area
- Legal Description: N2 E2 NE4 NE4 2-20-65 CONTG 10A
- Parcel Number: 05-020-00-001
- Location: West of North Elizabeth Street, north of Drew Dix Parkway intersection, and south of Quartz Road

Reason for Extension: We are currently working to identify and finalize the proposed uses for the property as required by the city planning department. Feel free to reach out with any questions to ginorod@acomacapitalpartners.com

Kindly,

Rev Paul Elders (Sep 17, 2025 14:31:03 MDT)

Rev Paul Elders
Christian Grow Center, Inc.

Property extenion request - city of pueblo_ACP

Final Audit Report 2025-09-17

Created:	2025-09-17
By:	gino rodrigues (ginorod@acomacapitalpartners.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAccrwMBi6IoQshFhuCEUTI-M4IWRJlZEk

"Property extenion request - city of pueblo_ACP" History

Document created by gino rodrigues (ginorod@acomacapitalpartners.com)
2025-09-17 - 6:27:15 PM GMT- IP address: 73.243.44.89

Document emailed to Rev Paul Elders (elders2560@gmail.com) for signature
2025-09-17 - 6:27:19 PM GMT

Email viewed by Rev Paul Elders (elders2560@gmail.com)
2025-09-17 - 6:27:24 PM GMT- IP address: 74.125.214.70

Document e-signed by Rev Paul Elders (elders2560@gmail.com)
Signature Date: 2025-09-17 - 8:31:03 PM GMT - Time Source: server- IP address: 174.198.136.57

Agreement completed.
2025-09-17 - 8:31:03 PM GMT

Docusign Envelope ID: 7B5FC4C4-F203-45F0-9658-0E49EE59ACDD

City Clerk's Office Item # M5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 14, 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-31) TO THE HARP AUTHORITY FOR THE USE OF VICTORIA AVENUE FROM THE HARP PARKING LOT AT 101 SOUTH VICTORIA AVENUE TO GREENWOOD STREET FOR THE PURPOSE OF FACILITATING A "FRIGHT NIGHT" TRICK-OR-TREAT EVENT

SUMMARY:

Attached is a Revocable Permit submitted by the HARP Authority.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The HARP Authority has submitted a Revocable Permit application (REV-25-31) to the HARP Authority for the use of Victoria Avenue from the HARP Parking Lot at 101 South Victoria Avenue to Greenwood Street for the purpose of facilitating a "Fright Night" Trick-or-Treat event on October 25, 2025, from 12:00 P.M. to 10:00 P.M.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Docusign Envelope ID: 7B5FC4C4-F203-45F0-9658-0E49EE59ACDD

Failure to approve the Resolution will prevent the applicant from utilizing the right-of-way to host its event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-31

Docusign Envelope ID: 7B5FC4C4-F203-45F0-9658-0E49EE59ACDD

RESOLUTION NO. 16142

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-31) TO THE HARP AUTHORITY FOR THE USE OF VICTORIA AVENUE FROM THE HARP PARKING LOT AT 101 SOUTH VICTORIA AVENUE TO GREENWOOD STREET FOR THE PURPOSE OF FACILITATING A "FRIGHT NIGHT" TRICK-OR-TREAT EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-31) to the HARP Authority for the use of Victoria Avenue from the HARP Parking Lot at 101 South Victoria Avenue to Greenwood Street for the purpose of facilitating a "Fright Night" Trick-or-Treat event.

SECTION 2.

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

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: October 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

Docusign Envelope ID: B356D9C4-F532-4FBF-BA00-E5C489A2B532

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 125 Riverwalk Place Pueblo, CO 81003**
2. Permitted Area: **Victoria Avenue from the HARP Parking lot at 101 S Victoria Avenue to Greenwood Street**
3. Purpose of Revocable Permit: **Closure of the permitted area to vehicular traffic to facilitate the Fright Night Trick-or-Treat Event.**
4. Commencement Date: **October 25, 2025** Time: **12:00pm**
5. Ending Date: **October 25, 2025** Time: **10:00pm**

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).

Docusign Envelope ID: B356D9C4-F532-4FBF-BA00-E5C489A2B532

(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 2 day of October, 2025.

PERMITTEE:
Organization or Individual: HARP Authority
By: Shayla Keys
Title: REO Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 2nd day of October, 2025 by Shayla Keys as REO Director.

My commission expires: _____.

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

Notary Public

APPROVED this _____ day of 10/16/2025 | 9:34 AM MDT, 20____.
PUEBLO, a Municipal Corporation

By Signed by: Heather Graham 3A85950B7BCA462...

Heather Graham, Mayor

Docusign Envelope ID: 7B5FC4C4-F203-45F0-9658-0E49EE59ACDD

City Clerk's Office Item # M6

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 14, 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-33) TO THE YMCA OF PUEBLO FOR THE USE OF ONE LANE OF SPAULDING AVENUE AND ONE LANE OF PARKER BOULEVARD FOR THEIR 2025 YMCA SPOOKY SPRINT 5K RUN/WALK EVENT

SUMMARY:

Attached is a draft Revocable Permit (REV-25-33) submitted by the YMCA of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The YMCA of Pueblo has submitted a Revocable Permit application (REV-25-33) for the use of one lane of Spaulding Avenue and one lane of Parker Boulevard for their 2025 YMCA Spooky Sprint 5K run/walk event on October 25, 2025 from 7:00 a.m. to 6:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

Docusign Envelope ID: 7B5FC4C4-F203-45F0-9658-0E49EE59ACDD

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from utilizing the right-of-way to host its event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-33

Docusign Envelope ID: 7B5FC4C4-F203-45F0-9658-0E49EE59ACDD

RESOLUTION NO. 16143

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-33) TO THE YMCA OF PUEBLO FOR THE USE OF ONE LANE OF SPAULDING AVENUE AND ONE LANE OF PARKER BOULEVARD FOR THEIR 2025 YMCA SPOOKY SPRINT 5K RUN/WALK EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-33) is authorized to be issued to the YMCA of Pueblo for the use of one lane of Spaulding Avenue and one lane of Parker Boulevard for their 2025 YMCA Spooky Sprint 5K run/walk event on October 25, 2025 from 7:00 a.m. to 6:00 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 (REV-25-33).

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: October 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AR462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

Docusign Envelope ID: B356D9C4-F532-4FBF-BA00-E5C489A2B532

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: **YMCA of Pueblo 3200 E Spaulding Ave 7195435151**
2. Permitted Area: **To close one lane of Spaulding Avenue and one lane of Parker Boulevard**
3. Purpose of Revocable Permit: **Closure of the permitted area to vehicular traffic to facilitate Spooky Sprint 5K Run/Walk event and the 1K Kids Fun Run**
4. Commencement Date: **October 25, 2025** Time: **7:00 a.m.**
5. Ending Date: **October 25, 2025** Time: **6:00 PM**

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

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of $500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

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

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

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

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

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

Docusign Envelope ID: B356D9C4-F532-4FBF-BA00-E5C489A2B532

(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 02 day of October, 2025.

PERMITTEE:
Organization or Individual: YMCA pueblo
By: Dirk Hodge
Title: community program Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 2nd day of October, 2025 by Dirk Hodge as community program director.

My commission expires: .

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

Tacy Suzette Barry
Notary Public

APPROVED this _____ day of 10/16/2025 | 9:34 AM MDT, 20____.
PUEBLO, a Municipal Corporation

By Signed by: Heather Graham 3A85950B7BCA462...

Heather Graham, Mayor

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Melissa Cook, Director Department of Housing & Citizen Services

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a subrecipient agreement between the City and Pueblo County to provide eviction prevention assistance in cooperation with the 10th Judicial District to assist individuals and family's at-risk of homelessness due to pending eviction.

PREVIOUS COUNCIL ACTION:

City Council adopted Ordinance No. 10674 on March 25, 2024, allocating $100,000 to Pueblo County for the use of emergency eviction diversion.

City Council adopted Ordinance No. 10884 on January 13, 2025, allocating $100,000 to Pueblo County for the use of emergency eviction diversion.

City Council has allocated funding for eviction prevention through the adoption of the 2020 Annual Action Plan allocating $300,000 of CDBG-CV funds to foreclosure and eviction prevention activities.

BACKGROUND:

The City of Pueblo received a formula allocation of CDBG-CV funds from the U.S. Department of Housing and Urban Development. Through Ordinance No. 9951, Council established Project No. CDCV-040 Mortgage and Rental Assistance.

FINANCIAL IMPLICATIONS:

Funding is available in the 250 Fund. No local match is required.

BOARD/COMMISSION RECOMMENDATION:

Pueblo County applied for funding to carry out eviction prevention activities during the 2024 Notice of Funding Availability. The County's application was reviewed by the Citizen's Advisory Committee and was ranked No. 1 overall. The Citizen's Advisory Committee presented its recommendations to Council during Work Session on September 11, 2023.

STAKEHOLDER PROCESS:

Three public meetings and two Council Work Sessions were held during the process of funding allocation.

ALTERNATIVES:

City Council can choose not to provide funding for this Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance 10674
2. Ordinance 10884
3. Amendment Eviction Prevention

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, on March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act), which made available $5 Billion in CDBG Coronavirus Response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus; and

WHEREAS, the City of Pueblo, a Colorado Municipal Corporation, received Community development Block Grant CARES Act funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383; and

WHEREAS, the effect of COVID negatively impacted employment, increased the cost of housing, increased the number of evictions and resulted in an increased number of homeless and economically displaced persons; and,

WHEREAS, the City of Pueblo, a Colorado Municipal Corporation, wishes to enter into an agreement with the County of Pueblo to administer an Eviction Diversion Program; NOW,THEREFORE,

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

SECTION 1.

The Agreement dated <> between the County of Pueblo and the City of Pueblo, a Colorado Municipal Corporation, (“the Agreement”), for the delivery of an Eviction Diversion Program in an effort to reduce homelessness, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____

City Clerk

RESOLUTION NO. 10674

A RESOLUTION OF INTENT AND AUTHORIZATION TO ACQUIRE REAL PROPERTY FOR THE HISTORIC ARKANSAS RIVERWALK PROJECT AND RELATED PARKING

WHEREAS, the City has undertaken the construction and development of the project known as the Historic Arkansas Riverwalk Project ("HARP"); and

WHEREAS, the HARP is a large scale public project serving the public, public recreational purposes and providing conservation of an area of scenic, historic and other public interests; and

WHEREAS, additional off-street parking is required for the development of HARP in accordance with its development plan ("HARP Parking"); and

WHEREAS, certain real property is required and necessary for such HARP Parking. NOW, THEREFORE,

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

SECTION 1.

The City Council hereby finds and determines that the interest of the City of Pueblo and its residents; the preservation of the public health, safety and welfare; and the public need, interest and necessity will be served by the acquisition of the real property hereinafter described ("Property") for the HARP Parking and that the HARP Parking be used, constructed and developed in a manner necessary and convenient for public use and purposes. The Property is described as: Lots 1 to 7, Block "B" Kretschmer's Subdivision of Block 1, State Additional to Pueblo, County of Pueblo, State of Colorado, street address: 100 North Victoria Avenue, Pueblo, Colorado, 81003.

SECTION 2.

The City Council does hereby further find and determine that it is necessary and desirable and in the best interest of the City to acquire title and possession of the Property for the HARP Parking.

SECTION 3.

The City Manager or his designated representative be and hereby is authorized and directed to negotiate for and on behalf of the City with the owner or owners of the Property for the purchase thereof by the City. If such negotiations for the purchase of property are unsuccessful, the City Attorney is hereby authorized and empowered to institute condemnation proceedings in the name of the City for the acquisition of the Property through the exercise of the City's power of eminent domain.

SECTION 4.

This Resolution shall become effective upon final passage.

INTRODUCED March 27, 2006

BY Randy Thurston
Councilperson

APPROVED: President of City Council

ATTESTED BY: CITY CLERK

Reso. #100674

Background Paper for Proposed
RESOLUTION

AGENDA ITEM # 10A

DATE: March 27, 2006

DEPARTMENT: Law Department

TITLE
A RESOLUTION OF INTENT AND AUTHORIZATION TO ACQUIRE REAL PROPERTY FOR THE HISTORIC ARKANSAS RIVERWALK PROJECT AND RELATED PARKING

ISSUE
Should the City Council approve a Resolution authorizing the City to proceed to acquire real property for HARP parking?

RECOMMENDATION
Approve the Resolution.

BACKGROUND
In order to further develop HARP in accordance with its development plan additional real property is required and necessary for off-street parking purposes.

FINANCIAL IMPACT
City will incur the costs to acquire the real property for the following: title insurance, appraisal and acquisition. The amounts thereof are unknown at this time and will require additional approval by the City Council.

Docusign Envelope ID: AF21AAC5-018A-4436-87CA-1607DD93AA39

ORDINANCE NO. 10884

AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, on March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act), which made available $5 Billion in CDBG Coronavirus Response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus; and

WHEREAS, the City of Pueblo received Community development Block Grant CARES Act funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383; and

WHEREAS, the effect of COVID negatively impacted employment, increased the cost of housing, increased the number of evictions and resulted in an increased number of homeless and economically displaced persons; and,

WHEREAS, the City of Pueblo wishes to enter into an agreement with the County of Pueblo to administer an Eviction Diversion Program; NOW,THEREFORE,

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

SECTION 1.

The Agreement dated <> between the County of Pueblo and the City of Pueblo, a Colorado Municipal Corporation, ("the Agreement"), for the delivery of an Eviction Diversion Program in an effort to reduce homelessness, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

Docusign Envelope ID: AF21AAC5-018A-4436-87CA-1607DD93AA39

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 January 13, 2025.

Final adoption of Ordinance by City Council on January 27, 2025.

DocuSigned by:
Mark Aliff
B7A4E51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 1/30/2025 | 4:22 PM MST.

☐ 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

Docusign Envelope ID: AF21AAC5-018A-4436-87CA-1607DD93AA39

City Clerk's Office Item # R1

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: January 27, 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 AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a subrecipient agreement between the City and Pueblo County to provide eviction prevention assistance in cooperation with the 10th Judicial District to assist individuals and family's at-risk of homelessness due to pending eviction.

PREVIOUS COUNCIL ACTION:

City Council adopted Ordinance No. 10674 on March 25, 2024, allocating $100,000 to Pueblo County for the use of emergency eviction diversion.

City Council has allocated funding for eviction prevention through the adoption of the 2020 Annual Action Plan allocating CDBG-CV funds to mortgage and eviction prevention activities.

BACKGROUND:

The City of Pueblo received a formula allocation of CDBG-CV funds from the U.S. Department of Housing and Urban Development. Through Ordinance No. 9951, Council established Project No. CDCV-040 Mortgage and Rental Assistance.

Docusign Envelope ID: AF21AAC5-018A-4436-87CA-1607DD93AA39

FINANCIAL IMPLICATIONS:

Funding is available in the 250 Fund. No local match is required.

BOARD/COMMISSION RECOMMENDATION:

Pueblo County applied for funding to carry out eviction prevention activities during the 2024 Notice of Funding Availability. The County's application was reviewed by the Citizen's Advisory Committee and was ranked No. 1 overall. The Citizen's Advisory Committee presented its recommendations to Council during Work Session on September 11, 2023.

STAKEHOLDER PROCESS:

Three public meetings and two Council Work Sessions were held during the process of funding allocation.

ALTERNATIVES:

City Council can choose not to provide funding for this Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance 10674 Packet, Subrecipient Agreement
2. Eviction Diversion Program 2025 County Approved Subrecipient Agreement

AMENDMENT TO AGREEMENT FOR COMMUNITY DEVELOPMENT SERVICES
(Subrecipient Agreement)

THIS AMENDMENT TO SUBRECIPIENT AGREEMENT ("Amendment") is made and entered into this __ day of October, 2025 (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and Pueblo County Department of Human Services, a Colorado governmental agency (hereinafter referred to as the "Subrecipient") for Eviction Diversion Program, CV-040. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

The following recitals are incorporated in and made a part of this Amendment:

WHEREAS, the Parties entered into an Agreement for Community Development Services dated January 1, 2025 (the "Agreement") which was approved by the Pueblo City Council on January 30, 2025 by Ordinance No. 10884.

WHEREAS, the purpose of this Amendment is to amend the term of the Agreement and Project.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto mutually agree as follows:

1. Section 4 of the Agreement shall be hereby amended to read as follows:

   The term of the Agreement shall be from January 1, 2025 to December 31, 2026 unless sooner terminated as herein provided.

2. Section 10(a) of the Agreement shall be hereby amended to include the following:

(vi) First Quarter 2026:	April 15, 2026
(vii) Second Quarter 2026:	July 15, 2026
(viii) Third Quarter 2026:	October 15, 2026
(viv) Fourth Quarter 2026:	January 15, 2027
(x) Annual Report :	January 15, 2027

3. Section B of Exhibit A of the Agreement shall be hereby amended to read as follows:

   The Subrecipient will submit reimbursement requests for services rendered, operating expenditures, and materials purchased supported by original invoices.

   Approved budget is as follows:

Rental Assistance (received through Ordinance 10884):	$100,000.00
Awarded through Amendment dated October __, 2025:	$100,000.00
TOTAL:	$200,000.00

4. Except as modified by this Amendment, the provisions of the Agreement shall remain unchanged and in full force and effect and fully binding on the Parties, their successors and assigns and the Agreement and this Amendment shall be construed together as a single integrated document.

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

ATTEST:

CITY OF PUEBLO,
a Colorado municipal corporation

_____
City Clerk

By_____
Heather Graham, Mayor

APPROVED AS TO FORM:

_____
City Attorney

SUBRECIPIENT:
Pueblo County Department of Human Services

By: _____

Name: _____

Title: _____

Date: _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT NO. CI2518 AND BUDGETING AND APPROPRIATING FUNDS ACCRUED FROM DEPOSIT INTEREST RELATED TO THE AMERICAN RESCUE PLAN ACT REVENUE INTO SAID PROJECT NO. CI2518

SUMMARY:

This Ordinance establishes Project No. CI2518 and budgets and appropriates $50,000 in funds which may be distributed from the City as part of a Small Business Window Repair Mini-Grant Program, which shall provide up to $1,000 to eligible businesses for storefront window and door repair.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Pueblo's commercial districts face high crime linked to blight and visible disorder. The Broken Windows Theory posits the belief that visible neglect encourages further disorder and crime within a community. Pueblo has experienced a recent increase in vandalism of storefronts in the form of broken windows and doors. Many businesses have been forced to operate behind damaged or boarded windows, which can signal disinvestment, deter customers, and fuel crime cycles. Due to the frequent incidents of vandalism, business owners are struggling to absorb ongoing repair costs that create a heavy financial burden in the form of boarding, securing, and repairs. The result is a loss of foot traffic, weaker community confidence, and stalled economic growth.

The American Rescue Plan Act ("ARPA") allocated to the City of Pueblo approximately $36.7 million which has generated approximately $700,000 in interest deposit revenue. The use of these funds in the form of a business window repair mini-grant program in the total amount of $50,000 to provide up to $1,000 per business for storefront window and door repair could assist 50 small businesses in Pueblo's commercial districts with

quick removal of blight, which will restore pride and boost safety.

FINANCIAL IMPLICATIONS:

$50,000 of APRA interest earnings will be transferred to Project CI2518 to fund the project.

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 City Council not authorizing the budget and appropriation of the ARPA funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT NO. CI2518 AND BUDGETING AND APPROPRIATING FUNDS ACCRUED FROM DEPOSIT INTEREST RELATED TO THE AMERICAN RESCUE PLAN ACT REVENUE INTO SAID PROJECT NO. CI2518

WHEREAS, Pueblo's commercial districts face high crime linked to blight and visible disorder; and

WHEREAS, vandalism of storefronts in the form of broken windows and doors has forced businesses to operate behind boarded-up storefronts; and

WHEREAS, the U.S. House of Representatives, on March 10, 2021, passed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act ("ARPA"); and

WHEREAS, the City of Pueblo received approximately $36.7 million in ARPA funds from the U.S. Treasury; and

WHEREAS, the current deposit interest generated from ARPA funds is approximately $700,000.00; and

WHEREAS, City Council believes it to be in the City's best interest to allocate $50,000 from the ARPA deposit interest funds to assist up to fifty Pueblo businesses by providing up to $1,000 per business for storefront window and door repair; NOW, THEREFORE,

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

SECTION 1.

Project Number CI2518 is hereby established, and $50,000 in deposit interest funds received from ARPA funds are budgeted and appropriated to said project.

SECTION 2.

The Mayor, with the approval of City Council, shall develop and implement rules and procedures for the payment of funds from Project Number CI2518 to businesses as reimbursement for eligible expenses.

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: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police
Danny Nunn, Director of Finance

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE "A STEP TOWARDS REDUCING TRAFFIC FATALITIES" GRANT, IN THE AMOUNT OF $36,000, FROM OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026, ESTABLISHING PROJECT NUMBER PS2508, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2508, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2508, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

The Colorado Department of Transportation (CDOT) has informed the Pueblo Police Department that funds are available for the “A Step Towards Reducing Traffic Fatalities” grant. The term of this grant covers the period from October 1, 2025, through September 30, 2026.

PREVIOUS COUNCIL ACTION:

Previous grants of this nature have routinely been approved by City Council each year.

BACKGROUND:

This grant, if approved, will allow the Pueblo Police Department to increase its efforts in speed enforcement. The Police Department anticipates that a continued enforcement presence will be needed to have a long-lasting impact on those who fail to abide by posted speed limits. The Police Department has responded to many serious injury or fatal accidents where speed is a factor and CDOT funding will allow the dedication of full-time officers to address these issues.

FINANCIAL IMPLICATIONS:

This grant will require staff time for project management and reporting. This grant also pays 100% of eligible expenses and requires no grant match. Costs associated with this grant will be paid for through the Public Safety Grant fund.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

There is no stakeholder process required for this grant.

ALTERNATIVES:

Decline the CDOT Grant offer.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. FY26 PPD Notice to Proceed Letter 402
2. FY26 Pre Award Letter PPD

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE "A STEP TOWARDS REDUCING TRAFFIC FATALITIES" GRANT, IN THE AMOUNT OF $36,000, FROM OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026, ESTABLISHING PROJECT NUMBER PS2508, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2508, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2508, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept funding from the State of Colorado Department of Transportation (CDOT) for public and municipal purposes; and

WHEREAS, the Colorado Department of Transportation has tendered a pre-award letter and Notice to Proceed (the Grant Award) for the 2025-2026 “A Step Towards Reducing Traffic Fatalities” speed enforcement funding in an initial amount of $36,000 upon conditions recited therein or incorporated herein by reference; and

WHEREAS, CDOT has made additional awards of funds in the past under previous grant awards and the Pueblo Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by CDOT; and

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

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

SECTION 1.

The grant award between the City of Pueblo, a Municipal Corporation, and the State of Colorado Department of Transportation (CDOT) for the 2025-2026 “A Step Towards Reducing Traffic Fatalities” grant, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor is hereby authorized to execute any associated document in the name of and on behalf of the City of Pueblo, and the City Clerk shall affix the Seal of the City to said documents and attest the same.

SECTION 3.

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

Colorado.

SECTION 4.

Project number PS2508 is hereby established in the Public Safety Grants fund. All current and future funds accepted under this ordinance shall be budgeted and appropriated into project number PS2508 by the Finance Department. Said funds shall only be expended and used for this project.

SECTION 5.

The officers and staff of the City of Pueblo 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 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

COLORADO
Department of Transportation
Office of Transportation
Safety & Risk Management
2829 W. Howard Place
Denver, CO 80204-2305

NOTICE TO PROCEED

Agency Name:	Pueblo Police Department
Grantee's Address:	1 City Hall Place, Pueblo, CO, 81003
Agency's UEI #:	NJK3BNUDRHJ7
Status:	Active Expiration Date: 10/11/2025
Agency Project Manager:	Sgt. M. Sincerbox
Project Description:	Reducing Fatal Crashes Through Speed Enforcement
WBS #:	2026nhtsa402.0204
Federal Award Identification # (FAIN) FY24:	69A37524300004020CO0
Federal Funding Estimated Amount:	$6,325,243.82
Federal Award Identification # (FAIN) FY24:	69A3752430SUP4020CO0
Federal Funding Estimated Amount:	$337553.36
Federal Award Identification # (FAIN) FY25:	69A37525300004020CO0
Federal Funding Estimated Amount:	$6,440,909.86
Federal Award Identification # (FAIN) FY25:	69A3752530SUP4020CO0
Federal Funding Estimated Amount:	$336,982.23
Award Date:	October 1, 2025
Assistance Listing (CFDA)# and Name:	20.600 Section 402 - State and Community Highway Safety
Federal Awarding Agency:	US Department of Transportation (National Highway Traffic Safety Administration (NHTSA)/Federal Regional Contact: Gina Espinosa-Salcedo)
Your Agency's approved Budget Amount:	$36,000.00
Indirect Cost Rate:	N/A
Match or cost sharing amount:	N/A
Research and Development Award:	No
Period of Performance start and end dates:	10/1/25 - 9/30/26

Budget Period start and end dates: 10/1/24-9/30/25

Sgt. Sincerbox,

I am pleased to inform you that the ***Purchase Order #*****411042200** between CDOT, Office of Transportation Safety (OTS) and ***Pueblo Police Department*** has been completed in the amount of **$36,000.00**. These funds are encumbered & obligated to your program, effective October 1, 2025, through September 30, 2026.

An electronic copy of the **Purchase Order** is being emailed to you. If during the course of this grant year you find a need for a modification of your funded dollars or program activities, please contact me for a grant modification form. When submitted it will be reviewed; CDOT's decision will be returned in 10 days.

Please review the attached Award Notification containing General Terms & Conditions associated with receiving Federal dollars, which is attached with this mailing.

Please let me know if you have questions.

Regards,

Jim Bath

Jim Bath Date: 09/12/2025

COLORADO
Department of Transportation
Office of Transportation
Safety & Risk Management

May 16, 2025

City of Pueblo
Sgt. M. Sincerbox
200 S. Main St. Pueblo, CO, 81003

Re: Application Renewal for Federal Fiscal Year 2026
Reducing Fatal Crashes Through Speed Enforcement in the amount of $36,000.00

Sgt. M. Sincerbox:

The Colorado Department of Transportation (CDOT), Office of Transportation Safety (OTS), Highway Safety Office (HSO) would like to thank you for your dedication and interest in improving traffic safety in your community. The HSO is pleased to inform you that your application is ***tentatively*** approved for the amount referenced above. The award amount is contingent upon funds being appropriated at the federal level and becoming available to CDOT, and approval of the FY26 Colorado Annual Grant Application. Final approval of the grant award is also contingent upon completion and approval of the included Grantee Risk Assessment.

This letter does not constitute a contract or a Notice to Proceed. This letter does not authorize any reimbursable activity or expenditures until an action plan is negotiated, developed, and approved and a grant agreement/amendment or purchase order is issued.

If your budget includes out-of-state travel, please work with your Project Manager to determine if there is sufficient detail for the training/conference to be attended, and that the number of attendees requested is within HSO guidelines. This is to ensure the training/conference is 100% traffic safety related, is an allowable expense and is reasonable.

Please feel free to contact me at 720-838-7757 to discuss potential modifications and special conditions that may be associated with your contract or purchase order. Thank you for your commitment toward improving traffic safety.

Sincerely,

Jim Bath

Jim Bath
Program Manager

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 151 NORTH BRADFORD AVENUE FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT TO R-6, MULTIPLE-RESIDENTIAL AND COMMERCIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 151 North Bradford Avenue from B-3, Highway and Arterial Business Zone District to R-6, Multiple-Residential and Commercial Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant is requesting to rezone the subject property from B-3, Highway and Arterial Business Zone District to R-6, Multiple Residential and Commercial Zone District to construct a billboard on the property. The subject property, commonly known as 151 North Bradford Ave, is a 0.30-acre undeveloped parcel adjacent to Interstate 25 at the intersection of North Bradford Street and East 2nd Street. The subject property is currently in a Highway and Arterial Business (B-3) Zone District. The B-3 zone district is intended to provide areas along highways and arterial streets for a wide range of businesses and services. While the subject property is adjacent to I-25, it does not take access directly off the highway. Instead, vehicle and pedestrian access is provided from local streets. The B-3 Zone District does not allow for off-premises signage, including billboards. Should the property be rezoned to a Multiple-Residential and Commercial (R-6) Zone District, the applicant could construct a billboard on the site once all required permitting from the City and CDOT is complete. The R-6 Zone District allows for fewer commercial land uses than the current B-3 zoning but would also allow the property to be used for one-family, two-family, and multifamily residential development.

The R-6 district is a highway-oriented Zone District designed to retain and provide areas of mixed residence, commercial use, and accommodations for travelers. The subject property is designated by the 2022 Pueblo Regional Comprehensive Plan as Urban Neighborhood. Primary Land Uses in Urban Neighborhoods include moderate density residential, supporting land uses include neighborhood-scale commercial retail and service uses. The allowed residential and commercial uses in the R-6 Zone District are compatible with the Urban Neighborhood Future Land Use classification.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their September 10, 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-25-15 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 151 NORTH BRADFORD AVENUE FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT TO R-6, MULTIPLE-RESIDENTIAL AND COMMERCIAL ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-3, Highway and Arterial Business Zone District to R-6, Multiple-Residential and Commercial Zone District:

Lots 1 2 + NELY ½ OF LOT 3, BLOCK 14, PUEBLO

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

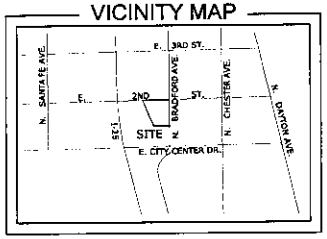
☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

VICINITY MAP



LEGAL DESCRIPTION: Rec. No. 2330909

Lots 1 and 3 and the northeasterly half of Lot 3, Block 14, Pueblo, City of Pueblo, Pueblo County, Colorado

NOTES:

1) This is a Rezoning Site Plan. It is not a Land Survey Plat or Improvement Survey Plat. No research of easements, encumbrances or title of record was performed by Compass Surveying and Mapping, LLC. No Title Commitment was provided for this Drawing. Shown easements are per the recorded plat.

2) Pueblo County Parcel No. 045-312-29-001

3) Address: Vacant Land, Pueblo, Colorado 81008

4) Current Zoning: B-3 (Highway and Arterial Business District)

Proposed Zoning: R-6 (Multiple-residential and Commercial District

Building Setbacks	
Front:	25'
Side:	5'
Rear:	15'



GRAPHIC SCALE
20 0 10 20
(IN FEET)
1 inch = 20 ft.

COMPASS SURVEYING & MAPPING, LLC
3253 WEST CAREFREE CIRCLE
COLORADO SPRINGS, CO 80917
719-354-4120
WWW.CSAMLLC.COM
INFO@SURVEYINGCOLORADO.COM

REZONING SITE PLAN

A PORTION OF BLOCK 14, PUEBLO
CITY OF PUEBLO, COLORADO

REVISIONS:	

PROJECT NO.	25066
DATE:	JUNE 10, 2025
DRAWN BY:	JMJ
CHECKED BY:	MSJ
SHEET:	1 OF 1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, September 10, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 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*:* Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Hannah Prinzi, Planner; and Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

Z-25-15 Rezone: A rezoning of 151 N Bradford Ave, approximately 0.30 acres between E 2nd St and E City Center Dr, from a Highway and Arterial Business (B-3) to Multiple-Residential and Commercial (R-6) Zone District. Staff report by Hannah Prinzi, Planner.

Hearing: Applicant Justin Johnston 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 Spinuzzi.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-15

September 10, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Hannah Prinzi, Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
SUBJECT:	Rezoning from a Highway and Arterial Business (B-3) to Multiple-Residential and Commercial (R-6) Zone District
APPLICANT:	Justin Johnston, Lamar Advertising
PROPERTY OWNER:	Melvin Ortiz
LOCATION:	151 N Bradford Ave
CONCURRENT REQUESTS:	ZBA-25-25

REQUEST:
Rezone 151 N Bradford Ave from a Highway and Arterial Business (B-3) to Multiple Residential and Commercial (R-6) Zone District to construct a billboard.

BACKGROUND AND ANALYSIS:
The applicant is requesting to rezone the subject property from a Highway and Arterial Business (B-3) to Multiple Residential and Commercial (R-6) Zone District to place a billboard on the property. The subject property, commonly known as 151 N Bradford Ave, is a 0.30-acre parcel adjacent to Interstate 25 at the intersection of N Bradford St and E 2nd St. It sits undeveloped.

The subject property is currently in a Highway and Arterial Business (B-3) Zone District. This district is intended to provide areas along highways and arterial streets for location of business and services. It allows for a broad variety of commercial uses by-right, including automobile dealerships, bowling alleys, gas stations, hospitals, restaurants, retail sales, and urgent care facilities. While the subject property is adjacent to I-25, it does not take access directly off the highway. Instead, vehicle and pedestrian access is through local streets. The B-3 Zone District does not allow for off-premises signage, including billboards.

Should the property be rezoned to a Multiple-Residential and Commercial (R-6) Zone District, the applicant could construct a billboard there. The R-6 Zone District allows for fewer commercial land uses than the current B-3 zoning but would also allow the property to be used for one-family, two-family, and multifamily residential development. The R-6 district is a highway-oriented Zone District designed to retain and provide areas of mixed residence, commercial use, and accommodations for travelers. The subject property is designated for future land use as Urban Neighborhood by the 2022 Regional Comprehensive Plan. Urban Neighborhood is characterized by traditional urban neighborhoods: uniform block sizes with gridded streets, alleys, and an integrated mix of housing types supported a variety of neighborhood-scale services and amenities. Thus, the R-6 Zone District matches the characteristics of the Urban Neighborhood designation.

The applicant has provided a tentative site plan showing the placement of the billboard on the property (See Exhibit E). Should the property be rezoned, they would need to acquire and obtain a building permit before construction of the billboard can begin. The building permit will also trigger site improvements, including landscaping, sidewalk, curb, and gutter. The applicant has been informed by staff of these requirements. The applicant also needs to acquire a permit from CDOT and comply with the current Colorado Outdoor Advertising Act in the Colorado Revised Statutes.

SITE CHARACTER AND COMPATIBILITY

Site Character: The subject property is an undeveloped parcel near Interstate 25. There are one-family residences to the north and east of the property.

Neighborhood Compatibility:

North: Multiple-Residential and Office (R-5) Zone District: one-family residences

East: Multiple-Residential and Office (R-5) Zone District: one-family residences

South: Government Use (S-1), Subregional Business (B-2), and Multiple-Residential and Commercial (R-6) Zone District: Interstate 25, car rental agency and vacant land

West: Government Use (S-1): Interstate 25

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Urban Neighborhood. The Urban Neighborhood classification calls for primary land uses of single-family detached and attached homes, duplexes, and townhomes with secondary land uses of ADUs, small-scale multi-family dwellings, neighborhood-scale commercial, retail, parks, schools, libraries, and community gardens.

ZONING AMENDMENT TEST

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

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

❑ Comments **Affirmative.**

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

❑ Comments **Not Applicable**

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

❑ Comments **Not Applicable**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51 OF THE PMC:

Multiple-Residential and Commercial (R-6) Zone District Standards:
Purpose. The standards of this district (R-6) are highway-oriented and designed to retain and provide areas of mixed residence, commercial use, and accommodations for travelers.

- Minimum Lot Width: 50’
- Minimum Lot Size: 3,000 Square Feet, with additional lot size requirements for multifamily dwelling unit structures.

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

REFERRAL AGENCIES AND COMMENTS:

• City Public Works	No comment
• City Transportation	The applicant will need to obtain a permit through CDOT and meet all CDOT safety requirements.
• 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	“Advertising Devices” adjacent to state highways ***require*** a CDOT Permit.

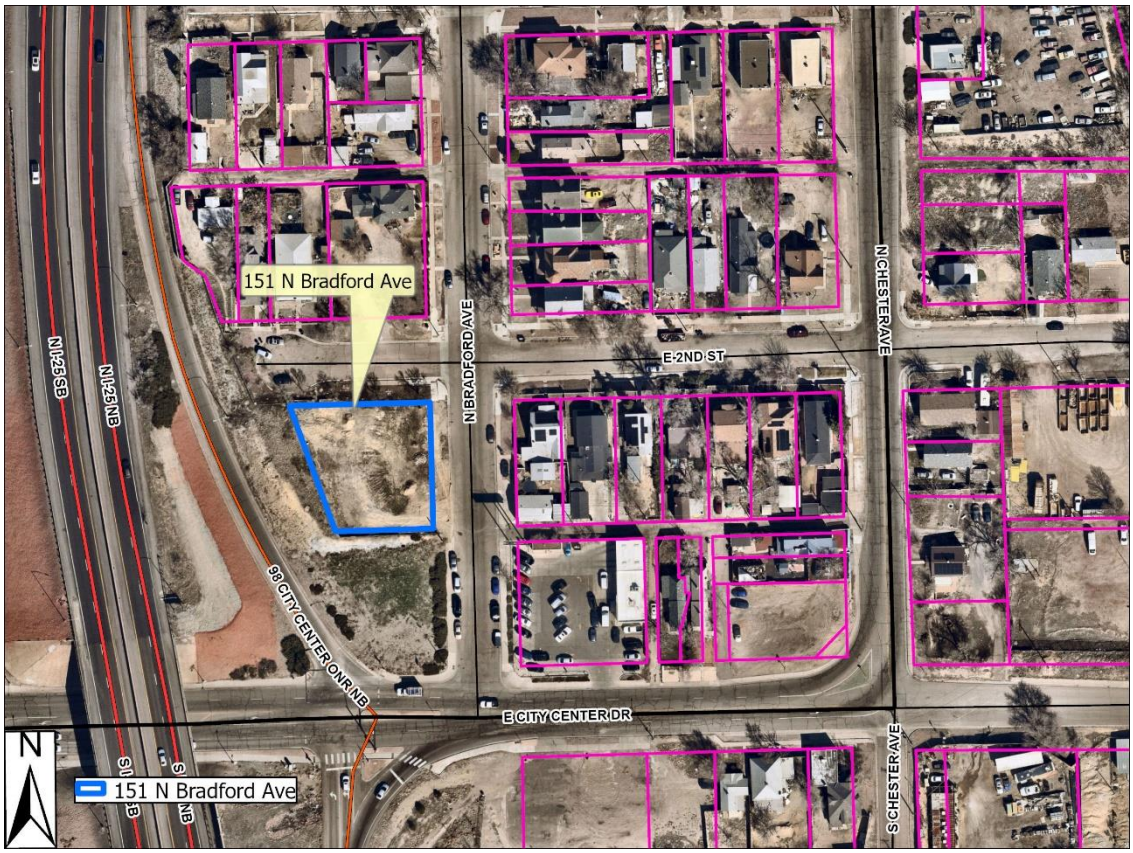
	On-premises and off-premises signage shall comply with the current Colorado Outdoor Advertising Act (Sections 43-1-401 to 421, C.R.S.) Any utility work within the state highway right of way will require a utility permit from CDOT

ATTACHMENTS:

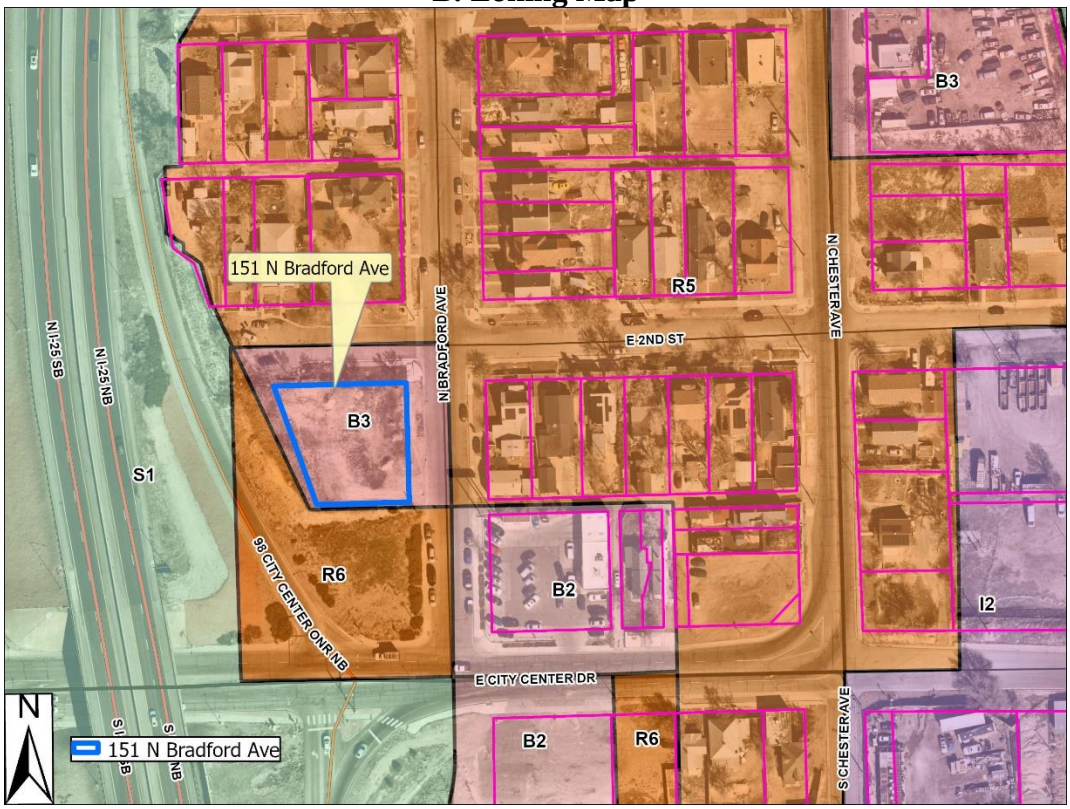
A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice and Site Photos
E. Supporting Documents: Application, Rezoning Exhibit, Tentative Site Plan, Zone District Info Sheet for B-3, Zone District Info Sheet for R-6

A. Aerial Map

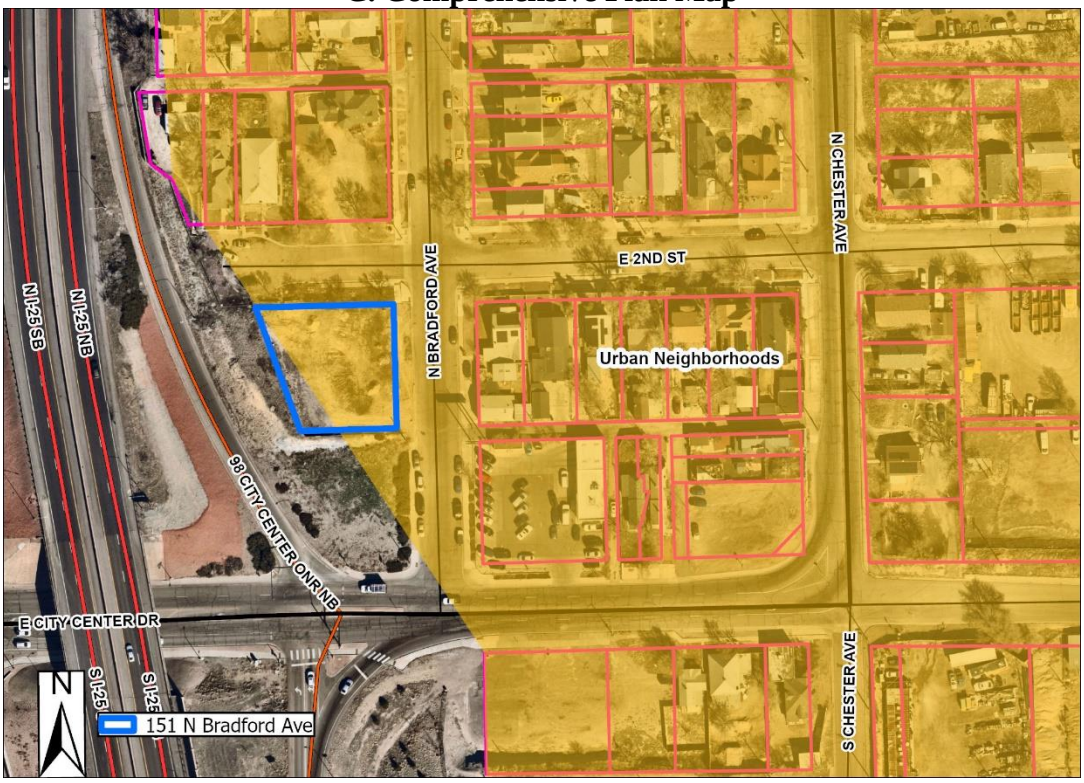

E 2ND ST
151 N Bradford Ave
N BRADFORD AVE
SB CITY CENTER ONR
N
151 N Bradford Ave


151 N Bradford Ave
N BRADFORD AVE
N CHESTER AVE
E 2ND ST
N I-25 SB
N I-25 NB
NB CITY CENTER ONR NB
E CITY CENTER DR
S CHESTER AVE
N
151 N Bradford Ave

B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo and Site Photos







E. Supporting Documents: Application, Rezoning Exhibit, Tentative Site Plan, Zone District Info Sheet B-3, Zone District Info Sheet for R-6.

To view the supporting documents, please see the following pages.

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Map Amendment Application

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

Property Owner	
Name: MELVIN ORTIZ	
Company:	
Address: 3900 AZALEA ST. PUEBLO CO	Zip: 81005
Phone: (719) 564-7425	Email:
Applicant	
Name: JUSTIN JOHNSTON	
Company: LAMAR ADVERTISING	
Address: 720 SEEDLING CT. COLORADO SPRINGS, CO	Zip: 80915
Phone: (719) 309-3024	Email: JUJOHNSTON@LAMAR.COM
Person of Firm Representing Owner or Applicant	
Name: JUSTIN JOHNSTON	
Company: LAMAR ADVERTISING	
Address: 720 SEEDLING CT. COLORADO SPRINGS, CO	Zip: 80915
Phone: (719) 309-3024	Email: JUJOHNSTON@LAMAR.COM

The applicant will be the primary contact unless otherwise noted.

Project Location: (address or general description) 2ND & BRADFORD - PARCEL ID: 04-312-29-001

Legal Description: LOTS 1, 2 + NELY 1/2 LOT 3 BLK 14 PUEBLO

Subdivision: PUEBLO Acreage: .3030

Existing Zone District: B-3 **Proposed Zone District:** R-6

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): _____

(Continue Next Page)

(Continued from previous page)

Statement of Facts:
Justifying the zone change request. Be specific; use additional sheets if necessary.

SEE ATTACHED DOCUMENT - EXHIBIT A - REZONING JUSTIFICATION STATEMENT

Description of area surrounding proposed development:

SEE ATTACHED - EXHIBIT B - 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.

SEE ATTACHED- EXHIBIT C - GENERAL DESCRIPTION OF PROPOSED DEVELOPMENT

☑ 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: SEPTEMBER 2025

Estimated date for completion of project: SEPTEMBER 2025

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

SEE ATTACHED - EXHIBIT D - ECONOMIC RESPONSIBILITY AND COMPATIBILITY STATEMENT.

☐ 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.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner

Print Name:		
Signature:		Date:

Applicant if different from Property Owner

Print Name:	JUSTIN JOHNSTON - LAMAR ADVERTISING	
Signature:	Justin Johnston	Date: 6/16/25

Office Use Only

Zoning Compliance (Completed by City Staff)

Application received by:	Date:
Application checked for completeness by:	Date:
Case Manager:	Fee Paid:
Hearing date: ☐ Approved ☐ Denied ☐ Approved w/conditions	

Exhibit A – Rezoning Justification Statement
Rezoning Request: B-3 to R-6
Parcel Number: 04-312-29-001
Property Owner: Melvin Ortiz
Applicant/Representative: Justin Johnston, Lamar Advertising of Colorado Springs and Pueblo

Background and Justification

This rezoning request seeks to return the subject property to its original R-6 zoning designation from its current B-3 designation. Although the property was previously rezoned to B-3, it was never developed under that classification. The proposed rezoning will allow for the construction of a new billboard, which will be submitted for approval concurrently with this rezoning application.

Proposed Billboard and Compliance with R-6 Regulations

Use by Review: Billboards are an allowed use by review in the R-6 zoning district.
Sign Regulations:

- Base height limit: 30 feet
- Base sign area limit: 300 square feet

Variance Requests: Due to visual obstructions in the area, variances will be requested to increase:

- Height by 25% (to 37.5 feet)
- Sign area by 25% (to 375 square feet)

These adjustments represent the maximum variance allowed under City regulations and are necessary to ensure adequate visibility of the sign given surrounding conditions.

Community and Economic Benefits of the Billboard

1. **Support for Pueblo's Small Businesses**
   The billboard will provide affordable advertising opportunities for local businesses, many of which have been impacted by recent billboard removals due to CDOT projects. This will help businesses reestablish effective communication with the Pueblo community.
2. **Alignment with the Comprehensive Plan**
   The Urban Neighborhood placetype in the Pueblo Comprehensive Plan supports mixed-use areas that incorporate commercial elements to enhance economic sustainability. The R-6 zoning district

allows for residential and compatible commercial uses, making it more appropriate than the current B-3 designation.

3. **Strategic Location and Infrastructure Considerations**
   The property is adjacent to I-25, making it a prime corridor for regional advertising and community messaging. Ensuring visibility is crucial for effective use, which is why the variances are necessary.
4. **Undeveloped Status of the Property**
   Despite being rezoned to B-3, the site has remained undeveloped, indicating that the R-6 designation is more appropriate for supporting future use.

Conclusion

Approving this rezoning request will allow for the construction of a new billboard, providing much-needed advertising opportunities for Pueblo's small businesses, while restoring the property to its original R-6 zoning designation. Additionally, this aligns with the City of Pueblo's goals for balanced growth, economic sustainability, and community development in the Urban Neighborhood placetype.

This request will be presented to the Planning and Zoning Commission (P&Z), and we welcome any further discussion to ensure the rezoning meets the City's long-term planning objectives.

Exhibit B – Description of Area Surrounding Proposed Development
Rezoning Request: B-3 to R-6
Parcel Number: 04-312-29-001
Location: N. Bradford Street between E 1st and E 2nd Streets, Pueblo, CO
Applicant: Justin Johnston, Lamar Advertising
Property Owner: Melvin Ortiz

Land Use and Zoning Context

The property is located in a mixed-use area within Pueblo's "Urban Neighborhood" Comprehensive Plan designation. The surrounding context includes:

- **North and East:** Primarily residential (R-5 and R-6 zoning) with single-family homes and small-scale businesses, including waste service companies and auto-related services.
- **South:** A mix of commercial and light industrial uses, such as Enterprise Rent-A-Car, and roofing and truck repair companies.
- **West:** I-25 corridor, providing regional traffic exposure and access. Beyond the interstate, there are civic and commercial uses like Sangre de Cristo Arts Center, community banks, and restaurants.

This corridor serves as a transitional area between downtown commercial activity and residential neighborhoods, making it well-suited for mixed-use designations like R-6.

Transportation and Infrastructure

- **Access:** The site is located directly off E 1st Street, which provides quick access to I-25 via nearby interchanges.
- **Infrastructure:** The site is already serviced by urban infrastructure including roads, sewer, water, and electricity.
- **Transit:** While oriented toward vehicular access, the area includes a grid street layout that supports multimodal movement.

Site Visibility and Conditions

The property is directly visible from I-25; however, tree cover, grade changes, and nearby structures affect the sightline. The proposed billboard installation would require variances to improve visibility, which is critical for functional use. These variances fall within the city's permitted maximum adjustments.

Exhibit C – General Description of the Proposed Development
Rezoning Request: B-3 to R-6
Parcel Number: 04-312-29-001
Location: N. Bradford Street between E 1st and E 2nd Streets, Pueblo, CO
Applicant: Justin Johnston, Lamar Advertising
Property Owner: Melvin Ortiz

Project Overview

The proposed development consists of the construction of a new **freestanding billboard** on an undeveloped parcel adjacent to I-25. The site, currently zoned B-3, is being rezoned back to R-6 to align with its original designation and the city's Comprehensive Plan. Billboards are an allowed use by review in the R-6 district.

The billboard will serve as a regional advertising asset, helping small businesses in Pueblo reach a broader audience. This is particularly important in the wake of several billboard removals due to Colorado Department of Transportation (CDOT) construction activities.

Billboard Specifications

- **Height:** 37.5 feet (with 25% variance over the R-6 limit of 30 feet)
- **Sign Area:** 375 square feet (with 25% variance over the R-6 limit of 300 sq ft)
- **Structure Type:** Single-pole, dual-facing static or digital display (TBD by final permit)

The requested variances are necessary to ensure visibility from I-25, considering existing obstructions such as tree cover and site elevation.

Site Use and Access

- The development will occupy a minimal footprint and **will not generate significant traffic or noise**.
- Access will be provided via a local service road off E 1st Street, with no impact to public right-of-way or traffic circulation.
- No public utilities are required beyond minimal electrical service.

Environmental and Community Impacts

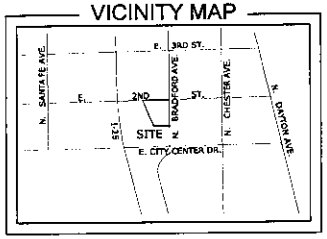
- **Environmental Impact:** Negligible, as the installation involves limited land disturbance and no new paving or large-scale infrastructure.
- **Community Benefit:** Supports local economic development by restoring lost advertising capacity for small businesses.
- **Land Use Compatibility:** The project is consistent with the "Urban Neighborhood" placetype, which supports a mix of residential and compatible commercial functions.

Exhibit D – Economic Responsibility and Capability Statement
Rezoning Request: B-3 to R-6
Parcel Number: 04-312-29-001
Location: N. Bradford Street, Pueblo, CO
Applicant: Justin Johnston, Lamar Advertising
Property Owner: Melvin Ortiz

Lamar Advertising will be fully responsible for all costs related to the proposed billboard project, including permitting, construction, and maintenance. No public funding or city resources will be used.

Lamar is a nationally recognized outdoor advertising company with successful projects completed across the United States, including in Colorado and the City of Pueblo. The company has the financial resources, experienced staff, and proven track record to complete this project in full compliance with all local requirements.

VICINITY MAP



LEGAL DESCRIPTION: Rec. No. 2330909

Lots 1 and 3 and the northeasterly half of Lot 3, Block 14, Pueblo, City of Pueblo, Pueblo County, Colorado

NOTES:

1) This is a Rezoning Site Plan. It is not a Land Survey Plat or Improvement Survey Plat. No research of easements, encumbrances or title of record was performed by Compass Surveying and Mapping, LLC. No Title Commitment was provided for this Drawing. Shown easements are per the recorded plat.

2) Pueblo County Parcel No. 045-312-29-001

3) Address: Vacant Land, Pueblo, Colorado 81008

4) Current Zoning: B-3 (Highway and Arterial Business District)

Proposed Zoning: R-6 (Multiple-residential and Commercial District

Building Setbacks	
Front:	25'
Side:	5'
Rear:	15'



GRAPHIC SCALE
20 0 10 20
(IN FEET)
1 inch = 20 ft.

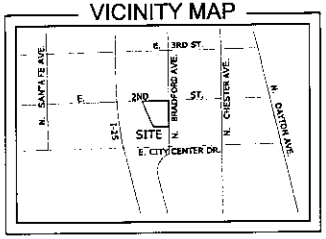
COMPASS SURVEYING & MAPPING, LLC
3253 WEST CAREFREE CIRCLE
COLORADO SPRINGS, CO 80917
719-354-4120
WWW.CSAMLLC.COM
INFO@SURVEYINGCOLORADO.COM

REZONING SITE PLAN

A PORTION OF BLOCK 14, PUEBLO
CITY OF PUEBLO, COLORADO

REVISIONS:	
PROJECT NO.	25066
DATE:	JUNE 10, 2025
DRAWN BY:	JMJ
CHECKED BY:	MSJ
SHEET:	1 OF 1

VICINITY MAP



LEGAL DESCRIPTION: Rec. No 2330909

Lots 1 unit 3 and the northeasterly half of Lot 3, Block 14, Pueblo, City of Pueblo, Pueblo County, Colorado

NOTES:

1) This is a Sign Application Site Plan. It is not a Land Survey Plat or Improvement Survey Plat. No research of easements, encumberances or title of record was performed by Compass Surveying and Mapping, LLC. No Title Commitment was provided for this Drawing. Shown easements are per the recorded plat.

2) Pueblo County Parcel No.: 05-241-05-010

3) Address: Vacant Land, Pueblo, Colorado 81008

4) Field work was completed on April 24, 2025

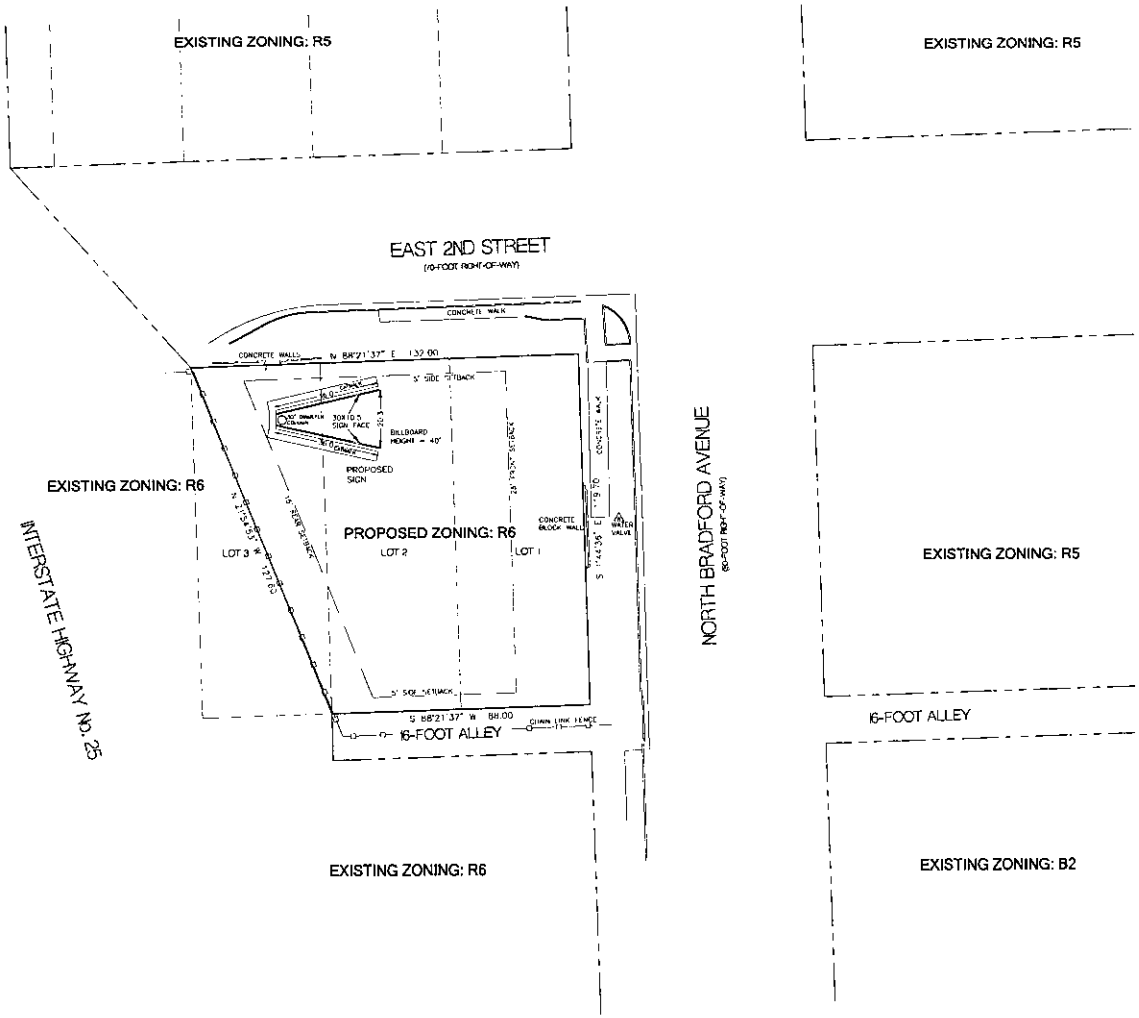
5) This site is zoned: M-6 (Multiple-residential and Commercial District

Building Setbacks:

Front:	25'
Side:	5'
Rear:	15'

Applicant
Lamar Advertising
Justin Johnston - Real Estate Manager
720 Seedling Ct., Colorado Springs, CO 80915
719-309-3024 - JJohnston@lamar.com

Owner
Melvin Ortiz
3900 Arafee St
Pueblo, CO 81005



GRAPHIC SCALE
20 0 10 20
(IN FEET)
1 inch = 20 ft.

COMPASS SURVEYING & MAPPING, LLC 3253 WEST CAREFREE CIRCLE COLORADO SPRINGS, CO 80917 719-954-4120 WWW.CSAMLLC.COM INFO@SURVEYINGCOLORADO.COM	**SIGN APPLICATION SITE PLAN**	A PORTION OF BLOCK 14, PUEBLO CITY OF PUEBLO, COLORADO	REVISIONS:

PROJECT NO.	25066
DATE:	JUNE 10, 2025
DRAWN BY:	JMJ
CHECKED BY:	MSJ
SHEET:	1 OF 1

Zone District: B-3 (Highway and Arterial Business District)

Purpose. The standards of this district (B-3) are intended to provide areas along highways and arterial streets for location of business and services.

Setbacks: Front: 25' Side: 15'* Rear: 15'*
* Does not apply on the portion of the parcel adjacent to another parcel also in a business or Industrial zone. It does apply when the portion of the parcel is adjacent to a residential or special zone (streets and alleys not considered.).

Coverage:	50%	
Floor Area Ratio:	1.5	
Max. Height:	50'	(See Section 17-4-6 for additional setbacks required for structures over 35' in height)
Minimum Lot Width:	50'	
Minimum Lot Size:	5,000 Square Feet	

Performance standards: § 17-4-5(1).

Outdoor Lighting § 17-4-52 Outdoor Lighting Performance Standards.

Off Street Parking § 17-4-43 Off-street parking non-residential.

Landscape: Required. § 17-4-7

Public Sidewalks: § 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

1. Accessory commissary
2. Accessory community garden
3. Accessory dwelling unit, established
4. Accessory heliport, emergency medical
5. Adult day service center
6. Ambulance service
7. Art gallery
8. Auditorium
9. Automobile dealership
10. Automobile rental
11. Bakery, retail
12. Banquet hall
13. Bar, tavern
14. Beauty salon or barbershop
15. Bed and breakfast home
16. Bed and breakfast inn
17. Blood bank or donor station
18. Body art studio
19. Bowling alley
20. Broadcasting studio
21. Butcher shop
22. Car wash
23. Catering service
24. Charitable institution
25. Child care center
26. Civic club
27. Community center
28. Contractor's shop
29. Dog care facility
30. Farmers market
31. Financial drive-up facility
32. Financial institution
33. Funeral home
34. Gas station
35. General service
36. Health club
37. Hospital
38. Hotel (Motel)
39. Instructional studio
40. Laundromat
41. Laundry service
42. Library
43. Massage establishment
44. Mortuary
45. Museum
46. Office, general
47. Office, medical
48. Office, professional
49. Parking lot
50. Parking structure
51. Pawnshop
52. Pet shop

Uses by right.

53. Pharmacy
54. Photography studio
55. Precious metal purchaser
56. Print shop
57. Public utilities
58. Recreation facilities, indoor
59. Religious institution
60. Residence, established
61. Restaurant
62. Restaurant, carry-out
63. Retail sales, auto parts
64. Retail sales, big box
65. Retail sales, garden center
66. Retail sales, general
67. Retail sales, liquor store
68. Retail sales, tires
69. School, college or university
70. School, general
71. School, preschool
72. Temporary farmers market
73. Theater, general
74. Theater, multiplex
75. Truck stop
76. Urgent care facility
77. Wedding facility

Uses by review.

1. Automobile repair, body shop
2. Commercial, established
3. Commissary
4. Community correctional facility or program
5. Crematory
6. Flea market
7. Food and drink processing facility, minor
8. Food warehousing
9. Heliport, emergency medical
10. Homeless shelter
11. Hospice care facility
12. Kennel (cattery)
13. Laboratory
14. Microbrewery
15. Mobile home sales
16. Parks, trails and open space
17. Pawnshop, automobile
18. Payday loan agency
19. Recreation facilities, general
20. Residence, condominium
21. Residence, multifamily
22. Residence, watchman or caretaker
23. Shooting range
24. Storage facility, outdoor
25. Storage facility, self-storage
26. Student Housing
27. Temporary retail sales, intermittent
28. Tow service
29. Transit station
30. Truck sales and service
31. Warehousing uses
32. Wholesaling uses
33. Wind Turbine

Conditional uses:

1. Accessory antenna
2. Accessory commercial patio
3. Accessory drive-thru
4. Accessory emergency generator
5. Accessory medical marijuana home cultivation
6. Accessory medical marijuana optional cultivation
7. Accessory solar array
8. Artist studio
9. Automobile repair, lube shop
10. Automobile repair, paintless dent repair
11. Automobile repair, repair shop
12. Brewpub
13. Community garden
14. Development in floodplain
15. Home based business
16. Medical marijuana center (dispensary) (Limited use permit)
17. Mobile food vendor
18. Recreational vehicle, sales and service
19. Rental shop, equipment
20. Rental shop, general
21. Repair shop, consumer items
22. Repair shop, durable goods
23. Retail marijuana testing facility
24. Retail sales, building materials
25. Retail sales, retail marijuana
26. School, trade
27. Smoking lounge
28. Temporary construction yard
29. Temporary mobile auto repair
30. Temporary outdoor sales, seasonal
31. Tower (Antenna)
32. Veterinary clinic
33. Woodworking

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Zone District: R-6 (Multiple-residential and Commercial District)

Purpose. The standards of this district (R-6) are highway-oriented and designed to retain and provide areas of mixed residence, commercial use and accommodations for transients.

Setbacks:	Front	25’	Side	5’	Rear	15’
	See Section 17-4-6 for multi-story buildings OVER 35’ in height					
Coverage:	50%					
Floor Area Ratio	2					
Max. Height	Unlimited					
Minimum Lot Width:	50’					
Minimum Lot Size:	3,000 Square Feet (*)					

(*) Three (3) to five (5) family dwelling unit structures shall have one thousand five hundred (1,500) square feet of lot area per dwelling unit.

(*) Six (6) or more family dwelling unit structures and other permitted uses shall have a minimum of eight thousand (8,000) square feet of lot area or one thousand (1,000) square feet per dwelling unit, whichever is greater and, if one (1) to three (3) habitable stories, shall provide at least twenty percent (20%) of the parcel in landscaped open space; if over four (4) habitable stories, shall provide at least fifty percent (50%) of the parcel in landscaped open space. Up to one-half (1/2) of the required open space may be in the form of balconies of at least four (4) feet wide on roofs developed and maintained as garden or recreation areas, but in no case shall space provided for off-street parking, loading or road access ways be counted as open space; and provided that the other permitted uses shall provide a parcel of land at least five thousand (5,000) square feet.

Single Family Homes:	§ 17-4-11 Single family home placement standards
Performance standards:	§ 17-4-4(c)
Off Street Parking	§ 17-4-43 Off-street parking nonresidential.
Landscape:	Required § 17-4-7. Landscape performance standards.
Outdoor Lighting	§ 17-4-52 Outdoor Lighting Performance Standards.
Public Sidewalks:	§ 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

1. Accessory commissary
2. Accessory community garden
3. Accessory dwelling unit, established
4. Accessory heliport, emergency medical
5. Bar, tavern
6. Beauty salon or barbershop
7. Bed and breakfast home
8. Bed and breakfast inn
9. Boarding-house
10. Car wash
11. Charitable institution
12. Child care center
13. Convent / Monastery
14. Gas station
15. Home, Children
16. Home, Disabled
17. Home, elderly
18. Hospital
19. Hotel (Motel)
20. Laundromat
21. Library
22. Manufactured home, one-family
23. Mixed Use
24. Mortuary
25. Office, general
26. Office, medical
27. Office, professional
28. Parking lot
29. Photography studio
30. Religious institution
31. Residence, condominium
32. Residence, multifamily
    Residence, one-family
33. Residence, townhouse
34. Residence, two-family (duplex)
35. Restaurant
36. Retail sales, general
37. Retail sales, liquor store
38. Wedding facility

Uses by review.

1. Accessory drive-thru
2. Accessory emergency generator
3. Catering service
4. Commercial, established
5. Community center
6. Community correctional facility or program
7. Financial institution
8. Funeral home
9. General service
10. Golf course
11. Group care facility
12. Halfway house
13. Homeless shelter
14. Massage establishment
15. Mobile home sales
16. Nursery
17. Nursing home
18. Parks, trails and open space
19. Pawnshop
20. Public utilities
21. Recreation facilities, general
22. Recreation facilities, indoor
23. Recreational park
24. Recreational vehicle, sales and service
25. Restaurant, carry-out
26. Retail sales, garden center
27. Sign, billboard
28. Student Housing
29. Temporary outdoor sales, seasonal
30. Veterinary clinic

Conditional uses:

1. Accessory antenna
2. Accessory commercial patio
3. Accessory medical marijuana home cultivation
4. Accessory solar array
5. Brewpub
6. Child care home
7. Community garden
8. Development in floodplain
9. Home based business
10. Legal non-conforming uses
11. Temporary construction yard
12. Temporary model home (sales office)

August 25, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Justin Johnston, Lamar Advertising, for the approval of the following application:

Z-25-15 Rezone: A rezoning of approx. 0.30 acres of land known as 151 N Bradford Ave located between E 2nd St and E City Center Dr from a Highway and Arterial (B-3) Business to Multiple-Residential and Commercial (R-6) Zone District.

The Planning and Zoning Commission meeting will be held on **September 10, 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. If you cannot attend in-person, written testimony can be accepted up to 48 hours before the hearing date. 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**.

Beritt Odom, Director of Planning & Community Development
By Hannah Prinzi, Planner
(719) 553-2259

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Beritt Odom, Director of Planning & Community Development
By Hannah Prinzi, Planner
(719) 553-2259

CASE NUMBER: Z-25-15

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 151 N Bradford Ave. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

August 26, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

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

August 26, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
206 BRADFORD LLC	33776 FORD RD	PUEBLO	CO	81006-9432
209 N B A LLC	14423 E WAGONTRAIL	AURORA	CO	80015-2159
AEON PROPERTIES SOUTH LLC	PO BOX 9331	COLORADC	CO	80932-0331
ARELLANO JOSEPH D	219 N BRADFORD AVE	PUEBLO	CO	81003-3323
BAROS FRED	20004 ASPEN ROSE DR	WESTON	CO	81091-7709
BLISSFUL HOMES LLC	8420 SWEETGUM TERI	COLORADC	CO	80920
C D B HOLDINGS #301 LLC	3005 DRAKESTONE DR	COLORADC	CO	80909-1356
DAHL REGIS E + DAHL PAULA	306 E 2ND ST	PUEBLO	CO	81003
DEMARCO BETHANY CHRISTINA	1800 KINGSROYAL BLV	PUEBLO	CO	81005-2183
F I P HOLDINGS LLC	5994 S HOLLY ST PMB	GREENWO	CO	80111-4221
FARRAND PATRICK BRIAN	312 E 2ND ST	PUEBLO	CO	81003-3305
GALLEGOS FRANK / MAEZ CINDY	302 E 2ND ST	PUEBLO	CO	81003-3305
HARGUS DAVID ALLEN	313 E CITY CENTER DR	PUEBLO	CO	81003-3007
IBARRA VERONICA/IBARRA SIMONE	2512 TAYLOR LN	PUEBLO	CO	81005-2743
LEON AMY A	221 E 2ND ST	PUEBLO	CO	81003-3302
M E J 4 C PRPOPERTIES LLC/JORDAN DA	PO BOX 8477	PUEBLO	CO	81008-8477
MATA PATRICIA COLLEEN	314 E 2ND ST	PUEBLO	CO	81003-3305
MICELI GARY R/MICELI JENNY M	39 S GOLFVIEW DR	PUEBLO W	CO	81007-1809
ORTIZ MELVIN	3900 AZALEA ST	PUEBLO	CO	81005-3012
PARROT HEAD PROPERTIES LLC	3000 8TH AVE	PUEBLO	CO	81008-1219
PINEDO ALICE M	224 E 3RD ST	PUEBLO	CO	81003-3307
RAEL MARTHA/RAEL SYLVIA L/MCGANN AI	303 N BRADFORD AVE	PUEBLO	CO	81003-3325
RAIGOZA FERNANDO P	109 N CHESTER AVE	PUEBLO	CO	81003-3331
REBETERANO JANA	220 S BRADFORD AVE	PUEBLO	CO	81003-3328
REDROCK INVESTMENT TRUST	455 MACKENZIE AVE	CANON CIT	CO	81212-9334
SHARP JAMES L/SHARP JACQUELYNN S	2928 7TH AVE	PUEBLO	CO	81008-1213
STRINGER MATTHEW T	3932 GOODNIGHT AV	PUEBLO	CO	81005-1120
TORRES LORRIE ANN GONZALEZ/TORRES C	311 E 2ND ST	PUEBLO	CO	81003-3304
TRUJILLO RACQUEL LEANNE/ARAGON CRU	317 E 2ND ST	PUEBLO	CO	81003-3304
TWO CITY PRO LLC	4310 LOOMIS	COLORADC	CO	80906-5212
URENDA PETE	PO BOX 110956	AURORA	CO	80042-0956
VIGIL RICHARD R	320 E 2ND ST	PUEBLO	CO	81003-3305

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE EXTENDING THE DEFERRED FILINGS PERIOD FOR THE MEMORIAL HEIGHTS SUBDIVISION TO MAY 31, 2026

SUMMARY:

This ordinance extends the deferred filings period for the Memorial Heights subdivision until May 31, 2026.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9995, which conditionally approved the Memorial Heights Subdivision was passed by City Council on August 23, 2021 and approved by the Mayor on August 24, 2021.

BACKGROUND:

The City received an application for resubdivision of properties located within the Central Pueblo, Hobson's, and Kretschmer's Subdivisions, respectively, in 2021. The subdivision plat was ultimately approved on August 24, 2021 under Ordinance No. 9995, with a condition that all required documentation supporting the subdivision be submitted and approved within one year of the ordinance being approved. That condition was not met and the ordinance is now in a "rescinded" status unless City Council takes action to affirmatively extend the deferred filings deadline for the subdivision through passage of an ordinance. The property owner has recently submitted the final documentation required for the subdivision and is requesting that the City record the subdivision plat and associated documents. In order to proceed with recording the subdivision documents, Council must authorize an extension to the deferred filings deadline specified in Section 12-4-8 (b) (2) of the Pueblo Municipal Code.

FINANCIAL IMPLICATIONS:

There are no direct financial implications to the City as a result of the passage and

approval of this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to pass and approve this ordinance will prevent the City from recording the Memorial Heights subdivision plat and associated documents and the Director of Public Works will transmit written notice to the landowner that Ordinance No. 9995 has been repealed. This would require the landowner to submit a new subdivision application.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE EXTENDING THE DEFERRED FILINGS PERIOD FOR THE MEMORIAL HEIGHTS SUBDIVISION TO MAY 31, 2026

WHEREAS, City Council by Ordinance No. 9995, adopted August 23, 2021, conditionally approved the Memorial Heights Subdivision with the condition that all deferred filings be filed with and approved by the Director of Public Works within one year unless a time extension is granted by the City Council; and

WHEREAS, the subdivider has requested such a time extension, submitted all deferred filing necessary to complete the subdivision process and has requested that the City record the subdivision plat and associated documents; and

WHEREAS, additional action by City Council is required to extend the deadline for deferred filings to allow the Director of Public Works to record the subdivision plat and associated documents. NOW THEREFORE:

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

SECTION 1.

The period for deferred filings pursuant to §12-4-5(b)(2), P.M.C., is extended through May 31, 2026 for the Memorial Heights Subdivision.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE VILLA BELLA SUBDIVISION, FILING NO. 2

SUMMARY:

The applicant is requesting to subdivide 48.240-acres into 310 residential lots and multiple parcels for public utilities, landscaping, drainage, detention, and sidewalk.

PREVIOUS COUNCIL ACTION:

City Council approved amending the zoning restrictions for the Villa Bella PUD on May 24, 2021 by Ordinance No. 9938.
City Council approved amending the zoning restrictions for the Villa Bella PUD on April 11, 2022 by Ordinance No. 10149.
City Council approved vacating two (2) 20-foot public utility and drainage easements on September 12, 2022 by Ordinance No. 10267.
City Council approved the Villa Bella Filing No. 2 Subdivision on September 12, 2022, by Ordinance 10269; the conditional approval from 2022 expired September 12, 2023, according to Section 12-4-5, (b), 2., of the Pueblo Municipal Code.

BACKGROUND:

The proposed subdivision is located east of CSU-P, south of Villa Bella Expeditionary School, and north of Cesar Chavez Blvd. and is a re-subdivision of the western portion of the Villa Bella, Filing No. 1, Subdivision (2009). Villa Bella, Filing No. 1 was originally subdivided for multifamily and office/commercial uses and was governed by the original Villa Bella PUD Development Guide. The Villa Bella PUD Development Guide has been amended several times; the most recent amendment occurred in 2025. The latest PUD amendment incorporated newly annexed land into the PUD Zone District, modified park development requirements, and modified lot width and area requirements for residential development. Villa Bella, Filing No. 2 was reviewed according to the new "Residences at Villa Bella" PUD Development Guide, with the findings provided below.

Residential Lots:
Villa Bella, Filing No. 2, divides the property into 310 modestly sized single-family residential lots. The current PUD Development Guide requires all single-family residential lots to have a 35-foot width. All lots within the proposed subdivision meet the minimum lot width and area requirements.

Parcels:
Parcels A through L are dedicated for perpetual use as public utility easements, landscaping, and sidewalk. According to the dedication, surface amenities within the parcels must be replaced by the property owner in the event the City or other utilities need to enter the easements. Property owners and/or the Villa Bella Metropolitan District No. 1, are responsible for installing and maintaining all landscaping.

Parks:
Under the recently amended PUD Development Guide, the subdivider is required to dedicate .0034 acres of pocket park per dwelling unit, at the time of subdivision. According to the Residences as Villa Bella PUD Development Guide, all required pocket parks must be constructed by the developer and maintained by a Special District, Metropolitan District, or Homeowners Association. Pocket Parks are required to be located within .5 miles of the dwelling units they are intended to serve. The subdivider is proposing to dedicate a 1.054-acre pocket park in Parcel E of the Villa Bella, Filing No. 1 Subdivision. The proposed 1.054-acre park meets the area dedication requirement and is located within approximately .5 miles of the residential lots in Filing No. 2. Parcel E of Villa Bella, Filing No. 1 is dedicated as public park, however; under the first PUD Development Guide, parks were required to be dedicated according to Municipal Code Title XII standards. Because of this, the land area was intended to be deeded to the City for perpetual park use. City Parks, Planning, Stormwater, and Public Works support the proposed pocket park dedication and development in Parcel E, but will require an agreement addressing construction, acceptance, transfer of the entire Parcel E to the developer/metro district/HOA, and maintenance to be recorded simultaneously with the plat after approval by City Council. Allowing construction of the park requirements for Filing No. 2, in Parcel E, of Filing No. 1, will provide active and passive park amenities for the residents of both subdivision filings.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 13, 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 re-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-21-10 Combined Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE VILLA BELLA SUBDIVISION, FILING NO. 2

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

SECTION 1.

The final plat of the Villa Bella Subdivision, Filing No. 2, being a subdivision of land legally described as:

TRACTS OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, PUEBLO COUNTY, COLORADO, BEING A REPLAT OF BLOCKS 1, 2, 3, AND 4 “VILLA BELLA SUBDIVISION FILING NO. 1” UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS, TOGETHER WITH CBI WAY AND A PORTION OF NAPOLI WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, “VILLA BELLA SUBDIVISION FILING NO. 1”, SAID POINT LING ON THE EAST RIGHT OF WAY LINE OF TROY AVENUE AS SHOWN ON SAID PLAT;

THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE N01°15'11"W A DISTANCE OF 1.22 FEET TO A POINT OF CURVE;
2. THENCE 63.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 3°07'26", THE CHORD OF 63.78 FEET BEARS N00°15'28"W TO THE SOUTHWEST CORNER OF PARCEL “A”, “VILLA BELLA SUBDIVISION FILING NO. 1”;

THENCE ALONG THE SOUTH AND EAST LINES THEREOF THE FOLLOWING TWO (2) COURSES:

1. THENCE N89°15'26"E A DISTANCE OF 436.33 FEET;
2. THENCE N01°51'33"W A DISTANCE OF 337.36 FEET TO THE SOUTH RIGHT-OF WAY LINE OF AFORESAID NAPOLI WAY;

THENCE N88°08'27"E ALONG SAID SOUTH LINE A DISTANCE OF 424.85 FEET;

THENCE N01°51'33"W A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NAPOLI WAY;

THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE S88°08'27"W A DISTANCE OF 537.91 FEET TO A POINT OF CURVE;
2. THENCE 86.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 25°18'19", THE CHORD OF 436.27 FEET BEARS N35°39'37"E TO A POINT OF TANGENT;
3. THENCE N66°33'15"W A DISTANCE OF 128.50 FEET TO THE AFORESAID EAST

RIGHT-OF-WAY LINE OF TROY AVENUE;

THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE 438.84 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 21°29'25", THE CHORD OF 436.27 FEET BEARS N35°39'37"E TO A POINT OF TANGENT;
2. THENCE N46°24'19"E A DISTANCE OF 233.56 FEET TO A POINT OF CURVE;
3. THENCE 42.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 1°53'31", THE CHORD OF 42.92 FEET BEARS N45°27'34"E TO THE SOUTH RIGHT-OF-WAY LINE OF TORINO WAY AS SHOWN ON “VILLA BELLA SUBDIVISION FILING NO. 1”;

THENCE ALONG SAID SOUTH LINE THE FOLLOWING FOUR (4) COURSES:

1. THENCE 263.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 34°16'26", THE CHORD OF 259.30 FEET BEARS S74°43'20"E TO A POINT OF TANGENT;
2. THENCE N88°08'27"E A DISTANCE OF 341.45 FEET TO A POINT OF CURVE;
3. THENCE 251.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 15°00'00", THE CHORD OF 250.61 FEET BEARS S84°21'33"E TO A POINT OF TANGENT;
4. THENCE S76°51'33"E A DISTANCE OF 88.90 FEET TO THE WEST RIGHT-OF-WAY LINE OF BERGAMO DRIVE AS SHOWN ON “VILLA BELLA SUBDIVISION FILING NO. 1”;

THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE S13°08'27"W A DISTANCE OF 66.63 FEET TO A POINT OF CURVE;
2. THENCE 272.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 15°00'00", THE CHORD OF 271.49 FEET BEARS S05°38'27"W TO A POINT OF TANGENT;
3. THENCE S01°51'33"E A DISTANCE OF 621.02 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16;

THENCE S89°15'26"W ALONG SAID SOUTH LINE, 1,468.15 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 1,128,588 SQUARE FEET (25.909 ACRES) MORE OR LESS.

TOGETHER WITH: LOTS 1 AND 2, BLOCK 5 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 420,846 SQUARE FEET (9.661 ACRES) MORE OR LESS.

TOGETHER WITH: LOT 1, BLOCK 6 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 384,964 SQUARE FEET (8.838 ACRES) MORE OR LESS.

TOGETHER WITH: LOT 1, BLOCK 7 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 166,915 SQUARE FEET (3.832 ACRES) MORE OR LESS.

SAID PARCELS CONTAIN A COMBINED CALCULATED AREA OF 2,101,313 SQUARE FEET (48.240 ACRES MORE OR LESS.)

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T20S, R64W OF THE 6th P.M., PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 WITH A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S17 S16 S20 S21 2009 LS 36061" FROM WHENCE THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21 BEING MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S16 S21 1/4 2009 LS 36061" BEARS N89°15'26"E A DISTANCE OF 2,665.71 FEET

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-l0-l0l, 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 and to perform any and all acts

consistent with the intent of the Ordinance to implement the policies and procedures described herein.

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND LORSON NORTH LAND CORP., A COLORADO CORPORATION, BEING THE SOLE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

TRACTS OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, PUEBLO COUNTY, COLORADO , BEING A REPLAT OF BLOCKS 1, 2, 3, AND 4 "VILLA BELLA SUBDIVISION FILING NO. 1" UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS, TOGETHER WITH CBI WAY AND A PORTION OF NAPOLI WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, "VILLA BELLA SUBDIVISION FILING NO. 1" SAID POINT LING ON THE EAST RIGHT OF WAY LINE OF TROY AVENUE AS SHOWN ON SAID PLAT;

THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE N01°49'11"W (N01°49'18"W PLAT) A DISTANCE OF 1.22 FEET TO A POINT OF CURVE;
2. THENCE 63.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 3°07'26", THE CHORD OF 63.78 FEET BEARS N00°15'28"W TO THE SOUTHWEST CORNER OF PARCEL "A", "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG THE SOUTH AND EAST LINES THEREOF THE FOLLOWING TWO (2) COURSES:

1. THENCE N89°15'26"E (N89°15'18"E PLAT) A DISTANCE OF 436.33 FEET;
2. THENCE N01°51'33"W (N01°51'41"W PLAT) A DISTANCE OF 337.36 FEET TO THE SOUTH RIGHT-OF WAY LINE OF AFORESAID NAPOLI WAY;

THENCE N88°08'27"E (N88°08'19"E PLAT) ALONG SAID SOUTH LINE A DISTANCE OF 424.85 FEET;

THENCE N01°51'33"W A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NAPOLI WAY;

THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE S88°08'27"W (S88°08'19"W PLAT) A DISTANCE OF 537.91 FEET TO A POINT OF CURVE;
2. THENCE 86.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 25°18'19", THE CHORD OF 436.27 FEET BEARS N35°39'37"E TO A POINT OF TANGENT;
3. THENCE N66°33'15"W (N66°33'22"W PLAT) A DISTANCE OF 128.50 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE OF TROY AVENUE;

THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE 438.84 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 21°29'25", THE CHORD OF 436.27 FEET BEARS N35°39'37"E TO A POINT OF TANGENT;
2. THENCE N46°24'19"E (N46°24'12"E PLAT) A DISTANCE OF 233.56 FEET TO A POINT OF CURVE;
3. THENCE 42.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 1°53'31", THE CHORD OF 42.92 FEET BEARS N45°27'34"E TO THE SOUTH RIGHT-OF-WAY LINE OF TORINO WAY AS SHOWN ON "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG SAID SOUTH LINE THE FOLLOWING FOUR (4) COURSES:

1. THENCE 263.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 34°16'26", THE CHORD OF 259.30 FEET BEARS S74°43'20"E TO A POINT OF TANGENT;
2. THENCE N88°08'27"E (N88°08'19"E PLAT) A DISTANCE OF 341.45 FEET TO A POINT OF CURVE;
3. THENCE 251.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 15°00'00", THE CHORD OF 250.61 FEET BEARS S84°21'33"E TO A POINT OF TANGENT;
4. THENCE S76°51'41"E (S76°51'33"E PLAT) A DISTANCE OF 88.90 FEET TO THE WEST RIGHT-OF-WAY LINE OF BERGAMO DRIVE AS SHOWN ON "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE S13°08'27"W (S13°08'19"W PLAT) A DISTANCE OF 66.63 FEET TO A POINT OF CURVE;
2. THENCE 272.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 15°00'00", THE CHORD OF 271.49 FEET BEARS S05°38'27"W TO A POINT OF TANGENT;
3. THENCE S01°51'33"E (S01°51'41"E PLAT) A DISTANCE OF 621.02 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16;

THENCE S89°15'26"W (S89°15'18"W PLAT) ALONG SAID SOUTH LINE, 1,468.15 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 1,128,588 SQUARE FEET (25.909 ACRES) MORE OR LESS.

TOGETHER WITH: LOTS 1 AND 2, BLOCK 5 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 420,846 SQUARE FEET (9.661 ACRES) MORE OR LESS.

TOGETHER WITH: LOT 1, BLOCK 6 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 384,964 SQUARE FEET (8.838 ACRES) MORE OR LESS.

TOGETHER WITH: LOT 1, BLOCK 7 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 166,915 SQUARE FEET (3.832 ACRES) MORE OR LESS.

SAID PARCELS CONTAIN A COMBINED CALCULATED AREA OF 2,101,313 SQUARE FEET (48.240 ACRES MORE OR LESS.)

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED, AND SUBDIVIDED INTO LOTS, BLOCKS, PARCELS, AND STREETS AND HAS SHOWN CERTAIN EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED, AND NAMED ON THE PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "VILLA BELLA SUBDIVISION, FILING NO. 2"

DEDICATION

ALL OF THE STREETS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

PARCELS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", AND "L" AS SHOWN HEREON ARE HEREBY DEDICATED FOR PERPETUAL USE AS PUBLIC UTILITY EASEMENTS. THESE PARCELS ARE ALSO DEDICATED FOR PERPETUAL USE FOR LANDSCAPING AND SIDEWALK, SUBJECT TO THE FOLLOWING RESTRICTIONS.

WITH RESPECT TO ALL EASEMENTS FOR PUBLIC 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 PUBLIC UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S).

SURFACE AMENITIES WITHIN DRAINAGE OR SANITARY SEWER EASEMENTS SHALL BE REPLACED AT THE EXPENSE OF THE PROPERTY OWNER IN THE EVENT OF MAINTENANCE OF PUBLIC FACILITIES WITHIN THE EASEMENTS BY THE CITY OF PUEBLO.

LANDSCAPING LOCATED WITHIN PARCELS DEDICATED FOR SUCH PURPOSE, AS SHOWN HEREON, SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD CONDITION BY THE OWNER(S) AND/OR THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON.

ALL PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

THE PROPERTY IS SUBJECT TO THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED _____, 202_, UNDER RECEPTION NO. _____

THE OWNER(S) HEREBY ACCEPT THE VEHICULAR ACCESS RESTRICTIONS SHOWN HEREON.

OWNER:

IN WITNESS WHEREOF, JEFF MARK, AS MANAGER OF CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2025, A.D.

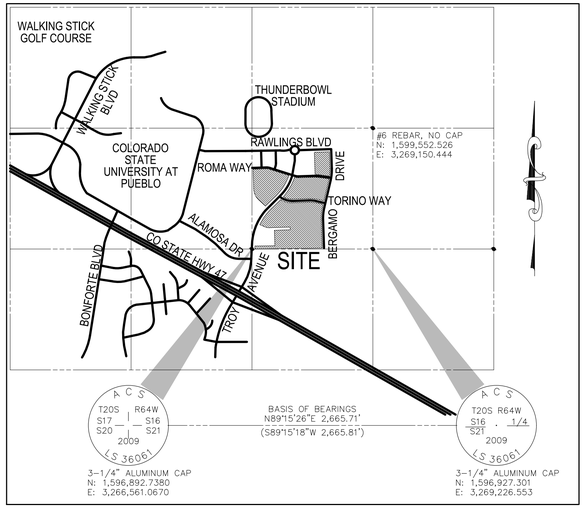
_____
JEFF MARK, MANAGER
CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

NOTARIAL:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THIS _____ DAY OF _____, 2025, A.D. BY JEFF MARK, AS MANAGER, CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL:
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC: _____



VICINITY MAP

N.T.S.

EASEMENTS:

ALL LOTS ARE HEREBY PLATTED WITH FIVE (5) FOOT WIDE FRONT, FIVE (5) FOOT WIDE SIDE, AND SEVEN (7) FOOT WIDE REAR PUBLIC UTILITY AND DRAINAGE EASEMENTS.

THE SOLE RESPONSIBILITY FOR MAINTENANCE OF THESE EASEMENTS IS HEREBY VESTED WITH THE INDIVIDUAL PROPERTY OWNER.

COORDINATES STATEMENT:

COLORADO SOUTH STATE PLANE ZONE 0503 NAD 83 ESTABLISHED FROM GPS OBSERVATIONS. COMBINED SCALE FACTOR 1.0002483187. PROJECT HEIGHT 4768.47.
LATITUDE N38°18'34.18898"
LONGITUDE W104°33'43.16442"

OWNER:

IN WITNESS WHEREOF, JEFF MARK, AS MANAGER OF LORSON NORTH LAND CORP., A COLORADO CORPORATION, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2025, A.D.

_____
JEFF MARK, MANAGER
LORSON NORTH LAND CORP., A COLORADO CORPORATION

NOTARIAL:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THIS _____ DAY OF _____, 2025, A.D. BY JEFF MARK, AS MANAGER, LORSON NORTH LAND CORP., A COLORADO CORPORATION

WITNESS MY HAND AND OFFICIAL SEAL:
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC: _____

PLAT NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T20S, R64W OF THE 6th P.M., PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 WITH A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S17 S16 S20 S21 2009 LS 36061" FROM WHENCE THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21 BEING MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S16 S21 1/4 2009 LS 36061" BEARS N89°15'26"E (N89°15'18"E RECORD) A DISTANCE OF 2,665.71 (2,665.81 RECORD) FEET.
2. THE FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 08101C0512 D, WITH AN EFFECTIVE DATE OF AUGUST 15, 2019 HAS BEEN EXAMINED AS IT RELATES TO THE PROPERTY BEING PLATTED. THERE ARE NO DESIGNATED FLOOD ZONES SHOWN THEREON FOR THE AREA BEING PLATTED.
3. THIS PLAT WAS PREPARED WITH A COMMITMENT FOR TITLE INSURANCE ISSUED AUGUST 14, 2024 BY STEWART TITLE COMPANY dba EMPIRE TITLE, A DIVISION OF STEWART WITH AN EFFECTIVE DATE OF FEBRUARY 7, 2025 AT 8:00 AM, FILE NO. 2407439-IO, WHICH HAS BEEN EXAMINED AS IT RELATES TO THE PROPERTY BEING PLATTED.
4. THIS PROPERTY IS SUBJECT TO PROPERTY TAXES, RATES, FEES, TOLLS, CHARGES, AND ASSESSMENTS OF THE VILLA BELLA METROPOLITAN DISTRICT NO. 1 WHICH ARE NOW LEVIED AND IMPOSED BY THIS DISTRICT OR WHICH MAY BE LEVIED AND IMPOSED IN THE FUTURE. THE DISTRICT WAS CREATED BY AN ORDER AND DECREE OF PUEBLO COUNTY DISTRICT COURT, CASE NO. _____ EVIDENCED BY DOCUMENTS RECORDED IN THE RECORDS OF PUEBLO COUNTY AT RECEPTION NO. _____
5. THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM ANY LOT PLATTED HEREIN TO TROY AVENUE, RAWLINGS BOULEVARD, BERGAMO DRIVE, OR TORINO WAY.
THERE SHELL BE NO DIRECT VEHICULAR ACCESS FROM LOT 142 TO THUNDERWOLF DRIVE.
THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM LOTS 14, 15, 28, 29, 30, 31, 32, 33, 58, 59, 60, 61, 62, 63, OR 64 TO ROMA WAY.
6. THE EXISTING STREETS WERE PLATTED WITH "VILLA BELLA SUBDIVISION, FILING NO. 1" UNDER RECEPTION NO. 1805424 WITH THE CLERK AND RECORDER, PUEBLO, COLORADO.
7. EXISTING ZONING: PUD
8. THE FORMER 45' CENTRAL TELEPHONE AND UTILITIES CORPORATION EASEMENT LOCATED ALONG THE SOUTHERN BOUNDARY OF THE SUBDIVISION (RECORDED IN BOOK 1918 AT PAGE 645) HAS BEEN VACATED BY PARTIAL RELEASE OF EASEMENT RECORDED UNDER RECEPTION NO. 2333478 WITH THE CLERK AND RECORDER, PUEBLO, COLORADO.
9. A PORTION OF THE STORM WATER DETENTION FOR THIS SUBDIVISION IS LOCATED WITHIN THE DRAINAGE EASEMENT RECORDED UNDER RECEPTION NO. 2325910 WITH THE CLERK AND RECORDER, PUEBLO, COLORADO.
10. PARK REQUIREMENTS FOR THIS SUBDIVISION WILL BE MET THROUGH THE CONSTRUCTION OF A POCKET PARK IN PARCEL "E", "VILLA BELLA SUBDIVISION, FILING NO. 1". SEE "VILLA BELLA PUD PARK DEDICATION" TABLE ON SHEET 2 FOR PARK REQUIREMENTS.

SURVEYORS CERTIFICATION

THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATES AND DECLARES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS RESPONSIBLE CHARGE AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND AND SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

_____
VERNON P. TAYLOR, COLORADO PLS NO. 25966
FOR AND ON BEHALF OF:
M&S CIVIL CONSULTANTS, INC

COLORADO REGISTERED VERNON P TAYLOR 25966 PROFESSIONAL LAND SURVEYOR

NOTICE

ACCORDING TO C.R.S. 13-80-105, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

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 VILLA BELLA SUBDIVISION, FILING NO. 2 HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____ _____
CITY CLERK DATE

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.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T20S, R64W OF THE 6th P.M., PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 WITH A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S17 S16 S20 S21 2009 LS 36061" FROM WHENCE THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21 BEING MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S16 S21 1/4 2009 LS 36061" BEARS N89°15'26"E A DISTANCE OF 2,665.71 FEET. [RECORD N89°15'18"E 2,665.81 FEET] AS SUCH, THE BEARINGS SHOWN HEREON ARE ROTATED 00°00'07.55" CLOCKWISE FROM THE BEARINGS SHOWN ON THE PLAT OF "VILLA BELLA SUBDIVISION, FILING NO. 1" PREPARED BY ABEL ENGINEERING PROFESSIONALS, INC. DATED JANUARY 31, 2008.

SUMMARY:

310 LOTS	33.067 ACRES	68.55%
13 PARCELS:		
P.U.&D.E. PARCELS	3.951 ACRES	8.19%
RIGHTS-OF-WAY	11.222 ACRES	23.26%
TOTAL	48.240 ACRES	100.00%

THE RESIDENCES AT VILLA BELLA 2025 PUD

SUBDIVISION FILING NO.	ACREAGE OF SUBDIVISION	DWELLING UNITS (D.U.)	ORIGINAL VILLA BELLA PUD REQUIRED 8% PARK LAND ACCORDING TO THE CITY OF PUEBLO	AMENDED RESIDENCES AT VILLA BELLA PUD POCKET PARK REQUIRED @ 0.0034 AC PER D.U.	AREA DEDICATED TO POCKET PARKS PER SUBDIVISION	POCKET PARK LOCATION
1	192.95 AC	N/A	PARCEL "E": 3.57 AC, PARCEL "F": 5.02 AC	N/A	?	?
2	48.24 AC	310	N/A	1.054 AC*	1.054 AC	FILING 1 PARCEL "E" ADJACENT TO BERGAMO DRIVE

* POCKET PARK TO BE CONSTRUCTED IN FILING 1 PARCEL "E" BY DEVELOPER. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO CONSTRUCT THE PARK, AND OF THE METROPOLITAN DISTRICT TO MAINTAIN SAID PARK.

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
PROJECT NO.: 43-138 | DATE OF PREPARATION: 09/30/2021

REVISIONS:	NO	DATE:	BY:	DESCRIPTION:
	4	08/14/2024	ELY	UPDATE PLAT PER TITLE COMMITMENT REVISIONS
	5	10/25/2024	ELY	REVISED PLAT PER LOT CONFIGURATION CHANGES
	6	12/05/2024	ELY	ADDRESSES REVISED PER LOT RECONFIGURATIONS
	7	02/27/2025	ELY	UPDATE PLAT PER TITLE COMMITMENT REVISIONS
	8	06/10/2025	ELY	ADDRESS CITY OF PUEBLO 4TH REVIEW COMMENTS
	9	07/22/2025	ELY	ADDRESS CITY OF PUEBLO 5TH REVIEW COMMENTS

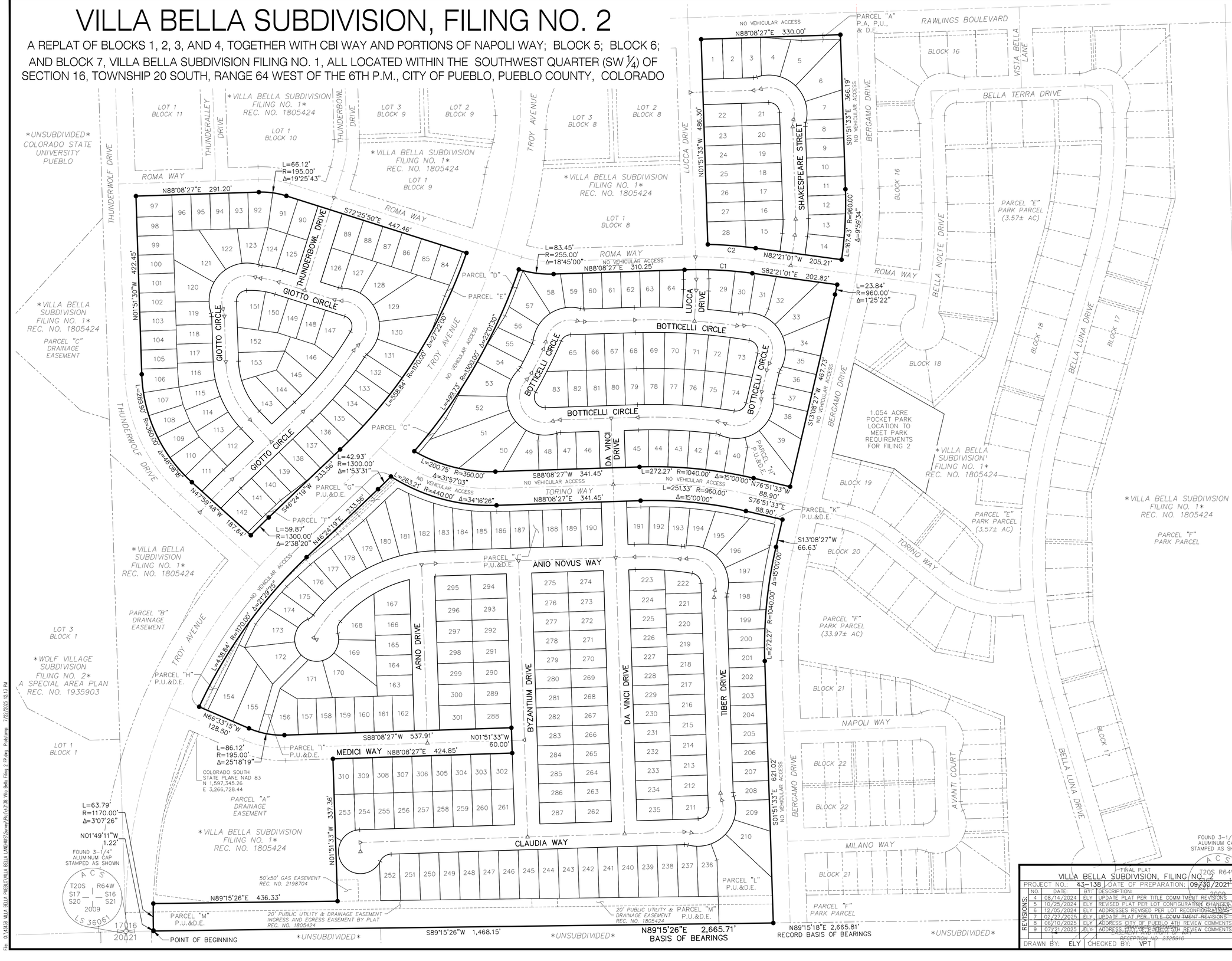
DRAWN BY: ELY | CHECKED BY: VPT

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

File: Q:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDINGS\Survey\Work\43138 Villa Bella Filing 2 FP.dwg, FP Dwg, Plotted on: 7/22/2025 4:01 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
	BOUNDARY LINE
	PROPERTY LINE
	RIGHT OF WAY LINE
	CENTERLINE
	EASEMENT LINE
	ADJACENT SUBDIVISION LINE
	ADJACENT PROPERTY LINE
	EXISTING RIGHT OF WAY LINE
	EXISTING CENTERLINE
	EXISTING EASEMENT
	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

NOTE: THE BEARINGS SHOWN HEREON ARE ROTATED 00°00'07.55" CLOCKWISE FROM THE BEARINGS SHOWN ON THE PLAT OF "VILLA BELLA SUBDIVISION, FILING NO. 1" PREPARED BY ABEL ENGINEERING PROFESSIONALS, INC. DATED JANUARY 31, 2008.

BOUNDARY CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	160.98	970.00	9°30'32"
C2	113.80	1030.00	6°19'50"

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
PROJECT NO.: 43-138 | DATE OF PREPARATION: 09/30/2021

REVISIONS:

NO.	DATE:	BY:	DESCRIPTION:
1	02/28/2024	ELY	ADDRESSES OF PUEBLO 2ND REVIEW COMMENTS
2	02/28/2024	ELY	ADD ESP- SITE DRAINAGE/DETENTION EASEMENT
3	04/30/2024	ELY	UPDATE PLAT PER TITLE COMMITMENT REVISIONS
4	08/14/2024	ELY	REVISED PLAT PER LOT CONFIGURATION CHANGES
5	10/25/2024	ELY	ADDRESSES REVISED PER LOT RECONFIGURATIONS
6	12/05/2024	ELY	ADDRESSES REVISED PER LOT RECONFIGURATIONS
7	02/27/2025	ELY	UPDATE PLAT PER TITLE COMMITMENT REVISIONS
8	06/10/2025	ELY	ADDRESS CITY OF PUEBLO 4TH REVIEW COMMENTS
9	07/21/2025	ELY	ADDRESS CITY OF PUEBLO 4TH REVIEW COMMENTS

DRAWN BY: ELY | CHECKED BY: VPT | PCD FILE No.:

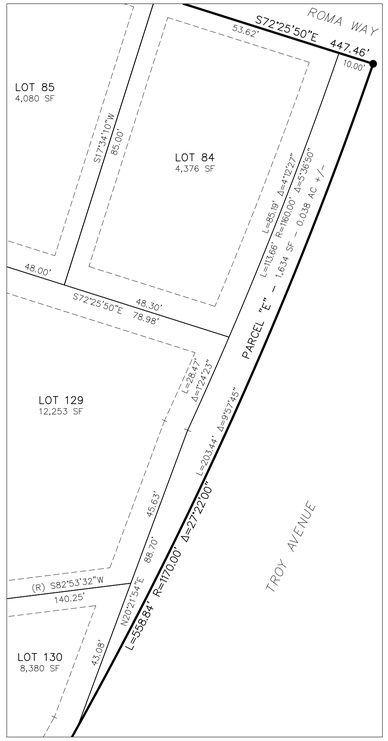
EASEMENT AND RIGHT OF WAY RECEPTION NO. 2325910

212 N. WAHSATCH AVE. SITE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485
CIVIL CONSULTANTS, INC.

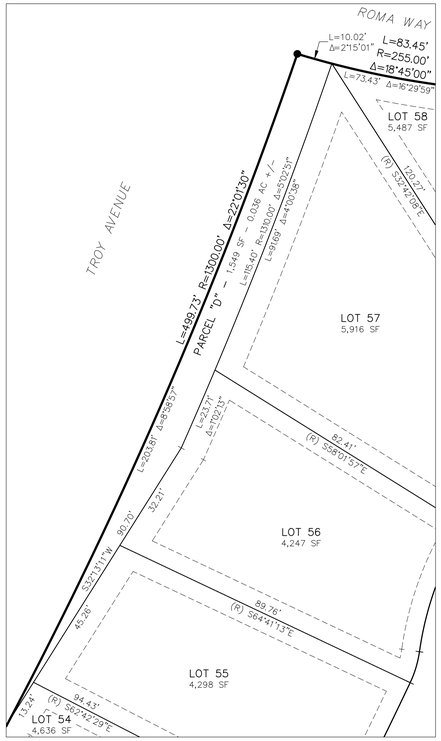
File: D:\43138 VILLA BELLA PUEBLO\VILLA BELLA UNDWGS\Survey\Plat\43138 Villa Bella- Filing 2.TP.dwg Plotstamp: 7/10/2025 10:13 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



PARCEL "E" DETAIL
SEE SHEET 5
SCALE: 1" = 20'



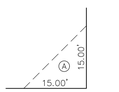
PARCEL "D" DETAIL
SEE SHEET 4
SCALE: 1" = 20'

LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
(0000)	ADDRESS
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
— – —	CENTERLINE
– – –	EASEMENT LINE
— – —	ADJACENT SUBDIVISION LINE
— – —	ADJACENT PROPERTY LINE
— – —	EXISTING RIGHT OF WAY LINE
— – —	EXISTING CENTERLINE
– – –	EXISTING EASEMENT
– – –	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

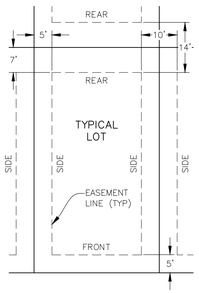
1" = 40'

0 10 20 40 80
Scale in Feet



PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)
NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE

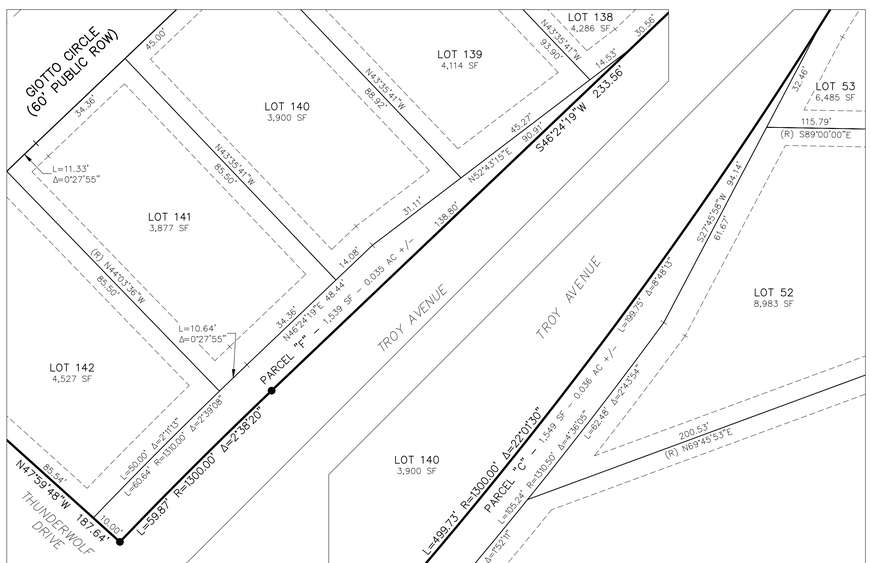
RADIAL BEARING TABLE	
LINE #	BEARING
(R)1	S11°27'12"E
(R)2	N79°23'18"W
(R)3	S06°21'07"W

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	11.00	90.00	7°00'14"
C2	6.48	90.00	4°07'37"
C3	13.26	960.00	0°47'29"
C4	7.04	260.00	1°33'05"

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C1	17.38	60.00	16°35'52"
℄C2	17.38	60.00	16°35'52"

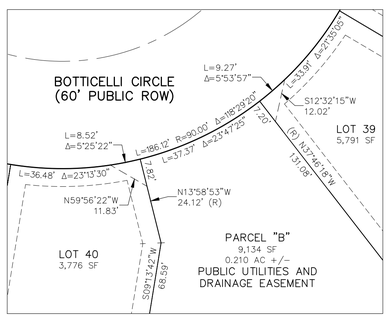
RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC1	8.69	30.00	16°35'52"
RC2	8.69	30.00	16°35'52"





PARCEL "F" DETAIL
SEE SHEET 5
SCALE: 1" = 20'

PARCEL "C" DETAIL
SEE SHEET 4
SCALE: 1" = 20'



LOTS 39, 40, AND PARCEL "B" STORM DRAIN EASEMENTS DETAIL
SEE SHEET 4
SCALE: 1" = 20'

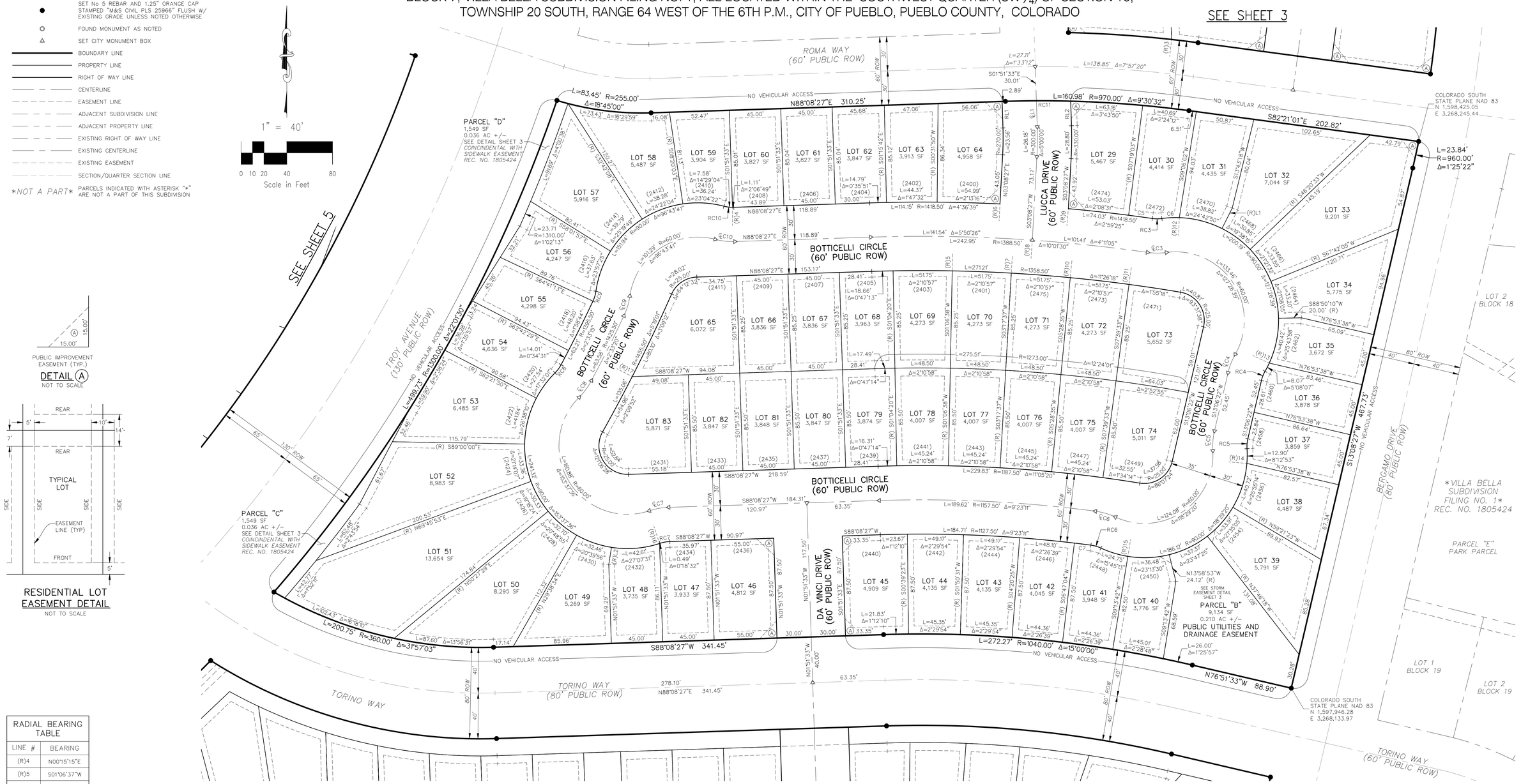
FINAL PLAT			
VILLA BELLA SUBDIVISION, FILING NO. 2			
PROJECT NO.: 43-138	DATE OF PREPARATION: 09/30/2021		
REVISIONS: NO.	DATE:	BY:	DESCRIPTION:
2	04/28/2022	ELY	ADDRESS CITY OF PUEBLO 2ND REVIEW COMMENTS
3	02/02/2024	ELY	ADD OFF-SITE DRAINAGE/DETENTION EASEMENT
4	08/14/2024	ELY	UPDATE PLAT PER TITLE COMMITMENT REVISIONS
5	10/25/2024	ELY	REVISED PLAT PER LOT CONFIGURATION CHANGES
6	12/05/2024	ELY	ADDRESSES REVISED PER LOT RECONFIGURATIONS
7	02/27/2025	ELY	UPDATE PLAT PER TITLE COMMITMENT REVISIONS
8	06/10/2025	ELY	ADDRESS CITY OF PUEBLO 4TH REVIEW COMMENTS
DRAWN BY: ELY	CHECKED BY: VPT		

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

File: O:\VSB\VILLA BELLA PUEBLO\VILLA BELLA LANDINGS\Survey\Plat\VSB Villa Bella Filing 2 FP.dwg Plotted: 6/10/2025 3:56 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



RADIAL BEARING TABLE	
LINE #	BEARING
(R)4	N00°15'15"E
(R)5	S01°06'37"W
(R)6	S02°45'06"W
(R)7	S03°17'33"W
(R)8	S03°58'52"W
(R)9	S05°10'32"W
(R)10	S05°28'30"W
(R)11	S07°39'27"W
(R)12	S01°59'27"W
(R)13	N65°25'52"W
(R)14	N85°16'37"W
(R)15	N09°14'38"E
(R)16	N18°08'54"W
(R)17	N62°54'54"W

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC3	8.33	30.00	15°54'21"
RC4	8.69	30.00	16°35'52"
RC5	8.69	30.00	16°35'52"
RC6	9.15	30.00	17°28'13"
RC7	8.69	30.00	16°35'52"
RC8	9.06	30.00	17°18'09"
RC9	9.06	30.00	17°18'09"
RC10	8.69	30.00	16°35'52"
RC11	57.14	970.00	3°22'30"

RIGHT-OF-WAY LINE TABLE		
LINE #	BEARING	DISTANCE
RL1	N01°51'33"W	23.20
RL2	S01°51'33"E	21.52

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C3	16.66	60.00	15°54'21"
℄C4	17.38	60.00	16°35'52"
℄C5	17.38	60.00	16°35'52"
℄C6	18.29	60.00	17°28'13"
℄C7	17.38	60.00	16°35'52"
℄C8	18.12	60.00	17°18'09"
℄C9	18.12	60.00	17°18'09"
℄C10	17.38	60.00	16°35'52"

CENTERLINE LINE TABLE		
LINE #	BEARING	DISTANCE
℄L1	N01°51'33"W	22.82

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C5	21.00	1418.50	0°50'54"
C6	15.29	90.00	9°43'51"
C7	14.61	1127.50	0°44'33"

LOT & TRACT LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N26°42'17"E	20.00
L2	N08°58'38"E	15.09

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
PROJECT NO.: 43-138 | DATE OF PREPARATION: 09/30/2021

REVISIONS: NO.	DATE:	BY:	DESCRIPTION:
2	04/28/2022	ELY	ADDRESS CITY OF PUEBLO 2ND REVIEW COMMENTS
3	02/02/2024	ELY	ADD OFF-SITE DRAINAGE/DETENTION EASEMENT
4	08/14/2024	ELY	UPDATE PLAT PER TITLE COMMITMENT REVISIONS
5	10/25/2024	ELY	REVISED PLAT PER LOT CONFIGURATION CHANGES
6	12/05/2024	ELY	ADDRESSES REVISED PER LOT RECONFIGURATIONS
7	02/27/2025	ELY	UPDATE PLAT PER TITLE COMMITMENT REVISIONS
8	06/10/2025	ELY	ADDRESS CITY OF PUEBLO 4TH REVIEW COMMENTS

DRAWN BY: ELY | CHECKED BY: VPT

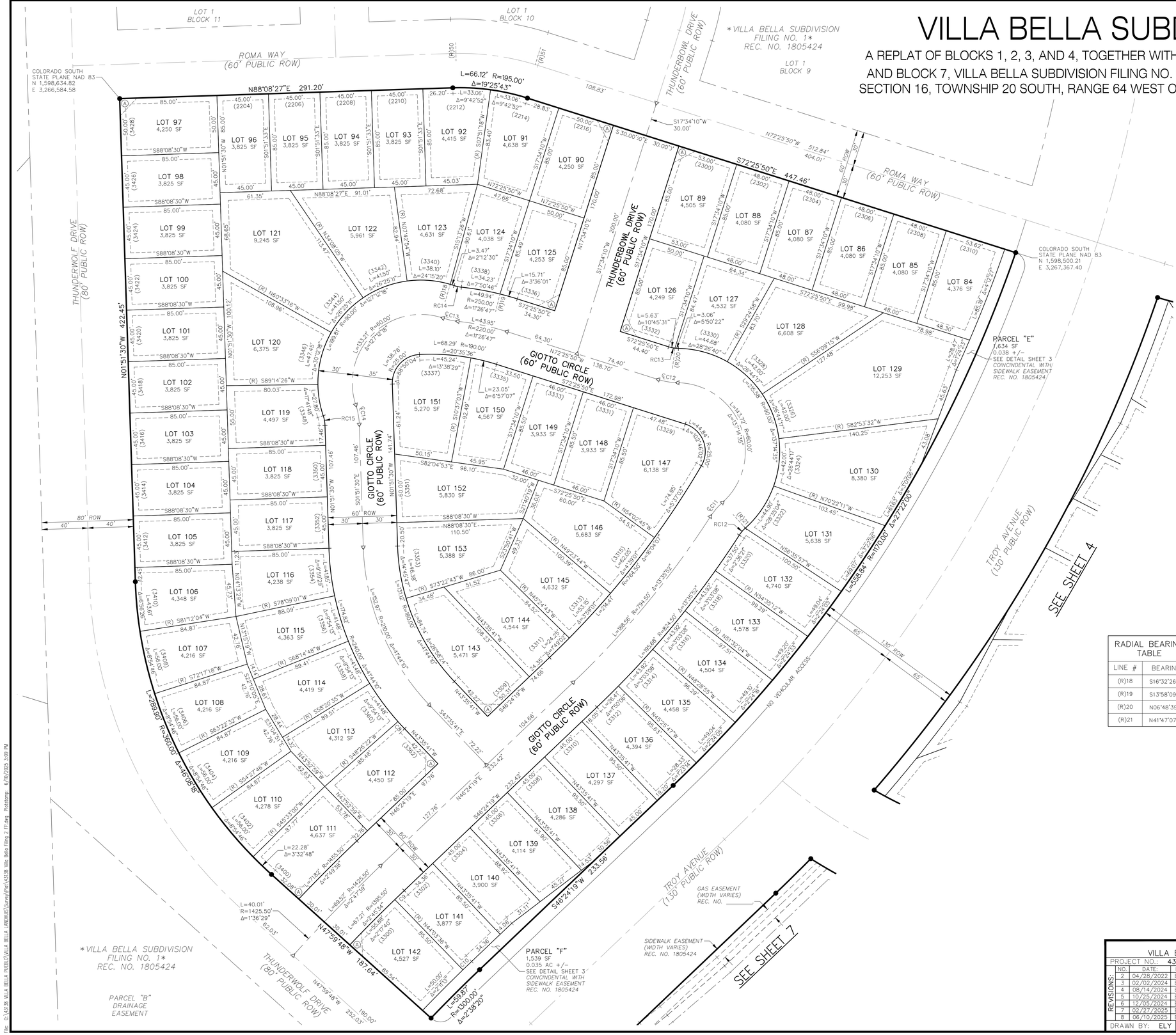
212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485
CIVIL CONSULTANTS,INC.

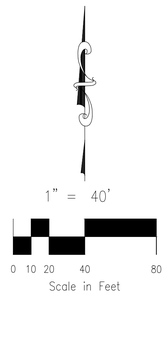
SHEET 4 OF 9

File: Q:\43138 VILLA BELLA PHASE II\VILLA BELLA II\WORKS\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg, Plotstamp: 6/10/2025 3:05 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



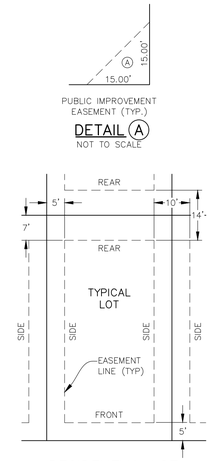


CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C11	16.13	60.00	15°24'25"
℄C12	17.38	60.00	16°35'52"
℄C13	13.22	60.00	12°37'33"
℄C14	17.38	60.00	16°35'52"

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC12	8.07	30.00	15°24'25"
RC13	8.69	30.00	16°35'52"
RC14	6.61	30.00	12°37'33"
RC15	8.69	30.00	16°35'52"

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C8	8.52	240.00	2°02'03"
C9	11.33	1395.50	0°27'55"
C10	10.64	1310.00	0°27'55"

RADIAL BEARING TABLE	
LINE #	BEARING
(R)18	S16°32'26"W
(R)19	S13°58'09"W
(R)20	N06°48'39"E
(R)21	N41°47'07"W



LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
(0000)	ADDRESS
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
	BOUNDARY LINE
	PROPERTY LINE
	RIGHT OF WAY LINE
	CENTERLINE
	EASEMENT LINE
	ADJACENT SUBDIVISION LINE
	ADJACENT PROPERTY LINE
	EXISTING RIGHT OF WAY LINE
	EXISTING CENTERLINE
	EXISTING EASEMENT
	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
PROJECT NO.: 43-138 | DATE OF PREPARATION: 09/30/2021

REVISIONS:

NO.	DATE:	BY:	DESCRIPTION:
2	04/28/2022	ELY	ADDRESS CITY OF PUEBLO 2ND REVIEW COMMENTS
3	02/02/2024	ELY	ADD OFF-SITE DRAINAGE/DETENTION EASEMENT
4	08/14/2024	ELY	UPDATE PLAT PER TITLE COMMITMENT REVISIONS
5	10/25/2024	ELY	REVISED PLAT PER LOT CONFIGURATION CHANGES
6	12/05/2024	ELY	ADDRESSES REVISED PER LOT RECONFIGURATIONS
7	02/27/2025	ELY	UPDATE PLAT PER TITLE COMMITMENT REVISIONS
8	06/10/2025	ELY	ADDRESS CITY OF PUEBLO 4TH REVIEW COMMENTS

DRAWN BY: ELY | CHECKED BY: VPT

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

Date: 6/19/2025 3:19 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC16	16.00	30.00	30°33'26"
RC17	2.63	312.00	0°28'57"

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C11	20.04	195.00	5°53'13"
C12	20.53	52.00	22°37'12"

RADIAL BEARING TABLE	
LINE #	BEARING
(R)22	N10°25'14"E
(R)23	N21°58'22"E
(R)24	S30°05'57"E
(R)25	S13°26'20"E
(R)26	S07°20'01"E
(R)27	S02°20'30"E



LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
(0000)	ADDRESS
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
	BOUNDARY LINE
	PROPERTY LINE
	RIGHT OF WAY LINE
	CENTERLINE
	EASEMENT LINE
	ADJACENT SUBDIVISION LINE
	ADJACENT PROPERTY LINE
	EXISTING RIGHT OF WAY LINE
	EXISTING CENTERLINE
	EXISTING EASEMENT
	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

FINAL PLAT			
VILLA BELLA SUBDIVISION, FILING NO. 2			
PROJECT NO.: 43-138		DATE OF PREPARATION: 09/30/2021	
REVISIONS:	NO.	DATE:	BY: DESCRIPTION:
	2	04/28/2022	ELY ADDRESS CITY OF PUEBLO 2ND REVIEW COMMENTS
	3	02/02/2024	ELY ADD OFF-SITE DRAINAGE/DETENTION EASEMENT
	4	08/14/2024	ELY UPDATE PLAT PER TITLE COMMITMENT REVISIONS
	5	10/25/2024	ELY REVISED PLAT PER LOT CONFIGURATION CHANGES
	6	12/05/2024	ELY ADDRESSES REVISED PER LOT RECONFIGURATIONS
	7	02/27/2025	ELY UPDATE PLAT PER TITLE COMMITMENT REVISIONS
	8	06/10/2025	ELY ADDRESS CITY OF PUEBLO 4TH REVIEW COMMENTS
DRAWN BY: ELY		CHECKED BY: VPT	

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

File: G:\43138 VILLA BELLA PUEBLO\VILLA BELLA UNDWGS\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg Plotted: 6/10/2025 3:11 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



1" = 40'

0 10 20 40 80

Scale in Feet

LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
(0000)	ADDRESS
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
——— — ———	CENTERLINE
- - - - - -	EASEMENT LINE
——— — — ———	ADJACENT SUBDIVISION LINE
——— — - ———	ADJACENT PROPERTY LINE
——— — - ———	EXISTING RIGHT OF WAY LINE
——— — ———	EXISTING CENTERLINE
- - - - - -	EXISTING EASEMENT
——— — ———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

CENTERLINE CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
℄C15	16.02	60.00	15°17'50"
℄C16	17.38	60.00	16°35'52"

RIGHT-OF-WAY CURVE TABLE

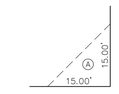
CURVE #	LENGTH	RADIUS	DELTA
RC18	8.01	30.00	15°17'50"
RC19	8.69	30.00	16°35'52"

LOT & TRACT CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C13	3.19	90.00	2°02'01"

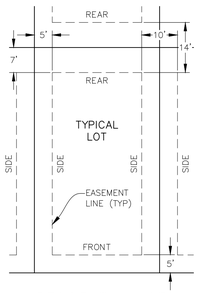
RADIAL BEARING TABLE

LINE #	BEARING
(R)28	S03°54'28"W
(R)29	S06°39'27"E



PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)
NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2

PROJECT NO.: 43-138 | DATE OF PREPARATION: 09/30/2021

REVISIONS:

NO.	DATE:	BY:	DESCRIPTION:
2	04/28/2022	ELY	ADDRESS CITY OF PUEBLO 2ND REVIEW COMMENTS
3	02/02/2024	ELY	ADD OFF-SITE DRAINAGE/DETENTION EASEMENT
4	08/14/2024	ELY	UPDATE PLAT PER TITLE COMMITMENT REVISIONS
5	10/25/2024	ELY	REVISED PLAT PER LOT CONFIGURATION CHANGES
6	12/05/2024	ELY	ADDRESSES REVISED PER LOT RECONFIGURATIONS
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8	06/10/2025	ELY	ADDRESS CITY OF PUEBLO 4TH REVIEW COMMENTS

DRAWN BY: ELY | CHECKED BY: VPT

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

File: O:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDINGS\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg Plottimes: 6/10/2025 3:12 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

SEE SHEET 7



1" = 40'

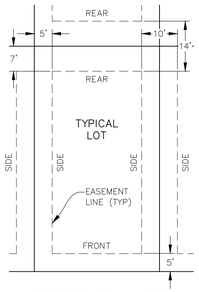
0 10 20 40 80

Scale in Feet



PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)
NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE

LOTS 210, 236, AND PARCEL "L" STORM DRAIN AND SANITARY SEWER EASEMENTS DETAIL
THIS SHEET
SCALE: 1" = 20'

RADIAL BEARING TABLE	
LINE #	BEARING
(R)30	S78°32'48"W
(R)31	N01°37'51"E

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C17	17.38	60.00	16°35'52"
℄C18	17.38	60.00	16°35'52"

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC20	8.69	30.00	16°35'52"
RC21	8.69	30.00	16°35'52"

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C14	11.00	90.00	7°00'14"

LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
(0000)	ADDRESS
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
— — —	CENTERLINE
- - - - -	EASEMENT LINE
— — —	ADJACENT SUBDIVISION LINE
— — —	ADJACENT PROPERTY LINE
— — —	EXISTING RIGHT OF WAY LINE
— — —	EXISTING CENTERLINE
- - - - -	EXISTING EASEMENT
- - - - -	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
PROJECT NO.: 43-138 | DATE OF PREPARATION: 09/30/2021

REVISIONS:	NO.	DATE:	BY:	DESCRIPTION:
	2	04/28/2022	ELY	ADDRESS CITY OF PUEBLO 2ND REVIEW COMMENTS
	3	02/02/2024	ELY	ADD OFF-SITE DRAINAGE/DETENTION EASEMENT
	4	08/14/2024	ELY	UPDATE PLAT PER TITLE COMMITMENT REVISIONS
	5	10/25/2024	ELY	REVISED PLAT PER LOT CONFIGURATION CHANGES
	6	12/05/2024	ELY	ADDRESSES REVISED PER LOT RECONFIGURATIONS
	7	02/27/2025	ELY	UPDATE PLAT PER TITLE COMMITMENT REVISIONS
	8	06/10/2025	ELY	ADDRESS CITY OF PUEBLO 4TH REVIEW COMMENTS

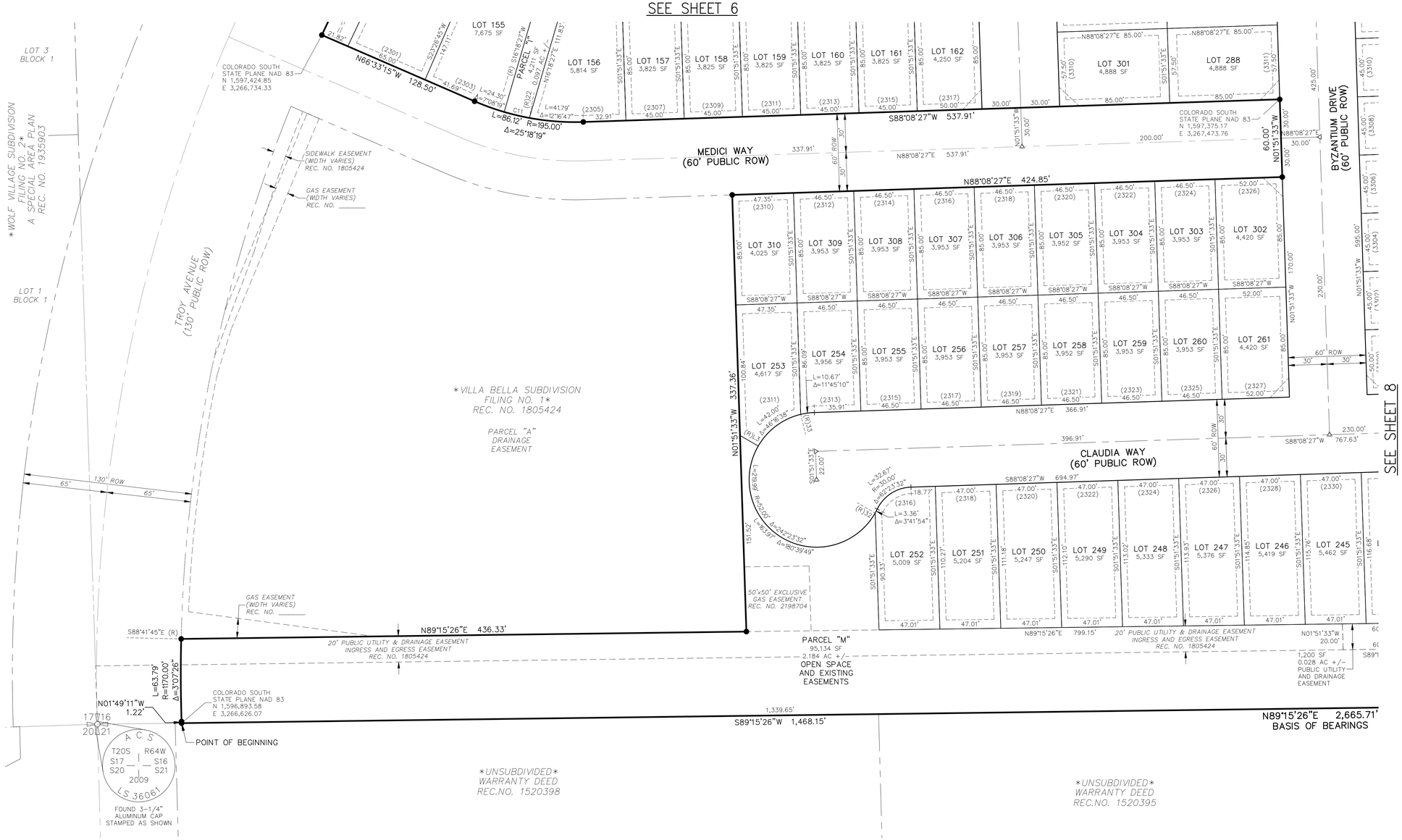
DRAWN BY: ELY | CHECKED BY: VPT

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

File: O:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDINGS\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg, PltVersion: 6/10/2025 3:14 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

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(0000)	ADDRESS
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- - - - - - -	EXISTING EASEMENT
———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

RADIAL BEARING TABLE	
LINE #	BEARING
(R)22	N10°25'14"E
(R)32	N60°33'12"W
(R)33	S13°36'44"E

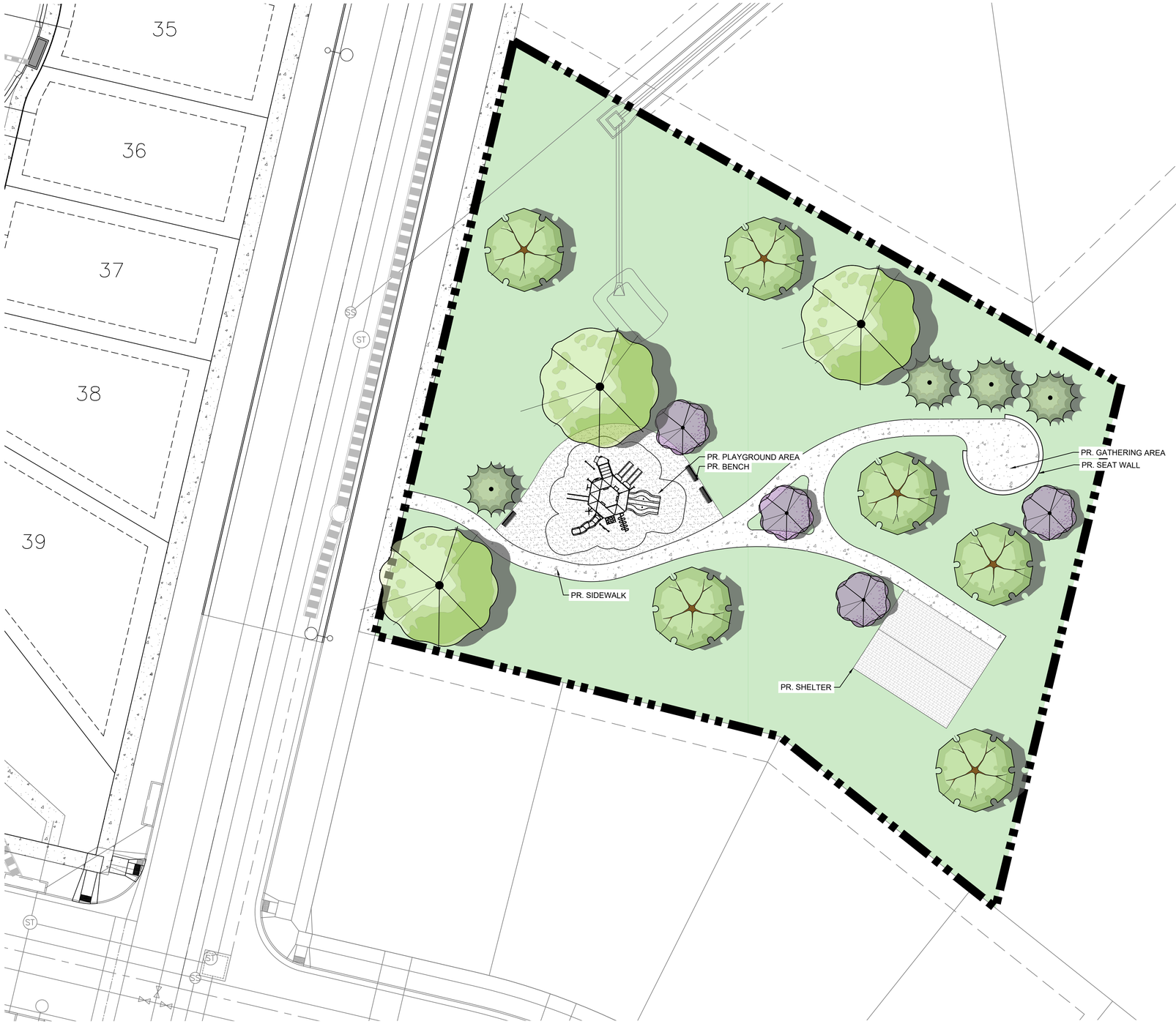
LOT & TRACT CURVE TABLE			
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C11	20.04	195.00	5°53'13"

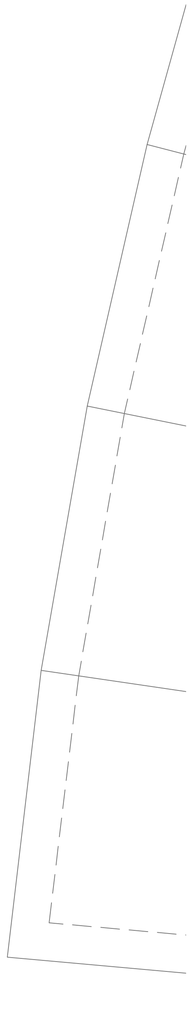
LOT & TRACT LINE TABLE		
LINE #	BEARING	DISTANCE
L3	N59°53'22"W	16.30

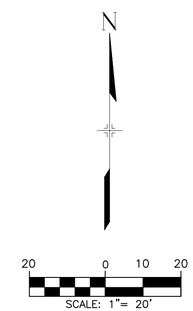
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File: G:\43138 VILLA BELLA PHASE\VILLA BELLA LANDWORKS\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg Plotstamp: 9/30/2025 3:15 PM







VILLA BELLA

Matrix
Excellence by Design
2435 Research Parkway, Suite 300
Colorado Springs, CO 80920
Contact: Ross Friend
Phone (719) 575-0100 | Fax (719) 575-0208

POCKET PARK EXHIBIT

JULY 2025

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, August 13, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 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: Laura Portis, Assistant City Attorney, Beritt Odom, Director of Planning and Community Development; Wade Broadhead, Senior Planner, Mikaylin Hackly, Planner, Hannah Prinzi Planner, and Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to continue A-25-01 to the September 10, 2025, meeting and approve the agenda as amended, seconded by Boston.

Motion Passed: 7-0

Public Hearing:

4. S-21-10 Subdivision: Villa Bella Filing No. 2, Subdivision of 48.20 acres into 310 single-family residential lots. Generally located south of Rawlings Blvd., west of Bergamo Drive, and east of Thunderwolf Dr. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicant Virgil Sanchez remained sworn in and spoke in support of the application. No on appeared in opposition.

Commission Action: Bailey moved to recommend the subdivision application with three (3) staff conditions be submitted to City Council, seconded by Boston.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

S-21-10

August 13, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Beritt Odom, Interim Director of Planning and Community Development
SUBJECT:	Villa Bella Subdivision, Filing No. 2
APPLICANT:	Virgil A. Sanchez, M &S Civil Consultants, Inc.
PROPERTY OWNER:	Jeff Mark, Caleb Development, LLC
LOCATION:	Generally located south of Rawlings Blvd., west of Bergamo Dr., and east of Thunderwolf Dr.
CONCURRENT REQUESTS:	V-21-03, Villa Bella Subdivision, Filing No. 1, Street and Easement Vacation

REQUEST:
The applicant is requesting to subdivide 48.240-acres into 310 residential lots and multiple parcels for public utilities, landscaping, drainage, detention, and sidewalk.

BACKGROUND AND STAFF FINDINGS:

The proposed subdivision is located east of CSU-P, south of Villa Bella Expeditionary School, and north of Cesar Chavez Blvd. and is a re-subdivision of the western portion of the Villa Bella, Filing No. 1, Subdivision (2009). Villa Bella, Filing No. 1 was originally subdivided for multifamily and office/commercial uses and was governed by the original Villa Bella PUD Development Guide. The Villa Bella PUD Development Guide has been amended several times; the most recent amendment occurred in 2025. The latest PUD amendment incorporated newly annexed land into the PUD Zone District, modified park development requirements, and modified lot width and area requirements for residential development. Villa Bella, Filing No. 2 was reviewed according to the new "Residences at Villa Bella" PUD Development Guide, with the findings provided below.

Residential Lots:

Villa Bella, Filing No. 2, divides the property into 310 modestly sized single-family residential lots. The previous PUD Development Guide required interior single-family residential lots to have an average width of 35-feet. The current PUD Development Guide requires all single-family residential lots to have a 35-foot width. All lots within the proposed subdivision meet the minimum lot width requirements with the width being measure at the back of the front-yard setback as allowed by Title 17 of the Pueblo Municipal Code. All lots meet the minimum 2,600 sq. ft. minimum lot area.

Parcels:

Parcels A through L are dedicated for perpetual use as public utility easements, landscaping, and sidewalk. According to the dedication, surface amenities within the parcels must be replaced by the property owner in the

event the City or other utilities need to enter the easements. Property owners and/or the Villa Bella Metropolitan District No. 1, are responsible for installing and maintaining all landscaping.

Parks:

Under the recently amended PUD Development Guide, the subdivider is required to dedicate .0034 acres of pocket park per dwelling unit, at the time of subdivision. According to the Residences as Villa Bella PUD Development Guide, all required pocket parks must be constructed by the developer and maintained by a Special District, Metropolitan District, or Homeowners Association. Pocket Parks are required to be located within .5 miles of the dwelling units they are intended to serve. The subdivider is proposing to dedicate a 1.054 acre pocket park in Parcel E of the Villa Bella, Filing No. 1 Subdivision. The proposed 1.054 acre park meets the area dedication requirement and is located within approximately .5 miles of the residential lots in Filing No. 2. Parcel E of Villa Bella, Filing No. 1 is dedicated as public park, however; under the first PUD Development Guide, parks were required to be dedicated according to Municipal Code Title XII standards. Because of this, the land area was intended to be deeded to the City for perpetual park use. City Parks, Planning, Stormwater, and Public Works support the proposed pocket park dedication and development in Parcel E, but will require the an agreement addressing construction, acceptance, transfer of the entire Parcel E to the developer/metro district/HOA, and maintenance to be recorded simultaneously with the plat after approval by City Council. Allowing construction of the park requirements for Filing No. 2, in Parcel E, of Filing No. 1, will provide active and passive park amenities for the residents of both subdivision filings.

APPLICABLE REGULATIONS:

Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations; Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

RECOMMENDED MOTION:

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be APPROVED with the following noted:

Requests for Modifications to Requirements:	The request for modifications is no longer applicable, the knuckle design has been coordinated between the applicant, Fire Department, and DOT.
Request for Deferred Filings	The Subdivision Review Committee has no objection to the Request for Deferred Filings
Plat Deficiencies:	
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Dedication on Villa Bella Filing 2 Plat. a. The park table on the dedication page, includes the following language "* POCKET PARK TO BE CONSTRUCTED IN FILING 1 PARCEL "E" BY DEVELOPER. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO CONSTRUCT THE PARK, AND OF THE METROPOLITAN DISTRICT TO MAINTAIN SAID PARK". To fulfill the parks requirement in Filing No. 2, the City must deed Parcel E, Villa Bella, Filing No. 1 to the metro district.

	b. According to Bob Jagger, Assistant City Attorney, the developer is required to draft an acceptable agreement between the developer, metro district and City. The agreement must address design approval, construction, acceptance, transfer, and maintenance (both maintenance obligations before and after acceptance of the park by the metro district) to be recorded simultaneously with the plat after approval by Council. 2. Park improvement plans a. Design and construction drawings for the park must be completed in Villa Bella Filing 2, Part II and submitted to the City. All applicable departments will then need to review and approve the proposed plans (Parks, Planning & Stormwater). The park improvements will be tied to the Filing 2 SIA under an appropriate phase (it is advantageous to address park development in a beginning phase). 3. If the pocket park is being constructed in the southwest portion of Parcel E, the entire Parcel E, must also be developed for drainage purposes and consistency in amenities and maintenance.

SITE CHARACTER AND COMPATIBILITY:

Site Character: The subject property is undeveloped.

Neighborhood Compatibility:

North: Villa Bella PUD, Thunder Zone Pizza and Tap House, Villa Bella Expeditionary School and unimproved commercial and residential uses.
East: Villa Bella PUD, single-family residential and unimproved single-family residential lots
South: B-4, Central Business District, unimproved land.
West: R-5, Multiple-Residential and Office District, Wolf Village Student Housing.

Comprehensive Plan Compliance:

The project site is designated by the Pueblo Regional Comprehensive Plan as "Suburban Neighborhoods." According to the plan, Suburban Neighborhoods are characterized by single-family detached and attached homes on similarly sized lots and future development should accommodate a similar mix of lot sizes and housing types. Curvilinear streets and cul-de-sacs are typical in Suburban Neighborhoods and should provide pedestrian and bicycle connectivity between neighborhoods. The proposed Villa Bella, Filing No. 2, provides a mixture of lot sizes for single-family homes, with a density of 6.4 residential units per acre, which is greater than the Comprehensive Plan suggested density of five dwelling units per acre. The overall subdivision provides a mixture of lot sizes and housing options, which conforms with the Comprehensive Plan.

Greater densities are allowed within the Villa Bella development area because the previous Pueblo Comprehensive Plan designated the project area as a "Special Development Area." Prior to 2022, Special Development Areas required a master plan to be prepared and approved prior to development of the site. In 2009, the Villa Bella PUD served as the required Master Plan for the project site and allowed

densities greater than five units per acre. Subsequent amendments to the PUD kept the greater allowance for greater densities. Therefore, the proposed subdivision conforms with the Residences at Villa Bella PUD Development Guide.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

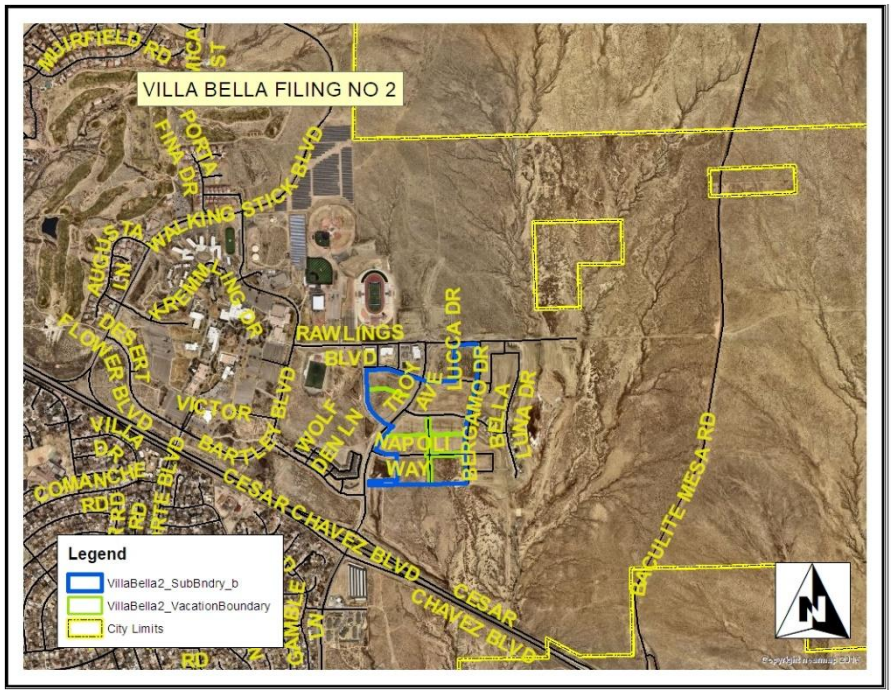
Minimum lot size and width: All lots meet PUD Development Guide standards.

REFERRAL AGENCIES AND COMMENTS:

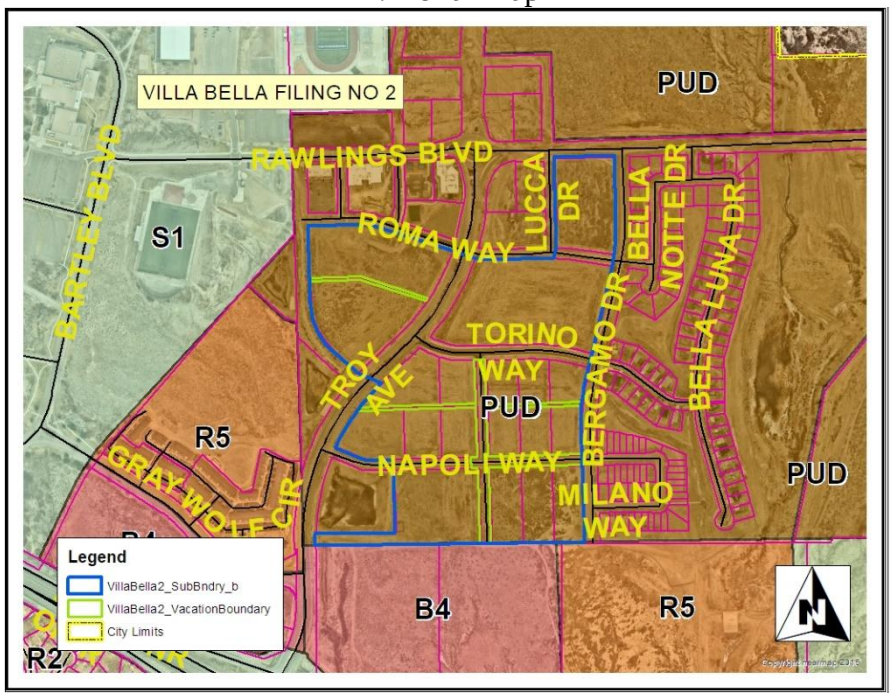
• Black Hills Energy	No comment
• CDOT	See attached letter from Michelle Regalado, Assistance Access Manager, June 27, 2025
• City Fire Department	See attached memo from Eric Knight, Fire Inspector, July 2, 2025
• City Law Department	No comment
• City Parks and Recreation Department	No comment
• City Public Works	No comment
• City Stormwater	No comment
• City Transportation	No comment
• City Wastewater	No comment
• Pueblo Regional Building Department	No comment
• Xcel Energy	No comment

ATTACHMENTS:

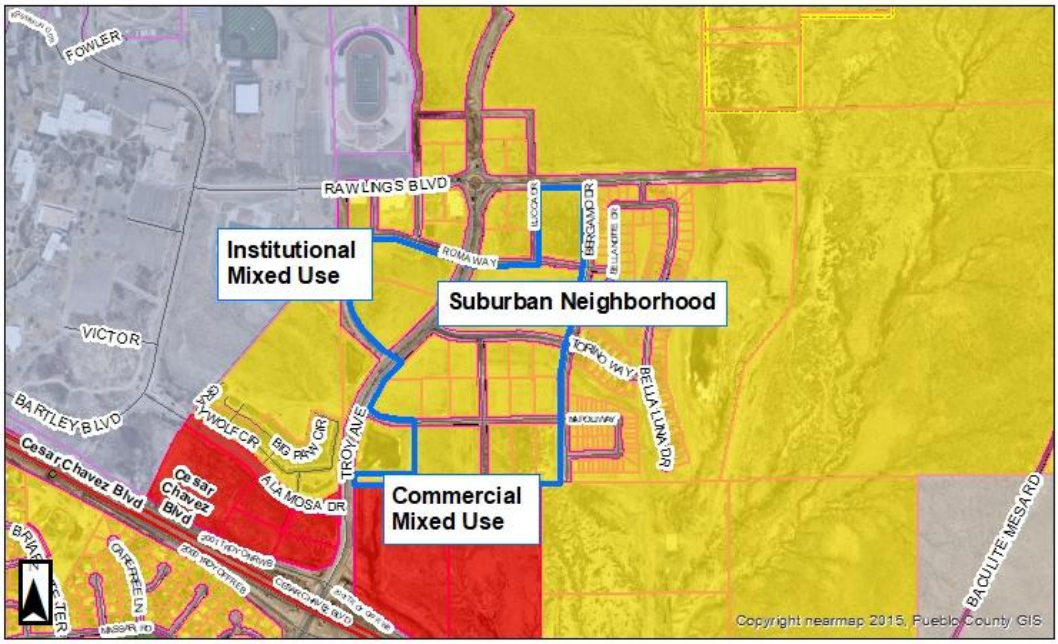
A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Site Photograph
F. Subdivision Plat
G. Supporting Documents



A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo



E. Villa Bella, Filing No. 2, looking southwest from Torino Way

Attachments F and G: To access the subdivision plat and supporting documents please contact the Planning and Community Development Department at 211 E. D Street, 719-553-2339, or bodom@pueblo.us

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Director Planning and Community Development

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-21-10 Villa Bella, Filing No. 2

DATE: September 25, 2025

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

July 29, 2025

The City of Pueblo Planning and Zoning Commission will hold a public hearing on requests from **Jeff Mark, Caleb Development, LLC** for the approval of the following application(s) located south of Rawlings Blvd, west of Bergamo Drive, and east of Thunderwolf Drive.

V-21-03 Villa Bella Subdivision, Filing No. 1 Street and Easement Vacation: Vacation of CBI Drive and a portion of Napoli Way. Vacation of Drainage and Utility Easements located within Blocks 3, 4, and 5.

S-21-10 Villa Bella Subdivision, Filing No. 2: Subdivision of 48.240 acres into 310 single-family residential lots.

The Planning and Zoning Commission meeting will be held on August 13, 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 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 to review plans and if you have questions.

Beritt Odom, Interim Director
Planning & Community Development
(719) 553-2339

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Beritt Odom, Interim Director
Planning & Community Development
(719) 553-2339

CASE NUMBER: S-21-10

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 Villa Bella Filing NO 2 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.

7/29/2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capitta

Owner	OwnerStree	OwnerCity	Owr	OwnerZip
BALLAGE REGINALD JAY/BALLAGE LAVOND	3422 BELLA LUNA DR	PUEBLO	CO	81001-4910
BASCO FHERLY JOY/ BATAO EY EMMANUEL	3302 BELLA LUNA DR	PUEBLO	CO	81001-4909
BHAGAT PAYAL ANKIT / BHAGAT ANKIT V	3222 BELLA LUNA DR	PUEBLO	CO	81001-4906
BODEMER CHRISTOPHER / GARCIA MELISS	3230 BELLA LUNA DR	PUEBLO	CO	81001-4906
BOLIBA TANYA S/BOLIBA KENNETH W	3409 BELLA LUNA DR	PUEBLO	CO	81001-4910
BRADFORD MARY LEA	10180 MARIPOSA WAY	LE GRAND	CA	95333-0103
CALEB DEVELOPMENT LLC 36.45% / LORS	212 N WAHSATCH AVE STE	COLORADO	CO	80903-3476
CASTILLO CYNTHIA LOU	3401 BELLA LUNA DR	PUEBLO	CO	81001-4910
CATABAY ALLAN / CATABAY MIGREZ	2505 TORINO WAY	PUEBLO	CO	81001-4912
CHEN HENRY H	3406 BELLA LUNA DR	PUEBLO	CO	81001-4910
CLARK JAMIE D	4350 S MONACO ST STE 50	DENVER	CO	80237-3400
COFFEY KARI/DAVIS RYAN	3306 BELLA LUNA DR	PUEBLO	CO	81001-4909
CRUZ FABIAN / MARTINEZ EMILY CHANTE	2509 TORINO WAY	PUEBLO	CO	81001-4912
EATON JOSHUA WILLIAM / EATON JESSIC	3331 BELLA LUNA DR	PUEBLO	CO	81001-4909
GALLEGOS ERIKA RENEE/ GALLEGOS KC A	3342 BELLA LUNA DR	PUEBLO	CO	81001-4909
GARCIA RUSSELL / ALARID LIZA	3326 BELLA LUNA DR	PUEBLO	CO	81001-4909
GASKILL RONNIE H / GASKILL LENA M	3202 BELLA LUNA DR	PUEBLO	CO	81001-4906
GOMEZ ESTEBAN JULIAN / GARCIA PATRI	3323 BELLA LUNA DR	PUEBLO	CO	81001-4909
GOMEZ MATTHEW PAUL	3426 BELLA LUNA DR	PUEBLO	CO	81001-4911
GONZALES MARK ALAN / REYNA GONZALES	3343 BELLA LUNA DR	PUEBLO	CO	81001-4909
GUILLORY SEBASTIAN DOMINIQUE / GUIL	3315 BELLA LUNA DR	PUEBLO	CO	81001-4909
HADDONSTONE MANAGEMENT COMPANY	32207 UNITED AVE	PUEBLO	CO	81001-4819
HAGGY CHRISTOPHER LEE/BRASSELL HAGG	3418 BELLA LUNA DR	PUEBLO	CO	81001-4910
HAILE SEMERE WELDU/ DAWIT LUWAM	3425 BELLA LUNA DR	PUEBLO	CO	81001-4910
HARDEY SHAUN ROBERT/ ZANIBONI MARIE	3430 BELLA LUNA DR	PUEBLO	CO	81001-4910
HARRIE EMILY MARIE/HARRIE NICHOLAS SCOTT	2509 BELLA TERRA DR	PUEBLO	CO	81001-4912
HAYS TYLER MICHAEL/HAYS KATEE LYNN	3417 BELLA LUNA DR	PUEBLO	CO	81001-4910
HEPWORTH MATTHEW /HEPWORTH HEATHER	3314 BELLA LUNA DR	PUEBLO	CO	81001-4910
HILLYER TAE / HILLYER SHELLEY	3310 BELLA LUNA DR	PUEBLO	CO	81001-4909
ISLAM MD / FERDOUS JANNATUL	3234 BELLA LUNA DR	PUEBLO	CO	81001-4907
JAMES TERRY SCOTT / MARTINEZ-JAMES	2518 TORINO WAY	PUEBLO	CO	81001-4912
LEICHT JOHN L / LEICHT SANDRA C	3339 BELLA LUNA DR	PUEBLO	CO	81001-4910
LUGO EFRAIN IZQUIERDO	3434 BELLA LUNA DR	PUEBLO	CO	81001-4910
MANIATIS MARIA G	2510 TORINO WAY	PUEBLO	CO	81001-4912
MARCHIANI RICKIE TRAVIS	2529 BELLA TERRA DR	PUEBLO	CO	81001-4911
MARTIC IVAN / MARTIC ANNE TYLER	2514 TORINO WAY	PUEBLO	CO	81001-4912
MARTINEZ ANTHONY	2526 TORINO WAY	PUEBLO	CO	81001-4912
MCCULLOUGH ALEXA TORI/MCCULLOUGH DA	3405 BELLA LUNA DR	PUEBLO	CO	81001-4910
MOBLEY MICHAEL	3330 BELLA LUNA DR	PUEBLO	CO	81001-4909
MODE JOHN DIEUDONNE/ MODE KERENE	3334 BELLA LUNA DR	PUEBLO	CO	81001-4909
NICKEL DAVID A/NICKEL EILEEN R	3410 BELLA LUNA DR	PUEBLO	CO	81001-4910
OAKMAN RONALD JOSEPH II/ OAKMAN LAT	3226 BELLA LUNA DR	PUEBLO	CO	81001-4906
PATEL SUNAY/ PATEL PRAVINCHANDRA	2506 TORINO WAY	PUEBLO	CO	81001-4912
PEARCE ROBERT A/VASQUEZ JOHN A	3402 BELLA LUNA DR	PUEBLO	CO	81001-4910
POWERS STEPHANIE MARIE/ POWERS GLEN	3413 BELLA LUNA DR	PUEBLO	CO	81001-4910
PRESTON SHANE WILLIAM	3414 BELLA LUNA DR	PUEBLO	CO	81001-4910

REID ROBERT	3327 BELLA LUNA DR	PUEBLO	CO	81001-4910
REIS JOSHUA MYKEL	2525 BELLA TERRA DR	PUEBLO	CO	81001-4911
RESIDENCE	3238 BELLA LUNA DR	PUEBLO	CO	81001-4908
REZA SYED H/RIZVI ALIZEH	3335 BELLA LUNA DR	PUEBLO	CO	81001-4909
RICHMOND AMERICAN HOMES OF COLORADO	4350 S MONACO ST	DENVER	CO	80237-3400
RIVERS DARRIN SHAVON	3206 BELLA LUNA DR	PUEBLO	CO	81001-4907
ROBERTSON GRANT D / ROBERTSON RENAE	2522 TORINO WAY	PUEBLO	CO	81001-4912
ROFLO ARNEL / ROFLO LEI ANN	2530 TORINO WAY	PUEBLO	CO	81001-4912
ROY MONICA ROSE / ROY RONALD JAMES	3322 BELLA LUNA DR	PUEBLO	CO	81001-4909
SANCHEZ ADRIAN / SANCHEZ LOUISE	3318 BELLA LUNA DR	PUEBLO	CO	81001-4909
SANCHEZ CHRISTINE	3210 BELLA LUNA DR	PUEBLO	CO	81001-4906
SANDOVAL LETICIA	2521 TORINO WAY	PUEBLO	CO	81001-4913
SHINKLE JACOB D + MOLNAR JESSICA D	2513 BELLA TERRA DR	PUEBLO	CO	81001-4913
SPERBER ELLY CHRISTINE/SPERBER JARE	3214 BELLA LUNA DR	PUEBLO	CO	81001-4907
STANSFIELD KATHERINE MARIE / PETERS	2517 TORINO WAY	PUEBLO	CO	81001-4912
TAPIA JAZMEN	2531 BELLA TERRA DR	PUEBLO	CO	81001-4911
TUTTOILMONDO TODD	3319 BELLA LUNA DR	PUEBLO	CO	81001-4909
UMOH EMEM LYDIA	3338 BELLA LUNA DR	PUEBLO	CO	81001-4909
WOLFE MONICA/RIVERA BRIAN	2501 TORINO WAY	PUEBLO	CO	81001-4912

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Melissa Cook, Director Department of Housing & Citizen Services

SUBJECT: AN ORDINANCE APPROVING A PURCHASE AGREEMENT AND RELATED DOCUMENTS BETWEEN CIRCLE K STORES INC., A TEXAS CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a purchase agreement between the City of Pueblo, a Colorado Municipal Corporation, and Circle K Stores, to purchase an approximate 1.73 acre property currently located at the 1200 block of Orman.

PREVIOUS COUNCIL ACTION:

No previous Council action has been taken.

BACKGROUND:.

In 2024, Circle K Stores expressed interest in redeveloping the blighted property located in the 1200 block of Orman Avenue, commonly referred to as the Convergy's site. Through an existing contract with the property owner, Circle K plans to demolish the deteriorated Convergy's building and construct a new retail store on the southern 1.32 acre portion of the site. The northern portion, which is approximately 1.73 acres, will be sold to the City of Pueblo, a Colorado Municipal Corporation.
The City intends to purchase the northern parcel for $600,000, with the land delivered graded and ready for development. The purpose of this acquisition is to position the site for future residential development by identifying qualified housing developers.

FINANCIAL IMPLICATIONS:

The City intends to use existing Capital Improvement General Funds allocated in the project account CI2510, Convergy's Site Development.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council can choose not to fund this project.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Northern Orman City Agreement
2. Northern Orman Earnest Money Promissory-4928-9566-0653-v2

ORDINANCE NO.

AN ORDINANCE APPROVING A PURCHASE AGREEMENT AND RELATED DOCUMENTS BETWEEN CIRCLE K STORES INC., A TEXAS CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, there exists a need for affordable housing in the City of Pueblo, a Colorado Municipal Corporation; and

WHEREAS, there exists a need to address blighted buildings in the City of Pueblo, a Colorado Municipal Corporation, and

WHEREAS, the City of Pueblo, a Colorado Municipal Corporation, has created, budgeted and appropriated a project account for the Convergy's Site Redevelopment; NOW, THEREFORE,

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

SECTION 1.

The City of Pueblo Affordable Housing Development Agreement between Circle K Stores Inc., a Texas Corporation, and the City of Pueblo, a Colorado Municipal Corporation, (the “Agreement”) for the purchase of property, and the associated documents, specifically the promissory note, (the “Documents”) copies of which are attached hereto and incorporated herein, having been approved as to form by the City Attorney, are hereby approved.

SECTION 2.

The $600,000.00 in funds are available in CI2510, Convergy's Site Development and will be dedicated to this Agreement and the associated project.

SECTION 3.

The Mayor is hereby authorized to execute the Agreement and the associated Documents as needed and upon closing of the transaction in the name and on behalf of the City of Pueblo, a Colorado Municipal Corporation, where the Mayor may execute the Agreement and Documents by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo, a Colorado Municipal Corporation.

SECTION 4.

The Mayor is hereby authorized to execute a purchase agreement when requested and in the name and on behalf of the City of Pueblo, a Colorado Municipal Corporation, by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo, a Colorado Municipal Corporation.

SECTION 5.

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 Agreement and Documents to effectuate the transactions described therein.

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

PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS
(NORTHERN & ORMAN – CITY LAND EXCHANGE)

City:	City of Pueblo, a Colorado municipal corporation 211 East D Street Pueblo, Colorado 81003 Attention: Ms. Beritt Odom Telephone: 719-553-2244 Facsimile: ___-___-____ E-Mail: bodom@pueblo.us
with a copy to:	City of Pueblo, a Colorado municipal corporation 1 City Hall Place, 3rd Floor Pueblo, Colorado 81003 Attention: Carla Sikes, City Attorney Telephone: 719-562-3896 Facsimile: ___-___-____ E-Mail: csikes@pueblo.us
Circle K:	Circle K Stores Inc., a Texas corporation 5500 South Quebec Street, Suite 100 Greenwood Village, Colorado 80111 Attention: Jon Douglas, Real Estate Development Manager Telephone: (720) 341-5246 E-Mail: jon.douglas@circlek.com
with a copy to:	Haynes and Boone, LLP 112 E. Pecan, Suite 2400 San Antonio, Texas 78205 Attention: George Hinchey Telephone: (210) 978-7415 E-Mail: George.hinchey@haynesboone.com
Escrow Agent:	Chicago Title of Texas, LLC Attention: Allyson Shirar 13737 Noel Rd., Suite 100 Dallas, Texas 75240 Telephone: (972) 619-4649 E-mail: Allyson.Shirar@ctt.com
Escrow #:	_____

City Property:	Approximately 10,000 square feet located at 819 West Northern Avenue, Pueblo, Colorado 81004, designated as County Assessor Parcel No. 1501319003, and legally described and/or generally depicted on **Exhibit "A"** (the "**City Land**"), together with all improvements and appurtenances thereto.
Acquisition Property:	Approximately 149,000 square feet located at 1228 East Orman Avenue, Pueblo, Colorado 81004, designated as County Assessor Parcel Nos. 1501319002 and 1501319001, and legally described and/or generally depicted on **Exhibit "B"** (the "**Acquisition Land**"), together with all improvements and appurtenances thereto.
Circle K Property:	Approximately 60,000 square feet located at 1228 East Orman Avenue, Pueblo, Colorado 81004, designated as County Assessor Parcel Nos. 1501319002 and 1501319001, and legally described and/or generally depicted on **Exhibit "C"** (the "**Circle K Land**"), together with all improvements and appurtenances thereto. For clarification purposes, the Circle K Land is a portion of the Acquisition Land.
Exchange Property:	Approximately 99,000 square feet located at 1228 East Orman Avenue, Pueblo, Colorado 81004, designated as County Assessor Parcel Nos. 1501319002 and 1501319001, and legally described and/or generally depicted on **Exhibit "C"** (the "**Exchange Land**"), together with all improvements and appurtenances thereto. For clarification purposes, the Exchange Land is a portion of the Acquisition Land.
Purchase Price:	The purchase price to be paid by City for the Exchange Property at Closing (as defined below) shall be Six Hundred Thousand and No/100 Dollars ($600,000.00).
Investigation Period:	Ninety (90) days from the Effective Date (as defined below).
Governmental Approval Period:	One Hundred Eighty (180) days from the expiration of the Investigation Period, subject to any applicable extensions.
Extension Periods:	Two (2) 60-day extensions of the Governmental Approval Period.
Acquisition Date:	The date as defined in Section 5.07.
Closing Date:	Thirty (30) days after the earlier of (i) expiration of the Governmental Approval Period or (ii) the Acquisition Date, provided, however, upon ten (10) days prior written notice, Circle K may cause the Closing Date to occur simultaneously with the Acquistion Date (for a simultaneous closing with the Acquisition Contract).

THE TERMS LISTED ABOVE ARE DEFINED TERMS THAT ARE REFERRED TO THROUGHOUT THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS.

RECITALS

A. City is the Owner of the City Property legally described and/or generally depicted on **Exhibit "A"**.

B. Circle K is currently negotiating the purchase of the Acquistion Property legally described and/or generally depicted on **Exhibit "B"**.

C. Subject to the successful acquisition by Circle K of the Acquisition Property in accordance with the terms of the Acquisition Contract (as defined below) and the terms and conditions hereof, Circle K desires to convey the Exchange Property legally described and/or generally depicted on **Exhibit "C"** to the City in exchange for (i) the City's payment of the Purchase Price (defined below) and (ii) the City's conveyance of the City Property to Circle K (as further described in Sections 1.02 and 1.03, the "**Exchange Transaction**").

ARTICLE I
AGREEMENT, EXCHANGE

Section 1.01. Agreement. This Purchase Agreement and Escrow Instructions (inclusive of all exhibits, this "**Contract**") will constitute a binding and effective agreement of City and Circle K effective as of the "**Effective Date**" (as defined in Section 1.04).

Section 1.02. Circle K Exchange. Subject to the terms and conditions set forth in this Contract and in consideration of the City's agreement in Section 1.03, Circle K agrees to convey to the City the Exchange Property, and the City hereby agrees to accept from Circle K the Exchange Property and pay the Purchase Price.

Section 1.03. City Exchange. Subject to the terms and conditions set forth in this Contract and in consideration of Circle K's agreement in Section 1.02, City agrees to convey to Circle K the City Property and Circle K hereby agrees to accept from City the City Property.

Section 1.04. Effective Date. The term "**Effective Date**" means the date upon which Escrow Agent has in its possession at least one fully executed original or electronic counterpart of this Contract and, by its execution below, accepts this Contract as its escrow instructions. Escrow Agent will indicate the date of the Effective Date on Escrow Agent's Acceptance attached at the end of this Contract.

Section 1.05. Close of Escrow. The completion of the Exchange Transaction and closing of the Escrow (referred to interchangeably as the "**Closing**" or the "**Close of Escrow**") will occur on or before the Closing Date or any earlier date agreed to between City and Circle K.

Section 1.06. Escrow Instructions. This Contract, including the "**Additional Escrow Instructions**" attached as **Exhibit "D"**, will constitute the sole escrow instructions to Escrow Agent, and no standard form escrow instructions of Escrow Agent will be used for this Escrow.

Section 1.07. Earnest Money and Purchase Price. City agrees to execute a promissory note in favor of Circle K in the amount of $25,000.00 and deposit the same with the Escrow Agent no later than five (5) days after execution of this Contract (the "**Earnest Money Promissory Note**"). The Earnest Money Promissory Note shall be in the form and substance of the attached Schedule 1.07 attached hereto and made part hereof for all purposes. Circle K agrees to deposit $25,000.00 with the Escrow Agent no later than five (5) days after the Effective Date (the "**CK Earnest Money**"). The City Earnest Money and the CK Earnest Money being collectively referred to herein as the "**Earnest Money**". If the Escrow closes, the City Earnest

Money Promissory Note will be cancelled and returned to the City. To consummate its purchase of the Exchange Property, City agrees to pay the Purchase Price to Circle K in cash ("**Closing Cash**") through Escrow on the Closing Date.

Section 1.08. AS IS CONDITION. Except as it relates to (i) City's representations and warranties as set forth in this Contract and (ii) matters set forth in the closing documents pursuant to the transaction contemplated herein to include, without limitation, the warranty of title contained in the Deed, Circle K acknowledges that it will be acquiring the City Property based solely upon its inspection and investigation of the City Property and that Circle K will be purchasing the City Property "AS IS" "WHERE IS" and "WITH ALL FAULTS" based upon the condition of the City Property as of the Effective Date. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, City's REPRESENTATIONS AND WARRANTIES IN SECTION 3.03), CITY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE CITY PROPERTY. THIS PROVISION SHALL SURVIVE CLOSING**.**

Except as it relates to (i) Circle K's representations and warranties as set forth in this Contract and (ii) matters set forth in the closing documents pursuant to the transaction contemplated herein to include, without limitation, the warranty of title contained in the Deed, City acknowledges that it will be acquiring the Exchange Property based solely upon its inspection and investigation of the Exchange Property and that City will be purchasing the Exchange Property "AS IS" "WHERE IS" and "WITH ALL FAULTS" based upon the condition of the Exchange Property as of the Effective Date. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, Circle K's REPRESENTATIONS AND WARRANTIES IN SECTION 3.04), CIRCLE K MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EXCHANGE PROPERTY. THIS PROVISION SHALL SURVIVE CLOSING**.**

Section 1.09. Release. IF CITY ELECTS TO ACQUIRE CIRCLE K'S INTEREST IN THE PROPERTY UNDER THE TERMS OF THIS CONTRACT, CITY, FOR ITSELF AND ITS AFFILIATES, ANY PERMITTED ASSIGNEE, ANY LENDER, AND ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, PARTNERS, MEMBERS, AGENTS, ATTORNEYS, CONSULTANTS, CONTRACTORS, ADVISORS, AND OTHER REPRESENTATIVES, AND THEIR RESPECTIVE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES, AND ASSIGNS, AGREES, EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, CIRCLE K'S REPRESENTATIONS AND WARRANTIES IN SECTION 3.04), TO ACCEPT THE EXCHANGE PROPERTY AT THE CLOSING AS-IS, WHERE-AS WITH ALL FAULTS, AND WAIVE AND RELEASE ALL OBJECTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEMANDS, PROCEEDINGS EXPENSES AND CLAIMS AGAINST CIRCLE K (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) (COLLECTIVELY, "CLAIMS") ARISING FROM OR RELATED TO THE EXCHANGE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE EXCHANGE PROPERTY, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY EXIST OR ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE EXCHANGE PROPERTY (INCLUDING WITHOUT LIMITATION THE PHYSICAL, OPERATIONAL, ENVIRONMENTAL, AND STRUCTURAL CONDITION OF THE PROPERTY) OR ANY LAW OR REGULATION

APPLICABLE THERETO, INCLUDING WITHOUT LIMITATION ANY CLAIMS OR OTHER MATTERS RELATING TO THE USE, PRESENCE, DISCHARGE OR RELEASE OF HAZARDOUS MATERIALS ON, UNDER, IN, ABOVE OR ABOUT THE PROPERTY, EXCEPTING (A) ANY CLAIMS BY CITY AGAINST CIRCLE K FOR A BREACH OR DEFAULT (WHETHER OCCURRING PRIOR TO OR SUBSEQUENT TO CLOSING) UNDER THIS CONTRACT BY CIRCLE K AND (B) ANY CLAIMS BROUGHT BY A THIRD PARTY ARISING OUT OF CIRCLE K'S ACTS OR OMISSIONS WITH RESPECT TO THE EXCHANGE PROPERTY PRIOR TO CLOSING. CITY ACKNOWLEDGES AND AGREES THAT CIRCLE K HAS AGREED TO ENTER INTO THIS CONTRACT IN CONSIDERATION FOR AND IN RELIANCE UPON THE LIMITATIONS OF LIABILITY CONTAINED IN THIS CONTRACT, THAT THE TRANSACTION CONTEMPLATED HEREIN IS BASED IN PART ON SUCH LIMITATIONS OF LIABILITY, THAT THE PURCHASE PRICE IS BASED IN PART ON SUCH LIMITATIONS OF LIABLIITY, AND THAT CIRCLE K WOULD NOT HAVE AGREED TO EXECUTE THIS CONTRACT OR EXCHANGE THE EXCHANGE PROPERTY TO CITY ON TERMS THAT DID NOT INCLUDE SUCH LIMITATIONS OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, CIRCLE K'S REPRESENTATIONS AND WARRANTIES IN SECTION 3.04), THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION EXTEND TO ALL CLAIMS OF ANY NATURE AND KIND WHATSOEVER, KNOWN OR UNKNOWN, SUSPECTED OR NOT SUSPECTED, AND, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, CITY WAIVES ANY PROVISIONS OF APPLICABLE LAW THAT OTHERWISE MAY LIMIT OR PROHIBIT SUCH WAIVERS AND RELEASES. THE PROVISIONS OF THIS SECTION WILL SURVIVE CLOSING OR ANY EARLIER TERMINATION OF THIS CONTRACT.

IF CIRCLE K ELECTS TO ACQUIRE CITY'S INTEREST IN THE PROPERTY UNDER THE TERMS OF THIS CONTRACT, CIRCLE K, FOR ITSELF AND ITS AFFILIATES, ANY PERMITTED ASSIGNEE, ANY LENDER, AND ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, PARTNERS, MEMBERS, AGENTS, ATTORNEYS, CONSULTANTS, CONTRACTORS, ADVISORS, AND OTHER REPRESENTATIVES, AND THEIR RESPECTIVE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES, AND ASSIGNS, AGREES, EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, CITY'S REPRESENTATIONS AND WARRANTIES IN SECTION 3.03), TO ACCEPT THE CITY PROPERTY AT THE CLOSING AS-IS, WHERE-AS WITH ALL FAULTS, AND WAIVE AND RELEASE ALL OBJECTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEMANDS, PROCEEDINGS EXPENSES AND CLAIMS AGAINST CITY (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) (COLLECTIVELY, "CLAIMS") ARISING FROM OR RELATED TO THE CITY PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE CITY PROPERTY, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY EXIST OR ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE CITY PROPERTY (INCLUDING WITHOUT LIMITATION THE PHYSICAL, OPERATIONAL, ENVIRONMENTAL, AND STRUCTURAL CONDITION OF THE PROPERTY) OR ANY LAW OR REGULATION APPLICABLE THERETO, INCLUDING WITHOUT LIMITATION ANY CLAIMS OR OTHER MATTERS RELATING TO THE USE, PRESENCE, DISCHARGE OR RELEASE OF HAZARDOUS MATERIALS ON, UNDER, IN, ABOVE OR ABOUT THE PROPERTY, EXCEPTING (A) ANY CLAIMS BY CIRCLE K AGAINST CITY FOR A BREACH OR DEFAULT (WHETHER OCCURRING PRIOR TO OR SUBSEQUENT TO CLOSING) UNDER THIS CONTRACT BY CITY AND (B) ANY CLAIMS BROUGHT BY A THIRD PARTY ARISING OUT OF CITY'S ACTS OR OMISSIONS WITH RESPECT TO THE CITY PROPERTY PRIOR TO CLOSING. CIRCLE K ACKNOWLEDGES AND AGREES THAT CITY HAS AGREED TO ENTER INTO THIS CONTRACT IN CONSIDERATION FOR AND IN RELIANCE UPON THE LIMITATIONS OF

LIABILITY CONTAINED IN THIS CONTRACT, THAT THE TRANSACTION CONTEMPLATED HEREIN IS BASED IN PART ON SUCH LIMITATIONS OF LIABILITY, AND THAT CITY WOULD NOT HAVE AGREED TO EXECUTE THIS CONTRACT OR CITY THE EXCHANGE PROPERTY TO CIRCLE K ON TERMS THAT DID NOT INCLUDE SUCH LIMITATIONS OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, CITY'S REPRESENTATIONS AND WARRANTIES IN SECTION 3.03), THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION EXTEND TO ALL CLAIMS OF ANY NATURE AND KIND WHATSOEVER, KNOWN OR UNKNOWN, SUSPECTED OR NOT SUSPECTED, AND, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, CIRCLE K WAIVES ANY PROVISIONS OF APPLICABLE LAW THAT OTHERWISE MAY LIMIT OR PROHIBIT SUCH WAIVERS AND RELEASES. THE PROVISIONS OF THIS SECTION WILL SURVIVE CLOSING OR ANY EARLIER TERMINATION OF THIS CONTRACT.

ARTICLE II
DUE DILIGENCE DOCUMENTS

Section 2.01. Title. Within five (5) days after the Effective Date, Escrow Agent will provide Circle K with a preliminary title report or title commitment for an ALTA extended owner's policy of title insurance for the City Property in the amount reasonably requested by Circle K and complete and legible copies of all instruments and documents referred to as exceptions to title, including a copy of the so-called vesting deed (collectively, the "**Circle K Report**"). The Circle K Report must be issued by Escrow Agent or an acceptable title insurance underwriter, must include all title requirements for closing, and must be dated with an effective date and time after the Effective Date. Within five (5) days after the Effective Date, Escrow Agent will provide City with a preliminary title report or title commitment for an ALTA extended owner's policy of title insurance for the Exchange Property in the amount reasonably requested by City and complete and legible copies of all instruments and documents referred to as exceptions to title, including a copy of the so-called vesting deed (collectively, the "**City Report**"). The City Report must be issued by Escrow Agent or an acceptable title insurance underwriter, must include all title requirements for closing, and must be dated with an effective date and time after the Effective Date.

Section 2.02. Survey. During the Investigation Period, Circle K, at Circle K's cost, shall cause to be prepared an ALTA/NSPS Land Title Survey ("**CK Survey**") of the Acquisition Property and City Property (which may be in the form of one survey of both properties). The Survey will be certified to Circle K, City, and Escrow Agent, and Circle K will cause a copy of the Survey to be delivered to City and Escrow Agent. The Survey will be the basis for determining the final legal description for the Circle K Property, the Exchange Property and the City Property. The parties acknowledge that the exact measurements of the Acquisition Property, the Exchange Property and the Circle K Property are to be determined during the Investigation Period and agreed upon by the parties in their commercially reasonable discretion.

Section 2.03. Environmental. During the Investigation Period, Circle K, at Circle K's cost, may cause to be prepared a Phase I Environmental Site Assessment and, if necessary or desirable, a Phase II report (collectively, the "**ESA**") of the Acquisition Property and the City Property in accordance with any current ASTM Standards. If prepared, Circle K will cause a copy of the ESA to be delivered to City and for the City to be an additional party certified in the ESA.

Section 2.04. Due Diligence Documents. Within five (5) days after the Effective Date, City will deliver to Circle K copies of all existing surveys, leases, environmental reports, water reports, soil tests, topography studies, archaeological tests, engineering reports, traffic studies, maintenance records, marketing studies, maintenance reports, appraisals, zoning reports, zoning stipulations, development agreements, cost estimates, infrastructure plans, licenses, tax abatement agreements, revenue sharing arrangements, and

similar records relating to the City Property that were delivered to or performed by or for City or its affiliates and/or that are in the possession of, or are readily available to, City, its agents, or its affiliates (collectively, the "**Due Diligence Documents**"). The Investigation Period shall be automatically extended one (1) day for each day that delivery of the Due Diligence Documents is delayed beyond the five (5) day period set forth above.

Section 2.05. Exchange Diligence Documents. Within five (5) days after receipt, Circle K will deliver to City copies of any due diligence related documents received by Circle K under the Acquisition Contract (collectively, the "**Exchange Diligence Documents**"). In all instances, the Exchange Diligence Documents are provided as an accommodation to City and are provided without warranty for accuracy or completeness of any kind and are delivered AS-IS, WHERE-IS and with all FAULTS. City acknowledges and agrees that City will rely solely upon City's due diligence investigation and City's experience, expertise and subjective good faith judgment as to all such matters. Furthermore, City hereby releases Seller and the Acquisition Contract Seller from any claims related to the accuracy of such information in the Exchange Diligence Documents provided to the City, and City further waives any claims related to or arising from the City's reliance on such Exchange Diligence Documents.

ARTICLE III
INTERIM CITY OBLIGATIONS AND REPRESENTATIONS

Section 3.01. Interim Acts of City and Circle K. City with respect to the City Property and Circle K with respect to the Exchange Property, each agree as to the respective property that, from the Effective Date until the Closing or earlier termination of this Contract, without the prior written consent of the other party, they will not (except as may be set forth in the Acquisition Contract as it relates to the Acquisition Property, to include, without limitation, the Exchange Property): (a) enter into any lease or other oral or written agreement affecting their respective property, (b) permit any modifications or additions to their respective property (including, but not limited to, changing the native grade of such property), (c) grant any easements or other encumbrance with respect to their respective property, and/or (d) allow any liens to attach to their respective property before the Closing.

Section 3.02. Work on Property. To the extent that there is any work performed on the City Property by City, City's agents, or independent contractors engaged by City prior to the Closing, all invoices, liens, and/or payment requests will be paid in full by City by no later than the Closing. If requested by Circle K or Escrow Agent, City will deliver unconditional lien releases to Circle K and Escrow Agent for all work performed by City, City's agents, or any independent contractor engaged by City.

Section 3.03. Representations and Warranties of City. City represents and warrants to Circle K as follows:

(a) City is the owner of marketable fee simple title to the City Property. The City Property has access to one or more public roadways.

(b) To City's knowledge, except as disclosed in the Due Diligence Documents, the City Property is not now being used and, to City's knowledge, has not previously been used for the generation, transportation, treatment, storage, or disposal of any hazardous or toxic wastes or substances that are subject to regulation under any federal, state, or local laws or regulations ("**Hazardous Waste Laws**"). To City's knowledge, except as disclosed in the Due Diligence Documents, there have been no past or current releases or substantial threats of a release of a hazardous or toxic waste or substance from or unto the City Property that are or may be subject to regulation under the Hazardous Waste Laws.

(c) To City's knowledge, there are no intended public improvements that will or could result in any charges being assessed against the City Property and that will or could result in a lien or encumbrance upon the City Property or its owners.

(d) To City's knowledge, there is no pending or contemplated condemnation or taking by inverse condemnation of all or any portion of the City Property by any Governmental Authorities.

(e) The act of entering into this Contract and the completion of this transaction will not in any way violate any agreements to which City is a party or any laws to which City is subject.

(f) This Contract has been duly authorized and executed on City's behalf and constitutes the valid and binding agreement of City, enforceable in accordance with its terms. City is not prohibited from consummating this transaction by the terms of its governing document or any judicial or governmental order or stay.

(g) Other than this Contract, City has not entered into any written or oral agreement or option under which City is or could become obligated to sell or dedicate all or any portion of the City Property and City will not enter into this type of agreement or option with respect to the City Property during the term of the Escrow.

(h) To City's knowledge, there are no wells, drilling holes, wellheads, or underground storage tanks located on or under the surface of the City Property.

(i) City has not entered into any oral or written agreement with any third party that would subject the Property to any land use regulation, restriction, condition, or stipulation.

(j) To City's knowledge, there are no parties in adverse possession of the City Property, and no party uses or is in possession of the City Property other than City.

(k) City is not a Prohibited Person[1] as defined in the USA PATRIOT Act, Public Law 107-56, as amended.

(l) The City Property is not subject to any land use regulation, restriction, condition or stipulation that may be imposed by any oral or written agreement between City and any third

[1] A "**Prohibited Person**" shall mean any person, organization, or entity: (i) listed in the Annex to, or is otherwise subject to, the provisions of Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "**Executive Order**"); (ii) owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) with whom a party is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering legal requirements, including the PATRIOT Act and the Executive Order; (iv) that commits, threatens, or conspires to commit or supports "**terrorism**" as defined in the Executive Order; (v) that is named as a "specifically designated national" or "blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov/offices/eotffc/ofac/sdn, or at any replacement website or other replacement official publication of the list or is named on any other U.S. or foreign government or regulatory list maintained for the purpose of preventing terrorism, money laundering, or similar activities; (vi) that is covered by IEEPA, OFAC, or any other law, regulation, or executive order relating to the imposition of economic sanctions against any country, region, or individual pursuant to United States law or United Nations resolution; or (vii) that is an affiliate (including any principal, officer, immediate family member, or close associate) of a person or entity described in one or more of the above clauses of this definition of Prohibited Person.

party that would prevent or impair Circle K's contemplated development and operation of the City Property.

(m) The City Property is zoned B-4 by the City/Town of Pueblo, Colorado and there are no stipulations or restrictions against the use and development of the City Property as a convenience store.

(n) The City Property is not subject to any lease or occupancy license that would give anyone other than Circle K the right to use or occupy the City Property after the Closing Date.

All City representations and warranties contained in this Contract are true on and as of the Effective Date, will be true on and as of the Close of Escrow, and will survive the Close of Escrow and the execution, delivery, and recordation of the conveyancing deed. Should City, at any time after the Effective Date and prior to Closing, learn that any of the foregoing representations and warranties are no longer true and correct, City shall promptly notify Circle K of such fact, stating with specificity the nature and extent to which City's representations and warranties have changed. Any breach of the warranties or representations made to City by Circle K under this Contract shall be deemed an Event of Default under Section 8.05 herein, and shall be subject to Circle K's remedies as set forth therein.

Section 3.04. Circle K Representations and Warranties. Circle K represents and warrants to City as follows:

(a) Circle K has the full power to execute, deliver, and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery, and performance of this Contract;

(b) The execution and delivery of this Contract is not prohibited by, will not conflict with, constitute grounds for termination of, or result in the breach of any agreements or instruments to which Circle K is now a party or by which it is bound, or any order, rule, or regulation of any court or any other governmental agency or official; and

(c) Circle K has provided the Exchange Diligence Documents as provided to Circle K under the Acquisition Contract.

(d) This Contract constitutes the valid and binding agreement of Circle, enforceable in accordance with its terms, subject to the provisions of Sections 5.06 and 5.07 below.

ARTICLE IV
TITLE AND SURVEY CONTINGENCY

Section 4.01. Title and Survey Matters.

(a) Notwithstanding anything to the contrary in this Contract and without the need to make any formal written objections, Circle K objects to and City shall deliver the City Property free of: (i) all deeds of trust and/or mortgages and any ancillary encumbrances, including but not limited to, assignments of leases and rents and UCC-1 financing statements; (ii) any restrictions prohibiting use of the Property as or for a convenience store, for the sale of motor vehicle fuels, and/or any restrictions on hours of operation; (iii) all judgment liens, mechanic's liens, notices of lis pendens, tax liens, attachments, and any other matters evidencing monetary encumbrances (other than liens for non-delinquent property taxes); and (v) notices of lease, possession, or occupancy rights to all or part of the Property. In the event the Circle K Report identifies any such

encumbrances and City does not remove such encumbrances or does not commit to such removal on or before Closing, then at any time thereafter, Circle K may terminate this Contract and in such instance the CK Earnest Money shall be returned to Circle K and the City Earnest Money shall be returned to City and the parties shall owe no further duty to each other save and except those which survive Closing. If Circle K fails to terminate and proceeds to Closing, then such conveyance of the City Property will be made subject to such encumbrances.

(b) Notwithstanding anything to the contrary in this Contract and without the need to make any formal written objections, City objects to and Circle K shall deliver the Exchange Property free of: (i) all deeds of trust and/or mortgages and any ancillary encumbrances, including but not limited to, assignments of leases and rents and UCC-1 financing statements; (ii) all judgment liens, mechanic's liens, notices of lis pendens, tax liens, attachments, and any other matters evidencing monetary encumbrances (other than liens for non-delinquent property taxes); (iii) any options or rights of purchase or first refusal; and (iv) notices of lease, possession, or occupancy rights to all or part of the Property. In the event the City Report identifies any such encumbrances and Circle K does not remove such encumbrances or does not commit to such removal in writing on or before Closing, then at any time thereafter, City may terminate this Contract and in such instance the CK Earnest Money shall be returned to Circle K and the City Earnest Money shall be returned to City and the parties shall owe no further duty to each other save and except those which survive Closing. If City fails to terminate and proceeds to Closing, then such conveyance of the Exchange Property will be made subject to such encumbrances.

ARTICLE V
OTHER CIRCLE K CONTINGENCIES

Section 5.01. Circle K Investigations. Circle K will have until the end of the Investigation Period within which to conduct and consider any feasibility studies, physical inspections, environmental testing, due diligence investigations, economic studies, marketing reports, utility studies, soil tests, other tests or investigations, or any other matter concerning the City Property (collectively, the "**Circle K Investigations**") deemed necessary by Circle K, in its sole discretion, to determine the economic, physical, developmental, and operational feasibility of Circle K's purchase of the City Property. Circle K's obligation to consummate the transaction contemplated herein is conditioned on Circle K's approval of the results of the Circle K Investigations and the Due Diligence Documents, in Circle K's sole discretion. Circle K has the absolute right to terminate this Contract for any reason during the Investigation Period, and shall not be obligated to close the transaction for the consummation of the transaction contemplated herein unless Circle K delivers to City, prior to the end of the Investigation Period, written notice that Circle K has waived its right to terminate this Contract pursuant to this Section 5.01 (the "**Exercise Notice**"). The date on which Circle K delivers the Exercise Notice to City (so long as it is delivered on or prior to the end of the Investigation Period) is referred to herein as the "**Going Forward Date**" and the Investigation Period shall end on the Going Forward Date. If Circle K fails to timely deliver the Exercise Notice to City prior to the expiration of the Investigation Period, then this Contract shall immediately terminate at 11:59 p.m. local time at the City Property on the last day of the Investigation Period and both parties shall be fully released herefrom, except as otherwise expressly provided in this Contract, as of 11:59 p.m. local time at the City Property on the last day of the Investigation Period; provided, however, the CK Earnest Money shall be returned to Circle K and the City Earnest Money shall be returned to City.

Section 5.02. Right of Entry. City grants to Circle K and Circle K's agents, employees, and contractors the right to enter upon the City Property, at all reasonable times during the term of this Escrow, to conduct any Circle K Investigations. City agrees (at no cost to City) to cooperate in a reasonable manner with Circle K and its agents, employees, and contractors in the performance of the Circle K Investigations. To the extent Circle K damages or disturbs the City Property, Circle K will return the City Property to

substantially the same condition that existed immediately prior to the Circle K Investigations. Circle K agrees to indemnify, defend, and hold City harmless for, from, and against any claim, damage, liability, cost (including reasonable court costs and attorney fees), or loss for property damage or bodily injury arising as a direct consequence of Circle K Investigations, excluding any conditions which previously existed upon the City Property. This inspection indemnity of Circle K will survive the cancellation of this Contract and Escrow and the Closing.

Section 5.03. Credits. City is not aware of any City credits, including impact fee credits, tap fee credits, or any other credits related to the demolition or improvements on the Acquisition Property but to extent such City credits exist (whether such exist as of the Effective Date or arise after the Effective Date by virtue of the demolition of the improvements on the Acquisition Property), agrees that such City credits will inure to the benefit of Circle K. The provisions of this Section 5.03 shall survive Closing and delivery of the deeds.

Section 5.04. Entitlement Approvals.

(a) Circle K's obligation to close this Escrow and consummate the purchase of the Property is conditioned upon Circle K's ability to obtain from the applicable Governmental Authorities on or before the expiration of the Governmental Approval Period, all necessary final and written permits and approvals necessary for Circle K to develop and operate the City Property (together with the Circle K Property) as a convenience store (including, at Circle K's election, a quick serve restaurant and/or a car wash) selling alcoholic beverages, motor vehicle fuels, and lottery tickets (or other allowable gaming), including, without limitation, any zoning changes, zoning variances, Circle K's Site Plan approvals, use permits, liquor licenses, special use permits, gaming license, beer and wine license, subdivision approvals, lot divisions, other land use entitlements and building permits and approvals necessary for Circle K's intended development of the City Property (together with the Circle K Property), subject to only those conditions, stipulations, costs and other matters as are acceptable to Circle K in its sole and absolute discretion (collectively, the "**Entitlement Approvals**"). If Circle K delivers notice to City on or before the expiration of the Governmental Approval Period, as may be extended by Circle K, that Circle K has been unable to obtain any of the Entitlement Approvals Circle K desires or which may otherwise be required, then this Contract and the Escrow will be immediately deemed cancelled, and the cancellation will be governed by the provisions of Section 5.10.

(b) Intentionally Omitted.

(c) City will cooperate in all reasonable respects with Circle K in applying for and obtaining the Entitlement Approvals, but all costs for any applications will be solely those of Circle K.

(d) Circle K may extend the Governmental Approval Period for the Extension Periods by notifying City and Escrow Agent in writing prior to the expiration of the then-applicable Governmental Approval Period and depositing with Escrow Agent the Extension Deposit within five (5) days after the commencement of such Extension Period.

Section 5.05. Intentionally Omitted.

Section 5.06. Management Approval. This transaction is subject to the approval of Circle K's (or its corporate parent's) senior management and/or Board of Directors ("**Management Approval**"). Circle K shall use reasonable efforts to obtain Management Approval no later than the expiration of the Governmental

Approval Period. In the event Management Approval is not received, then Circle K may terminate this Contract and such termination shall be governed by the terms of Section 5.10.

Section 5.07. Contingent Closing. City acknowledges that Circle K is currently in negotiations for the acquisition of the Acquisition Property by way of a purchase and sale agreement with the existing owner of the Acquisition Property (the "**Acquisition Contract**"). In the event that Circle K does not enter into the Acquisition Contract on or before the expiration of the Investigation Period, then this Contract shall automatically terminate and such termination shall be governed by the terms of Section 5.10. City further acknowledges that Circle K is under no duty to acquire the Acquisition Property and this Contract and the transaction contemplated herein is subject to Circle K acquiring such Acquisition Property. In the event Circle K enters into the Acquisition Contract but does not acquire the Acquisition Property for any reason whatsoever, then, notwithstanding anything in this Contract to the contrary, this Contract shall immediately terminate and such termination shall be governed by the terms of Section 5.10. In the event Circle K acquires the Acquisition Property, such date of acquisition shall be referred to herein as the "**Acquisition Date**".

Section 5.08. Intentionally Omitted.

Section 5.09. Intentionally Omitted.

Section 5.10. Failure of Condition. If Circle K properly provides written notice of its election to cancel this Contract and the Escrow, the cancellation will be immediate, neither City nor Circle K will have any further obligation or responsibility to the other to perform under this Contract; provided, however the Title Company shall immediately refund the CK Earnest Money to Circle K and the City Earnest Money to City. Circle K's failure to timely deliver a written notice of cancellation for a failure of any of the contingencies described above will be deemed a waiver of Circle K's right to cancel this Contract for a failure of that condition.

ARTICLE VI
CLOSING

Section 6.01. Non-Foreign Affidavit. At the Closing, each party shall deliver to the other a sworn affidavit stating, under penalty of perjury, that such party is not a "foreign person" as defined in the Internal Revenue Code of 1986, as amended ("**Code**").

Section 6.02. City Other Properties.

(a) At the Closing, if City directly owns or leases other real property or acquires/leases other real property within 10 years from the date of Closing (excluding the City Property but including the Exchange Property), any part of which is closer than 1/4 mile to any part of the Circle K Property (called the "**Burdened Property**"), City, at Closing, will execute and cause to be recorded against the Burdened Property a declaration of restrictions, running with the land in form and substance satisfactory to Circle K, containing the following use restrictions and protections for Circle K and the Circle K Property:

> No part of the Burdened Property will be used as a (i) fueling facility; (ii) car wash; (iii) mobile food truck; (iv) store, kiosk or retail facility selling items typically sold in a convenience store (including, without limitation, coffee, cigarettes, beer/wine/liquor and lottery tickets, and/or (iv) "convenience store" as commonly known in the retail trade in the state of Colorado as of the date hereof, including without limitation such stores operated by such operators of convenience stores as Circle K (or its affiliates), 7-11, ARCO ampm, or QuikTrip (collectively, the "**Convenience Store Restrictions**").

(b) Notwithstanding anything to the contrary in this Contract, Circle K will have the right to enforce any violation of the above declaration by any remedy available at law or in equity, including the right to injunctive relief without the necessity of posting a bond.

Section 6.03. Closing Deliveries. City, on the Closing Date, will deposit with Escrow Agent (for disbursement to Circle K) the Closing Cash and (for recordation, if applicable, and delivery to Circle K): a special warranty deed for the City Property in the form (and compliant with local requirements) as is substantially attached as **Exhibit "E"**, subject to those title and/or survey matters in the Circle K Title Report (the "**Deed**"), the declaration required in Section 6.02, a bill of sale for any personal property located on the City Property, an assignment of any transferable permits, licenses, warranties, and entitlements related to the City Property (if Circle K elects to do so in a separate document), the declaration of restrictions contemplated in Section 6.02 above, and the Tax Proration Agreement (as defined below), such other documents and instruments as may be required by applicable law, and all resolutions and authorizations required by Escrow Agent to insure City's authority and ability to sell the City Property. Circle K, on the Closing Date, will deliver to Escrow Agent (for disbursement to City) a special warranty deed for the Exchange Property in the form (and compliant with local requirements) as is substantially attached as **Exhibit "E"**, subject to those title and/or survey matters in the City Title Report (the "**Deed**"), a bill of sale for any personal property located on the Exchange Property, an assignment of any transferable permits, licenses, warranties, and entitlements related to the Exchange Property (if City elects to do so in a separate document), and all resolutions and authorizations required by Escrow Agent to insure Circle K's authority and ability to acquire the Property. In addition, upon Closing, Escrow Agent shall return to City the Earnest Money Promissory Noted marked "cancelled"without further instruction from either Circle K or City.

Section 6.04. Possession. City must deliver exclusive physical possession of the City Property to Circle K at Close of Escrow, subject only to those matters in the Circle K Title Report. Circle K must deliver exclusive physical possession of the Exchange Property to City at Close of Escrow, subject only to those matters in the City Title Report and the Remediation Escrow Agreement.

Section 6.05. Accuracy of Warranties. Circle K's obligation to purchase the Property is conditioned upon the truth and accuracy, in all material respects, of City's warranties and representations made under this Contract. City will indemnify, defend, and as of the Closing Date hold harmless Circle K for, from, and against any claims, expenses, liabilities, losses, liens, damages, and costs, including attorney fees in a reasonable amount, arising out of any inaccurate or untrue warranties and representations made by City. City's participation in this transaction is conditioned upon the truth and accuracy, in all material respects, of Circle K's warranties and representations made under this Contract. Circle K will indemnify, defend, and hold harmless City for, from, and against any claims, expenses, liabilities, losses, liens, damages, and costs, including attorney fees in a reasonable amount, arising out of any inaccurate or untrue warranties and representations made by Circle K. The indemnification obligations above will survive the Closing and the execution, delivery and recordation of the Deed.

Section 6.06. Title Policy. Circle K's obligation to purchase the City Property is conditioned upon Escrow Agent's issuance of (or the unconditional written commitment of Escrow Agent to issue) an ALTA Extended Owner's Policy of Title Insurance ("**CK Title Policy**") in an insured amount equal to a reasonable amount approved by the Escrow Agent effective no earlier than the actual Closing Date and insuring Circle K's fee simple title to the Property, subject only to those matters in the Circle K Report. City's obligation to purchase the Exchange Property is conditioned upon Escrow Agent's issuance of (or the unconditional written commitment of Escrow Agent to issue) an ALTA Extended Owner's Policy of Title Insurance ("**City Title Policy**") in an insured amount a reasonable amount approved by the Escrow Agent effective no earlier than the actual Closing Date and insuring City's fee simple title to the Exchange Property, subject only to those matters in the City Report.

ARTICLE VII
CLOSING PRORATIONS AND COSTS

Section 7.01. Real Estate Taxes and Assessments.

Ad valorem and similar taxes and assessments for the year in which Closing occurs relating to the City Property and the Exchange Property shall be prorated as of the Closing Date, as follows (which provisions shall survive Closing):

(1) City shall be responsible for (A) all such taxes and assessments attributable to the period prior to Closing related to the City Property and (B) all such taxes and assessments attributable to the period from and after the Closing Date related to the Exchange Property. City agrees to indemnify, defend and hold Circle K harmless from and against all liabilities, losses, claims, demands, costs, damages, judgments and expenses (including, without limitation, reasonable attorneys' fees incurred to enforce this indemnity) arising out of or in connection with City's failure to pay taxes and assessments attributable to the period prior to Closing related to the City Property.

(2) Circle K shall be responsible for (A) all such taxes and assessments attributable to the period prior to Closing related to the Exchange Property and (B) all such taxes and assessments attributable to the period from and after the Closing related to the City Property. Circle K agrees to indemnify, defend and hold City harmless from and against all liabilities, losses, claims, demands, costs, damages, judgments and expenses (including, without limitation, reasonable attorneys' fees incurred to enforce this indemnity) arising out of or in connection with Circle K's failure to pay taxes and assessments attributable to the period prior to Closing related to the Exchange Property.

(3) If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate is fixed for the year in which Closing occurs, City and Circle K agree to adjust the proration of taxes and, if necessary, to refund or pay (as the case may be) such sums as shall be necessary to effect such adjustment.

(4) Notwithstanding anything to the contrary herein, City shall be responsible for any rollback taxes and any tax assessment of the City Property due to changes in land usage or ownership. Notwithstanding anything to the contrary herein, Circle K shall be responsible for any rollback taxes and any tax assessment of the Circle K Property due to change in land usage or ownership.

Section 7.02. Title Insurance. Each party will pay for their own title insurance policy.

Section 7.03. Closing Costs. All costs and expenses of closing, including recording and escrow fees and charges, are to be allocated between City and Circle K in the manner contemplated by this Contract or, if not dealt with under this Contract, according to the custom and practice of Escrow Agent. City agrees that all closing costs and any other sums required to be paid by City will be paid in full at Closing. Each party agrees to pay its own attorney fees in connection with Closing. All prorations that are required to be made under this Contract will be made as of the 12:01 a.m. on the date of Closing on the basis of a 365-day year.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.01. Notices. Except as otherwise required by law, any notice required under this Contract must be in writing and must be given either: (i) by personal delivery; (ii) by United States certified mail, return-receipt requested, postage prepaid, and properly addressed; (iii) by any private overnight, "same day", or "next-day" delivery service, delivery charges prepaid with proof of receipt; or (iv) by email or facsimile. Notice sent in any of the manners set forth above must be addressed or sent to City, Circle K, and/or Escrow Agent at the addresses set forth on the first page of this Contract. Any party may change its address for the purposes of delivery and receipt of notices by advising all other parties in writing of the change. Notice delivered in one of the foregoing manners will be deemed to be received: (I) on the date of delivery, if personally delivered; (II) on the date that is three days after deposit in the United States mail, if given by certified mail; (III) on the business day following the day deposited with an express delivery service, if given by overnight, "same day", or "next-day" delivery service, or (IV) the date of transmittal, if given by electronic mail or facsimile machine or telecopy. No notice will be deemed effective unless sent in one of the manners described above.

Section 8.02. Broker's Commission. Each party represents and warrants to the other that it has not engaged or dealt with any other broker or any other person who would be entitled to any brokerage commission concerning this purchase of the Property. Each party agrees to indemnify and hold the other entirely free and harmless for, from, and against any loss, damage, liability, or expense (including, without limitation, attorney fees) arising from any claim by any broker or any other person for brokerage commissions because of any act or omission of such party or its representatives. Each party further agrees to defend the other at its sole cost and expense from any claims. As used in this Contract, the term "**broker**" will refer to any real estate broker, salesperson, agent, listing agent, finder, or any other person entitled to a commission, and the term "**commission**" will refer to any brokerage, advisory, or finder's fees or commissions. The brokerage indemnity ("**Brokerage Indemnity**") referred to in this Section 8.02 will survive the cancellation or termination of this Contract and the related Escrow (and will be enforceable against the indemnifying party notwithstanding anything in this Section 8.02 to the contrary) and the Close of Escrow**.**

Section 8.03. Circle K's & City's Right to Nominate and Assign. Circle K, by written notice to City and Escrow Agent, may assign its interest in this Contract, this Escrow, and the Property to a nominee or assignee. Upon any assignment, the nominee or assignee will be deemed the "**Circle K**" for all purposes and the original or previous Circle K, upon the assignment, will be relieved of all obligations under this Contract and the Escrow, except for the acts of that person or entity prior to the nomination. City, by written notice to Circle K and Escrow Agent, may assign its interest in this Contract, this Escrow, and the Property to a nominee or assignee. Upon any assignment, the nominee or assignee will be deemed the "**City**" for all purposes and the original or previous City, upon the assignment, will be relieved of all obligations under this Contract and the Escrow, except for the acts of that person or entity prior to the nomination. The foregoing notwithstanding, City shall not assign all or a portion of this Contract to any competitor of Circle K, for example, but not limitation "7-11", "ARCO ampm", "QuickTrip", "Buckeyes", "WaWa", or any other convenience store owner/operator.

Section 8.04. Risk of Loss. All risk of loss, damage, or taking of the City Property that may occur prior to Close of Escrow will be borne by City. If any loss, damage, or taking occurs prior to Close of Escrow, Circle K, at Circle K's sole option and by written notice to City and Escrow Agent, will be entitled to cancel this Contract and the related Escrow. All risk of taking related to the Exchange Property that may occur prior to the Close of Escrow will be borne by Circle K. If any taking occurs prior to the Close of Escrow, City, at City's sole option and by written notice to Circle K and Escrow Agent, will be entitled to cancel this Contract and the related Escrow. In the event of a termination by either party pursuant to this

Section 8.04, the CK Earnest Money shall be returned to Circle K and the City Earnest Money shall be returned to City.

Section 8.05. City's Default. City shall be deemed to be in default under this Contract if City: (i) breaches its representations or warranties under this Contract as set forth in Section 3.03 hereof; (ii) fails to perform any of its obligations or covenants under this Contract for any reason other than Circle K's prior default or the permitted termination of this Contract by City or Circle K as herein expressly provided, or (iii) fails or refuses to comply in a timely manner with any of its obligations under this Contract or at the Closing (each referred to as an "***Event of Default***"). If there is an Event of Default by City hereunder and City fails to cure such Event of Default within five (5) days after receipt of written notice from Circle K specifying the default, then Circle K may, as its sole and exclusive remedies either: (a) terminate this Contract by giving City timely written notice of such election prior to or at the Closing, and thereupon this Contract shall terminate, and Circle K shall be entitled to the immediate return of the Earnest Money, and all parties hereto or mentioned herein shall be relieved and released of all further obligations, claims and liabilities hereunder; or (b) waive, prior to or at the Closing, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof. No limitation herein on any remedies that Circle K may elect as the result of a failure by City to consummate the sale of the Property to Circle K pursuant to this Contract shall be applicable in any manner with respect to any cause of action that Circle K may have against City for a breach of any of City's representations or warranties in this Contract or any covenant of City in this Contract other than the covenant to convey the City Property to Circle K at Closing. The foregoing provisions shall not modify Circle K's right to recover its fees and costs in enforcing this Contract as provided in Section 8.08.

Section 8.06. Circle K's Default. Circle K shall be deemed to be in default under this Contract if Circle K: (i) breaches its representations or warranties under this Contract as set forth in Section 3.04 hereof; (ii) fails to perform any of its obligations or covenants under this Contract for any reason other than City's prior default or the permitted termination of this Contract by Circle K or City as herein expressly provided, or (iii) fails or refuses to comply in a timely manner with any of its obligations under this Contract or at the Closing (each referred to as an "***Event of Default***"). If there is an Event of Default by Circle K hereunder and Circle K fails to cure such Event of Default within five (5) days after receipt of written notice from City specifying the default, then City may, as its sole and exclusive remedies either: (a) terminate this Contract by giving Circle K timely written notice of such election prior to or at the Closing, and thereupon this Contract shall terminate, and City shall be entitled to the immediate return of the Earnest Money, and all parties hereto or mentioned herein shall be relieved and released of all further obligations, claims and liabilities hereunder; or (b) waive, prior to or at the Closing, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof. No limitation herein on any remedies that City may elect as the result of a failure by Circle K to consummate the sale of the Property to City pursuant to this Contract shall be applicable in any manner with respect to any cause of action that City may have against Circle K for a breach of any of Circle K's representations or warranties in this Contract or any covenant of Circle K in this Contract other than the covenant to convey the Exchange Property to City at Closing. The foregoing provisions shall not modify City's right to recover its fees and costs in enforcing this Contract as provided in Section 8.08.

The parties acknowledge that it is impossible to more precisely estimate the specific damage that would be suffered by a party due to the other party defaulting hereunder or breaching this Contract, and the parties expressly acknowledge and intend that the forfeiture of such party's portion of the Earnest Money is an agreed and negotiated provision for liquidated damaged and not a penalty.

Section 8.07. Waiver of Consequential Damages. Each party hereby waives the right to seek and to recover any incidental, consequential, exemplary, extraordinary or punitive damages as a result of the breach by the other party of any of the provisions hereof.

Section 8.08. Attorney Fees. If there is any litigation or arbitration between City and Circle K to enforce or interpret any provisions or rights of this Contract, the unsuccessful party in the litigation or arbitration, as determined by the court or arbitrator, agrees to pay the successful party, as determined by the court or arbitrator, all costs, legal fees, and expenses (through trial and appeal), including, but not limited to, attorney fees incurred by the successful party in a reasonable amount.

Section 8.09. Waiver of Conditions. Except as otherwise provided in this Contract regarding any deemed waivers for a failure to promptly act or elect, Circle K's contingencies or conditions precedent may be waived only by Circle K, and any waiver by Circle K may be done only in a writing signed by Circle K.

Section 8.10. Governing Law. This Contract will be governed by and construed and enforced in accordance with the laws of the state which the Property is located. Any action brought to interpret, enforce, or construe any provision of this Contract must be maintained in a court of competent jurisdiction for the county in which the Property is located (the "**County**") or in the United States federal judicial district for the County. All parties irrevocably consent to this jurisdiction and venue and agree not to transfer or remove any action commenced in accordance with this Contract.

Section 8.11. Construction. The terms and provisions of this Contract represent the results of negotiations between City and Circle K, neither of which have acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Contract should be interpreted and construed in accordance with their usual and customary meanings, and City and Circle K each waive the application of any rule of law that states that ambiguous or conflicting terms or provisions are to be interpreted or construed against the party whose attorney prepared the Contract or any earlier draft of the Contract.

Section 8.12. Interpretation. The terms of this Contract supersede all prior and contemporaneous oral or written agreements and understandings of Circle K and City, all of which will be deemed to be merged into this Contract. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Contract and the terms and provisions of any document, instrument, letter, or other agreement executed in connection with or in furtherance of this Contract, the term, provision, document, instrument, letter, or other agreement will be consistently interpreted in a manner as to give effect to the general purposes and intention as expressed in this Contract.

Section 8.13. Counterparts. This Contract and any amendments may be executed in any number of original or facsimile counterparts, each of which will be effective on delivery and all of which together will constitute one binding agreement of the parties. Any signature page of the Contract may be detached from any executed counterpart of the Contract without impairing the legal effect of any signatures and may be attached to another counterpart of the Contract that is identical in form to the document signed (but that has attached to it one or more additional signature pages).

Section 8.14. Severability. If any one or more of the provisions of this Contract or the applicability in any provision to a specific situation is held to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of the provisions will not be affected by any such invalidity or unenforceability.

Section 8.15. Miscellaneous Definitions and Standards. The term "**sole discretion**" means that the act or decision of the party may be made in the party's independent and individual choice of judgment, without regard to any objective or other standard of consideration. Except for those acts or decisions that may be made in a party's "sole discretion", all acts or decisions of any party to this Contract must be exercised with reasonable discretion. The term "**will**" denotes a mandatory obligation, and the term "**may**"

is a permissive word denoting an option. All references in this Contract to the "**Escrow Agent**" will be deemed to include the applicable title insurance underwriter for the Title Policy.

Section 8.16. Time is of the Essence. Time is of the essence in the performance of all obligations under this Contract. In calculating any time period under the Contract which commences upon the receipt of any notice, request, demand, or document, or upon the happening of any event, the date upon which the notice, request, demand, or document is received or the date the event occurs (or is deemed to have occurred) is not included within the applicable time period, but the applicable time period will commence on the day immediately following. If the time for performance of any obligation or for taking any action under the Contract expires on a Saturday, Sunday, or Standard Federal Reserve Bank Holiday, the time for performance or for taking action will be extended to the next succeeding day which is not a Saturday, Sunday, or Standard Federal Reserve Bank Holiday and during which Escrow Agent is open for business.

Section 8.17. IRS Real Estate Sales Property. Escrow Agent is designated as the "**Reporting Person**" within the meaning of Treasury Regulation Section 1.6045-4(e)(5) with respect to the closing of the transactions contemplated by the Contract. Escrow Agent acknowledges that it is an eligible person for reporting this transaction under Treasury Regulation Section 1.6045-4(e)(5)(ii) and agrees: (i) to comply on a timely basis with all reporting and filing requirements of Internal Revenue Code Section 6045(e); and (ii) to utilize the information in this Contract, as amended, for the purposes of supplying any required information to the Internal Revenue Service, for example, the identity of the transferee and transferor, and the description of the Land. Circle K and City agree to cooperate with Escrow Agent's requests related to any required reporting or filing under Internal Revenue Code Section 6045(e), and Escrow Agent is authorized to disclose any information contained in the Contract to the Internal Revenue Service for the purposes of complying with Escrow Agent's obligations under this paragraph. Escrow Agent agrees to be liable for all penalties and liabilities imposed by the Internal Revenue Service as a result of Escrow Agent's failure to comply with its obligations under this paragraph.

Section 8.18. Tax-Deferred Exchange. City and Circle K agree to cooperate in a commercially reasonable manner with each other and any designated exchange intermediary or exchange accommodation titleholder by executing such documents or taking such action as such party requests in order to effectuate a tax deferred exchange of the Property under Section 1031 of the Internal Revenue Code. This obligation to cooperate does not include requiring the other party to take title to any other property to complete the exchange, to issue any legal opinions, to increase the potential liability of the non-exchange party, or to expend legal fees to review exchange documents.

Section 8.19. Modifications. This Contract cannot be changed orally, and no amendment shall be effective to waive, change, modify or discharge this Contract unless such amendment is in writing and is signed by both parties hereto.

Section 8.20. No Third Party Beneficiary. The provisions of this Contract and of the documents to be executed and delivered at Closing are and will be for the benefit of City and Circle K only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Contract or of the documents to be executed and delivered at Closing.

Section 8.21. Captions. The section headings appearing in this Contract are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

Section 8.22. No Recordation. Neither this Contract nor any memorandum of the terms hereof shall be recorded or otherwise placed of public record and any breach of this covenant shall, unless the party

not placing the same of record is otherwise in default hereunder, entitle the party not placing same of record to pursue its rights and remedies under **Article VIII.**

Section 8.23. Confidentiality. Except as required by law, the Colorado Open Records Act, or Court Order, City and Circle K agree to keep the terms of this Contract confidential and not make any public announcements or disclosures with respect to the subject matter hereof without the prior written consent of the other party; provided, however, City and Circle K shall be permitted to make any disclosure required by law and to its employees, attorneys, accountants or its agents, to the extent reasonably necessary for such employees, attorneys, accountants, or agents to properly analyze and evaluate the proposed transaction and for such employees, attorneys, accountants and agents to advise Circle K. Furthermore, notwithstanding anything contained herein in this Contract, City and Circle K may share certain provisions contained in this Contract with the Acquisition Contract Seller.

Section 8.24. Force Majeure. If either party hereto is delayed in the completion of its obligations hereunder by the act, delay in providing approval, or default of the other party through no fault of the delayed party, or by acts of God (which shall be deemed to include weather delays caused by rainfall, snow or other factors in excess of such weather for the season in which such performance is to occur that actually cause a delay in performance), strikes, lockouts, unavoidable casualties, war, acts of terrorism, civil commotion, fire or other casualty, theft of materials, unseasonable shortages of materials or supplies, pandemic or epidemic (whether or not declared), declared disaster, one or more governmental orders, or any other cause whatsoever beyond the commercially reasonable control of the delayed party (other than the payment of monies) then the time herein fixed for completion of such obligations shall be extended by the number of days that the delayed party has thus been delayed. The foregoing shall also apply to Circle K's Investigations and the Entitlement Approvals.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

CITY:	**CIRCLE K:**
_____, a(n) _____	CIRCLE K STORES INC., a Texas corporation
By: _____ Name: _____ Title: _____	By: _____ Name: _____ Title: _____

ESCROW AGENT'S ACCEPTANCE

Escrow Agent hereby: (i) acknowledges receipt of the Contract executed by Circle K and City, (ii) agrees to be bound by the provisions and perform the obligations hereof applicable to Escrow Agent, (iii) deliver to Circle K and City simultaneous to the Effective Date the insured closing protection letter of the title insurance underwriter, and (iv) declares that the Effective Date is_____, 2024 (the "**Effective Date**").

Chicago Title of Texas, LLC

By:_____
Name:_____
Title:_____

EXHIBIT "A"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

City Property – Lots 12 and 13, and all vacated alley lying East of and adjacent to said Lots 12 and 13, Block 54, in the Town of Bessemer, now a part of the City of Pueblo, according to the Amended Plat of said Town, filed for record August 13, 1887, County of Pueblo, State of Colorado

EXHIBIT "B"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

ACQUISITION PROPERTY – LOTS 1 TO 11, INCLUSIVE AND LOTS 14 TO 26, INCLUSIVE, BLOCK 54, TOWN OF BESSEMER, AN ADDITION TO THE CITY OF PUEBLO, TOGETHER WITH ALL THE VACATED ALLEY IN SAID BLOCK 54 LYING BETWEEN AND ADJOINING LOTS 1 TO 11, INCLUSIVE AND LOTS 16 TO 26 INCLUSIVE.

EXHIBIT "C"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

Circle K Property – Lots 9 to 13, inclusive, Lots 14 to 18, inclusive and all vacated alley lying adjacent to said Lots 9 to 13 and Lots 14 to 18, Block 54, in the Town of Bessemer, now a part of the City of Pueblo, according to the Amended Plat of said Town, filed for record August 13, 1887, County of Pueblo, State of Colorado

Exchange Property – Lots 1 to 8, inclusive and Lots 19 to 26, inclusive, and all vacated alley lying adjacent to said Lots 1 to 8, inclusive and Lots 19 to 26 inclusive, Block 54 , in the Town of Bessemer, now a part of the City of Pueblo, according to the Amended Plat of said Town, filed for record August 13, 1887, County of Pueblo, State of Colorado

EXHIBIT "D"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

(Additional Escrow Instructions)

"**Contract**" means the Purchase Agreement and Escrow Instructions to which these Additional Escrow Instructions are attached. "**COE**" means the Close of Escrow, as defined in the Contract. "**NA**" means not applicable. All taxes and assessments must be prorated based on the latest available information and a 365-day year. Unless otherwise indicated above or in the Contract, the COE will be used as the proration date for all prorations.

Circle K, City, and Escrow Agent further agree that:

1. Circle K and City: (i) will deposit with Escrow Agent the necessary documents to complete the sale as established by the terms of the Contract; (ii) authorize Escrow Agent to deliver or record all documents at the time designated by the Contract; and (iii) authorize Escrow Agent to pay, from funds held by it under the Contract, all charges and obligations necessary to consummate this transaction.

2. Circle K and City will indemnify and hold harmless Escrow Agent from all costs, damages, attorney fees, expenses, and liabilities that Escrow Agent may incur or sustain in connection with the Contract, including any interpleader action brought by Escrow Agent, except for those matters arising out of the negligent acts or omissions of Escrow Agent.

3. When the Contract has been complied with by all parties, Escrow Agent will deliver, by recording in the appropriate public office, all necessary documents, disburse all funds, and issue the title insurance policies described in the Contract.

4. If any conflicting demands are made upon Escrow Agent concerning the Contract, Circle K and City agree that Escrow Agent may hold any money and documents deposited under this Contract until Escrow Agent receives mutual instructions from Circle K and City or until a civil action has been finally concluded in a court of competent jurisdiction determining the rights of Circle K and City. In the alternative and at its discretion, Escrow Agent may commence a civil action to interplead any conflicting demands in a court of competent jurisdiction. Escrow Agent's deposit with the court of all documents and funds concerning this Escrow will relieve Escrow Agent of all further liability and responsibility under the Contract, except for those matters arising out of the negligent acts or omissions of Escrow Agent.

5. If required by local law, Circle K and City instruct Escrow Agent to execute, on behalf of the City and Circle K, the affidavit of value, using the total consideration for the established value, unless instructed by City and Circle K to the contrary.

6. All title insurance policies will be issued by an underwriter approved by Circle K and City.

7. All disbursement of funds by Escrow Agent will be made by wire transfer of funds or Escrow Agent's check, as directed by Circle K or City as applicable.

EXHIBIT "E"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

WHEN RECORDED RETURN TO:

_____
_____
_____
_____

SPECIAL WARRANTY DEED

For valuable consideration, the receipt and sufficiency of which are acknowledged, _____, a(n) _____ ("**Grantor**"), conveys to CIRCLE K STORES INC., a Texas corporation ("**Grantee**"), the following real property situated in _____ County, _____, together with all appurtenant interests, benefits, rights, and privileges (collectively, the "**Property**"):

SEE **Exhibit "A"** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

Subject only to those matters shown on **Exhibit "B"** attached hereto and incorporated herein (the "***Permitted Exceptions***").

TO HAVE AND TO HOLD the same in fee simple forever.

GRANTOR hereby covenants that it is lawfully seized of the Property in fee simple; and that Grantor binds itself and its successors to warrant and forever defend the title against the acts of or by and through the Grantor and no other, subject only to the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

DATED as of _____, 20___.

"**GRANTOR**"

_____[EXHIBIT ONLY]_____,
a(n) _____,

By: [EXHIBIT ONLY]_____
Name:_____
Title:_____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, _____ of _____, a(n) _____, on behalf of said company.

_____
Notary Public

My Commission expires:_____

EXHIBIT "A"
TO
SPECIAL WARRANTY DEED

(Legal Description)

EXHIBIT "B"
TO
SPECIAL WARRANTY DEED

(Permitted Exceptions)

SCHEDULE 1.07

[*Attached*]

EARNEST MONEY
PROMISSORY NOTE

U.S. $25,000

Pueblo, Colorado
[Date]

WHEREAS, THE City of Pueblo, a Colorado municipal corporation (the "City") has entered into a Purchase Agreement and Escrow Instructions with Circle K Stores, Inc., a Texas corporation ("Circle K") contemporaneously herewith regarding the real property located at 819 West Northern Avenue ("City Property") and 1228 East Orman Avenue ("Acquisition Property"); and

WHEREAS, this Promissory Note is meant to secure the City's performance of the Purchase Agreement and Escrow Instructions; and

WHEREAS, Circle K intends to convey to City the Exchange Property referenced in Purchase Agreement in exchange for City's payment of Purchase Price and conveyance of City Property to Circle K through escrow on the closing date, unless such closing deadline is modified by written agreement of the City and Circle K.

NOW THEREFORE,

FOR VALUE RECEIVED, the City of Pueblo, a Colorado municipal corporation (the "City") hereby agrees, covenants, and promises to pay Circle K the principal sum of Twenty-Five Thousand and no/100 Dollars ($25,000) together with zero percent (0%) interest per annum on or before closing pursuant to the terms and conditions of the Purchase Agreement and Escrow Instructions.

In the event it becomes necessary to enforce payment of the Promissory Note through collection or legal action, the prevailing party is entitled to recover all legal fees and costs of collection or legal action, including reasonable attorney fees. This Note is made in and shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive venue for any litigation shall be with the District Court of Pueblo County, Colorado. To the fullest extent permitted by applicable law, City does hereby waive and disclaim any rights it may have to assert governmental immunity as it relates to any proceeding brought by Circle K to enforce the terms of this Promissory Note, to include, without limitation, the enforcement of payment hereof.

ATTEST:

CITY OF PUEBLO, a Colorado municipal corporation

_____

_____
Heather Graham, Mayor

Title: _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 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 APPROVING A 1ST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO ("CITY"), A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION ("FHWA"), FROM THE RAISE GRANT PROGRAM, AWARD NUMBER 693JJ32440495, RELATING TO THE WEST SIDE CONNECTOR PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a 1st Amendment of an Intergovernmental Agreement (“IGA”) between Pueblo, a Colorado Municipal Corporation (“City”) and the Federal Highway Administration (“FHWA”) relating to the RAISE grant for the West Side Connector Project.

PREVIOUS COUNCIL ACTION:

Ordinance 10787 dated September 9, 2024, established Project DT2401, which approved an IGA between the City and FHWA, budgeted and appropriated funds in the amount of $16,834,725.00 for the West Side Connector Project.

Resolution approved on January 27, 2025, awarded a contract to Pinyon Environmental, Inc. for Project No. 24-136 Provide NEPA for West Side Improvements.

Resolution 15901, approved on February 10, 2025, awarded an Agreement for Professional Engineering Services to Bolton & Menk Inc to render design services for the West Side Improvements.

BACKGROUND:

The City was awarded a RAISE Grant which funds several project components that will improve transportation connectivity between the west side of the City and downtown. In

the first component, Sun Mountain Boulevard (formerly Spaulding Ave) will be extended from 24th Street to 31st Street. The second component will rehabilitate seventy (70) west side bus stops to comply with ADA standards. The third component consists of planning and design for a 24th Street bridge and traffic corridor to connect the west side area to downtown.

This Ordinance approves the 1st Amendment to the Intergovernmental Agreement, originally effective on September 11, 2024, between the City and FHWA. This Amendment amend the milestone dates in the project schedule for the planned NEPA completion date for the bus stops of the base phase from March 1, 2025 to December 31, 2025; the planned NEPA completion date for the Sun Mountain Boulevard of the base phase from March 1, 2025 to February 28, 2026; and the planned right-of-way certification date for the bus stops of option phase 1 from January 1, 2026 to May 31, 2026.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives to completing the project within the current IGA milestone dates.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Draft Amendment 1 IGA

ORDINANCE NO.

AN ORDINANCE APPROVING A 1ST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO ("CITY"), A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION ("FHWA"), FROM THE RAISE GRANT PROGRAM, AWARD NUMBER 693JJ32440495, RELATING TO THE WEST SIDE CONNECTOR PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The 1st Amendment to the Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation, and the Federal Highway Administration (FHWA), Award Number: 693JJ32440495, West Side Connector Project, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the IGA 1st Amendment in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 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

1. Award No.

693JJ32440495

Amendment No. 1

2. Effective Date
See No. 17 Below

3. Assistance Listings No.
20.933

4. Award To
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Unique Entity Id.: NJK3BNUDRHJ7
TIN No.: 84-6000615

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590

6. Period of Performance
Effective Date of Award – 12/31/2028

7. Total Amount

Federal Share:	$16,834,725
Recipient Share:	$0
Total:	$16,834,725

8. Type of Agreement
Grant

9. Authority
49 U.S.C. 6702; Infrastructure Investment and Jobs Act (Pub. L. No. 117-58, div. J, Nov. 15, 2021); Consolidated Appropriations Act, 2022 (Pub. L. 117-103, Mar. 15, 2022)

10. Procurement Request No.
HOFM 240076PR

11. Federal Funds Obligated
Base Phase: $5,000,000
Subject to the availability of funds (SAF):
Option Phase 1: $115,000
Option Phase 2: $2,525,600
Option Phase 3: $9,194,125
Total Potential Value: $16,834,725

12. Submit Payment Requests To
See Article 13 of the General Terms and Conditions.

13. Payment Office
See Article 13 of the General Terms and Conditions.

14. Accounting and Appropriations Data
15X0C75E50.2023.070RA05500.7001000000.41050.61006600

15. Description of Project
West Side Connector

RECIPIENT
16. Signature of Person Authorized to Sign

_____
Signature Date
Name: Heather Graham
Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION
17. Signature of Agreement Officer

_____
Signature Date
Name: David J. Villalobos
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 RAISE GRANT PROGRAM

This agreement is between the United States Department of Transportation (the "**USDOT**") and the City of Pueblo (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the West Side Connector Project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient's assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: FHWA Projects," dated April 23, 2025, which is available at https://www.transportation.gov/BUILDgrants/grant-agreements. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions.

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

SCHEDULE A
ADMINISTRATIVE INFORMATION

1. Application.

Application Title: Pueblo Westside Connector

Application Date: 04/14/2022

2. Recipient's Unique Entity Identifier.

See section 23.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Kelly Grisham
Public Works Project Coordinator
City of Pueblo
211 East D Street Pueblo, CO 81003
(719) 553-2254
kgrisham@pueblo.us

4. 4. Recipient Key Personnel.

None

5. USDOT Project Contact(s).

David J. Villalobos
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-40, Mail Stop E65-312
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-7430
david.villalobos@dot.gov

and

Travis Wheeler
Agreement Specialist (AS)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-41, Mail Stop E65-119
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-8887

travis.wheeler@dot.gov

Division Administrator
Agreement Officer Representative (AOR)
FHWA Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3000
Colorado.FHWA@fhwa.dot.gov

and

Ajin Hu
Grants Program Manager
FHWA Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3071
ajin.hu@dot.gov

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

8. Federal Award Identification Number.

See section 23.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: None

SCHEDULE B
PROJECT ACTIVITIES

1. General Project Description.

This project has three distinct components related to reconnecting the West Side of the City of Pueblo to downtown. In the first component, Spaulding/Sun Mountain Blvd. will be extended from 24th Street to 31st Street and two roundabouts will be constructed on where Spaulding intersects 27th Street and 31st Street. The second component will rehabilitate 70 West Side bus stops to comply with ADA standards. The third component, which will be funded as a planning project component, consists of planning and design for a 24th Street bridge and Downtown Corridor.

2. Statement of Work.

Preliminary Engineering

Base Phase:

- Environmental studies and NEPA document preparation
- Engineering design
- Universal Design
- Final design and construction documents

Design includes the Sun Mountain Boulevard extension and West Side bus stops for ADA compliance for later construction under the grant.

This activity also includes the planning for the 24th Street bridge and Downtown Corridor. This entails public engagement, a feasibility study, design, right-of-way needs assessment, and other pre-construction activities but will not result in construction under the grant.

Right of Way Acquisition

Option Phase 1: Easement acquisitions for the West Side Bus Stop Rehabilitation is anticipated to be required.

Construction

Option Phase 2: West Side Bus Stop Rehabilitations – implementation of universal design to reconstruct seventy (70) bus stop locations. Work includes:

- Construction inspection,
- Landing pad installation,
- Shelter erection and seating installation,
- Sidewalk extensions and ADA compliant ramps,
- Solar Lighting,
- Wayfinding Signage, and

- Landscaping.

Option Phase 3: Sun Mountain Boulevard Extension – roadway construction extension from 24th Street to 31st Street and includes two roundabouts where Sun Mountain Boulevard intersects with 27th Street and 31st Street. Work includes:

- Construction Inspection,
- Construction of approximately 0.7 miles of new roadway,
- Installation of roundabouts at new intersections,
- Installation of ADA compliance non-vehicular infrastructure with ties to existing conditions at new intersections,
- Utilities extensions,
- Lighting,
- Pavement markings and signage, and
- Landscaping.

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: 12/31/2028

Period of Performance End Date: See section 4.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned NEPA Completion Date (West Side Bus Stops of Base Phase):	12/31/2025
Planned NEPA Completion Date (Sun Mountain Boulevard of Base Phase):	2/28/2026
Planned Right-of-Way Certification Date (West Side Bus Stops of Option Phase 1):	5/31/2026
Planned Project Completion Date (24th Street bridge and Downtown Corridor of Base Phase):	6/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (Sun Mountain Boulevard of Option Phase 3):	6/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (West Side Bus Stops of Option Phase 2):	09/31/2027

3. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

RAISE Grant Amount: $16,834,725

2. Federal Obligation Information.

Federal Obligation Type: Multiple

Obligations Allocation and Condition Table		
Portion of the Project	**Allocation from RAISE Grant**	**Obligation Condition**
Base Phase: Preliminary Engineering	$5,000,000	
Option Phase 1: Right of Way Acquisition	$115,000	If the FHWA Colorado Division Office confirms the Recipient has met all the applicable Federal, State, and local requirements.
Option Phase 2: West Side Bus Stop Rehabilitations	$2,525,600	If the FHWA Colorado Division Office approves the PS&E for the Project and the Recipient has met all the applicable Federal, State, and local requirements.
Option Phase 3: Sun Mountain Boulevard Extension	$9,194,125	If the FHWA Colorado Division Office approves the PS&E for the Project and the Recipient has met all the applicable Federal, State, and local requirements.

3. Approved Project Budget.

Eligible Project Costs

	Base Phase: Preliminary Engineering	Option Phase 1: Right-of-Way	Option Phase 2: Construction- West Side Bus Stop Rehabilitations	Option Phase 3: Construction- Sun Mountain Boulevard Extension	Total
RAISE Funds:	$5,000,000.00	$115,000.00	$2,525,600.00	$9,194,125.00	$16,834,725
Other Federal Funds:	$0	$0	$0	$0	$0
Non-Federal Funds:	$0	$0	$0	$0	$0
Total:	$5,000,000.00	$115,000.00	$2,525,600.00	$9,194,125.00	$16,834,725

4. Cost Classification Table

Cost Classification	Total Costs	Non-RAISE Previously Incurred Costs	Eligible Costs
Land, structures, rights-of-way, appraisals, etc.	$115,000.00	$0	**$115,000.00**
Architectural and engineering fees	$4,546,500.00	$0	**$4,546,500.00**
Construction	$10,654,295.45	$0	**$10,654,295.45**
Contingency	$1,518,929.55	$0	**$1,518,929.55**
Project Total	**$16,834,725.00**	**$0.00**	**$16,834,725.00**

5. Approved Pre-award Costs.

None. The USDOT has not approved under this award any pre-award costs under 2 C.F.R. 200.458.

SCHEDULE E
CHANGES FROM AGREEMENT

Scope: No changes.

Schedule: Changes in milestone dates from the agreement are based on the current project schedule. Changes to the schedule are due to numerous reasons, including:

- The environmental scoping meeting held on June 24, 2024, indicated that the class of NEPA action for Sun Mountain Boulevard would be a "Simple Categorical Exclusion". However, since that time the class of action has been redefined to be an "Environmental Assessment." Additional time is required to accommodate the higher level of action, which includes more reviews, public notice, public comment, development of a decision document, etc.
- Survey and final siting for the West Side Bus Stops has taken longer than expected. Further, it is expected that a higher level of review for historic resources will be required due to the number of locations and historic properties/districts, to navigate the Section 106 process.
- Coordination with the developer that is associated with lands adjacent to the Sun Mountain Boulevard project area has been time consuming. The project requires traffic data to conduct noise analysis for this project; the project team has had difficulty securing and validating the traffic data that would be provided by others.
- The initial IGA process with FHWA, as well as the release of the initial RFP, took longer than originally anticipated. As this was the City's first time serving as a direct recipient grantee, our internal review process required additional time.

Milestone	**Agreement Date**	**Amendment No. 1 Date**
Planned NEPA Completion Date (West Side Bus Stops of Base Phase)	03/01/2025	12/31/2025
Planned NEPA Completion Date (Sun Mountain Boulevard of Base Phase)	03/01/2025	2/28/2026
Planned Right-of-Way Certification Date (West Side Bus Stops of Option Phase 1)	01/01/2026	5/31/2026
Planned Project Completion Date	06/30/2027	06/30/2027

(24th Street bridge and Downtown Corridor of Base Phase)		
Planned Construction Substantial Completion and Open to Traffic Date (Sun Mountain Boulevard of Option Phase 3)	06/30/2027	06/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (West Side Bus Stops of Option Phase 2)	09/15/2027	09/15/2027

CHANGES FROM APPLICATION

Scope: No changes.

Schedule: Changes in milestone dates from the application are based on the outcome of discussions between the Recipient and FHWA to determine the best procurement strategies given the various phases of work to be undertaken under this Award. The application also assumed that the IGA would be executed by the end of 2023.

Milestone	Application Date	Schedule C Date
Planned NEPA Completion Date (West Side Bus Stops of Base Phase)	N/A - not provided in the application.	12/31/2025
Planned NEPA Completion Date (Sun Mountain Boulevard of Base Phase)	12/01/2024	2/28/2026
Planned Right-of-Way Certification Date (West Side Bus Stops of Option Phase 1)	N/A – easement needs determined after application submittal.	5/31/2026
Planned Project Completion Date (24th Street bridge and Downtown Corridor of Base Phase)	09/30/2026	06/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (Sun Mountain Boulevard of Option Phase 3)	09/30/2026	06/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (West Side Bus Stops of Option Phase 2)	09/30/2026	09/15/2027

Budget: There are no changes from the application total budget to the agreement total budget. However, the agreement budget was adjusted between phases to better reflect current market cost expectations and the inflationary cost impact on material goods and supplies.

OTHER: NONE.SCHEDULE F
RAISE PROGRAM DESIGNATIONS

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Capital and Planning

3. Historically Disadvantaged Community or Area of Persistent Poverty Designation.

HDC or APP Designation: Yes

4. Funding Act.

Funding Act: FY2022

SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Pueblo West Side

Baseline Measurement Date: January 31, 2026

Baseline Report Date: March 31, 2026

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Rider Characteristics	Quality of Life A mail-back passenger survey distributed to each boarding streetcar passenger on a typical weekday while schools are in session. The specific survey methodology, sample expansion plan and data items require FTA approval prior to implementation, with data items for each surveyed transit rider to include origin-to-destination travel paths, travel purposes, modes of access to (and egress from) transit and socioeconomic characteristics.	Annual
Value of Housing or Land	Economic Competitiveness Quality of Life From Census data of administrative records, the median assessed value of developed and/or undeveloped parcels in the project impact area, as determined by the grantee with FTA concurrence.	Annual

SCHEDULE H
LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
X	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*

	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The project includes a variety of planning, design, and construction activities that will be undertaken by professionals and tradespeople. The work will create good-paying jobs, with the free and fair choice to join a union which advocates for strong labor standards for its members.

The City will require selected contractors to participate in relevant workforce development and labor-management partnership training opportunities using resources available through the U.S. Small Business Administration, U.S. Department of Labor, the Colorado Workforce Development Center, and other entities.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Lisa Macchietto, Assistant City Attorney

SUBJECT: AN ORDINANCE ELECTING TO CERTIFY ABATEMENT ASSESSMENT ROLL NO. 2025-1 TO THE COUNTY TREASURER AND TO HAVE THE COUNTY TREASURER COLLECT IN THE SAME MANNER AS OTHER TAXES

SUMMARY:

Attached is an Ordinance by which City Council is electing to certify to the County Treasurer certain abatement liens that have remained unpaid for more than six months. All abatement liens certified to the County Treasurer will be collected in the same manner as other taxes.

PREVIOUS COUNCIL ACTION:

On September 14, 2015, City Council approved Ordinance No. 8917, which provides for the assessment of abatement costs. Since that time, Council has routinely every August by resolution directed the appointment of a hearing officer and set a hearing date. In addition, Council every year approves the final abatement assessment roll via ordinance. On July 22, 2019, Council approved Ordinance No. 9502 which amended the notice of hearing and protest deadlines by expanding each by five days to create more time between the protest filing deadline and hearing date. On August 11, 2025, City Council approved Resolution No. 16082 which set the hearing on protests for September 12, 2025, at 9:00 A.M. and directed the Mayor to appoint a hearings officer.

BACKGROUND:

On or about July 2015, City Council became aware that the City had over $600,000 in unpaid weed and trash abatement liens. In the past, the City did not generally recover the amount owed for a weed or trash lien unless and until the property affected was sold or transferred. The majority of the outstanding liens are for relatively small amounts and therefore, it is not cost effective to collect the amounts owed through civil litigation or foreclosure.

All of the outstanding liens resulted from costs actually incurred and paid by the City to remove weeds and trash from the properties subject to the liens. All of the liens that the City seeks to certify to the County Treasurer by this Ordinance have been outstanding for more than six months. Most of the liens have been pending since late 2023 and throughout 2024.

Pursuant to Colorado Revised Statute §31-20-105, any municipality, in addition to the means provided by law, if by ordinance it so elects, may cause any or all delinquent charges, assessments, or taxes made or levied to be certified to the treasurer of the county and be collected and paid over by the treasurer of the county in the same manner as taxes are authorized to be collected. Certifying the weed and trash abatement lien assessments to the County Treasurer is a more efficient method to collect the amounts owed.

FINANCIAL IMPLICATIONS:

The cost of the weed and trash abatement has already been incurred by the City. Certification of the abatement lien assessments to the County Treasurer is anticipated to increase the amount collected by the City for the liens.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Council may choose to deny the Ordinance in which case the City will continue to collect the liens by other means.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Report of Abatement Lien Assessments dated 10-2-2025
2. Hearing Officer's Ruling on Protests dated September 15, 2025

ORDINANCE NO.

AN ORDINANCE ELECTING TO CERTIFY ABATEMENT ASSESSMENT ROLL NO. 2025-1 TO THE COUNTY TREASURER AND TO HAVE THE COUNTY TREASURER COLLECT IN THE SAME MANNER AS OTHER TAXES

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

SECTION 1.

The City Council of Pueblo, a municipal corporation, pursuant to the provisions of Section 31-20-105 of the Colorado Revised Statutes and Chapter 8 of Title VII of the Pueblo Municipal Code, hereby acknowledges receipt of the Report of Abatement Lien Assessments dated October 2, 2025, attached hereto.

SECTION 2.

A hearing was scheduled at 9:00 A.M. on September 12, 2025, in the City Council Chambers at which time any protests or objections to the lien assessments were heard. Any person interested in or affected by a proposed charge and who filed a written protest with the City Clerk on or before 5:00 P.M. on September 5, 2025, had the ability to present testimony and evidence at the hearing.

SECTION 3.

The City Clerk's Office received fourteen (14) protests before the September 5, 2025, at 5:00 P.M. deadline. Eight of the fourteen protestors appeared for the protest hearing on September 12, 2025 at 9:00 A.M. The hearing officer filed a written report regarding the hearing on September 15, 2025, and the same is attached hereto.

SECTION 4.

The Code Compliance Unit Supervisor is directed to thereafter prepare an Assessment Roll, showing in suitable columns for each piece of land assessed: the property Parcel number, assessed owner, complete mailing address and/or post office box number of the assessed owner, complete and accurate legal description, and the amount to be collected, and deliver the same to the Director of Finance. The Director of Finance is directed to thereafter certify and deliver the Assessment Roll, together with a copy of this Ordinance certified by the City Clerk under seal of Pueblo, a Municipal Corporation, to the County Treasurer, therein showing all payments made thereon, with the date of each payment, together with her warrant for the collection of same. The County Treasurer is requested to receive the same, and such Assessment Roll shall be numbered as follows:

ASSESSMENT ROLL NO. 2025-1

SECTION 5.

The County Treasurer is requested to receive payment of all assessments and interest appearing upon said Assessment Roll. In case of default in payment of any assessment when due, the County Treasurer is requested to advertise and sell any of the property concerning which such default is suffered, for the payment of the whole of the unpaid assessments thereon. Said advertisements and sale shall be made at the same time, in the same manner, under all the said conditions and penalties, with the same effect as are provided by general law for sales of real estate in default of payment of taxes.

SECTION 6.

Any person may pay the City for any assessment hereby certified on the Report of Abatement Lien Assessments dated October 2, 2025, with accrued interest and applicable filing fees, up to the date the Report is certified to the County Treasurer. The Report of Abatement Lien Assessments dated October 2, 2025, may be certified to the County Treasurer any time after October 28, 2025. Any such payments shall be made at the City of Pueblo Finance Department. All monies received for the payment of assessments shall be deposited into the General Fund.

SECTION 7.

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

SECTION 8.

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

Action by City Council:

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

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

DRAFT City Weed Lien List dated 10-2-2025

Parcel #	Name and Mailing Address	Location	Legal Description	Amount
419121005	Dade and Hailey Ann Cooper 22450 Oakley Road New Caney, Texas 77357-8259	1733 Jerry Murphy Road Pueblo, Colorado 81001	SLY 24.6 FT OF LOT 15 + NLY 37.9 FT OF 16 BLK 131 BELMONT 12TH	$411.56
419127025	Linda J. Sloan 35 Caledonia Road Pueblo, Colorado 81001	35 Caledonia Road Pueblo, Colorado 81001	LOT 22 BLK 202 BELMONT 16TH	$585.72
419422019	Gary L. Yesberger 1101 Constitution Road Pueblo, Colorado 81001	1101 Constitution Road Pueblo, Colorado 81001	LOT 23 BLK 9 BELMONT 3RD	$952.28
428405038	Gina Romero 2705 Bockman Avenue Pueblo, Colorado 81004	2813 E. 12th Street Pueblo, Colorado 81001	E 39 FT OF THE W 74 FT OF THE N 89 FT OF LOT 9 ALSO THE E 4 FT OF THE N 89 FT OF LOT 3 + THE W 35 FT OF THE N 89 FT LOT 9 BLK 3 ATWATER SUB. FORMERLY 04-284-05-036 + 037	$439.42
428406003	Phillip and Beverly Guillen 1902 Hollywood Drive Pueblo, Colorado 81005	2805 E. 11th Street Pueblo, Colorado 81001	LOT 3 + N 23 FT OF 18 VIGIL SUB VAC POR OF VIGIL ST	$1,055.74
429125014	Della M. Manchego 2009 E. 15th Street Pueblo, Colorado 81001	2009 E. 15th Street Pueblo, Colorado 81001	LOTS 27 + 28 BLK 136 EAST PUEBLO HEIGHTS SUB 2ND	$1,146.70
429131009	John Moran 48 N. Electronic Drive Pueblo West, Colorado 81007	2002 E. 15th Street Pueblo, Colorado 81001	LOTS 1 + 2 BLK 146 EAST PUEBLO HEIGHTS SUB 2ND	$477.00
429219012	CAP Development, LLC 1590 Roslyn Street Denver, Colorado 80220-1935	1805 N. Portland Avenue Pueblo, Colorado 81001	ALL OF LOTS 37, 38, 39 & 40 EXC THE S 1/2 THEREOF IN BLK 102 EAST PUEBLO HEIGHTS SUB 2ND A/K/A PARCEL B	$1,983.22
429240003	Justine Valdez 4571 Perry Street Denver, Colorado 80212-2549	1550 Pike Avenue Pueblo, Colorado 81001	LOT 9 BLK 7 HARRY O SCHMIDT SUB	$1,243.90
429302010	Michael Patrick Gilmore 1835 E. 3rd Street Pueblo, Colorado 81001	1602 E. 14th Street Pueblo, Colorado 81001	LOTS 1 + 2 BLK 152 EAST PUEBLO HEIGHTS SUB 2ND	$2,920.42
429302013	John Moran 48 N. Electronic Drive Pueblo West, Colorado 81007	1611 E. 13th Street Pueblo, Colorado 81001	LOTS 25 + 26 BLK 152 EAST PUEBLO HEIGHTS SUB 2ND	$828.62

429308002	Joseph Chavez 1534 E. 13th Street Pueblo, Colorado 81001	1534 E. 13th Street Pueblo, Colorado 81001	LOTS 17 + 18 BLK 161 EAST PUEBLO HEIGHTS SUB 2ND	$2,212.76
429318012	Lianna Daniel 5328 US HWY 160 La Veta, Colorado 81055-9611	1605 E. 10th Street Pueblo, Colorado 81001	FRACTION OF LOTS 23 + 24 BLK 182 EAST PUEBLO HEIGHTSADD; FRAC OF LOTS 23 + 24 BLK 182 EAST PUEBLO HEIGHTS SUB 2ND	$4,135.76
429309007	Eric J. Forhardt 1608 E. 13th Street Pueblo, Colorado 81001	1608 E. 13th Street Pueblo, Colorado 81001	LOTS 7 + 8 BLK 162 EAST PUEBLO HEIGHTS SUB 2ND	$658.54
429320010	Ryan Mata 708 W. 10th Street Pueblo, Colorado 81003	1721 E. 9th Street Pueblo, Colorado 81001	LOTS 31 THRU 33 INC BLK 193 EAST PUEBLO HEIGHTS ADD LOTS 31 THRU 33 INC BLK 193 EAST PUEBLO HEIGHTS SUB 2ND	$1,425.46
429329004	Ibo Ruiz 1710 E. 9th Street Pueblo, Colorado 81001	1710 E. 9th Street Pueblo, Colorado 81001	LOTS 5 + 6 BLK 203 EAST PUEBLO HEIGHTS ADD	$4,273.28
429403007	Brittany Rheanna DeHerrera 452 Gladiola Street Golden, Colorado 80401-5250	2007 E. 13th Street Pueblo, Colorado 81001	LOTS 27 + 28 BLK 156 ARLINGTON HEIGHTS	$857.38
429409007	Pablo P. Ortiz 2002 E. 5th Street Pueblo, Colorado 81001	2107 E. 12th Street Pueblo, Colorado 81001	LOTS 26-27-28 BLK 167 ARLINGTON HEIGHTS	$1,835.94
429410004	Mary Ellen and Emmett Lee Towner 1204 Utica Avenue Pueblo, Colorado 81001	1204 Utica Avenue Pueblo, Colorado 81001	LOTS 21 + 22 BLK 168 ARLINGTON HEIGHTS	$2,379.62
429412004	Robert Herrera 452 Gladiola Street Golden, Colorado 80401-5250	2114 E. 12th Street Pueblo, Colorado 81001	LOTS 13 + 14 BLK 177 ARLINGTON HEIGHTS	$1,091.60
429412021	Adriana D. Aragon 2123 E. 11th Street Pueblo, Colorado 81001	2123 E. 11th Street Pueblo, Colorado 81001	LOTS 33 + 34 BLK 177 ARLINGTON HEIGHTS FORMERLY	$785.36
429417016	Scott F. Massey 1923 E. 10th Street Pueblo, Colorado 81001	1923 E. 10th Street Pueblo, Colorado 81001	LOTS 31 + 32 BLK 185 EAST PUEBLO HEIGHTS SUB 2ND	$1,793.68
429419017	Julie Anneita Peralta 2117 E. 10th Street Pueblo, Colorado 81001	2117 E. 10th Street Pueblo, Colorado 81001	LOTS 35 + 36 BLK 187 ARLINGTON HEIGHTS	$1,457.88

429423005	Magdaleno Santillan 322 23rd Avenue Court Greeley, Colorado 80631-1549	2008 E. 10th Street Pueblo, Colorado 81001	LOTS 7 + 8 BLK 196 ARLINGTON HEIGHTS	$3,612.16
429428014	Orlando Pacheco 1829 E. 8th Street Pueblo, Colorado 81001	1829 E. 8th Street Pueblo, Colorado 81001	LOTS 39 + 40 BLK 204 EAST PUEBLO HEIGHTS SUB 2ND	$8,473.68
	Cheryl J. Male and Ricky C. Carpenter 2114 E. 9th Street Pueblo, Colorado 81001	2114 E. 9th Street Pueblo, Colorado 81001	LOT 13 + W 7 FT OF 14 BLK 207 ARLINGTON HEIGHTS	$2,529.54
429443001	BPFCO2023, LLC 204 SE 8th Street Delray Beach, Florida 33483	2126 E. 7th Street Pueblo, Colorado 81001	LOTS 18 TO 20 BLK 227 ARLINGTON HEIGHTS	$1,798.16
430312001	James and Phiangjai Barnhill 622 - 624 E. 8th Street Pueblo, Colorado 81001	622 - 624 E. 8th Street Pueblo, Colorado 81001	LOTS 1 + 2 BLK 94 CONLEYS ADD	$841.44
430312015	Water of Life Ministries 625 E. 7th Street Pueblo, Colorado 81001	625 E. 7th Street Pueblo, Colorado 81001	LOT 16 BLK 94 CONLEYS ADD	$4,136.20
430419002	Brigido P. Vargas 1515 Roselawn Road Pueblo, Colorado 81006	920 E. 12th Street Pueblo, Colorado 81001	LOT 3 + E 1/2 OF 4 BLK 55 EAST PUEBLO	$1,213.84
430434007	CO 1101 E 8TH, LLC PO Box 8731 Pueblo, Colorado 81008	1101 E. 8th Street Pueblo, Colorado 81001	W 20 FT LOT 27 ALL 28 BLK 2 DR OWENS HEIGHTS	$8,778.38
430434012	Pauline Howrey 1119 E. 8th Street Pueblo, Colorado 81001	1119 E. 8th Street Pueblo, Colorado 81001	W 13 FT OF LOT 18 ALL 19 BLK 109 FLETCHER HILL ADD	$3,581.90
430439012	Mark Coca PO Box 553 Aquilar, Colorado 81020-0553	709 E. 7th Street Pueblo, Colorado 81001	LOT 13 + 14 BLK 1 PUEBLO BUILDING + IMPROVEMENT COMPANYS ADD	$434.48
430452009	Troy Cunningham 120 Fordham Circle Pueblo, Colorado 81005	1107 E. 10th Street Pueblo, Colorado 81001	W 8 1/3 FT OF LOT 23 ALL 24 TO 26 BLK 89 FARISS + GARTLEY	$796.92
431105012	James M. Hernadez c/o Raymond Esquibel PO Box 11015 Pueblo, Colorado 81001	805 E. 6th Street Pueblo, Colorado 81001	E 29 1/3 FT LOT 10 BLK 43 EAST PUEBLO	$3,061.90

431106014	SKJM, LLC 716 S Tejon Avenue Pueblo West, Colorado 81007	715 E. 6th Street Pueblo, Colorado 81001	LOT 14 BLK 29 EAST PUEBLO	$1,533.68
431107009	Timothy Cordova, Jr. 2017 Carmela Road Pueblo, Colorado 81006	721 – 723 E. 5th Street Pueblo, Colorado 81001	LOT 14 BLK 28 EAST PUEBLO	$1,380.72
431108017	John Moran 48 N. Electronic Drive Pueblo West, Colorado 81007	821 E. 5th Street Pueblo, Colorado 81001	LOT 15 BLK 44 EAST PUEBLO	$418.50
431112012	Stone Water Real Estate, LLC 16859 Trail View Circle Parker, Colorado 80134	1211 E. 5th Street Pueblo, Colorado 81001	LOTS 43 + 44 BLK 15 LAKEWOOD SUB	$895.40
431119013	Brandon Segura Meza 721 E. 3rd Street Pueblo, Colorado 81001	721 E. 3rd Street Pueblo, Colorado 81001	LOT 15 BLK 26 EAST PUEBLO	$798.04
431120006	Williard C. Taylor, Jr 302 N. Glendale Avenue Pueblo, Colorado 81001	811 E. 3rd Street Pueblo, Colorado 81001	LOTS 12 + 13 BLK 46 EAST PUEBLO	$1,592.54
431127007	Southern Colorado Soap Box Derby Inc, C/O Mary Scarcello PO Box 8876 Pueblo, Colorado 81008	Vacant Lot	LOTS 19-28 BLK 3 MATTICES ADD	$1,760.32
431129009	Kristen K. Miller 801 E. 2nd Street Pueblo, Colorado 81001	801 E. 2nd Street Pueblo, Colorado 81001	LOT 15 BLK 5 MATTICES ADD	$826.84
431130002	John J. and Ethel M. Padilla 722 E. 3rd Street Pueblo, Colorado 81001	722 E. 3rd Street Pueblo, Colorado 81001	W 12 FT OF LOT 3 + E 20 FT OF 4 BLK 6 MATTICES ADD	$1,058.18
431130003	John J. and Ethel M. Padilla 722 E. 3rd Street Pueblo, Colorado 81001	724 E. 3rd Street Pueblo, Colorado 81001	W 19 FT OF LOT 2 + E 13 FT OF 3 BLK 6 MATTICES ADD	$1,805.36
431131002	Pablita Romero 718 E. 2nd Street Pueblo, Colorado 81001	718 E. 2nd Street Pueblo, Colorado 81001	W 12 FT OF LOT 3 + E 20 FT OF 4 BLK 7 MATTICES ADD	$2,133.44
431130009	Danny A. Canchola 701 E. 1st Street Pueblo, Colorado 81001	701 E. 1st Street Pueblo, Colorado 81001	W 30 FT LOTS 15 TO 19 BLK 7 MATTICE ADD	$5,921.82

431131015	Jose Antonio Bejarano 322 Eisenhower Drive Louisville, Colorado 80027	711 E. 1st Street Pueblo, Colorado 81001	E 18 FT 9 IN LOT 21 + W 12 FT 6 IN OF 22 BLK 7 MATTICE ADD	$447.90
431134007	Joseph Manzanares 1714 Pine Street Pueblo, Colorado 81004	Vacant Lot	LOT 19 BLK 10 MATTICES ADD	$795.54
431134010	James and Lee Ann Spoon 1021 E. 1st Street Pueblo, Colorado 81001	1021 E. 1st Street Pueblo, Colorado 81001	E 1/2 LOT 24 ALL 25 + W 1/2 OF 26 BLK 10 MATTICES ADD	$3,094.48
431134014	Keith L. Ridgway 1015 E. 1st Street Pueblo, Colorado 81001	Vacant Lot	W 1/2 LOT 20 BLK 10 MATTICES ADD	$450.40
431139013	Alfred and Desiree Gonzales 1019 E. River Street Pueblo, Colorado 81001	1019 E. River Street Pueblo, Colorado 81001	LOTS 23 TO 24 INC BLK 15 MATTICES ADD FORMERLY #04-311-39-008	$1,901.20
431140006	Jesse Mark Gallegos 8080 E. 55th Avenue Denver, Colorado 80238-3814	904 E. 1st Street Pueblo, Colorado 81001	LOTS 13 + 14 BLK 16 MATTICES ADD	$2,667.58
431218005	Thomas V. and Carol J. Martinez 9 Yarrow Court Pueblo, Colorado 81001	227 E. 3rd Street Pueblo, Colorado 81003	ALL THAT POR LOT 14 BLK 12 PUEBLO BEG AT A PT ON N LINE 3RD ST 5 FT E OF SW COR OF SD LOT THE E ALG SD N LINE OF SD ST 33 FT TH N // W/E LINE OF SD LOT 60 FT TH W AT R ANGLES W/LAST MENTIONED COURSE 10 FT THE N // WITH E LINE OF SD LOT TO ALY AT REAR OF LOT TH W ALG SD ALLEY TO NW COR OF SD LOT TH S ALG W LINE OF SD LOT TO PT 50 FT N OF N LINE OF SD ST TH E AT RT ANGLES WITH LAST MENTIONED COURSE 5 FT TH S TO PT OF BEG. ALSO BEG AT AT PT 28 FT E OF NW COR OF LOT 14 BLK 12 OF PUEBLO TH S // WITH W LINE OF SD LOT TO PT 60 FT N OF N LINE OF 3RD ST TH E // WITH N LINE OF 3RD ST 4 FT TH N // WITH SD W LINE OF SD LOT TO S LINE OF SD ALY TH W ALG S LINE SD ALLEY 4 FT TO PT OF BEG.	$773.90
431144017	Manuel Sanchez 12209 Dehougne Street North Hollywood, California 91605-5611	Vacant	E 20 FT LOT 19 + W 15 FT OF LOT 20 BLK 20 MATTICES ADD	$1,064.68

431215001	Stingari Enterprises LLC and Ryan Ford 3212 S. Oneida Way Denver, Colorado 80224-2890	221-223 E. 4th Street Pueblo, Colorado 81003	E 2 FT LOT 13 ALL 14 BLK 11 PUEBLO	$1,231.74
431218005	Thomas v. and Carol J. Martinez c/o Dora Martinez 9 Yarrow Court Pueblo, Colorado 81001	227 E. 3rd Street Pueblo, Colorado 81003	ALL THAT POR LOT 14 BLK 12 PUEBLO BEG AT A PT ON N LINE 3RD ST 5 FT E OF SW COR OF SD LOT THE E ALG SD N LINE OF SD ST 33 FT TH N // W/E LINE OF SD LOT 60 FT TH W AT R ANGLES W/LAST MENTIONED COURSE 10 FT THE N // WITH E LINE OF SD LOT TO ALY AT REAR OF LOT TH W ALG SD ALLEY TO NW COR OF SD LOT TH S ALG W LINE OF SD LOT TO PT 50 FT N OF N LINE OF SD ST TH E AT RT ANGLES WITH LAST MENTIONED COURSE 5 FT TH S TO PT OF BEG. ALSO BEG AT AT PT 28 FT E OF NW COR OF LOT 14 BLK 12 OF PUEBLO TH S // WITH W LINE OF SD LOT TO PT 60 FT N OF N LINE OF 3RD ST TH E // WITH N LINE OF 3RD ST 4 FT TH N // WITH SD W LINE OF SD LOT TO S LINE OF SD ALY TH W ALG S LINE SD ALLEY 4 FT TO PT OF BEG.	$773.90
431218006	Gwyn and Tony LLC 503 N. Main Street, Suite 350 Pueblo, Colorado 81003	305 N. Bradford Avenue Pueblo, Colorado 81003	S 27 FT 6 IN OF N 60 FT OF LOTS 15-16 + OF E 12 FT OF S 27 FT 6 IN OF N 60 FT OF LOT 14 BLK 12 PUEBLO	$2,626.92
431222015	Phillip R. Greaves II 623 E. 2nd Street Pueblo, Colorado 81001	623 E. 2nd Street Pueblo, Colorado 81001	LOT 26 BLK 21 MATTICE SUB	$3,773.72
431404015	Catherine Marie Markhkam 1007 E. Beech Street Pueblo, Colorado 81001	1007 E. Beech Street Pueblo, Colorado 81001	LOTS 17 - 20 BLK 27 MATTICES ADD FORMERLY #04-314-04-008 + 009	$1,012.68
431418002	Victoria Ann Naranjo 1222 Catalpa Street Pueblo, Colorado 81001	1222 Catalpa Street Pueblo, Colorado 81001	W 1/2 LOT 4 ALL 5-6-7 BLK 34 MATTICE + GIBSON ADD	$1,560.56
432105001	Renee V. Aragon 515 N. Reading Avenue Pueblo, Colorado 81001	515 N. Reading Avenue Pueblo, Colorado 81001	LOTS 17-18-19-20 BLK 234 EAST PUEBLO HEIGHTS SUB 2ND	$1,766.84
432111011	Robert Herrera 452 Gladiola Street Golden, Colorado 80401-5250	2129 E. 4th Street Pueblo, Colorado 81001	LOTS 26 + 27 LESS S 10 FT + E 17 FT OF LOT 28 BLK 3 FRANCE HEIGHTS	$802.40

432206004	Ryan L. Mata 1336 E. 5th Street Pueblo, Colorado 81001	1336 E. 5th Street Pueblo, Colorado 81001	LOTS 19 + 20 BLK 151 FLETCHER HILL SUB	$1,114.84
432208009	John Hernandez, Jr 1506 E. 5th Street Pueblo, Colorado 81001	1506 E. 5th Street Pueblo, Colorado 81001	LOTS 3 + 4 BLK 241 EAST PUEBLO HEIGHTS SUB	$396.70
432213018	Robert R. and Josie Archuleta 1521 E. 3rd Street Pueblo, Colorado 81001	1521 E. 3rd Street Pueblo, Colorado 81001	LOTS 33 + 34 BLK 251 EAST PUEBLO HEIGHTS SUB	$432.64
432239012	Vivian C. Lucero 1605 E. Beech Street Pueblo, Colorado 81001	1605 E. Beech Street Pueblo, Colorado 81001	LOTS 25 + 26 BLK 302 EAST PUEBLO HEIGHTS SUB	$348.64
432303004	Vincent Ortega 48 Scotland Road Pueblo, Colorado 81001	1612 E. Beech Street Pueblo, Colorado 81001	LOTS 11 + 12 BLK 312 WILEY + CHAMBERLINS SUB	$941.46
432313003	Gary R. Fearn PO Box 20368 Colorado City, Colorado 81019-2368	Vacant Lot	LOTS 5 + 6 BLK 361 WILEY + CHAMBERLINS SUB	$475.84
511102049	Cerise Enterprises, LLC 1106 108th Avenue NE # 304 Bellevue, Washington 98004-8609	Vacant Lot	LOT 8 BLK 2 EAGLERIDGE ESTATES PHASE 5 RESUB FORMERLY #05-111-02-001 THRU 024	$1,721.50
511418041	Jeremy Movick 4645 Ridge Drive Pueblo, Colorado 81008	4645 Ridge Drive Pueblo, Colorado 81008	LOT 41 BLK 101 SKYLINE PARK NO 1	$473.10
514402001	Justin Torkildson 2108 W. 32nd Street Pueblo, Colorado 81008	2108 W. 32nd Street Pueblo, Colorado 81008	LOT 1 BLK 2 COUNTRY CLUB HEIGHTS 1ST	$792.90
514403005	Jeremy A. Pate 1508 W. 32nd Street Pueblo, Colorado 81008	1508 W. 32nd Street Pueblo, Colorado 81008	LOT 5 BLK 3 COUNTRY CLUB HEIGHTS 1ST	$792.90
522309021	Clayton Street Properties, LLC PO Box 2868 Corrales, New Mexico 87048-2868	Vacant Lot	PAR ""A"" WEST VALLEY ESTATES SUB, A SPECIAL AREA PLAN 4TH AMD CONTG .51A M/L FORMERLY 05-220-00-048 + -049	$1,553.32
523242019	Brendan D. Daniels 6 Bridgeport Circle Pueblo, Colorado 81003	6 Bridgeport Circle Pueblo, Colorado 81003	LOT 19 BLK 2 SHAY PARK SUB	$901.12

523243028	Blaise E. and Mary L. Long 2703 Wills Boulevard Pueblo, Colorado 81003	2703 Wills Boulevard Pueblo, Colorado 81003	LOT 28 BLK 3 SHAY PARK SUB	$815.74
523339013	Alonzo and Miranda Quintana 2415 W. 23rd Street Pueblo, Colorado 81003	2415 W. 23rd Street Pueblo, Colorado 81003	LOTS 17-18-19-20-21-22 BLK 8 IRVING PL 2ND	$812.34
524108002	Patricia C. Sanchez 109 La Vista Road Pueblo, Colorado 81005	2905–2907 N. Greenwood Street Pueblo, Colorado 81008	ALL LOTS 1-2-3 + N 12 1/2 FT OF 4 BLK 2 SHARPS ADD	$2,098.76
524220019	Gail A. Fabrizio 3007 Manzano Street NE Albuquerque, New Mexico 87110-1963	2907 E. 2nd Avenue Pueblo, Colorado 81003	LOTS 8, 9 + 10 BLK 4 CENTRAL PARK	$4,792.72
524230014	Destiny D. Darris and Amanda J. and Belvie L. O'Donnell 2701 8th Avenue Pueblo, Colorado 81003	2701 8th Avenue Pueblo, Colorado 81003	LOTS 18 + 19 BLK 12 HILLSIDE	$921.34
524230020	Betty J. Crocfer and Betty J. O'Donnell 2703 8th Avenue Pueblo, Colorado 81003	2703 8th Avenue Pueblo, Colorado 81003	LOTS 20 & 21 BLK 12 HILLSIDE PL FORMERLY 05-242-30-019	$858.58
524230021	Betty J. Crocfer and Betty J. O'Donnell 2703 8th Avenue Pueblo, Colorado 81003	Vacant Lot	LOTS 22 & 23 BLK 12 HILLSIDE PL FORMERLY 05-242-30-019	$450.18
524231012	Lakeview Loan Servicing, LLC 3637 Sentara Way, #303 Virginia Way, Virginia 23452	2708 8th Avenue Pueblo, Colorado 81003	LOTS 14 + 15 BLK 11 HILLSIDE	$786.30
524411013	Louisa M. Manley 415 W. 25th Street Pueblo, Colorado 81003	415 W. 25th Street Pueblo, Colorado 81003	W 50 FT OF LOTS 17 TO 20 BLK 6 NORTH DUNDEE PLACE	$1,243.10
524420002	Charles W. McDaniel Jr. 506 Ocean Parkway Berlin, Maryland 21811-1550	2417 N. Elizabeth Street Pueblo, Colorado 81003	LOT 2 BLK 2 SANTA FE LAND IMPROVEMENT COMPANYS SUBDIVISION LESS PART LOT 2 DESC: FR PT BEG AT SW COR LOT 1 TH 12.7 FT SWLY, THE E 85.07 FT, TH N 13.17 FT TH W 83.02 FT TO BEG	$772.78
524421001	Charles W. McDaniel, Jr. 506 Ocean Parkway Berlin, Maryland 21811-1550	Vacant Lot	LOTS 31 + 32 BLK 12 NORTH DUNDEE PLACE	$926.98

524421013	Charles W. McDaniel, Jr. 506 Ocean Parkway Berlin, Maryland 21811-1550	Vacant Lot	LOTS 24 TO 26 BLK 12 NORTH DUNDEE PLACE	$821.70
524421014	Charles W. McDaniel, Jr. 506 Ocean Parkway Berlin, Maryland 21811-1550	Vacant Lot	LOTS 27 + 28 BLK 12 NORTH DUNDEE PLACE	$1,127.28
524421015	Charles W. McDaniel, Jr. 506 Ocean Parkway Berlin, Maryland 21811-1550	Vacant Lot	LOTS 29 + 30 BLK 12 NORTH DUNDEE PLACE	$908.32
524434013	Tru Invest, LLC 225 S. Academy Suite 201 Colorado Springs, Colorado 80910-2768	2207 N. Greenwood Street Pueblo, Colorado 81003	LOTS 20 + 21 BLK 11 DUNDEE PL	$1,251.04
525218004	Cliff E. Bailey and Charlene M. Salmans 912 W. 17th Street Pueblo, Colorado 81001	912 W. 17th Street Pueblo, Colorado 81001	LOT 5 + E 12 FT OF 6 BLK 26 CRAIGS ADD	$3,568.48
525223001	Arturo Z. Molina 2402 W. 15th Street Pueblo, Colorado 81005	Vacant Lot	LOTS 1 TO 6 BLK 41 CRAIGS ADD	$3,104.68
525233008	Betty Lou Mitchell 1030 W. 15th Street Pueblo, Colorado 81003	1030 W. 15th Street Pueblo, Colorado 81003	LOT 11 BLK 13 BLAKES ADD	$1,595.52
525308018	Eric L. Owens 920 W. 14th Street Pueblo, Colorado 81001	920 W. 14th Street Pueblo, Colorado 81003	LOTS 7 + 8 BLK 11 CRAIGS ADD FORMERLY 05-253-08-007 + 008	$1,897.04
525311003	Anthony J. Carlino 719 W. 13th Street Pueblo, Colorado 81003	719 W. 13th Street Pueblo, Colorado 81003	LOT 3 BLK 2 CRAIGS ADD	$1,681.08
525324006	BPFCO2023, LLC 524 N Juanita Avenue 9 Redondo Beach, California 90277-2931	1124 W. 11th Street Pueblo, Colorado 81003	W 22 FT OF LOT 6 ALL 7 + E 1 FT OF LOT 8 BLK 9 THATCHER + THOMAS ADD	$1,857.28
525343009	Oprah Gail Winfrey and Dr. Heidi Wodiuk 8448 State Hwy 78 Beulah, Colorado 81023-9722	1125 W. 11th Street Pueblo, Colorado 81003	LOT 9 BLK 45 BLAKES ADD	$2,043.58
525410004	1364 Kenton LLC 9748 Surrey Run Drive Colorado Springs, Colorado 80924-2108	512 W. 14th Street Pueblo, Colorado 81003	LOT 6 BLK 38 COUNTY ADD	$1,897.04

525422003	Douglas L. Barnhill Jr. and Barbarba Sue Barnhill 1115 West Street Pueblo, Colorado 81003	1115 West Street Pueblo, Colorado 81003	S 40 FT LOTS 1 + 2 BLK 51 COUNTY ADD	$3,854.36
525432001	Farmhouse Falls Ltd 21910 Tyrolite Avenue Parker, Colorado 80138-8772	1025 N. Greenwood Street Pueblo, Colorado 81003	N 50 FT LOTS 1 + 2 BLK 35 COUNTY ADD	$790.50
525451006	Shannon and Reena Pontius 110 N. Glendale Avenue Pueblo, Colorado 81001	518 W. 8th Street Pueblo, Colorado 81003	W 14 FT 8 IN LOT 5 + E 14 FT 8 IN OF LOT 6 BLK 32 COUNTY ADD	$940.92
525451013	Jenna Griego and Rafelita Lovato 507 W. 7th Street Pueblo, Colorado 81003	507 W. 7th Street Pueblo, Colorado 81003	LOT 14 BLK 32 COUNTY ADD	$1,439.40
526114013	Maria Fierro 1609 W. 18th Street Pueblo, Colorado 81003	1609 W. 18th Street Pueblo, Colorado 81003	E 1/2 LOT 35 ALL 36 + W 1/2 OF LOT 37 BLK 14 IRVING PL ADD	$922.14
526218006	Myrlene June Cannon Trust 2825 Madden Ct San Diego, California 92154-2138	1925 W. 19th Street Pueblo, Colorado 81003	LOTS 29-30-31 BLK 25 IRVING PL 2ND	$875.90
526233008	Elsie and John C. Trujillo 2119 W. 17th Street Pueblo, Colorado 81003	2119 W. 17th Street Pueblo, Colorado 81003	LOTS 23 + 24 BLK 4 ADEE CHAMBERLIN + WILEYS 2ND	$2,233.08
526245001	Frank Constante 24178 E. Emerald Trail Deer Trail, Colorado 80105-7911	1900 W. 16th Street Pueblo, Colorado 81003	LOTS 15 + 16 BLK 37 IRVING PL 2ND	$1,372.00
526245002	Frank Constante 24178 E. Emerald Trail Deer Trail, Colorado 80105-7911	1902 W. 16th Street Pueblo, Colorado 81003	LOTS 12-13-14 BLK 37 IRVING PL 2ND	$1,153.44
526247021	Aurora Chavez 2014 W. 16th Street Pueblo, Colorado 81003	2014 W. 16th Street Pueblo, Colorado 81003	LOTS 7 - 10 BLK 11 ADEE CHAMBERLIN + WILEYS SUB 2ND FORMERLY 05-262-47-005 + 017	$550.58
526250006	Jose A. and Luisa Bolanos 2700 Troy Avenue, Apt. ES25 Pueblo, Colorado 81001	Vacant Lot	LOTS 10 + 11 BLK 14 ADEE CHAMBERLIN + WILEYS 2ND	$806.04
526306006	Hilary Grebowicz 190 Mohawk Road Lyons, Colorado 80540-8110	2113 W. 14th Street Pueblo, Colorado 81001	LOTS 29 + 30 BLK 15 ADEE CHAMBERLIN + WILEYS 2ND	$821.98

526318008	Rudolfo Otero 1102 Lambert Avenue Pueblo, Colorado 81003	1102 Lambert Avenue Pueblo, Colorado 81003	S 1/2 LOTS 21-22-23 BLK 22 ADEE CHAMBERLIN + WILEYS SUB 2ND	$2,000.88
526322019	Yazmin Ibarllucea and John Peebles Macdonald 20740 Nashville Street Chatsworth, California 91311-1522	Vacant Lot	LOTS 11 TO 16 BLK 18 ADEE CHAMBERLIN + WILEYS 1ST FORMERLY #05-263-22-017	$1,276.98
527100099	Mrs. S L Ryan and Phylis Christine Witherow 2140 Lambert Avenue Pueblo, Colorado 81003	2140 Lambert Avenue Pueblo, Colorado 81003	POR OF NE4 NE4 OF SEC 27-20-65: BEG AT THE NE COR SEC TH S 198 FT TH W 330 FT TH N 198 FT TH E 110 FT TH S 120 FT TH E 120 FT TH NLY 120 FT TO PT 100 FT W OF THE NE COR OF NE 1/4 NE 1/4 TH E 100 FT TO THE PT OF BEG CONTG 1.363A EXCEPT TR SOLD TO CITY #861081 FORMERLY #05-270-00-099	$3,307.96
527110015	Robert A. Ortiz 1021 Ruppel Street, Apt 5 Pueblo, Colorado 81001	2211 W. 15th Street Pueblo, Colorado 81003	LOTS 27 + 28 BLK 10 HYDE PARK	$1,563.90
527115014	Annette Nieto 2211 W. 14th Street Pueblo, Colorado 81003	2211 W. 14th Street Pueblo, Colorado 81003	LOTS 25 + 26 BLK 15 HYDE PARK	$899.44
527119013	Marco Antonio Pineda Hernandez 2401 W. 12th Street Pueblo, Colorado 81003	2401 W. 12th Street Pueblo, Colorado 81003	LOTS 17 + 18 BLK 19 HYDE PARK	$2,636.06
534429015	JJ Phillips and Sons PO Box 1123 Pueblo, Colorado 81002	Vacant Lot	LOT 4 EXC ELY 10 FT BLK 2 CULIG SUB	$1,676.34
535307004	Richard L. Vigil and Donnie Ann Pritchard 6 Cynthia Place Pueblo, Colorado 81008	330 Gaylord Avenue Pueblo, Colorado 81004	LOTS 8-9-10 BLK 2 ARVONIA	$853.24
535307010	Joann H. Jiminez 306 Gaylord Avenue Pueblo, Colorado 81004	306 Gaylord Avenue Pueblo, Colorado 81004	LOTS 21 + 22 BLK 2 ARVONIA	$472.20
535425017	Richard A. Barra PO Box 8322 Pueblo, Colorado 81008	429-431 W. Evans Avenue Pueblo, Colorado 81004	SWLY 100 FT OF LOTS 30 TO 32 INC BLK 86 COLORADO COAL + IRON COMPANYS ADDITION NO 1	$817.34

536308011	TLC Properties, Inc PO Box 6010 Colorado Springs, Colorado 80934-6010	600 S. Union Avenue, #B Pueblo, Colorado 81004	LOT 9 EXC 40 FT BY 28 FT + 10 FT BY 130 FT STRIP 8 FT WIDE AT ITS WIDEST PT IN CORONA AVE N SIDE OF LOT 9 BLK P SOUTH PUEBLO	$1,626.92
536313009	Gilbert and Juanita Rodriguez 124 Idaho Avenue Pueblo, Colorado 81004	124 Idaho Avenue Pueblo, Colorado 81004	LOT 5 + SW 3 FT OF LOT 6 BLK M SOUTH PUEBLO	$1,123.56
1406324023	Oprah Gail Winfrey and Dr. Heidi Wodiuk 8448 State Hwy 78 Beulah, Colorado 81023-9722	1225 Bohmen Avenue Pueblo, Colorado 81005	LOT 42 BLK 1 WIEN	$603.80
1406325019	Anthony J. and Arleen Carlino 1249 Mahren Avenue Pueblo, Colorado 81005	1249 Mahren Avenue Pueblo, Colorado 81005	LOTS 30 + 31 BLK 2 WIEN	$2,813.82
1501115001	Andrew R. Gonzales, Sr. 426 Polk Street Pueblo, Colorado 81004	202 Cottonwood Street Pueblo, Colorado 81004	N 70 FT LOT 1 BLK 6 SOUTH PUEBLO HOMESTEAD + BUILDING ASSOCIATION SUB OF V TO Y SOUTH PUEBLO	$885.32
1501124004	M3S Colorado, LLC 2770 Arapahoe Road, Suite 132-222 Lafayette, Colorado 80026-8018	628 E. Corona Avenue Pueblo, Colorado 81004	LOT 6 BLK 12 SOUTH PUEBLO HOMESTEAD + BUILDING ASSOCIATION SUB OF V TO Y SOUTH PUEBLO	$1,033.40
1501130041	Diamond and Gold Enterprises, LLC 3211 Enclave Place Norman, Oklahoma 73072-2248	705 Elm Street Pueblo, Colorado 81004	LOT 5 + SW 3 FT OF LOT 6 BLK M SOUTH PUEBLO	$1,373.28
1501130044	Daniel Lewis Gibson & Darian Robert Bostic 813 S. Norwood Avenue Pueblo, Colorado 81001	708 E. Abriendo Avenue Pueblo, Colorado 81004	S 5 FT OF LOT 2 ALL LOTS 3-4 + SMALL PIECE IN NE COR LOT 5 BLK 10 VAN KEUREN + VASSAULT (WITH ACCESS)	$990.80
1501206009	Routt Ave, LLC 125 W. B Street Pueblo, Colorado 81003	400 E. Routt Avenue Pueblo, Colorado 81004	LOT A BLK 155 MESA BUILDING + INVESTMENT COMPANYS SUBDIVISION AMENDED	$974.22
1501213006	Garfield Alphanso & Jelena Johnson 7709 Amberly Drive Colorado Springs, Colorado 80923-4127	322 Broadway Avenue Pueblo, Colorado 81004	LOT 10 + N 15 FT OF 11 BLK 134 SOUTH PUEBLO	$1,061.10
1501303004	Michelle Lynette Williams 1305 10th Street SW Minot, North Dakota 58701-5759	518 Madison Street Pueblo, Colorado 81004	LOTS 9 + 10 BLK 162 COLORADO COAL + IRON COMPANYS ADDITION NO 1	$1,011.82
1501305006	Louis C. Baca 416 Jefferson Street Pueblo, Colorado 81004	416 Jefferson Street Pueblo, Colorado 81004	LOTS 8 TO 10 INC BLK 173 COLORADO COAL + IRON COMPANYS ADDITION NO 1	$1,208.04

1501307007	Odale Edwards 941 Spruce Street Pueblo, Colorado 81004	941 Spruce Street Pueblo, Colorado 81004	N 30 FT OF S 40 FT LOT 14 BLK 30 BESSEMER	$932.30
1501309012	Roger Villegas 36 S. Grandbay Street Aurora, Colorado 80018-1562	1034 Pine Street Pueblo, Colorado 81004	N 47 FT LOT 10 BLK 32 BESSEMER	$814.08
1501313018	Debora Erickson 1135 Pine Street Pueblo, Colorado 81004	1135 Pine Street Pueblo, Colorado 81004	N 27 1/2 FT LOT 15 BLK 43 BESSEMER	$739.28
1501320026	Ana Victoria Boccardoro 11008 Unity Lane Commerce City, Colorado 80022-8999	1203 E. Orman Avenue Pueblo, Colorado 81004	LOT 45 BLK 11 COLLEGE HILL SUB 2ND	$1,696.96
1501409028	Roger D. Torres 1011 Elm Street Pueblo, Colorado 81004	1011 Elm Street Pueblo, Colorado 81004	S 1/2 LOT 22 BLK 2 BESSEMER	$843.38
1501413013	Tony Terry and Mike, LLC 1137 Elm Street Pueblo, Colorado 81004	1137 Elm Street Pueblo, Colorado 81004	LOT 22 BLK 38 CITY HALL PL	$4,466.00
1501417035	Harold Erb 1502 E. Beech Street Pueblo, Colorado 81001	1217 E. Abriendo Avenue Pueblo, Colorado 81004	LOTS 44 + 45 BLK 49 CITY HALL PL FORMERLY 15-014-17-025 + 026	$875.64
1502114023	John Moran 48 N. Electronic Drive Pueblo West, Colorado 81007	1421 Rice Avenue Pueblo, Colorado 81004	LOTS 26 - 28 + S 120 FT OF LOTS 29 + 30 CRESCENT PL FORMERLY 15-021-14-014 + 015	$934.06
1502208024	Nafis Cameron 540 S. Prairie Avenue Pueblo, Colorado 81004	540 S. Prairie Avenue Pueblo, Colorado 81004	LOTS 28, 29 + 30 BLK 4 WILCOX + MOORES ADDITION FORMERLY 15022-08-009 AND 010	$997.10
1502303012	William E. Lawrence 814 Palmer Avenue Pueblo, Colorado 81004	1137 Beulah Avenue Pueblo, Colorado 81004	LOTS 26-27-28 BLK 8 MAPLETON ADD	$5,995.16
1502402009	Zachary J. Secora 944 Carteret Avenue Pueblo, Colorado 81004	944 Carteret Avenue Pueblo, Colorado 81004	S 15 FT LOT 18 ALL 19 BLK 4 LAKEWOOD SUB	$1,016.54
1502417013	Lisa M. Chavez and Paul H. Lopez 7211 Neblina Drive Grand Prairie, Texas 75054-0049	1307 W. Arroyo Avenue Pueblo, Colorado 81004	LOTS 24 + 25 BLK 6 LAKEWOOD SUB	$2,163.08

1502431021	David V. and Nancy M. Salama 1207 Berkley Avenue Pueblo, Colorado 81004	1207 Berkley Avenue Pueblo, Colorado 81004	LOTS 43 + 44 BLK 15 LAKEWOOD SUB	$794.96
1504115012	Susan D. Ure 720 Santa Barbara Avenue Pueblo, Colorado 81005	713 Santa Barbara Avenue Pueblo, Colorado 81005	LOTS 19 TO 20 INC BLK 4 SUNNY HEIGHTS SUB 1ST FORMERLY #15-041-15-011	$1,089.00
1504203020	Robert R. and Josie Archuleta 304 W. Concho Drive Pueblo West, Colorado 81007	536 Edna Lane Pueblo, Colorado 81005	S 1/2 LOT 2 BLK 1 W D B LAND CO SUB NO 5	$901.60
1510122016	Lakenderick J. Hayes and Bre Annie Brittany Young 1730 Moore Avenue Pueblo, Colorado 81005	1730 Moore Avenue Pueblo, Colorado 81005	LOT 16 BLK 5 CORKISH-SACKMAN-LITTELL NO 2	$438.80
1510317008	Rochelle Lynn Medina 2027 Ridgewood Lane Pueblo, Colorado 81005	2027 Ridgewood Lane Pueblo, Colorado 81005	LOT 29 BLK 31 HIGHLAND PARK 6TH AMEND	$796.44
1510413024	Franck JM Martin 6809 Tiger Walk Littleton, Colorado 80124-9586	2010 Carlee Drive Pueblo, Colorado 81005	LOT 4 HELLBECK ACRES 2ND ALSO A TRACT OF LAND IN 10-21-65 DESC AS: BEG AT THE NE COR OF THE SW4SE4 SEC 10, TH WLY ALG THE E LINE OF SD SW4SE4 SEC 10 A DIST OF 211.50 FT TO THE TRUE PT OF BEG, TH WLY ALG A LINE // WITH THE N LINE OF THE SD SW4SE4 SEC 10, A DIST OF 25.0 FT M/L TO THE NE COR LOT 4 HELLBECK ACRES #2 ACCORDING TO THE RECORDED PLAT FILED 1/27/72, TH SLY ALG THE E LINE SD LOT 4 HELLBECK ACRES #2, A DIST OF 60.50 FT TO THE SE COR SD LOT 4 HELLBECK ACRES #2 TH ELY ALG A LINE // WITH THE N LINE OF SD SW4SE4 OF SEC 10, A DIST OF 25.0 FT M/L TO THE E LINE OF SW4SE4 OF SEC 10, TH NLY ALG THE E LINE OF SD SW4SE4 SEC 10, A DIST OF 60.50 FT TO THE TRUE PT OF BEG FORMERLY 15-104-13-004 + 015	$1,169.92
1511126001	Jorge Dominguez Costillo 1612 Sprague Avenue Pueblo, Colorado 81004	1612 Sprague Avenue Pueblo, Colorado 81004	E 1/2 OF LOTS 12 TO 14 INC BLK 1 PROSPECT PL	$445.56

1511126002	Jason Reuben Hanson 1616 Sprague Avenue Pueblo, Colorado 81004	1616 Sprague Avenue Pueblo, Colorado 81004	W 1/2 OF LOTS 12 TO 14 BLK 1 PROSPECT PL	$846.68
1511304015	Shade C. Baca 312 Harrison Street Pueblo, Colorado 81004	1942 Acero Avenue Pueblo, Colorado 81004	S 11 FT OF LOT 41 ALL 42 + N 14 FT OF LOT 43 BLK 4 ENGLEWOOD SUB	$1,162.60
1512108001	William Martinez 1310 E. Routt Avenue Pueblo, Colorado 81004	1310 E. Routt Avenue Pueblo, Colorado 81004	LOT 1 BLK 3 STEELWORKS AMENDED	$1,588.16
1512207014	Kela Project 4, LLC 1223 Lake Plaza Drive, Suite A Colorado Springs, Colorado 80906-3580	1425 Cypress Street Pueblo, Colorado 81004	LOT 34 BLK 7 LAKE AVE ADD	$2,622.54
1512217023	Alex Segura 1619 Cedar Street Pueblo, Colorado 81004	1619 Cedar Street Pueblo, Colorado 81004	LOTS 37-38 + S 1/2 OF 39 BLK 1 SUBURBAN LAND + INVESTMENT COMPANYS SUB	$1,410.26
1512228022	Ramon J. and Antonia Trujillo 1801 Constitution Road Pueblo, Colorado 81001	1427 Pine Street Pueblo, Colorado 81004	LOT 22 BLK 73 STONE + THATCHER SUB	$1,662.06
1512229012	Michelle Rodriguez 616 Downing Street Denver, Colorado 80218-3496	1428 Pine Street Pueblo, Colorado 81004	LOT 16 BLK 72 IRONDALE	$1,151.44
1512304001	Angelo U. Trujillo 1704 Spruce Street Pueblo, Colorado 81004	1704 Spruce Street Pueblo, Colorado 81004	LOTS 1-2-3 BLK 4 LAKE MINNEQUA ADD	$2,626.28
1512305012	Thomas J. Vialpando 918 S. Cayuga Drive Pueblo West, Colorado 81007	1821 E. Routt Avenue Pueblo, Colorado 81004	LOT 20 + S 7 1/2 FT OF 21 BLK 13 LAKE MINNEQUA ADD	$1,355.24
1512407006	Eva J. Carrillo 1920 E. Routt Avenue Pueblo, Colorado 81004	1920 E. Routt Avenue Pueblo, Colorado 81004	LOTS 10 + 11 BLK 21 LAKE MINNEQUA ADD FORMERLY #16124-17-006	$734.26
1512410001	Nassir Ahmad 8060 Girard Avenue, Apt. 1008 Denver, Colorado 80231-4422	318 Minnequa Avenue Pueblo, Colorado 81004	LOTS 1 TO 4 INC BLK 27 LAKE MINNEQUA ADD	$380.06
1512412006	Anthony A. Sanchez III 2128 E. Routt Avenue Pueblo, Colorado 81004	Vacant	LOTS 12 + 13 BLK 37 LAKE MINNEQUA ADD FORMERLY #16124-12-006	$451.62

1513209015	Jamie R. Jones 2301 E. Routt Avenue Pueblo, Colorado 81004	2301 E. Routt Avenue Pueblo, Colorado 81004	N 1/2 LOT 31 ALL 32 BLK 9 MINNEQUA HEIGHTS	$2,195.10
1513211004	Sylvia C. Price 2314 Cedar Street Pueblo, Colorado 81004	2314 Cedar Street Pueblo, Colorado 81004	S 1/2 LOT 6 ALL 7 BLK 11 MINNEQUA HEIGHTS	$4,370.46
1513217013	John L. Duran, Violet Mae Cox, Shirley Ann Clark and Rose Martinez 2403 E. Evans Avenue Pueblo, Colorado 81004	2403 E. Evans Avenue Pueblo, Colorado 81004	LOTS 31 + 32 BLK 17 MINNEQUA HEIGHTS	$2,049.42
1513220011	Buffalo Chip Trust 455 Mackenzie Avenue Canon City, Colorado 81212	2509 E. Evans Avenue Pueblo, Colorado 81004	N 1/2 LOT 27 ALL 28 BLK 20 MINNEQUA HEIGHTS	$913.40
1513221010	Jon B. Secora 2523 E. Routt Avenue Pueblo, Colorado 81004	2523 E. Routt Avenue Pueblo, Colorado 81004	LOT 21 + S 1/2 OF 22 BLK 21 MINNEQUA HEIGHTS	$1,005.86
1513226009	Vivian E. Hall and Sandra Bolden 2623 Pine Street Pueblo, Colorado 81004	2623 Pine Street Pueblo, Colorado 81004	LOTS 20-21-22 BLK 26 MINNEQUA HEIGHTS	$2,147.62
1513227007	Virginia Ester Lawrence 2706 E. Orman Avenue Pueblo, Colorado 81004	2628 Pine Street Pueblo, Colorado 81004	S 1/2 OF 14 ALL 15-16 BLK 27 MINNEQUA HEIGHTS	$1,474.48
1513244003	William D. Manners 2431 Poplar Street Pueblo, Colorado 81004	2431 Poplar Street Pueblo, Colorado 81004	LOTS 17 TO 20 INC BLK 19 EAST LAKE	$1,101.94
1514106024	Nancy C. Von Salome c/o David Leroy Gomez 2501 California Street Pueblo, Colorado 81004	Vacant	LOTS 1-2-3 BLK 23 EAST LAKE	$1,545.28
1514419014	Copper Spur Properties, LLC 12650 W. 64th Avenue, Suite E420 Arvada, Colorado 80004-3887	3215 Lake Avenue Pueblo, Colorado 81004	E 267.00 FT OF LOTS 2 THRU 4 + ALL LOTS 5 THRU 7 LESS HIWAY OF BLK 2 LAKE GARDENS 2ND LESS POR BY WD#1962150 TO SHH PROPERTIES FORMERLY #15-144-19-011	$2,651.48
1515107040	Linda C. and Dennis A. Ketchum 3848 County Lane 15 Ordway, Colorado 81063-9709	3515 Gem Drive Pueblo, Colorado 81005	LOT 40 BLK 8 BRIARWOOD SUB 4TH	$2,931.26

1515114229	Joseph B. Aragon 2571 Azalea Street Pueblo, Colorado 81005	2571 Azalea Street Pueblo, Colorado 81005	LOT 8 BLK 5 BEULAH HEIGHTS 1ST	$1,082.94
1515121042	Mesa Property Management, LLC PO Box 8511 Pueblo, Colorado 81008	2641 Gladiola Street Pueblo, Colorado 81005	LOT 15 BLK 11 BEULAH HEIGHTS 1ST	$841.84
1515214032	Jose B. Aguilar 651 S. Louviers Drive Pueblo West, Colorado 81007	2130 Hollywood Drive Pueblo, Colorado 81005	LOT 15 BLK 15 LYNN GARDENS 2ND	$1,331.66
1515224003	Daniel J. Martinez 2521 Sherwood Lane Pueblo, Colorado 81005	2521 Sherwood Lane Pueblo, Colorado 81005	LOT 3 BLK 21 LYNN GARDENS 7TH	$417.00
1515308157	Evelyn L. Andrew 1133 Holly Street Pueblo, Colorado 81006	3709 Fairfield Lane Pueblo, Colorado 81005	LOT 42 BLK 72 HIGHLAND PARK 20TH	$1,638.78
7360020287	Twyla Petersen 2221 S. Prairie Avenue, Lot 98 Pueblo, Colorado 81005	2221 S. Prairie Avenue, Lot 98 Pueblo, Colorado 81005	OASIS MHP SP 98 SAFEWAY 1972 14X56 VIN: 027642W	$581.30
7360025670	Lashawn Renee Mynhier 630 S. Peck Drive, Apt. 10202 Longmont, Colorado 80503-8930	2604 Himes Avenue Pueblo, Colorado 81004	LOT 3 PAPEZ ADD GREAT LAKES 1964 12X55 VIN: 3G4G5512FD2N16871	$579.00

PUEBLO CITY HALL, PUEBLO, COLORADO #1 City Hall Place, 3rd Floor, Pueblo, CO 81003	
IN RE: PUBLIC HEARINGS CONCERNING ASSESSMENT OF COSTS ASSOCIATED WITH ABATEMENTS CONDUCTED ON, AND CORRESPONDING ABATEMENT LIENS AGAISNT PROPERTY PURSUANT TO PUEBLO MUNICIPAL CODE TITLE VII	⮝ **COURT USE ONLY** ⮝
RULING ON PROTESTS AT THE SEPTEMBER 12, 2025 HEARINGS	

This Matter came before the Hearing Officer on September 12, 2025 at 9:00 a.m. for hearing on the Complaints, Objections and Protests filed by owners or interested parties with respect to abatement costs and the related liens filed against property. The City of Pueblo was represented by senior assistant city attorney, Lisa Macchietto.

415 Morrison Avenue, Pueblo, CO 81005

This case comes before the Hearing Officer on a protest filed on August 22, 2025 by Michael E. Gonzales who appeared at the hearing. Protest was based upon the fact that he purchased the property after the lien was recorded.

Mr. Gonzales represented that he wanted to pay the lien and he withdrew his protest.

The Hearing Officer therefore affirms the lien.

1203 E. Orman Ave., Pueblo, CO 81004

This case comes before the Hearing Officer on a protest filed on August 27, 2025 by Victorio Boccadoro who appeared at the hearing. Protest was based upon the claim that Mr. Boccadoro did not owe the money.

Mr. Boccadoro represented that he wanted to pay the lien and he withdrew his protest.

The Hearing Officer therefore affirms the lien.

Vacant Land, Parcel 430430020

This case comes before the Hearing Officer on the appearance of the property owners, C&S Investments.

Upon review of the case, the City discovered a defect in the paperwork and moved to dismiss the case.

The Hearing Officer dismisses the case and orders that the lien be released.

2123 E. 11th, Pueblo, CO 81001

This case comes before the Hearing Officer on a protest filed on August 28, 2025 by Adriana Aragon. Ms. Aragon failed to appear at the hearing. Protest of the lien was based upon the fact that she purchased the property after the lien was recorded.

Prior to the hearing date Ms. Aragon contacted the City and indicated that the title company would pay the lien.

Based upon the parties' failure to appear and no valid defense being alleged, the Hearing Officer affirms the lien. However, upon confirmation of payment received the lien will be released.

205 Van Buren, Pueblo, CO 81005

This case comes before the Hearing Officer on protest dated and filed August 29, 2025 by Judith and Jimmie Arko who did not appear at the hearing. The Protest filed stated no defense.

Prior to the hearing, it was represented that an agreement had been reached as to payment and the protest was withdrawn.

The Hearing Officer therefore affirms the lien.

529 W. 7th St., Pueblo, CO 81003

This case comes before the Hearing Officer on a protest filed on September 4, 2025 by Julia Roten-Valdez . Ms. Roten-Valdez appeared at the hearing. Protest of the lien was based upon improper notice.

Prior to the hearing, it was represented that an agreement had been reached as to payment

and the protest was withdrawn.

The Hearing Officer therefore affirms the lien.

1225 Bohmen, Pueblo, CO 81004

This case comes before the Hearing Officer on a protest filed on September 4, 2025 by Heidi Wodiuk. Ms. Wodiuk failed to appear at the hearing. The Protest filed contained no valid legal basis.

Based upon the parties' failure to appear and no valid defense being alleged, the Hearing Officer affirms the lien.

615 W. 24th, Pueblo, CO 81003

This case comes before the Hearing Officer on a protest filed on September 4, 2025 by Michael Papa who did not appear at the hearing. Protest was based upon the fact that he purchased the property after the lien was recorded.

Prior to the commencement of the hearing the City and Mr. Papa represented that an agreement had been reached and the protest was withdrawn.

The Hearing Officer therefore affirms the lien.

904 E. 1st, Pueblo, CO 81001

This case comes before the Hearing Officer on a protest filed on September 5, 2025 by Jesse Gallegos who appeared at the hearing. Protest was based upon the fact that he purchased the property after the lien was recorded.

Prior to the commencement of the hearing the City and Mr. Gallegos represented that an agreement had been reached and the protest was withdrawn. The City agreed to propose a payment plan if Mr. Gallegos could provide proof of prior taxes paid.

The Hearing Officer therefore affirms the lien.

Vacant Land, parcel 431127003

This case comes before the Hearing Officer on a protest filed on September 5, 2025 by Marguerite Crowell-Even as vice president of Southern Colorado Soap Box Derby, Inc. Protest was based on insufficient notice and being the victim of illegal dumping.

Prior to the commencement of the hearing it was represented that an agreement had been reached and the protest was withdrawn.

The Hearing Officer therefore affirms the lien.

2407 W. 13th St., Pueblo, CO

This case comes before the Hearing Officer on a protest filed on September 5, 2025 by Janette Stidham who failed to appear at the hearing. Protest of the Lien was based upon hardship and being the victim of illegal dumping.

Prior to the commencement of the hearing it was represented that an agreement had been reached and the protest was withdrawn.

The Hearing Officer therefore affirms the lien.

1602 E. 14th St., Pueblo, CO

This case comes before the Hearing Officer on a protest filed on September 5, 2025 by April Martinez for Michael Gilmore. Mr. Gilmore appeared. Protest of the Lien was based upon the fact that he purchased the property after the lien was recorded.

Prior to the commencement of the hearing it was represented that an agreement had been reached and the protest was withdrawn.

The Hearing Officer therefore affirms the lien.

1704 Spruce St., Pueblo, CO 81004

This case comes before the Hearing Officer on a protest filed on September 5, 2025 by Angelo Uriah Trujillo. Mr. Trujillo appeared. Protest of the Lien was based upon the fact that he had been working on cleaning the property prior to the citation.

Prior to the commencement of the hearing it was represented that an agreement had been reached and the protest was withdrawn. The City agreed to propose a payment plan if Mr. Trujillo could provide proof of prior taxes paid.

The Hearing Officer therefore affirms the lien.

2207 N. Greenwood St., Pueblo, CO

Earl Robinson appeared to protest the lien filed on this property, however, he had not filed a protest as required.

Therefore, based upon the protestant's failure to timely file a protest, the Hearing Officer affirms the lien as recorded.

1403 E. 6th, Pueblo, CO

This case comes before the Hearing Officer upon the Appearance of Isidor Roybal. Mr. Roybal did not file a protest but asserts that he paid the amount in full yesterday.

In that event the lien will be released.

3709 Fairfield Lane, Pueblo, CO

Shannon Andrew appeared to protest the lien filed on his property, however, he had not filed a protest as required.

Therefore, based upon the protestant's failure to timely file a protest, the Hearing Officer affirms the lien as recorded.

2211 W.14th, Pueblo, CO

Annette Nieto appeared to protest the lien filed on her property, however, she had not filed a protest as required.

Therefore, based upon the protestant's failure to timely file a protest, the Hearing Officer affirms the lien as recorded.

2708 Poplar, Pueblo, CO

This case comes before the Hearing Officer on a protest filed on September 3, 2025 by Lori Ruth Brooks. Ms. Brooks appeared. Protest of the Lien was based upon hardship and being the victim of illegal dumping.

Prior to the commencement of the hearing it was represented that an agreement had been reached and the protest was withdrawn.

The Hearing Officer therefore affirms the lien.

DONE this 15th day of September 2025

Linda McMillan

Linda McMillan, Hearing Officer

CERTIFICATE OF SERVICE

I hereby certify that on the _____ day of September 2025, a true and correct copy of the foregoing document, was placed in the United States mail, sufficient postage pre-paid and addressed to:

Lisa Macchiato
Senior Assistant City Attorney
City of Pueblo
#1 City Hall Place, 3rd Floor
Pueblo, CO 81003

Southern Colorado Soap Box Derby Inc.
25750 Hillside Rd
Pueblo, CO 81006

Victorio Boccadoro
1203 E. Orman Ave
Pueblo, CO 81004

Michael E. Gonzales
415 Morrison Ave.
Pueblo, CO 81005

C&S Investments,
33776 Ford Rd.
Pueblo, CO 81006

Adriana Aragon
2123 E. 11th
Pueblo, CO 81001

Judith and Jimmie Arko
205 Van Buren
Pueblo, CO 81005

Heidi Wodiuk
217 E. Pitkin Ave.
Pueblo, CO 81004

Julia Roten-Valdez
Red Earth Properties LLC
27 Dunsmere Ave.
Pueblo, CO 81004

Michael Papa
GK+K Invest. Prop., LLC
615 W. 24th St
Pueblo, CO 81003

Jesse Gallegos
904 E. 1st St.
Pueblo, CO 81001

Janette Stidham
2407 W. 13th St.,
Pueblo, CO 81003

Michael Gilmore
1602 E. 14th St.
Pueblo, CO 81001

Angelo Uriah Trujillo
1704 Spruce St.
Pueblo, CO 81004

Earl Robinson
2207 N. Greenwood St.
Pueblo, CO

Isador Roybal
1403 E. 6th St.
Pueblo, CO 81001

Shannon Andrew
3709 Fairfield Lane
Pueblo, CO 81005

Annette Nieto
2211 W.14th
Pueblo, CO 81003

Lori Ruth Brooks
2708 Poplar St.
Pueblo, CO 81004

_____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT ACCOUNT ED2503 - ST CHARLES IND PK INFRASTRUCTURE, TRANSFERRING $8,000,000.00 FROM THE UNAPPROPRIATED FUND BALANCE OF THE HALF-CENT SALES TAX FUND FOR ECONOMIC DEVELOPMENT, AND BUDGETING AND APPROPRIATING $8,000,000.00 INTO PROJECT ACCOUNT ED2503

SUMMARY:

This Ordinance establishes a new project account (ED2503 - St Charles Ind Pk Infrastructure), transfers funds in the amount of $8,000,000.00 from the unappropriated fund balance of the half-cent sales tax fund for economic development, and budgets and appropriates those funds into the new account for the purpose of funding planning, design, and construction of public improvements necessary to facilitate future development of properties located in the St. Charles Industrial Park.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance establishes a new finance project account and budgets and appropriates half-cent sales tax funds for economic development in the amount of $8,000,000.00 that will be used to plan, design, and construct public improvements serving properties in the St. Charles Industrial Park.

FINANCIAL IMPLICATIONS:

Funds in the amount of $8,000,000.00 will be transferred from the unappropriated fund balance of the half-cent sales tax funds for economic development and deposited, budgeted, and appropriated into project account ED2503 - St Charles Ind Pk Infrastructure. This appropriation meets the criteria for a use authorized under Sec. 14-

4-85.5 (3) of Pueblo Municipal Code.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this ordinance.

STAKEHOLDER PROCESS:

Not applicable to this ordinance.

ALTERNATIVES:

Failure to approve this ordinance will preclude the City from constructing required public infrastructure improvements necessary to facilitate further development of properties in and near the St. Charles Industrial Park.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT ACCOUNT ED2503 - ST CHARLES IND PK INFRASTRUCTURE, TRANSFERRING $8,000,000.00 FROM THE UNAPPROPRIATED FUND BALANCE OF THE HALF-CENT SALES TAX FUND FOR ECONOMIC DEVELOPMENT, AND BUDGETING AND APPROPRIATING $8,000,000.00 INTO PROJECT ACCOUNT ED2503

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

SECTION 1.

Project Account ED2503 - St Charles Ind Pk Infrastructure is hereby established.

SECTION 2.

Funds in the amount of $8,000,000.00 are hereby transferred from the unappropriated fund balance of the half-cent sales tax funds for economic development and deposited, budgeted and appropriated into Project Account ED2503 - St Charles Ind Pk Infrastructure.

SECTION 3.

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

SECTION 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 Ordinance

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A QUITCLAIM DEED FROM RUTH LORRAINE GUERIN FOR PROPERTY LEGALLY DESCRIBED AS LOTS 43-46, BLOCK 15, SUNNYSIDE SUBDIVISION, COUNTY OF PUEBLO, STATE OF COLORADO

SUMMARY:

This Ordinance codifies City Council's approval and acceptance of a Quitclaim Deed for land legally described as Lots 43-46, Block 15, Sunnyside Subdivision, County of Pueblo, State of Colorado.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is located within the Sunnyside Subdivision, east of Lake Minnequa. It is an approximately 1/4-acre residential parcel containing a condemned residential structure that was damaged by a fire while the previous property owner was in the hospital. No property insurance policy was in effect on the date of loss. The property owner passed away in April and conveyed the property to his sister, Ms. Ruth Lorraine Guerin, just before his death.

Ms. Guerin accepted ownership of the Berkley property on April 14, 2025 so that she could, in good faith, start the cleanup and abatement process. She hired a contractor to demolish the remains of the structure and clean up the lot. Unfortunately, the contractor, Southern Built Fence and Landscape, LLC, was not licensed to do business in the City and was not licensed with the Pueblo Regional Building Department for the type of work being performed.

Based on the extent of damage to the structure and the partial (unpermitted) removal of the burned building materials on site (including the disturbance of suspected asbestos-

containing materials) by the unlicensed contractor, the abatement will require an open-air abatement which will require approval from CDPHE. At this time, costs for the remediation are anticipated to be approximately $50,000 - far in excess of the value of the property, itself.

Because of the ongoing concerns raised by City Council regarding the lengthy timeframe required to go through the "normal" condemnation and demolition process, and because there are no private financial resources or insurance proceeds available to abate the property, Ms. Guerin has offered to convey the property directly to the City. This path will expedite the abatement work and facilitate return of the property to its highest and best use as quickly as possible. A separate contract award will be presented to City Council for the required demolition project.

FINANCIAL IMPLICATIONS:

If approved, there are no direct financial implications to the City associated with acceptance of the property. The City will be required to undertake the required remediation work, but it will have ownership of the property and, with Council's approval, can either sell the land or enter into a development agreement with a builder who can construct a new home on the property.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this Ordinance will preclude the City from accepting the deed.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. QCD - L43-46 B15 Sunnyside (251003)

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A QUITCLAIM DEED FROM RUTH LORRAINE GUERIN FOR PROPERTY LEGALLY DESCRIBED AS LOTS 43-46, BLOCK 15, SUNNYSIDE SUBDIVISION, COUNTY OF PUEBLO, STATE OF COLORADO

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

SECTION 1.

The Quitclaim Deed ("Deed") conveying a parcel of land to the City of Pueblo, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted.

SECTION 2.

The City Clerk is directed to cause said Deed to be recorded in the office of the Pueblo County Clerk and Recorder forthwith.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 3rd day of October, 2025 between Ruth Lorraine Guerin (hereinafter referred to as "Grantor"), and the City of Pueblo, Colorado, a Colorado municipal corporation, whose legal address is 1 City Hall Place, Pueblo, Colorado 81003 (hereinafter referred to as "Grantee"):

WITNESSESTH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, and QUITCLAIMED, and by these presents does remise, release, sell, and QUITCLAIM unto Grantee and Grantee's heirs, successors, and assigns, forever, all the right, title, interest, claim, and demand which Grantor has in and to the real property, together with improvements, if any, situate, lying, and being in Pueblo County, State of Colorado, described as follows:

LOTS 43 – 46, BLOCK 15, SUNNYSIDE SUBDIVISION
COUNTY OF PUEBLO, STATE OF COLORADO

commonly known as 2810 Berkley Avenue, Pueblo, Colorado, 81004.

Documentary Fee - none, exempt. The City of Pueblo, a Colorado municipal corporation, ("City") is a political subdivision of the State of Colorado and is exempt from the Documentary Fee pursuant to C.R.S. § 39-13-104.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee and Grantee's heirs, successors, and assigns forever.

IN WITNESS WHEREOF, this Quitclaim Deed is executed by Grantor to be effective the day and year first above written.

GRANTOR:

By Ruth Lorraine Guerin
Ruth Lorraine Guerin

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me on this 3rd day of October, 2025 by Ruth Lorraine Guerin.

Witness my official hand and seal.

My commission expires: 12/04/2027.

Notary Public

DOMINIC ISAIAH MARTINEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234045378
MY COMMISSION EXPIRES DECEMBER 04, 2027

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND TRUSSWORKS OPERATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

SECTION 1.

The License Agreement by and between Pueblo, a Colorado municipal corporation, and Trussworks Operations, LLC, a Delaware limited liability company, a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached License Agreement which are necessary or appropriate to implement the transactions described therein.

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director
Jeff Shaw
PEDCO

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND TRUSSWORKS OPERATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a License Agreement by and between the City of Pueblo, a Colorado municipal corporation, and Trussworks Operations, LLC, a Delaware limited liability company ("Trussworks").

PREVIOUS COUNCIL ACTION:

By Ordinance No. 11032, City Council approved an Employment Agreement and Contract to Buy and Sell Real Estate with Trussworks.

BACKGROUND:

Trussworks is a manufacturing company based in Texas, which makes roof trusses, floor trusses, and wall panels to support residential and multifamily builders in multiple states. They are looking to expand their operations into the Mountain West states to support their growth. On September 8, 2025, City Council approved an Employment Agreement with Trussworks and in conjunction with that Employment Agreement, a Contract to Buy and Sell Real Estate for the property located at 33850 United Avenue in the Airport Industrial Park (the "Property").

Trussworks chose the Property because of its proximity to the railroad tracks and the availability of the railroad tracks to receive materials and ship their manufactured trusses. The attached License Agreement grants Trussworks access over and onto City-owned property for the purpose of loading and offloading materials, equipment, and supplies from the railroad track located within the licensed areas, and other related

and necessary incidental uses.

This License Agreement is needed to complete the parties' agreement. The Parties anticipate closing on the sale of the Property on or before November 7, 2025.

FINANCIAL IMPLICATIONS:

There will be no direct financial impact to the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, Trussworks may not locate its new facility in Pueblo, Colorado.

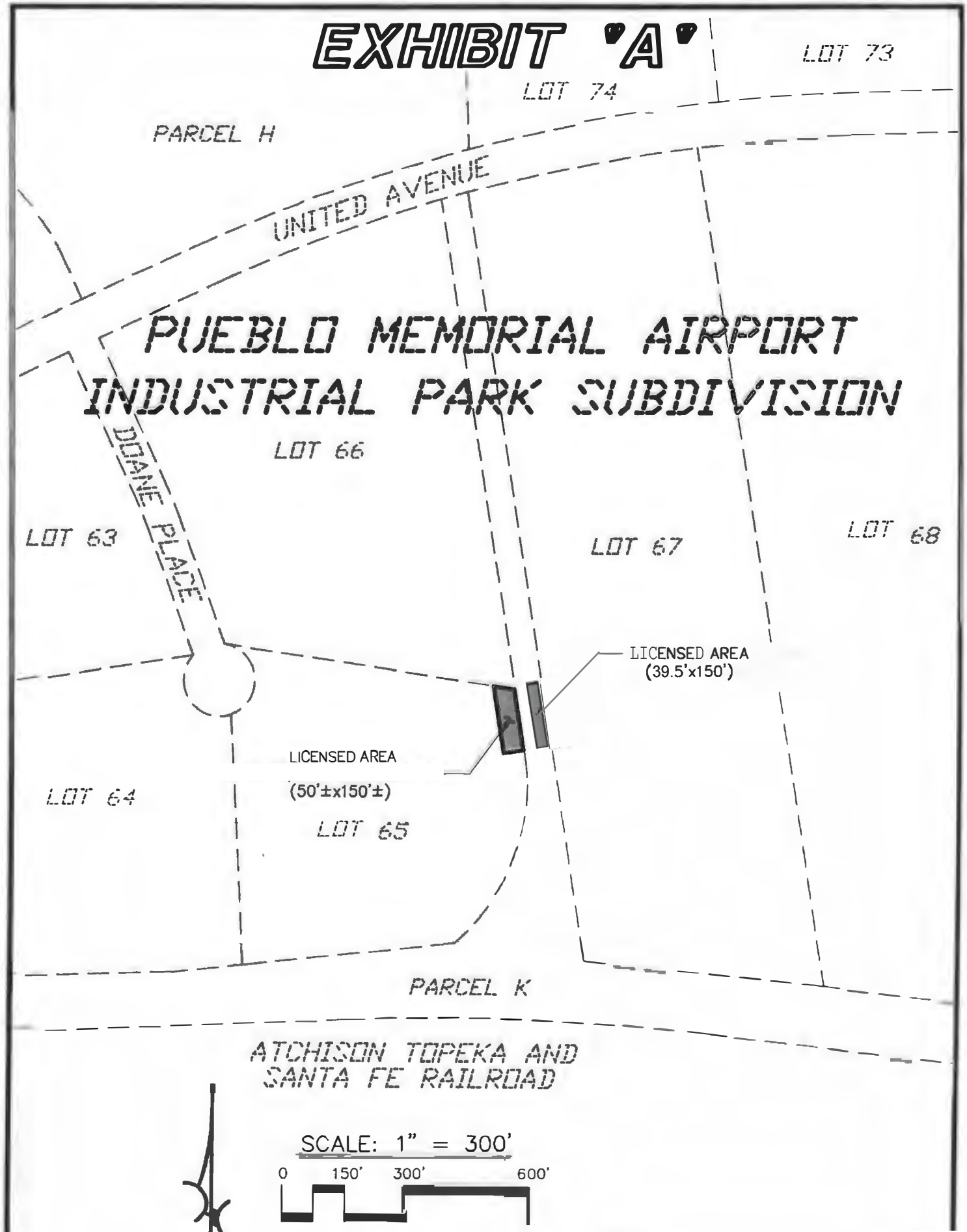
RECOMMENDATION:

The Pueblo Economic Development Corporation recommends approval of this Ordinance.

ATTACHMENTS:

1. Trussworks Rail License Agreement Exhibit A
2. Trussworks Revocable License Agreement

EXHIBIT "A"



NOTE:
THIS EXHIBIT WAS NOT PREPARED AS A MONUMENTED LAND SURVEY, AND WAS ONLY PREPARED TO DEPICT THE ATTACHED LAND DESCRIPTION.

EXHIBIT "A"

LICENSED AREA
LEGAL DESCRIPTION

Two parcels of land for the purpose of loading, offloading, and temporarily staging lumber, equipment, and supplies delivered by rail, and to install temporary improvements in the northwest one-quarter of Section 29, Township 20 South, Range 63 West of the 6th Principal Meridian, in the County of Pueblo and State of Colorado, and being more particularly described as follows:

A parcel of land located within Lot 65 of PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION as filed for record on October 11, 1995 Reception No. 1096136 in the records of the Pueblo County Clerk and Recorder.

Considering the north line of Section 30, Township 20 South, Range 63 West, as shown on the plat of the PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION to bear N. 89° 52' 27" E., and all bearings contained herein being relative thereto.

Beginning from the northeast corner of the aforementioned Lot 65 of PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION thence S. 08° 39' 07" E. along the east line of said Lot 65, a distance of 150.00 feet; thence S. 81° 20' 53" W., a distance of 50.00 feet; thence N. 08° 39' 07" W., a distance 165.50 feet to a point on the north line of said Lot 65, thence S. 81° 25' 54" E., a distance of 52.35 feet to the Point of Beginning.

Said parcel containing 0.18 acres more or less.

AND

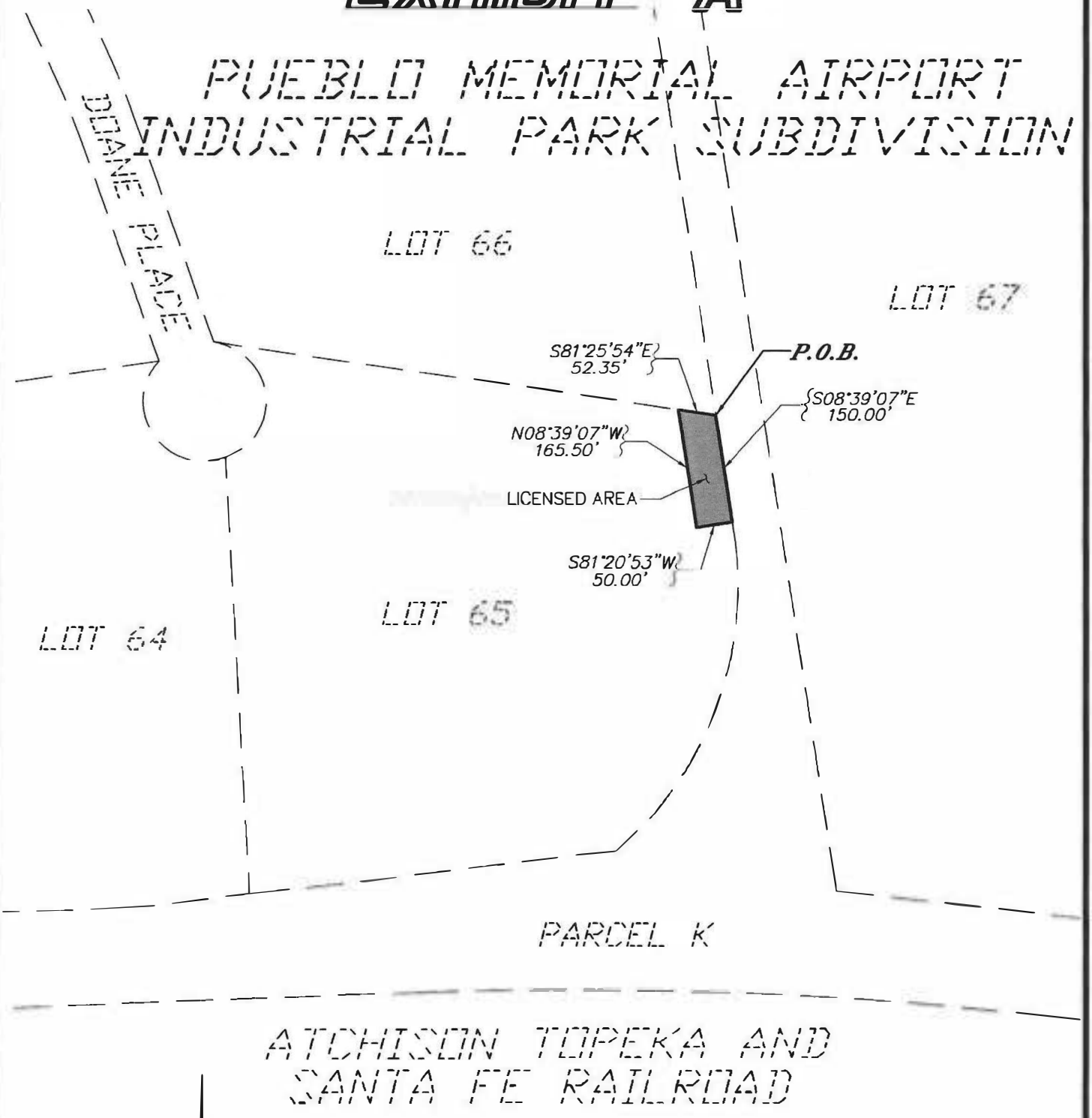
A parcel of land located within Parcel K of PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION as filed for record on October 11, 1995 Reception No. 1096136 in the records of the Pueblo County Clerk and Recorder.

Considering the north line of Section 30, Township 20 South, Range 63 West, as shown on the plat of the PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION to bear N. 89° 52' 27" E., and all bearings contained herein being relative thereto.

Commencing from the southwest comer of the aforementioned Lot 67 of PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION; thence N. 08° 39' 07" W. along the west line of said Lot 67, a distance of 530.18 feet to the Point of Beginning; thence N. 08° 39' 07" W. along said west line of Lot 67, a distance of 150.00 feet; thence S. 81° 20' 53" W., a distance 39.50 feet; thence S. 08°39'07" E., a distance of 150.00 feet; thence N. 81° 20' 53" E., a distance of 39.50 feet to the Point of Beginning.

Said parcel containing 0.14 acres more or less.

EXHIBIT "A"



LEGEND

P.O.B. POINT OF BEGINNING

TOTAL ACREAGE

7887.424 S.F.
0.181 ACRES

SCALE: 1" = 200'

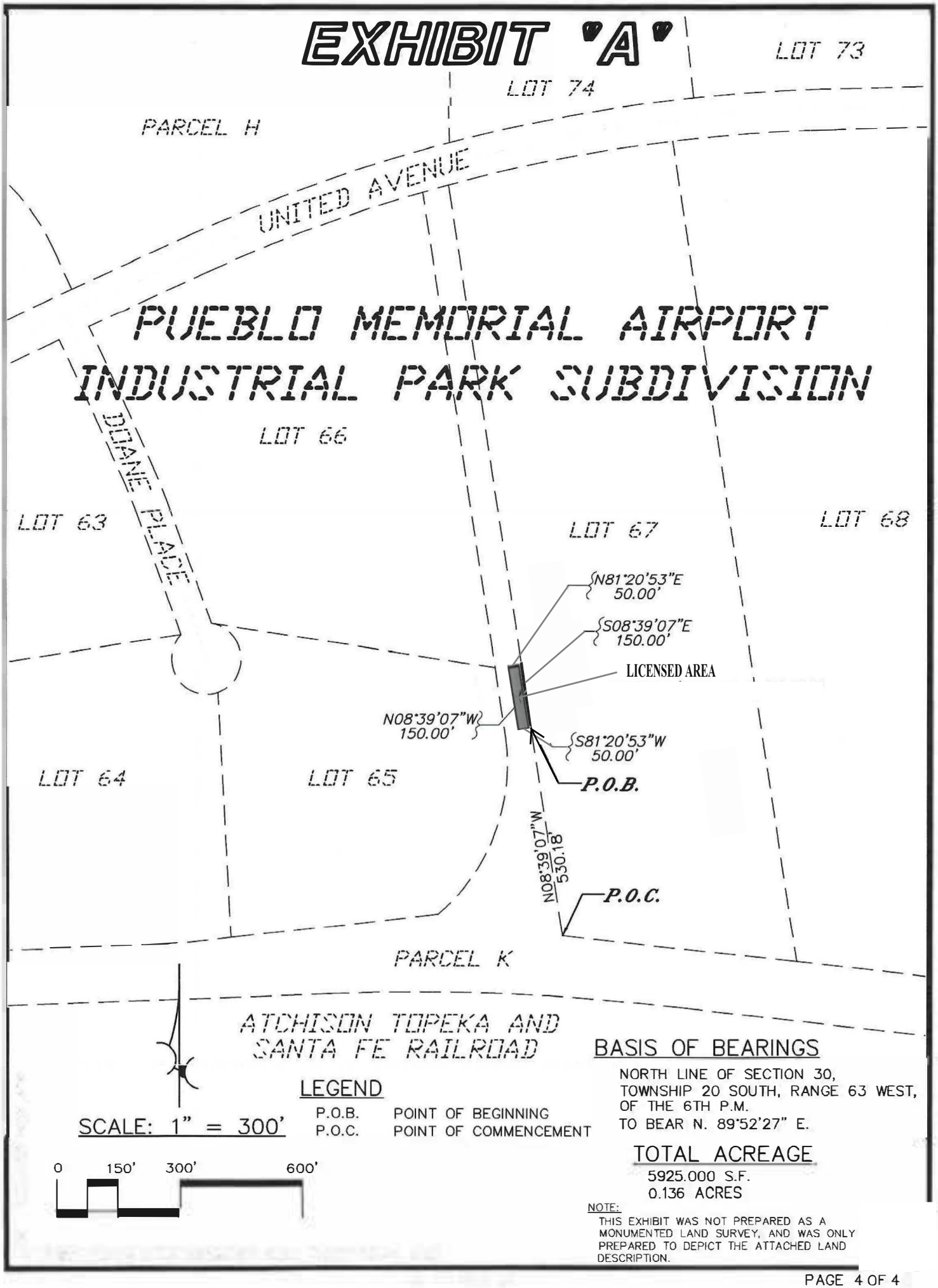
0 100' 200' 400'

BASIS OF BEARINGS

NORTH LINE OF SECTION 30,
TOWNSHIP 20 SOUTH, RANGE 63 WEST,
OF THE 6TH P.M.
TO BEAR N. 89°52'27" E.

NOTE:
THIS EXHIBIT WAS NOT PREPARED AS A MONUMENTED LAND SURVEY, AND WAS ONLY PREPARED TO DEPICT THE ATTACHED LAND DESCRIPTION.

EXHIBIT "A"



SCALE: 1" = 300'

0 150' 300' 600'

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

BASIS OF BEARINGS

NORTH LINE OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 63 WEST, OF THE 6TH P.M. TO BEAR N. 89°52'27" E.

TOTAL ACREAGE

5925.000 S.F.
0.136 ACRES

NOTE:
THIS EXHIBIT WAS NOT PREPARED AS A MONUMENTED LAND SURVEY, AND WAS ONLY PREPARED TO DEPICT THE ATTACHED LAND DESCRIPTION.

REVOCABLE LICENSE AGREEMENT

This License Agreement ("License") is entered into as of the effective date by and between the City of Pueblo ("Licensor"), a Colorado municipal corporation, and Trussworks Operations, LLC ("Licensee"), a Delaware limited liability company.

1. Grant of License.

(a) Licensor grants Licensee a non-exclusive, revocable license to enter and use the areas described in Exhibit A ("Licensed Area") for the purpose of loading, offloading, and temporarily staging lumber, equipment, and supplies delivered by rail.

(b) This License shall be effective as of the last date signed by the Parties below ("Effective Date").

2. Conditions of Use.

(a) Licensee shall not install, locate or erect or cause to be installed, located, or erected any gates across or within the Licensed Area.

(b) Licensee may install, locate and erect improvements or facilities on the Licensed Area only upon the prior written approval of the Licensor.

(c) Licensee shall not install, locate or erect or cause to be installed, located, or erected within the Licensed Area any improvements or facilities including but not limited to track scales, unloading pit, loading or unloading device, adjustable loading dockets, buildings, or any other structure which will impair the applicable lateral or vertical clearances required by any government, agency, or entity having an interest in or authority over the railroad track or Licensed Area. Licensee shall submit to the applicable government, agency, or entity the plans and specifications for such facilities, and shall secure all required approvals thereof before construction of such facilities is undertaken.

(d) Licensee shall keep the Licensed Area and all facilities placed thereon in good, clean and safe condition and repair, free from litter, waste, and debris.

(e) Licensee understands and acknowledges its use of the railroad track and Licensed Area is non-exclusive and may impact other downstream users. Therefore, Licensee shall, to the maximum extent possible, coordinate its use of the Licensed Area and the adjacent City-owned rail line with all property owners served by the rail line as well as BNSF Railroad or any other rail company which may operate thereon, in order to minimize the duration of any impacts to rail ingress, egress, and/or access to and from said properties. Under no circumstance, shall Licensee cause or allow the usage or blockage of the railroad track for more than twenty-four (24) hours without approval of the City's Director of Public Works.

3. Revocation and Amendment.

(a) Licensee acknowledges and agrees that this License is temporary and subject to revocation or termination by the City, in its sole discretion, for any reason or no reason, without liability to the City by giving Licensee at least ninety (90) days' written notice of revocation or amendment.

(b) Notwithstanding the foregoing, Licensor may terminate this License immediately and without prior notice if, in its sole judgment, any of the following or similar events occur:

(i) Any unlawful, hazardous, or unsafe activity presenting imminent danger to the public, city employees, or property.

(ii) A material breach of the terms and conditions of this License, including unauthorized construction, alternations, or use of the Licensed Area.

(iii) Failure to obtain or maintain required governmental approvals, permits, or insurance.

(iv) Any action that creates a risk of liability for the City or violates federal, state, or local laws/regulations.

(v) Discovery that Licensee's use threatens the operations, safety, or compliance obligations under related agreements, including but not limited to the Industry Track Agreement dated January 3, 1992, by and between the Atchison, Topeka, and Santa Fe Railroad Company, the City of Pueblo, and Doane Products Company.

(vi) Use or storage of unauthorized hazardous or prohibited substances on the premises.

(vii) Fraud or material misrepresentation to the City in relation to the license.

(c) This Licensee shall terminate upon the occurrence of any one of the following events:

(i) abandonment or non-use by Licensee for a period of twelve (12) consecutive months;

(ii) surrender or cancellation of the License in writing by the Licensee; or

(iv) revocation of the License as set forth in paragraphs 3(a) and (b) above.

(d) The termination of this License shall not relieve Licensee from Licensee's obligations pursuant to paragraph 2(c) until the improvements and facilities have been removed pursuant to paragraph 5 below.

4. Insurance and Indemnification.

(a) Licensee shall keep and maintain commercial general liability insurance covering the Licensed Area and any facilities or improvements made thereon in amounts not less than $1,000,000 combined single limits per occurrence and aggregate, naming the City as an additional insured and such insurance policy shall contain a waiver of rights of subrogation against the City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this License to be automatically revoked.

(b) Licensee 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 License or the conditions hereof, or the existence, construction, installation, repair or maintenance of the improvements in the Licensed Area, or the use of the Licensed Area or improvements by Licensee, its officers, agents, employees, or general public.

5. Restoration.

Upon expiration, revocation, or termination of this License, or abandonment of the Licensed Area, Licensee shall, at its sole cost and expense, promptly remove all improvements or facilities and restore the Licensed Area to its original condition.

6. No Interest in Real Property.

This License does not convey any interest or estate in real property and is personal to Licensee. Neither this License nor the privileges granted to Licensee hereby, may be conveyed, assigned, transferred, or sublet by Licensee without the prior written consent of the City. Any attempted conveyance, assignment, transfer or subletting of the License or Licensed Area without the written consent of the City shall be void and of no effect and shall cause this License to be automatically revoked.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date last signed below.

LICENSOR:
PUEBLO, a Colorado Municipal Corporation

ATTEST: By _____
Heather Graham, Mayor

_____
Marisa Stoller, City Clerk

LICENSEE: Trussworks Operations, LLC,
a Delaware limited liability company

By_____

Name:_____

Title:_____

COUNTY OF _____)
) ss.
STATE OF _____)

The foregoing instrument was acknowledged before me in _____ County, _____ this _____ day of October, 2025 by _____ as _____ of Trussworks Operations, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires:_____.

[S E A L]

_____
Notary Public

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A SUBLEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a sublease agreement between the City and the Pueblo Depot Activity Development Authority for the City's use of facilities at PuebloPlex.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City has entered into a contract to sell a property located at 33580 United Ave. to Trussworks, LLC a company that has entered into an economic development agreement with the City to establish a manufacturing facility at that location. That properly currently houses impounded vehicles held by the Pueblo Police Department which must be relocated prior to the property being conveyed to Trussworks. Staff has coordinated a proposed lease agreement with the Pueblo Depot Activity Development Authority for use of a 45,000-square foot warehouse that would be suitable for securely storing the impounded vehicles.

FINANCIAL IMPLICATIONS:

Under the terms of the proposed lease, the City will pay $33,750 quarterly ($135,000 annually) for use of the warehouse facility plus utilities as well as the cost for installing and maintaining any security systems that may be required. It is intended that the lease will be executed once the ordinance is approved with an estimated effective date for the agreement on or about November 1, 2025. Funds for the lease payments in 2025 will be paid from salary savings within the 2025 Police Department operating

budget. Funds for the 2026 lease payments will be paid from the 2026 Police Department operating budget, subject to appropriation by City Council.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City of Pueblo will not be able to execute the PuebloPlex lease, delaying the Trussworks economic development project.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Tenant Building Sublease 2025

ORDINANCE NO.

AN ORDINANCE APPROVING A SUBLEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Sublease Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Pueblo Depot Activity Development Authority, a copy of which is attached hereto ("Agreement"), having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 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

PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY SUBLEASE

THIS SUBLEASE, is entered into by and between the Pueblo Depot Activity Development Authority, hereinafter referred to as "PuebloPlex", and City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "Sublessee."

WITNESSETH:

The Secretary of the Army, on behalf of the United States (hereinafter referred to as the "Secretary") by the Authority of Title 10, United States Code, Section 2667, has leased the property described below as the "Subleased Premises" to PuebloPlex, and PuebloPlex, by this document and pursuant to the authority contained in that Lease and Section 29-23-108, Colorado Revised Statutes, hereby subleases the Subleased Premises to the Sublessee.

1. SUBLEASED PREMISES

a. In exchange for the consideration provided herein, and subject to the terms and conditions set forth herein, PuebloPlex does hereby sublease to the Sublessee the following described property, herein referred to as the "Subleased Premises", located in the County of Pueblo, State of Colorado, to wit:

REAL PROPERTY AND INSTALLED PERSONAL PROPERTY

Building No.	Description	Square Feet	Associated Land	Rent Per Annum
590 E	Building	45,000	N/A	$3.00/sq ft

Rental rate to increase annually by 1% starting on 1/1/27.

PERSONAL PROPERTY NOT INSTALLED

Inventory #	Description	Rent Per Annum
N/A		

Assessor's Parcel No.: Exempt

2. RENT, SECURITY, TAXES, IMPROVEMENTS, UTILITIES AND SERVICES

a. As consideration for this Sublease, Sublessee will pay rent quarterly to PuebloPlex for the above-described real property and personal property in the rent amounts indicated above. Rental for a period of less than one year shall be prorated accordingly.

Sublessee hereby agrees to the following Property Taxes, Tenant Improvement, and Utilities and

Services terms:

Security Deposit:	None
Property Taxes:	$0.00 tax annually to be paid by Sublessee. Sublessee will
Tenant Improvements:	provide all property improvements, if needed, including utility connections at Sublessee's sole expense.
Utilities and Services:	Sublessee will be responsible for electricity charges at a reduced rate until Chemical Materials Activity (CMA-West) formerly Pueblo Chemical Depot (PCD) closure. CMA West will provide security and emergency services until CMA West closure.

b. Rental payments shall be made payable to the order of the Pueblo Depot Activity Development Authority (PuebloPlex) and delivered to 45825 CO HWY 96 E, Building 46N, Pueblo, Colorado 81006.

c. All rent payments are due at the beginning of each quarter (January 1, April 1, July 1, and October 1) to PuebloPlex. Any rent or other debt not paid to PuebloPlex within 30 days of its due date is considered to be a late payment. PuebloPlex may, but is not required to, send notice(s) of rent due, or any other debt owed by Sublessee to PuebloPlex. Upon receipt of any such notice, Sublessee will remit payment to PuebloPlex so that PuebloPlex receives payment within 30 days of any such notice sent.

d. Late payment of rent and other debts owed to PuebloPlex by the Sublessee will be subject to a late charge of 10%, plus all recoverable administrative and legal costs, including attorney's fees, required and incurred by PuebloPlex to process and collect such late payments and penalties. All penalties will continue to accrue from the date due until the debt is paid in full. All payments received will be applied first to any accumulated late charges, then administrative and legal expenses and costs, and lastly to the unpaid rental or other payment balance.

e. Any dishonored checks from Sublessee to PuebloPlex for payment of rent or other debts will be subject to a $50.00 charge.

3. TERM

a. The initial term of this Lease shall commence immediately upon the date of final execution of the lease by either Sublessee or PuebloPlex, and expire on December 31, 2026 (the "**Initial Term**"). Thereafter, this Lease renews for successive renewal terms of twelve (12) months each, commencing on January 1 and expiring on December 31 of each lease year until terminated in accordance with the terms and conditions of this Lease (each a "**Renewal Term**") (the Initial Term, together with any Renewal Term(s), collectively, the "**Term**").

b. The Sublessee shall have the nonexclusive option to extend the original term of this Sublease for a successive one-year terms, but as a maximum, such terms shall end the 30th day of November, 2027. Upon the expiration of the last term ending November 30, 2027, the parties may enter into good faith negotiations to offer the Sublessee additional one (1) year options for five (5) more consecutive years for the Subleased Premises provided the Master Lease between

PuebloPlex and the United States Army has been extended beyond November 30, 2027, and/or the property has been transferred to PuebloPlex.

c. If the Sublessee desires to terminate this Sublease, it shall give written notice to PuebloPlex of its desire to terminate the Sublease at least one hundred and twenty (120) days prior to the time of termination and prior to the original term of this Sublease, or any subsequent term expires as stated above in Paragraph 3. At the time when such notice is given, there shall not be any uncured event of default on the part of the Sublessee.

d. If PuebloPlex desires to terminate this Sublease, and there has been no default by Sublessee as described herein, or termination of the Master Lease as described herein, PuebloPlex shall give written notice of such termination to the Sublessee of its desire to terminate this Sublease at least one hundred and twenty (120) days prior to the time of termination and prior to the original term of this Sublease expires, as stated above in Paragraph 3.a., or an extended term expires as provided in Paragraph 3.b.

e. Upon termination of this Sublease other than as a result of termination or failure to extend the Master Lease, any structures and/or improvements made on or to the Subleased Premises shall be completely removed by Sublessee, at Sublessee's sole expense, unless PuebloPlex, in its sole discretion and in writing, agrees that such structures and/or improvements can remain on the Subleased Premises. Any structures and/or improvements that PuebloPlex determines may remain on the Subleased Premises shall be deemed owned solely by PuebloPlex upon termination of the Sublease and Sublessee will have no ownership rights or claims to any such structures and/or improvements. Upon assuming ownership of such structures and improvements PuebloPlex shall assume responsibility for all prospective costs and expenses associated with such structures and Improvements and all prospective liability arising in connection with such structures and improvements.

f. In addition, the original term of this Sublease, as well as the nonexclusive option to extend the term of this Sublease, is specifically subject to there being no event of default or termination of the Master Lease between the Secretary and PuebloPlex whether caused by default of its provisions by the Sublessee, PuebloPlex, or simply due to the authority of the Secretary to terminate the Lease for reasons other than default. PuebloPlex agrees to provide Sublessee with copies of any notices of default received by PuebloPlex with respect to the Master Lease.

4. USE AND ACCESS OF THE SUBLEASED PREMISES

a. The sole purposes for which the Subleased Premises and any improvements thereon may be used are as described in "Description of Use Exhibit 1", attached hereto and made a part hereof. In addition, Sublessee understands and agrees that background checks are conducted when access is requested for the Sublessee, its agents, guests, or associates and access may be denied. (See Exhibit 3, attached hereto and made a part hereof.)

5. MASTER LEASE CONDITIONS

a. The Master Lease is incorporated herein by this reference. This Sublease is subject to the terms and conditions of the Master Lease. Approval of this Sublease by the District Engineer or his authorized representative does not modify and/or delete any of the terms and conditions of the Master Lease. Further, any conflicts between the terms and conditions of the Master Lease and the terms and conditions of the Sublease will be resolved in favor of the Master Lease.

b. The Sublessee fully understands and agrees that PuebloPlex's Lease of the Subleased Premises and PuebloPlex's right to sublease these premises to the Sublessee are derived from, and governed by, the conditions set forth in its Master Lease with the Secretary. It is the intent and purpose of this Condition No. 5 to bind and obligate the Sublessee to compliance with said conditions to the same extent as PuebloPlex is bound and obligated hereunder. All rights of the Sublessee in and to the Subleased Premises are acknowledged by the Sublessee to be limited by and shall be no greater than those of PuebloPlex derived from the Master Lease.

c. Where the conditions of the Master Lease refer to "Leased Premises", this shall mean the "Subleased Premises" for the interpretation of this Sublease. Where the conditions of the Master Lease refer to "lease", this shall mean the "sublease" for the interpretation of this Sublease.

d. As between PuebloPlex and Sublessee only, the following terms and conditions of the Master Lease are clarified:

- No. 2. Condition 2.a. is applicable to the Sublessee, but conditions 2.b. and 2.c. are not applicable to the Sublessee.

- No. 4. The Sublessee shall have no authority to terminate the Master Lease, it being understood that this authority is retained exclusively by the Secretary and PuebloPlex.

- This Sublease may not be terminated or relinquished by the Sublessee except under such terms and conditions as may be mutually agreeable to in this Sublease or another written document agreed to between PuebloPlex and Sublessee and signed by both parties.

- In no event shall rent paid as consideration be returned to the Sublessee if termination is within the last 120 days of the Sublease's term.

- No. 5 is not applicable to the Sublessee.

- No. 6. All notices, communications and correspondence given pursuant to this sublease , shall be in writing and addressed as set forth below in Paragraph 10.

- No. 9. PuebloPlex and the Sublessee have performed a joint inventory and condition survey of the Subleased Premises prior to the Sublessee occupying the Subleased Premises. Upon the expiration, revocation or termination of this Sublease, a closeout inventory and condition survey shall be prepared by PuebloPlex and the Sublessee. All significant variances from the initial survey shall be clearly documented in a closeout report prepared by PuebloPlex. This closeout report shall constitute the basis for settlement between the parties hereto for any

of the Subleased Premises shown to be lost, damaged, contaminated, or destroyed during the term of the Sublease. Also, the Sublessee shall be liable to PuebloPlex in the amount and to the same extent as PuebloPlex will be liable to the United States Government.

- No. 10. In addition, prior written consent of PuebloPlex is required in advance of any proposed transfers, assignments, or subleasing by Sublessee.

- No. 11. The Sublessee hereby agrees to and specifically accepts the obligation to pay the provider for the cost of utilities, if applicable.

- No. 13. The Sublessee shall be responsible for the acquisition and premium payments for all insurance required in Master Lease Condition No. 13. Furthermore, the Sublessee acknowledges that neither the Secretary nor PuebloPlex have insurance coverage of Subleased Premises contents owned by the Sublessee, and it is the Sublessee's responsibility to insure its contents if it desires coverage. The Sublessee shall require its insurance company to furnish to PuebloPlex a copy of the policy or policies or certificates evidencing the purchase of such insurance.

- No. 14. In addition to the rights of the United States to enter the Subleased Premises, as described in Condition 14 of the Master Lease, PuebloPlex shall have an equivalent right to enter the Subleased Premises in connection with its government purposes, including, but not limited to, those obligations of PuebloPlex contained in the provisions of the Master Lease.

- No. 15. PuebloPlex shall not be responsible for loss or damages to property or injuries or death to persons which may arise from or be incident to the exercise of the rights or privileges herein granted, or for damages to the property of the Sublessee, or for damages to the property or injuries to the person of the Sublessee's officers, agents, employees, or others who may be on the Subleased Premises at their invitation or the invitation of any one of them, and the Sublessee shall, to the extent allowed by law, indemnify and hold PuebloPlex harmless from any and all such claims, not including damages due to default or negligence of PuebloPlex or its contractors. This indemnification includes, but is not limited to, any claims of third parties arising out of or from accidents and environmental releases caused by the Sublessee, its officers, agents, employees, or invitees. Further, the Sublessee shall, to the extent allowed by law, indemnify and hold harmless PuebloPlex from any costs, expenses, liabilities, fines, or penalties resulting from discharges, emissions, spills, storage, disposal, or any other action by the Sublessee giving rise to PuebloPlex liability, civil or criminal, or responsibility under the Federal, State, or local environmental laws, including any such liability of PuebloPlex to the United States pursuant to the provisions and conditions of the Master Lease. The Sublessee shall also, to the extent allowed by law, indemnify and hold harmless PuebloPlex for any other costs, expenses, liabilities, or obligations that PuebloPlex incurs or is determined to be liable for to the United States pursuant to the provisions and conditions of the Master Lease due to the activities of the Sublessee, its officers, agents, employees, or invitees in connection with this Sublease. Sublessee understands, and hereby agrees, that the provisions of this Condition 15 shall survive the expiration or termination of this Sublease.

- No. 16. Title to vehicles stored in the facility shall not revert to the United States.

to execute any bill of sale, title, or other documents provided by law to properly transfer clear title to any purchaser of said personal property under the provisions of Paragraph 8 below.

- No. 22. The provision of this condition shall be applicable only to claims by the Sublessee against PuebloPlex, and, conversely, those claims of PuebloPlex against the Sublessee. Claims between PuebloPlex and the Sublessee shall be resolved in the manner provided for under Colorado law, or as otherwise provided in the terms and conditions of this Sublease.

- No. 23 . As provided in Condition 15 above, and to the extent permitted by law, the Sublessee shall be liable for and shall indemnify and hold harmless PuebloPlex for any environmental liabilities attributable to the actions of the Sublessee, its officers, employers, agents, or invitees in connection with this Sublease provided.

- No. 34. The Sublessee acknowledges that Pueblo County Property Taxes will be levied on the real and personal property of the Subleased Premises if the Sublessee is a taxable entity and the Sublessee agrees to pay these Pueblo County Property Taxes. The Sublessee will cooperate with PuebloPlex and Pueblo County Assessor to determine the assessed value of the Subleased Premises. The Sublessee will pay the estimated Pueblo County Property Taxes annually in advance to PuebloPlex, and PuebloPlex shall hold these funds and pay the Pueblo County Treasurer on or before the date tax payment is due. The estimated Pueblo County Property Taxes for the initial term of the Sublease are as stated above in Paragraph 2. If the actual Pueblo County Property Taxes are less than the estimate, the difference will be returned by PuebloPlex to the Sublessee on or before the date payment is due, unless that difference is less than $50.00. Excess tax payments of less than $50.00 will be retained by PuebloPlex and applied to any subsequent tax obligations or returned to the Sublessee upon the termination or expiration of this Sublease. If the actual Pueblo County Property Taxes are greater than the estimate, the difference will be paid by the Sublessee to PuebloPlex before the payment is due.

6. NORMAL REPAIR AND MAINTENANCE RESPONSIBILITIES

PuebloPlex will be responsible for normal repair and maintenance of:

- Utilities;
- Fire sprinkler;
- Fire alarm;
- Fire extinguishers (hand held);
- Heating;
- Ventilation; and
- Roof and building envelope, including doors and windows.

The Sublessee agrees to accept financial responsibility not to exceed the cost of repair of the affected system, for damage caused by Sublessee to the following:

- Utilities;
- Fire sprinkler;
- Fire alarm;

- Fire extinguishers (hand held);
- Heating; and
- Ventilation.

The Sublessee agrees to perform a monthly fire extinguisher inspection and report all bad fire extinguishers to PuebloPlex. Sublessee agrees to be available for monthly PCD Fire Department inspections and perform corrective actions, as required, in a timely matter.

If the maintenance or repair of an above-referenced system requires a contractor or person licensed, certified or registered by a Federal, State or Pueblo County law, then PuebloPlex and Sublessee agree to retain only such qualified contractor or person.

Vehicles stored in the facility shall be placed no less than ten (10) feet apart and Sublessee shall use disposable absorbant pads to capture any dripping fluids from vehicles.

7. MODIFICATIONS

This Sublease contains the entire Agreement between the parties hereto, and no modification of this Agreement, or waiver, or consent hereunder shall be valid unless the same shall be in writing and signed by the parties.

8. TERMINATION, ABANDONMENT, FAILURE TO PAY, ENFORCEMENT OF LIEN, BREACH/DEFAULT OF SUBLEASE

a) TERMINATION—The Sublease automatically terminates at the end of the term set forth in above in Paragraph 3 or when the Sublease is in default. Termination does not relieve the Sublessee of its obligation to have all personal property removed on or before the date of termination, nor relieve the Sublessee of any unpaid rent, taxes, and utility charges. Termination does not relieve the Sublessee of any damage to the premises beyond normal wear and tear that occurred during the term of the Sublease.

b) BREACH/DEFAULT—Breach of the Sublease occurs when the Sublessee fails to perform any obligation or duty set forth in the Sublease or in CRS Article 21.5. A default of the Sublease occurs when the Sublessee fails to correct any breach in a timely manner. Default can be immediate when the breach is so serious as to impose additional risk to either the United States, PuebloPlex, the Sublessee and/or their employees. A serious breach includes, but is not limited to, unsafe operations, unsafe working conditions, environmental contamination or high probability that contamination will occur, absence of required insurance coverage for Workers Compensation, liability, and/or structural damage, storage of contraband, and storage of hazardous materials. PuebloPlex may limit or deny the Sublessee's access to the building of facility during the period of breach; however, the Sublessee shall be afforded reasonable access to correct the breach and/or remove its personal property. Default is a basis for termination. Notwithstanding anything else herein, should PuebloPlex determine Sublessee has committed a serious breach amounting to an immediate default, PuebloPlex shall promptly provide Sublessee with written notice of such breach describing the basis for its determination. Sublessee shall have five (5) business days from receipt of such notice to provide PuebloPlex with evidence that (1) no breach has occurred or (2) that any breach has been remediated or is in the process of being remediated and that remediation will be completed within a reasonable amount of time, in which case no default shall have occurred. PuebloPlex shall have the right to inspect the Subleased Premises to confirm Sublessee's position. Any release of hazardous materials and/or other environmental contamination shall not be grounds for default if the result of or arising from conditions on the property that preceded the beginning of the sublease term.

to impose additional risk to either the United States, PuebloPlex, the Sublessee and/or their employees. A serious breach includes, but is not limited to, unsafe operations, unsafe working conditions, environmental contamination or high probability that contamination will occur, absence of required insurance coverage for Workers Compensation, liability, and/or structural damage, storage of contraband, and storage of hazardous materials. PuebloPlex may limit or deny the Sublessee's access to the building of facility during the period of breach; however, the Sublessee shall be afforded reasonable access to correct the breach and/or remove its personal property. Default is a basis for termination. Notwithstanding anything else herein, should PuebloPlex determine Sublessee has committed a serious breach amounting to an immediate default, PuebloPlex shall promptly provide Sublessee with written notice of such breach describing the basis for its determination. Sublessee shall have five (5) business days from receipt of such notice to provide PuebloPlex with evidence that (1) no breach has occurred or (2) that any breach has been remediated or is in the process of being remediated and that remediation will be completed within a reasonable amount of time, in which case no default shall have occurred. PuebloPlex shall have the right to inspect the Subleased Premises to confirm Sublessee's position. Any release of hazardous materials and/or other environmental contamination shall not be grounds for default if the result of or arising from conditions on the property that preceded the beginning of the sublease term.

9. ACKNOWLEDGEMENT OF EXECUTIVE ORDERS 13658 AND 13706

EXECUTIVE ORDER 13658

a. The parties expressly stipulate this sublease is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

b. Minimum Wages,

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2021, and December 31, 2021, shall be $10.95 per hour (and increasing to $15.00 per hour beginning January 20, 2022). The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2018. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www,wdol.gov (or any successor Web site). The applicable minimum wage is incorporated by reference into this lease.

(3) The Sublessee shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be any duration longer than semi-monthly.

(4) The Sublessee shall be responsible for the compliance by any contractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 USC 214, whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the Sublessee must pay the 14 (c) worker the greater commensurate wage.

c. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Sublessee under this or any other Federal lease with the same prime contractor, so much of the accrued payments or advances as may be considered to pay workers the full amount of wages required by Executive Order 13658.

d. Contract Suspension/Contract Termination/Contract Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the Sublessee, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such an event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

e. The Sublessee may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

f. Nothing herein shall relieve the Sublessee of any obligation under Federal, State, or local law, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State or local law entitle the lessee to pay less than the $9.30 (or the minimum wage as established each January thereafter) to any worker.

g. Payroll Records.

(1) The Sublessee shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker

and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s)

(iii) The rate of rates of wages paid

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Sublessee shall also make available a copy of the lease, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this lease, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The Sublessee shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the Sublessee's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

h. The Sublessee shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

i. Certification of Eligibility. (1) By entering into this contract, the Sublessee (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the Sublessee's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

k. Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

l. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

m. Notice. The Sublessee must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the lessee must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

n. Hold Harmless and Indemnification. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, the contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims,

expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

EXECUTIVE ORDER 13706

a. Executive Order 13706. This sublease is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave. (1) The Sublessee shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any Sublessee, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The Sublessee shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The Sublessee shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The Sublessee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this condition, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contract Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting officer may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this condition may be grounds for other contract terminations of the right to proceed with contract work. In such event, the Government may enter into or arrangements for completion of the work, charging the lessee in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to the Sublessee's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

(1) Any Sublessee performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and Social Security number of each employee;
(ii) The employee's occupation(s) or classification(s);
(iii) The rate or rates of wages paid (including all pay and benefits provided);
(iv) The number of daily and weekly hours worked;
(v) Any deductions made;
(vi) The total wages paid (including all pay and benefits provided) each pay period;
(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
(ix) Dates and amounts of unpaid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
(xi) Any records reflecting the certification and documentation the contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
(xiii) The relevant covered contract;
(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2) (i) If the Sublessee wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will

time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

(ii) If the Sublessee estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (c), the contractor/subcontractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor/subcontractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use paid sick leave during any work time for the contractor.

(3) In the event the lessee is not obligated by the Service Contract Act, the Davis- Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans Disabilities Act (ADA) apply to records or documents created to comply with the record keeping requirements in this lease condition, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Sublessee shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Sublessee shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Sublessee's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The Sublessee shall insert this condition in all of its covered subcontracts and shall require its subcontractors to include this condition in any covered lower-tier subcontracts.

i. Certification of Eligibility. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contract is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, http://www.SAM.gov.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination. (1) The Sublessee may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A Sublessee may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may Sublessee induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this condition.

l. Notice. The Sublessee must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Lessees that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by

the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract provision include disputes between the contractor (or any of its subcontractors) and the contracting officer, the U.S. Department of Labor, or the employees or their representatives.

10. NOTICE

(a) All notices for Sublessee will be sent to:

City of Pueblo
Attn: Mayor's Office
1 City Hall Pl.
Pueblo, CO 81003
Email: mayor@pueblo.us

(b) All notices for PuebloPlex will be sent to:

Pueblo Depot Activity Development Authority
dba: PuebloPlex
45825 CO-HWY 96 E
Building 46N
Pueblo, CO 81006
Email: hq@puebloplex.com

11. CONDITION 11. AUTOMATIC RENEWAL OF SUBLEASED PREMISES will remain the same with the following change:

Sublessee agrees and understands that should Sublessee not wish to continue to rent the Subleased Premises, The Sublessee shall notify PuebloPlex in writing 30 days in advance of intent of non-renewal.

THIS SUBLEASE is executed by PuebloPlex this _____ day of _____, 2025.

By:_____

Title:_____

THIS SUBLEASE is executed by City of Pueblo, a Colorado Municipal Corporation this _____ day of _____, 2025.

By:_____

Title:_____

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 14, 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 $617,492 TO MONUMENT ROOFING OF COLORADO A TECTA AMERICA COMPANY, LLC, FOR PROJECT NO. 25-049, REPLACEMENT OF VARIOUS ROOFS AT WASTEWATER RECLAMATION FACILITY, SETTING FORTH $61,750 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Monument Roofing of Colorado a Tecta America Company, LLC, for Project No. 25-049, Replacement of Various Roofs at Wastewater Reclamation Facility.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

In general, this project will consist of the removal of existing roofing and replacement with new ballasted roofing for the Wastewater Department's administration building, shop building, secondary building, non-potable water building, and Dissolved Air Filtration Thickening (D.A.F.) Building. The existing ballasted roofs are over 15 years old, pulling away from the sides, have multiple leaks (including leaks around skylights), and they cannot be repaired. Replacement is required.

Included in this award are bid alternates 1, 2 and 3, outlined below:

1. Administration building - replace all batten style metal roof and wall panels
2. Shop building - remove and replace all skylights
3. D.A.F. building - remove and replace all skylights

The Resolution awards the Construction Contract to Monument Roofing of Colorado a Tecta America Company, LLC.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $679,242.00 will be paid from Account Project No. WWAN04 Treatment Plant Rehab/Equipment.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-049 Bid Summary

RESOLUTION NO.

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $617,492 TO MONUMENT ROOFING OF COLORADO A TECTA AMERICA COMPANY, LLC, FOR PROJECT NO. 25-049, REPLACEMENT OF VARIOUS ROOFS AT WASTEWATER RECLAMATION FACILITY, SETTING FORTH $61,750 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, bids for Project No. 25-049, Replacement of Various Roofs at Wastewater Reclamation Facility have been received and examined; and,

WHEREAS, the proposal of Monument Roofing of Colorado a Tecta America Company, LLC, was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-049 Replacement of Various Roofs at Wastewater Reclamation Facility to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-049, Replacement of Various Roofs at Wastewater Reclamation Facility, to be performed, and the contract for said project is hereby awarded to Monument Roofing of Colorado a Tecta America Company, LLC, in the amount of $617,492.00.

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 the 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…….$61,750.00

SECTION 4.

Funds for Project No. 25-049 (including contingencies and additional work), in the amount of $679,242.00 shall be from Account Project No. WWAN04, Treatment Plant Rehab/Equipment.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

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

EVALUATION TABULATION

IFB No. 25-049 (WWAN04)

Replacement of Various Roofs at Wastewater Reclamation Facility

RESPONSE DEADLINE: August 13, 2025 at 10:00 am
Report Generated: Wednesday, August 13, 2025

VENDOR TOTALS

Vendor	Base Bid	Add Alternate No. 1	Add Alternate No. 2	Add Alternate No. 3	Total
Monument Roofing of Colorado a Tecta America Company, LLC	$543,075.00	$52,495.00	$18,041.00	$3,881.00	$617,492.00
L.E. Roofing LLC	$497,324.20	$114,000.00	$21,000.00	$4,200.00	$636,524.20
B & M Roofing of Colorado, Inc	$867,685.00	$30,775.00	$9,300.00	$46,500.00	$954,260.00
7 Summits Roofing	$864,573.00	$30.00	$78,750.00	$15,750.00	$959,103.00
Central States Roofing Company	$980,987.00	$0.00	$11,000.00	$50,000.00	$1,041,987.00

BASE BID

Base Bid				7 Summits Roofing	B & M Roofing of Colorado, Inc	Central States Roofing Company	L.E. Roofing LLC	Monument Roofing of Colorado a Tecta America Company, LLC
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	1	Administration Building -Remove and Replace Roof	Lump Sum	$390,923.00	$310,845.00	$391,210.00	$200,178.80	$232,855.00
X	2	Shop Building - Remove and Replace Roof	Lump Sum	$307,400.00	$299,106.00	$249,850.00	$168,690.00	$202,692.00
X	3	Secondary Clarifier Building - Remove and Replace Roof	Lump Sum	$43,750.00	$62,528.00	$80,370.00	$31,488.80	$30,488.00
X	4	Non-Potable Water Building - Remove and Replace Roof	Lump Sum	$45,000.00	$85,478.00	$95,795.15	$31,490.00	$27,684.00
X	5	D.A.F. Building - Remove and Replace Roof	Lump Sum	$70,000.00	$98,147.00	$114,712.50	$41,610.00	$44,494.00
X	6	Mobilization	Lump Sum	$7,500.00	$11,581.00	$49,049.35	$23,866.60	$4,862.00
Total				$864,573.00	$867,685.00	$980,987.00	$497,324.20	$543,075.00

ADD ALTERNATE NO. 1

ADD ALTERNATE NO. 1				7 Summits Roofing	B & M Roofing of Colorado, Inc	Central States Roofing Company	L.E. Roofing LLC	Monument Roofing of Colorado a Tecta America Company, LLC
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	7	Administration Building - Replace all Batten Style Metal Roof and Wall Panels	Lump Sum	$30.00	$30,775.00	$0.00	$114,000.00	$52,495.00
Total				$30.00	$30,775.00	$0.00	$114,000.00	$52,495.00

ADD ALTERNATE NO. 2

ADD ALTERNATE NO. 2				7 Summits Roofing	B & M Roofing of Colorado, Inc	Central States Roofing Company	L.E. Roofing LLC	Monument Roofing of Colorado a Tecta America Company, LLC
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	8	Shop Building - Remove and Replace All Skylights	Lump Sum	$78,750.00	$9,300.00	$11,000.00	$21,000.00	$18,041.00
Total				$78,750.00	$9,300.00	$11,000.00	$21,000.00	$18,041.00

ADD ALTERNATE NO. 3

ADD ALTERNATE NO. 3				7 Summits Roofing	B & M Roofing of Colorado, Inc	Central States Roofing Company	L.E. Roofing LLC	Monument Roofing of Colorado a Tecta America Company, LLC
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	9	D.A.F. Building - Remove and Replace All Skylights	Lump Sum	$15,750.00	$46,500.00	$50,000.00	$4,200.00	$3,881.00
Total				$15,750.00	$46,500.00	$50,000.00	$4,200.00	$3,881.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	7 Summits Roofing	B & M Roofing of Colorado, Inc	Central States Roofing Company	L.E. Roofing LLC	Monument Roofing of Colorado a Tecta America Company, LLC
BID GUARANTEE	Pass	Pass	Pass		Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS					
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass
CERTIFICATIONS					
CERTIFICATION STATEMENT	Pass	Pass	Pass	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response	No Response	No Response

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 14, 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 ADOPTING AND APPROVING THE PAVEMENT DESIGN CRITERIA FOR THE CITY OF PUEBLO DATED SEPTEMBER 22, 2025

SUMMARY:

This Resolution approves and adopts the Pavement Design Criteria for the City of Pueblo dated September 22, 2025.

PREVIOUS COUNCIL ACTION:

City Council adopted and approved the current Pavement Design Criteria for the City of Pueblo by Resolution 10041 on January 26, 2004.

BACKGROUND:

In 2024, the Pueblo City Council adopted the *Pavement Design Criteria Manual* through formal resolution, establishing a standardized framework for the design, construction, and rehabilitation of paved surfaces within the City of Pueblo. This manual has served as a critical reference for engineers, contractors, and city staff in ensuring the durability, safety, and cost-effectiveness of pavement infrastructure across municipal projects.

Since its adoption, the City's Department of Public Works has conducted a comprehensive review of the manual in collaboration with industry experts, regional transportation agencies, and internal stakeholders. This review identified several areas for improvement, including the integration of updated materials specifications, enhanced design methodologies for local geotechnical circumstances, and alignment with evolving state and federal standards.

The revised 2025 *Pavement Design Criteria Manual* reflects these updates and incorporates feedback from local developers, engineering consultants, and field personnel. Approval of the revised manual will ensure that future pavement projects are

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designed with the most current engineering practices, promote long-term asset management, and support Pueblo's commitment to safe and sustainable infrastructure.

FINANCIAL IMPLICATIONS:

The adoption of the pavement design and soils investigation criteria we believe has provided for better street designs and has resulted in lower long-term street maintenance costs.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

The City of Pueblo Public Works Department and the development community meet regularly to review and discuss the updates to this document.

ALTERNATIVES:

The existing Pavement Design Criteria, adopted in 2004, will remain in effect if the Resolution is not approved.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. City - Pavement Design Criteria Manual

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

RESOLUTION NO. 16144

A RESOLUTION ADOPTING AND APPROVING THE PAVEMENT DESIGN CRITERIA FOR THE CITY OF PUEBLO DATED SEPTEMBER 22, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Pursuant to and in furtherance of Sections 4-2-2(i), 12-4-7, 12-4-6(b)(2)(g) and 12-4-7(J)(2) of the Pueblo Municipal Code, as amended, and upon recommendation by the City Engineer, The City Council does hereby adopt and approve Pavement Design Criteria for the City of Pueblo, Dated September 22, 2025, a true copy of which is attached hereto and made a part hereof by reference (hereinafter referred to as the "Pavement Design Criteria"). The City Council declares that the design and construction of all classifications of streets within the public right-of-way and all private streets, alleys, or access roads constructed on private property which are subject to a public access easement for all subdivision (and resubdivisions) approved by the City Council after the date of approval of this Resolution shall comply with said Pavement Design Criteria and all other provisions of Title 12 of the Pueblo Municipal Code, as amended.

SECTION 2.

After adoption of this Resolution, a true copy of the Pavement Design Criteria shall be maintained on file in the office of the City Clerk for public inspection. Copies of the Pavement Design Criteria shall be made available through the City's Department of Public Works for purchase by the public at a moderate price.

SECTION 3.

This Resolution and the Pavement Design Criteria hereby approved and adopted amend and supersede in their entirety Resolution Number 10041 and the prior Pavement Design Criteria.

SECTION 4.

The officers 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.

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

SECTION 5.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: September 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AE462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

PAVEMENT DESIGN CRITERIA

FOR

CITY OF PUEBLO COLORADO

DEPARTMENT OF PUBLIC WORKS
211 EAST “D” STREET
PUEBLO, COLORADO 81003

TELEPHONE: (719) 553-2295
FAX NO: (719) 553-2294
www.pueblo.us

ADOPTED September 22, 2025

*** ADD NEW RESOLUTION ***

Table of Contents

CHAPTER 1. GENERAL PROVISIONS....3
1.1 Jurisdiction....3
1.2 Purpose and Intent....3
1.3 Permits and Other Requirements....3
1.4 Liability....3

CHAPTER 2 - GEOTECHNICAL INVESTIGATION FOR PAVEMENT DESIGN....5
2.1 General....5
2.2 Geotechnical Investigation....5
2.2.1 Field Investigation....5
2.2.2 Classification Testing....5
2.2.3 Soil Grouping....6
2.2.4 Subgrade Support Testing....6
2.2.5 Swell Testing....6

CHAPTER 3 - PAVEMENT DESIGN CRITERIA....7
3.1 General....7
3.2 Subgrade Characteristics....7
3.2.1 Swell Potential.....7
3.2.2 Resilient Modulus....7
3.3 Traffic – Equivalent Single Axle Loads (ESAL)....9
3.3.1 Equivalent Single Axle Loads (ESAL)....9
3.3.2 Roadway zoning classifications....9
3.4 Minimum Pavement Sections....10
3.5 Pavement Design Procedure....13
3.5.1 Flexible Pavement....14
3.5.2 Alternatives....14
3.5.3 Factors for Design of Pavement Structures....15
3.6 Nomographs....15
3.6.1 Nomograph N-3.1....15
3.6.2 Nomograph N-3.2....15
3.7 Pavement Design Report....18
3.7.1 Required Information for Pavement Design Report....18
3.8 Special Considerations....18
3.8.1 Staged Construction....18

PAVEMENT DESIGN CRITERIA FOR THE CITY OF PUEBLO

CHAPTER 1. GENERAL PROVISIONS

1.1 Jurisdiction

The pavement design criteria set forth in this manual is adopted pursuant to the authority of Sections 4-2-2(i), 12-4-2(7), 12-4-6(b)(2)(g) and 12-4-7(J)(2) of the Pueblo Municipal Code, and shall apply to the design and construction of all classifications of streets and alleys constructed within the public right-of-way, and those private streets, alleys, or access roads constructed on private property which are subject to a public access easement.

1.2 Purpose and Intent

It is the purpose and intent of the pavement design criteria contained in this manual to promote the health, safety, convenience, and general welfare of the people of Pueblo, Colorado. They are not intended, nor should they be construed, to create any new rights, remedies, or benefits for any person, firm, corporation or entity.

All Master Development Plans, Subdivision, Resubdivisions, Planned Unit Developments, Special Area Plans, or other proposed construction submitted for approval under the provisions of Title 12, Chapter 4 of the Pueblo Municipal Code shall comply with the pavement design criteria set forth herein. All pavement designs, analyses, and reports shall be prepared under the supervision of a Professional Engineer (Engineer), licensed as such in the State of Colorado.

1.3 Permits and Other Requirements

The developer, land owner and/or land owner's representative shall be required to obtain all permits required by Federal, State, or local Agencies in conjunction with work covered under this manual, and shall be required to comply with requirements which may be imposed directly by such agencies or which may be indirectly necessitated in order for the City to comply with any system wide permit which may be issued to the City.

1.4 Liability

Commented [BQ1]: Does Law Dept. Need to Review

Commented [CR2R1]: This is the same language that was previously in the document.

The adoption of this manual shall not create any duty to any person, firm, corporation, or other entity with regard to the application, enforcement or nonenforcement of this manual. No persons, firm, corporation, or other entity shall have a private right of action, claim or civil liability remedy against the City of Pueblo, or its officers, employees or agents, for any damage arising out of or in any way connected with the adoption, application, enforcement, or nonenforcement of this manual. Nothing in this manual shall be construed to create any liability under, or to waive any of the immunities, limitations on liability, or other provisions of, the Governmental Immunity Act, C. R. S.

24-10-101 et seq., or to waive any immunities or limitations on liability otherwise available to the City of Pueblo or its officers, employees or agents.

Review and approval by the City of pavement improvements proposed in submittals does not relieve the engineer who designed such improvements from his professional responsibilities for the adequacy of the design of said improvements.

CHAPTER 2 - GEOTECHNICAL INVESTIGATION FOR PAVEMENT DESIGN

2.1 General

The purpose of this chapter is to present the City of Pueblo (City) requirements for geotechnical investigations for pavement design on all streets within the City. The requirements outlined hereafter are the minimum accepted standard for geotechnical investigations and reports submitted to the City whether the pavement design is being performed by the City, Contractor, or Developer.

2.2 Geotechnical Investigation

2.2.1 Field Investigation

The field investigation shall consist of borings or other suitable methods of sampling the subgrade soils at horizontal spacings not greater than about 350 feet; however, a minimum of one boring shall be obtained for any roadway segment. A roadway segment is defined as a portion of roadway beginning at an intersection and ending at the next intersection or a termination point such as a cul-de-sac. Where proposed roadways include 2 or more lanes in each direction, boring locations shall be alternated between direction of travel at horizontal spacings not greater than about 250 feet. The City may require more frequent testing at its discretion.

Borings shall be taken to a minimum depth of 10 feet below the design subgrade elevation. Samples of each material type encountered in each boring shall be collected for testing.

Borings shall be performed after roadways have been rough graded and installation of utilities within the roadways have been completed. Samples collected should be representative of the soils and bedrock conditions present, including utility trench backfill, imported fill materials, and native subgrade materials.

The City may allow borings to be performed prior to completion of rough grading and utility installation, provided proposed fill materials (if required) for roadway construction can be clearly identified and sampled, utility trenches will be backfilled with excavated materials, and borings extend to a minimum depth of 10 feet below the design subgrade elevation.

If borings are performed prior to completion of rough grading and utility installation, the owner / developer shall submit a signed and sealed letter from the geotechnical engineer upon completion of rough grading confirming the conditions observed subsequent to rough grading do not change the pavement design recommendations. In addition, the City may require additional sampling be performed as rough grading and utility installation are completed to confirm that similar conditions to those identified in the report exist.

No paving shall be performed until a Pavement Release Form has been issued by the City Engineer.

2.2.2 Classification Testing

Subgrade samples collected from each boring and proposed borrow site shall be tested for the

following properties:

- Liquid Limit
- Plastic Limit
- Percent Swell
- Percent Passing 200 Sieve
- Gradation (AASHTO A-1 and A-3 soils)
- Moisture Content

The results of these tests shall be used to calculate the AASHTO Classification and Group Index in accordance with AASHTO method M-145.

2.2.3 Soil Grouping

To facilitate laboratory testing for Hveem Stabilometer (R-value) and California Bearing Ratio (CBR), field samples can be combined to form composite samples. Composite samples shall be obtained by combining soils with the same AASHTO Classification. The difference between the highest and lowest Group Index value of soil samples used in a composite sample shall not exceed 10. As such, where the difference in Group Index values within a given classification exceeds 10, it may be necessary to create more than one composite sample within a given AASHTO Classification. Composite samples shall be subject to Classification Testing as outlined in Section 2.2.2.

2.2.4 Subgrade Support Testing

Individual subgrade or composite samples shall be tested to determine the subgrade support value using Hveem Stabilometer (R-value). The design R-value shall be 300 pounds per square inch (psi) exudation pressure. Reported data for each sample shall include test procedure reference, dry density and moisture content, expansion pressure, and exudation pressure with corrected R-value curve showing the 300-psi design R-value.

As an alternative, subgrade support values can be determined using the California Bearing Ratio (CBR) test. Reported data for each sample shall include test procedure reference, values requested in AASHTO T-193, stress versus penetration curves, CBR versus dry density curves and Proctor curves.

2.2.5 Swell Testing

Relatively undisturbed or remolded samples representative of potentially expansive subgrade materials shall be tested for percent swell. Samples shall be remolded to not less than the minimum recommended compaction criteria specified by the geotechnical engineer at not more than the lowest recommended moisture content. Swell tests shall generally be performed under a surcharge pressure of 150 pounds per square foot (psf). However, the surcharge pressure may be modified as determined by the geotechnical engineer to account for predicted overburden conditions.

CHAPTER 3 - PAVEMENT DESIGN CRITERIA

3.1 General

The purpose of this chapter is to present the City of Pueblo (City) requirements for pavement design on all streets within the City. The requirements outlined hereafter are the minimum accepted standard for pavement design and reports submitted to the City.

3.2 Subgrade Characteristics

3.2.1 Swell Potential

All soil groups, excluding A-1 through A-4, shall be tested to determine swell or settlement potential. Tests shall be run on the "California Spoon" samples in accordance with ASTM D 4546 at a surcharge of 200 psf. The swell tests shall be plotted and the precent swell/settlement and swell pressure (psf) shall be determined and reported. Test results which are suspected of being too high or too low for the soil type shall not be considered in the design of the pavement, but shall be reported. In the field these soils not consistent with the remainder of the site's soils shall be removed by over excavation. The project's geotechnical engineer shall define the limits of the over excavation in the field. Any deletion of data shall be justified in the report.

Commented [BQ3]: Should this be A-3, A-4 is Considered Clay

Commented [CR4R3]: Agreed.

Commented [CR5R3]: I believe that A-4 is included because it's a transitional soil type between sandy and clay soils.

As a minimum, the report shall stipulate the following: the required depth of moisture treatment of the subgrade and shall be determined by the highest percentage of swell as recorded as a whole number.

Moisture treatment shall achieve moisture content and compaction as specified in the City of Pueblo Standard Construction Specifications and Standard Details, most current revision.
Soils with >5% swell shall require swell mitigation in addition to moisture treatment.

3.2.2 Resilient Modulus

Subgrade support characteristics for AASHTO and City of Pueblo designs are measured using Resilient Modulus. Since it is not practical to use Resilient Modulus testing for most projects, alternative established laboratory testing methods and correlations are provided.

3.2.2.1 A-1, A-2-5, A-2-7, A-3, A-4, and A-5

For soil types, A-1, A-2-5, A-2-7, A-3, A-4, and A-5 Resilient Modulus, M_R shall be determined by R-Value conversion. R-Value shall be determined in accordance with AASHTO T 190. The following formula based on the Colorado Department of Transportation; "Roadway Design Manual" shall be utilized to convert Hveem "R" to M_R.

$$M_R = (0.75)10^Z; where\ Z = 0.0142R + 3.4098$$

3.2.2.2 A-2-4, A-2-6, A-6, A-7-6, and Claystone

For soil types A-2-4 and A-2-6:	$M_R = 1.67\ q_u$
For soil type A-6:	$M_R = 1.61\ q_u$
For soil type A-7-6:	$M_R = 2.35\ q_u$
For Claystone:	$M_R = 1.26\ q_u$

Where q_u = Unconfined Compressive Strength (remolded at 2% over OMC and 95% of MDD) in psf, AASHTO T 208; and where M_R is in psi.

3.2.2.3 From CBR

For fine-grained soils with a soaked CBR between 5 and 10, use the following equation to correlate CBR to resilient modulus:

$$M_R = 1{,}500\ x\ CBR$$

For non-fine-grained soils where a soaked CBR greater than 10, use the following equation:

$$M_R = 3{,}000\ x\ CBR^{0.65}$$

The above values may be multiplied by a coefficient of 1.33, if one of the following applies: subgrade permeability is greater than 10 feet per day; it is a Low Density Rural roadway section with drainage ditches; or the subgrade is gneiss or granite in nature.

3.2.2.4 Effective Modulus of Subgrade Reaction

For rigid pavement design, laboratory soil resilient Modulus MUST be converted to Modulus of Subgrade Reaction based on the formula: K=MR/19.4 or Figure 3.3 or 3.4 of the AASHTO Guide. Figure 3.6 of the AASHTO Guide must also be applied with LS = 2.5 to obtain the Effective Modulus of Subgrade Reaction, k, before entering this value into the appropriate rigid pavement design nomograph, N-5.3 or N-5.4, or computer program.

3.2.2.5 R-Values

Commented [CR6]: Added this section

As a general trend, lower R-values are associated with higher AASHTO soil classification categories. For example, it is not uncommon to obtain an R-value < 5 for a highly plastic clay, which may be classified as an A-7-6 soil. This type of soil would be considered undesirable for a roadway subgrade. On the other extreme, a well-graded sandy gravel (classification A-1-a) may have an R-value of 80 and would constitute an excellent subgrade material.

An inverse relationship exists between the subgrade R-value and the thickness of the pavement section. In other words, a site that has a low R-value will require a thicker pavement section (pavement, base course, subbase) than a site with a high R-value subgrade soil. The typical ranges of R-values shown in Table 3.2.2.5 are useful for conceptual design and estimating purposes, and for checking the reasonableness of laboratory test results. However, because the final pavement section thickness is based on the R-value (and anticipated traffic volumes), it is imperative that representative soil samples be obtained and tested to obtain values for design. For purposes of

determining the City of Pueblo “Flexible Pavement Design Criterium”, the lowest R-value for the given range has been selected, with a minimum value being 5.

TABLE 3.2.2.5
R-values by AASHTO soil classification

Soil Classification	Type of Soil	R-Value Range
A-1-a	Sandy gravel	50 – 85
A-1-b	Gravely sand	50 – 75
A-3	Find sand	50 – 75
A-2-4	Silty or clayey sand, PI < 10	10 – 45
A-2-6	Silty or clayey sand, PI > 11	<5 – 30
A-4	Silty soil with LL < 40	<5 – 50
A-5	Silty soil with LL > 41	<5 – 40
A-6	Clayey soil with LL < 40	<5 – 30
A-7-5	Clayey soil with LL > 41 and PI < (LL-30)	<5 – 30
A-7-6	Clayey soil with LL > 41 and PI > (LL-30)	<5 – 20

3.3 Traffic – Equivalent Single Axle Loads (ESAL)

3.3.1 Equivalent Single Axle Loads (ESAL)

ESAL is defined as total number of equivalent 18,000 lb. single axle load applications for the design lane. Local streets shall use a 20-year design period. Collectors and Arterials shall use a 30-year design period. Calculated ESALs must be equal to or greater than the Minimum ESALs listed in Table 3.3-1 below. For Collectors and Arterial streets the ESALs shall be weighted by a factor of 1.5 on the right lane due to the Pueblo Transit Authority’s bus routes. The intersections of Collector and Arterial streets shall increase the ESALs by a factor of 1.5. The City Engineer may increase the minimum ESAL at any location, if in their opinion, traffic conditions warrant.

TABLE 3.3-1
MINIMUM ESAL ($X10^6$)

	Residential	Mixed Use	Business	Industrial
Arterials	1.4	2.2	3	4
Collectors	0.2	0.4	0.4	0.7
Local Streets	0.07	0.07	0.07	0.4

* To deviate to a less than the minimum indicated ESAL an axle-load analysis must be approved by the City Engineer.

3.3.2 Roadway zoning classifications

Roadway zoning classifications are based on the projected land use of the areas served by the subject segment of roadway. Residential roadways service only areas with a minimum of 80% residential zoned property. Commercial and Industrial classifications service areas with 20% or more of the land to be used as Commercial or Industrial. If less than 80% of the area served is

residential, the Classification will be either Commercial or Industrial. If any of the non-residential area served is Industrial, the classification will be Industrial. If none of the non-residential area served is Industrial, the Classification will be Commercial. Any classification with a calculated ESAL of 1.4 X 10^6 or more will be considered an arterial.

Pavement design traffic studies are a method of determining 20/30-year design ESALs. ESAL calculations in traffic studies shall be based on the AASHTO "Guide for Design of Pavement Structures," latest edition. The traffic study, when required, shall be submitted with the pavement design and subject to review and acceptance.

3.3.2.1 Residential

If a traffic study for a residential roadway is not available, traffic loads can be determined using the following equation:

$$ESAL_{20} = 62{,}000 + 80\ R$$

Where, R = number of residential density units serviced by the street

3.3.2.2 Commercial

For roadways where any individual commercial site is 10 acres of more, traffic loading shall be determined by an approved traffic study only. For commercial roadway with sites less than 10 acres, traffic loading can be calculated using the following equation:

$$ESAL_{30} = 93{,}000 + 120\ R + 390{,}000\ C_A$$

Where, C_A = Commercial Acres serviced by the street

3.3.2.3 Industrial

For roadways where any individual industrial site is 10 acres or more, traffic loading shall be determined by an approved traffic study only. The City may require a traffic study for any industrial roadway. For industrial roadways with sites less than 10 acres, traffic can be calculated using the following equation:

$$ESAL_{30} = 390{,}000\ C_A + 600{,}000\ I_A$$

Where, I_A = Industrial Acres serviced by the street

3.4 Minimum Pavement Sections

If the calculated pavement sections indicate thinner sections than the Minimum Pavement Sections listed in Table 3.4-1 through 3.4-3 below, the Minimum Pavement Sections shall govern. The City Engineer may increase the minimum pavement section at any location if, in his opinion, conditions warrant. All asphalt roadways will be paved with a minimum of two (2) lifts, regardless of minimal thickness.

Temporary Pavement Sections shall meet all other requirements and minimum thickness for a permanent roadway of the same roadway classification.

TABLE 3.4-1
FLEXIBLE PAVEMENT DESIGN CRITERIA
ARTERIALS[2]

	Minor Arterial	Principal Arterial	Bus Route[1]
Minimum ESAL ($x10^6$)	1.4	2.2	3.3
SOIL Type A-1 A-l-a, A-1-b			
Hot Mix Asphalt	6"	6"	6"
Aggregate Base Course	6"	7.5"	9"
SOIL Type A-3			
Hot Mix Asphalt	6"	6"	6"
Aggregate Base Course	6"	7.5"	9"
SOIL Type A-2 A-2-4, A-2-5, A-2-6, A-2-7			
Hot Mix Asphalt	6"	6"	6"
Aggregate Base Course	13"	14"	16"
SOIL Type A-4			
Hot Mix Asphalt	6"	6"	6"
Aggregate Base Course	18"	20.5"	22.5"
SOIL Type A-5			
Hot Mix Asphalt	6"	6"	6"
Aggregate Base Course	18"	20.5"	22.5"
SOIL Type A-6			
Hot Mix Asphalt	6"	6"	6"
Aggregate Base Course	18"	20.5"	22.5"
SOIL Type A-7 A-7-5, A-7-6			
Hot Mix Asphalt	6"	6"	6"
Aggregate Base Course	18"	20.5"	22.5"

Note 1: This extra depth of pavement to be in the outside lane only. The City reserves the right to review location and length of bus stops with RTD and change the size and location of the extra-depth pavement.
Note 2: All arterial streets shall have a top lift of three-inches of ¾-inch SMA over the HMA or ½-inch SMA upon approval by the City Engineer on a case-by-case basis.

Commented [CR7]: 2.2 x 1.5

Note 3: Assumes soil R-values of AASHTO minimum.

TABLE 3.4-2
FLEXIBLE PAVEMENT DESIGN CRITERIA
COLLECTORS

	Neighborhood Collector	Mixed Use Collector	Business Collector	Industrial	Bus Route
Minimum ESAL ($x10^6$)	0.18	0.365	0.365	0.73	1.1
SOIL Type A-1 A-l-a, A-1-b					
Hot Mix Asphalt	5"	5"	5"	5"	5"
Aggregate Base Course	6"	6"	6"	7"	8"
SOIL Type A-3					
Hot Mix Asphalt	5"	5"	5"	5"	5"
Aggregate Base Course	6"	6"	6"	7"	8"
SOIL Type A-2 A-2-4, A-2-5, A-2-6, A-2-7					
Hot Mix Asphalt	5"	5"	5"	5"	5"
Aggregate Base Course	7"	9.5"	9.5"	12"	13.5"
SOIL Type A-4					
Hot Mix Asphalt	5"	5"	5"	5"	5"
Aggregate Base Course	11.5"	14.5"	14.5"	17"	18.5"
SOIL Type A-5					
Hot Mix Asphalt	5"	5"	5"	5"	5"
Aggregate Base Course	11.5"	14.5"	14.5"	17"	18.5"
SOIL Type A-6					
Hot Mix Asphalt	5"	5"	5"	5"	5"
Aggregate Base Course	11.5"	14.5"	14.5"	17"	18.5"
SOIL Type A-7 A-7-5, A-7-6					
Hot Mix Asphalt	5"	5"	5"	5"	5"
Aggregate Base Course	11.5"	14.5"	14.5"	17"	18.5"

Commented [BQ8]: Min ESAL x 1.5, from 3.3.1

Commented [CR9R8]: 0.73x1.5

TABLE 3.4-3
FLEXIBLE PAVEMENT DESIGN CRITERIA
LOCAL

	Local Street (30' to 36')	Business Local	Industrial - Commercial	Bus Route	Alley
Minimum ESAL ($x10^6$)	0.073	0.073	0.073	0.18	0.18
SOIL Type A-1 A-l-a, A-1-b					
Hot Mix Asphalt	4"	4"	4"	5"	5"
Aggregate Base Course	6.5"	6.5"	6.5"	8"	8"
SOIL Type A-3					
Hot Mix Asphalt	4"	4"	4"	5"	5"
Aggregate Base Course	6.5"	6.5"	6.5"	8"	8"
SOIL Type A-2 A-2-4, A-2-5, A-2-6, A-2-7					
Hot Mix Asphalt	4"	4"	4"	5"	5"
Aggregate Base Course	6.5"	6.5"	6.5"	8"	8"
SOIL Type A-4					
Hot Mix Asphalt	4"	4"	4"	5"	5"
Aggregate Base Course	10.5"	10.5"	10.5"	10"	10"
SOIL Type A-5					
Hot Mix Asphalt	4"	4"	4"	5"	5"
Aggregate Base Course	10.5"	10.5"	10.5"	10"	10"
SOIL Type A-6					
Hot Mix Asphalt	4"	4"	4"	5"	5"
Aggregate Base Course	10.5"	10.5"	10.5"	10"	10"
SOIL Type A-7 A-7-5, A-7-6					
Hot Mix Asphalt	4"	4"	4"	5"	5"
Aggregate Base Course	10.5"	10.5"	10.5"	10"	10"

Commented [BQ10]: 3.3.1

3.5 Pavement Design Procedure

The following is the method for design with the structural number using the nomographs in this specification. The design process may alternatively involve various software packages whose use is not explained here. All designs must be clearly justified to the satisfaction of the City Engineer by the signing engineer in the pavement design report.

3.5.1 Flexible Pavement

1. Determine the street classification, zoning, and ESAL.
2. Choose Nomograph N5.1 or N5.2 depending on street classification.
3. Using MR and ESAL, determine SN.
4. Using the strength coefficients from Table 3.5-1 for the base and subbase layers, calculate the thickness of the various pavement layers by the following formula. Keep in mind the Minimum Pavement Sections (Table 3.3-1 through 3.3-3) govern when thinner sections are indicated.

$$SN = a_1(D_1) + a_2(D_2) + \ldots + a_n(D_n)$$

Where a_1, a_2, a_n = strength coefficients
D_1, D_2, D_n = thickness of pavement layers

TABLE 3.5-1
STRENGTH COEFFICIENTS

COMPONENTS	COEFFICEINT (a)
Stone Matrix Asphalt (SMA)	0.44
Hot Bituminous Pavement	0.44
Existing Bituminous Pavement	0.3
Hot Mix AspahIt Grading Fines (ST and SX)	0.34
Plant Mix Bituminous Base	0.34
Verification of testing required for items listed below:	
100% RAP with R-Value >89	0.19
100% RAP with R-Value <90	0.15
Aggregate Base Course with R-Value > 83	0.15
Aggregate Base Course with R-Value > 77, < 83	0.12
Aggregate Base Course with R-Value > 69, < 77	0.11
Aggregate Base Course with R-Value >59, < 69	0.1
Treated Subgrade unconfined 7-day Strength > 425 psi	0.15
Treated Subgrade unconfined 7-day Strength 350-424 psi	0.14
Treated Subgrade unconfined 7-day Strength 275 - 349 psi	0.13
Treated Subgrade unconfined 7-day Strength 200 - 274 psi	0.12
Treated Subgrade unconfined 7-day Strength 125 - 199 psi	0.11

It is up to the design engineer to identify what level of quality of drainage is achieved under a specific set of drainage conditions.

3.5.2 Alternatives

Alternatives to the use of the above-mentioned nomographs may be presented as follows:

computer printouts presenting results in accordance with the equations shown on the respective nomographs and the AASHTO Guide will be allowed for review. The printout must reiterate all design parameters. The report must justify to the satisfaction of the City Engineer any deviations from the design parameters specified herein.

3.5.3 Factors for Design of Pavement Structures

Factors for Design of Pavement Structures utilizing 1993 AASHTO "Guide for Design of Pavement Structures", 4th Edition with 1998 Supplement.

- Reliability (R)
  - 95% for Arterials and Business Collectors
  - 90% for Mixed Use Collectors, and Industrial Commercial Collectors
  - 85% for Neighborhood Collectors, Industrial Commercial Local, Alleys, and Local Streets (30'- 36')

- Overall Standard Deviation (S_0) Use 0.45 for flexible pavements.
- Design Serviceability Loss

Flexible	
2.2	Local roadways, neigbhoorhood streets, residential parkways and collector roadways, other than commerical and industrial drives.
1.7	Arterials, bolevards, all commercial and industrial roadways.

- Concrete Elastic Modulus (EC) Use 3.6 x 10^6 psi
- Mean Concrete Modulus of Rupture (S'C) Use 600 psi
- Load Transfer Coefficient (J) If monolithic or tied curb and gutter are placed on both sides of the pavement use 3.6, otherwise use 4.2.
- Drainage Coefficient (Cd) Use 1.0.
- Loss of Support (LS) Use 2.5 in Figure 3.6 of the AASHTO Guide, to correct the Effective Modulus of Subgrade Reaction, K, for Potential Loss of Support.

Commented [BQ11]: Superscript

Commented [BQ12]: Where is figure 3.6?

Commented [CR13R12]: AASHTO

3.6 Nomographs

3.6.1 Nomograph N-3.1

Flexible Pavement Design Chart for Arterials and all Commercial and Industrial sites.

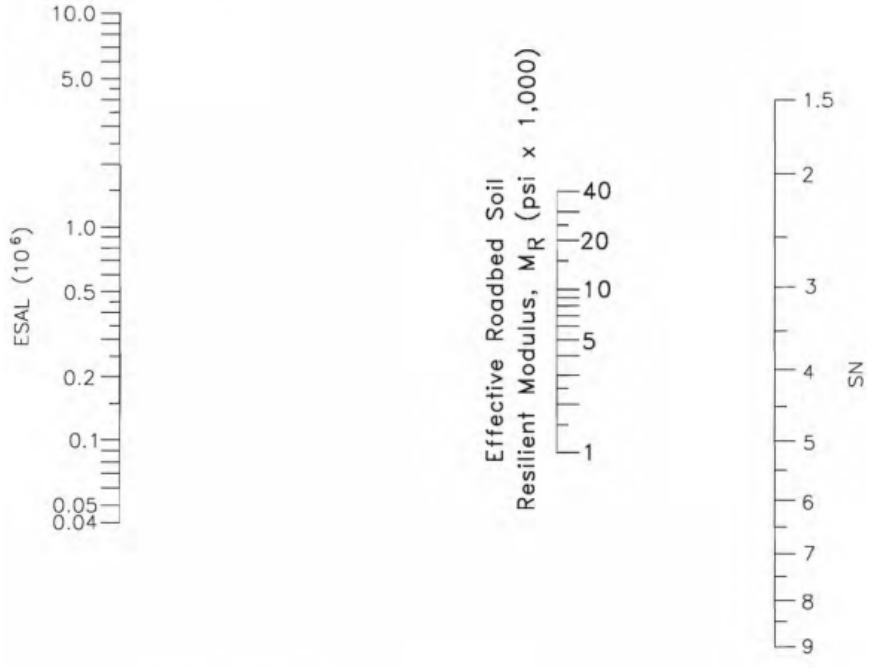
3.6.2 Nomograph N-3.2

Flexible Pavement Design Chart for Local and Collector Streets except Commercial and Industrial sites.

NOMOGRAPH N-3.1

ARTERIALS
ALL COMMERCIAL & INDUSTRAIL

Design chart for flexible pavements



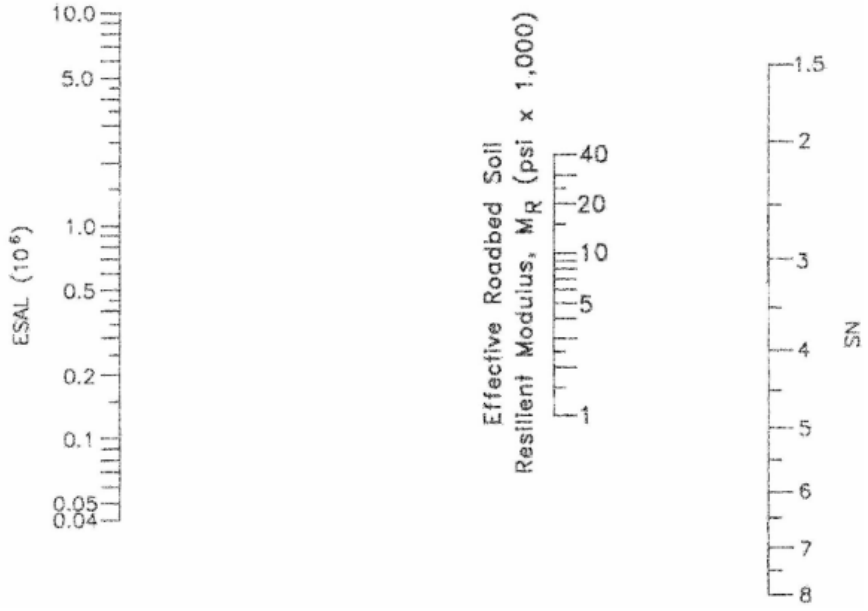
NOMOGRAPH SOLVES:

$$\log_{10} W_{18} = Z_R * S_0 + 9.36 * \log_{10}(SN+1) - 0.20 + \frac{\log_{10}\left[\frac{\Delta PSI}{4.2-1.5}\right]}{0.40 + \frac{1094}{(SN+1)^{5.19}}} + 2.32 * \log_{10} M_R - 8.07$$

NOMOGRAPH N-3.2

LOCAL & COLLECTOR
EXCEPT COMMERCIAL & INDUSTRIAL

Design chart for flexible pavements



3.7 Pavement Design Report

3.7.1 Required Information for Pavement Design Report

After completion of field investigation, laboratory testing, and engineering design, a report summarizing the data collected and pavement section calculations shall be prepared by or under the supervision of a Professional Engineer registered in the State of Colorado. The information listed below shall be required for all pavement design reports.

- Vicinity map showing the area of investigation.
- Scaled drawings showing street names and the location of borings.
- Tabular listing of laboratory test data required in section 2.2.2.
- R-value or CBR test results as required in section 2.2.4.
- Boring logs with AASHTO Classifications and Group Index Values.
- A discussion of soil, bedrock and groundwater conditions, including anticipated seasonal variation in groundwater levels.
- A discussion of utility trench backfill, including results of field density testing. If report is prepared prior to completion of utility trench backfill, it will be necessary to submit field density test results and a statement by the geotechnical engineer that utility trench backfill has been placed in general accordance with the Standard Construction Specifications of the City of Pueblo. Additionally, the geotechnical engineer shall provide a statement confirming the conditions observed subsequent to utility trench backfill placement do not change the pavement design recommendations. This report can be included in the pavement design report or submitted separately to the City for review prior to construction of the pavement section.
- A discussion of potential subgrade soil problems and recommended mitigation measures. Include mix design test results where chemical stabilization is required.
- Recommendations relative to preparation of subgrade prior to paving, including options for cold weather construction, chemical stabilization, and mitigation of unstable subgrade observed during proof-rolling operations.
- Pavement design calculations including computer printouts and nomographs showing all design coefficients. It should be noted, the City reserves the right to verify pavement calculations submitted through independent analyses.
- Statement by the geotechnical engineer that the pavement design is in conformance with the City of Pueblo Pavement Design Criteria.
- Engineer seal and signature

3.8 Special Considerations

3.8.1 Staged Construction

This is an alternative to the owner/developer to provide a minimum thickness of pavement during construction, and after repairs, construct the final lift of asphalt, providing for a new finished pavement surface. If the full pavement section is not to be placed immediately, a pavement design for staged construction may be required by the City. The staged construction design must include asphalt thickness for each proposed stage. Calculations, traffic values (EDLA), and construction

truck traffic values supporting the staged design must also be submitted.

It should be noted that where staged construction is proposed, the reliability factor must be increased such that the overall reliability for the staged construction is equal to or greater than that as required in section 3.5.3. If a two-stage construction plan is proposed for a minor collector with a reliability factor of 85%, each stage would need to be designed for a reliability of 85% or 92%.

For staged construction, accommodation must be provided for the paved surface to drain with no water left standing on the pavement after a period of 24 hours.

Where staged constructions is proposed, the final stage of construction shall be performed at the end of the 2-year warranty period, after all warranty repairs have been made. Warranty period begins from the date of acceptance of improvements by the City. The contractor shall pave a minimum 1-inch overlay. Overlay thickness should generally be not less than 3 times the maximum aggregate size in the asphalt concrete mix.

The report shall instruct the Contractor to pave an inch less than the required pavement section at initial construction, leaving the finish asphalt inch below the design crown elevation. After a period of 2 years from acceptance of improvements by the City, and after all warranty repairs have been made, the Contractor shall perform a tapered milling of the outside 4 feet of pavement along gutters prior to placing the minimum 1-inch overlay.

All manholes, valve boxes and monument boxes shall be set at grade for the interim paving surface. Manholes and valve boxes must be adjusted to final grade prior to placement of the final overlay.

The above shall be accomplished before the City accepts the streets.

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

City Clerk's Office Item # Q3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 14, 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: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $2,372,832.16 TO H.W. HOUSTON CONSTRUCTION, LLC, FOR PROJECT NO. 25-020 PUB TAXILANE REHAB AND NEW HANGAR CONSTRUCTION AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution will award a construction contract to H.W. Houston Construction, LLC, for Project No. 25-020 PUB Taxilane Rehab and New Hangar construction.

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 to reimburse the City 2.5% of the total design cost.

Ordinance No. 10774 passed and approved on September 9, 2024, accepted FAA Grant No. 3-08-0046-051-2024 to reimburse the City 95% of the total design cost.

Ordinance No. 10812, passed and approved on October 15, 2024, approved a sub-agreement for Professional Engineering Services between the City of Pueblo and Dibble and Associates Consulting Engineers, Inc., for engineering design services for the project.

Ordinance No. 10971, passed and approved on June 23, 2025, accepted CDOT Grant 24-PUB-01 to reimburse the City 2.5% of the total construction cost.

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

Ordinance No. 11038, passed and approved on September 8, 2025, accepted FAA Grant No. 3-08-0046-051-2024 to reimburse the City 95% of the total construction cost.

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 struck by the wing of a DC-10 that severely damaged the northernmost hangar unit. Insurance funds have been received and used to seed a project to construct new hangars. The damaged hangars were disassembled and donated to Otero County for use at Fowler Airport. The 2022 Airport Master Plan identified the need to construct new general aviation hangars and rehabilitate deteriorating and potentially unsafe taxilane infrastructure at the Pueblo Memorial Airport. The FAA has awarded a grant from the Bi-partisan Infrastructure Legislation (BIL) funds to reimburse 95% of project costs. The City of Pueblo solicited bids for Project No. 25-020 PUB Taxilane Rehab and New Hangar construction. H.W. Houston Construction, LLC, was the lowest of those bids determined to be responsive.

FINANCIAL IMPLICATIONS:

Funding in the amount of $2,372,832.16 will be paid from Project No. AP1804-South T-Hangar #1.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Resolution is not approved, the construction contract will not be awarded, and the project will not occur.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-020 Bid Summary

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

RESOLUTION NO. 16145

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $2,372,832.16 TO H.W. HOUSTON CONSTRUCTION, LLC, FOR PROJECT NO. 25-020 PUB TAXILANE REHAB AND NEW HANGAR CONSTRUCTION AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. AP1804-South T-Hangar #1 have been received and examined; and

WHEREAS, the proposal of H.W. Houston Construction, LLC, was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to City Council that it authorize Project No. 25-020 to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 25-020 PUB Taxilane Rehab and New Hangar construction to be performed, and the contract for said project is hereby awarded to H.W. Houston Construction, LLC, in the amount of $2,372,832.16.

SECTION 2.

Funds for Project No. 25-020 shall be from Project No. AP1804-South T-Hangar #1.

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 same.

SECTION 4.

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

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEEC3D43C...
CITY CLERK

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

EVALUATION TABULATION

IFB No. 25-020, FAA AIP No. 3-08-0046-052-2025

PUB Taxilane Rehab and New Hangar

RESPONSE DEADLINE: August 13, 2025 at 10:00 am
Report Generated: Wednesday, August 13, 2025

VENDOR TOTALS

Vendor	Total
H. W. Houston Construction, LLC	$2,372,832.16
Baha Construction, Inc.	$2,801,818.70
Arc Valley Construction	$2,877,635.26

TABLE 1

					Arc Valley Construction		Baha Construction, Inc.		H. W. Houston Construction, LLC	
Line No.	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	C-100-14.1	Contractor Quality Control Program (CQCP)	1	LS	$66,886.00	$66,886.00	$40,000.00	$40,000.00	$251,272.00	$251,272.00
2	C-102-5.1	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1	LS	$45,481.00	$45,481.00	$11,150.00	$11,150.00	$52,358.00	$52,358.00
3	C-105-6.1	Mobilization (8% Max)	1	LS	$204,431.00	$204,431.00	$215,000.00	$215,000.00	$189,914.00	$189,914.00
4	P-101-5.1	Sawcut AC Pavement (3-inch Depth +/-)	118	LF	$8.70	$1,026.60	$21.00	$2,478.00	$27.42	$3,235.56
5	P-101-5.2	Remove AC Pavement (3-inch Depth +/-)	20	SY	$113.69	$2,273.80	$40.00	$800.00	$107.85	$2,157.00
6	P-101-5.3	Obliterate Pavement Markings	228	SF	$4.02	$916.56	$6.00	$1,368.00	$12.70	$2,895.60
7	P-208-5.1	Aggregate Base Course (6-inch Depth)	2304	SY	$21.40	$49,305.60	$100.00	$230,400.00	$85.45	$196,876.80
8	P-403-8.1	Asphalt Mixture Surface Course	389	TON	$343.88	$133,769.32	$493.00	$191,777.00	$354.45	$137,881.05
9	P-605-5.1	Joint Seal (1-1/2 inch or less cracks)	9315	LF	$5.15	$47,972.25	$18.20	$169,533.00	$2.70	$25,150.50
10	P-605-5.2	Gap Mastic Seal (1-1/2 inch to 4-inch cracks)	1947	LF	$18.06	$35,162.82	$20.90	$40,692.30	$16.18	$31,502.46
11	P-608-8.1	Asphalt Surface Treatment	14874	SY	$4.68	$69,610.32	$5.60	$83,294.40	$4.34	$64,553.16
12	P-620-5.1	Temporary Pavement Markings	1851	SF	$3.61	$6,682.11	$4.00	$7,404.00	$3.86	$7,144.86
13	P-620-5.2	Permanent Pavement Markings	1851	SF	$6.87	$12,716.37	$8.00	$14,808.00	$6.56	$12,142.56
14	GTP-70.01.1	8" Fireline with Fittings, Thrust Blocks & Utility Crossing with Concrete Encasement, PVC C-900, DR18	343	LF	$312.57	$107,211.51	$403.00	$138,229.00	$268.27	$92,016.61
15	GTP-70.01.2	12"x8" Tapping Sleeve & Valve	1	EA	$19,329.00	$19,329.00	$11,365.00	$11,365.00	$9,339.00	$9,339.00
16	GTP-70.01.3	Fire Hydrant Set with Anchor Tee	1	EA	$12,917.00	$12,917.00	$18,720.00	$18,720.00	$15,314.00	$15,314.00

					Arc Valley Construction		Baha Construction, Inc.		H. W. Houston Construction, LLC	
Line No.	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
17	GTP-70.01.4	8" Gate Valve with Box Cover	1	EA	$6,355.00	$6,355.00	$8,000.00	$8,000.00	$5,096.00	$5,096.00
18	GTP-70.01.5	6" Gate Valve with Box Cover	1	EA	$6,085.00	$6,085.00	$7,100.00	$7,100.00	$4,096.00	$4,096.00
19	GTP-70.01.6	2" Blow-Off Installation	1	EA	$6,947.00	$6,947.00	$6,700.00	$6,700.00	$6,096.00	$6,096.00
20	GTP-70.02.1	10-Unit, Nested T-Hangar Building	1	LS	$2,042,557.00	$2,042,557.00	$1,603,000.00	$1,603,000.00	$1,263,791.00	$1,263,791.00
Total						$2,877,635.26		$2,801,818.70		$2,372,832.16

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Arc Valley Construction	Baha Construction, Inc.	H. W. Houston Construction, LLC
BID GUARANTEE	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
SAM.gov REGISTRATION	Pass	Pass	Pass
ACKNOWLEDGEMENTS			
PERFORMANCE OF WORK REQUIREMENT	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
ACKNOWLEDGEMENT OF FEDERAL CONTRACT REQUIREMENTS	Pass	Pass	Pass
FEDERAL CONTRACT REQUIREMENTS			
Affidavit of Non-Collusion	Pass	Pass	Pass
Buy American Certification	Pass	Pass	Pass
Tax Delinquency and Felony Convictions	Pass	Pass	Pass
List of Anticipated Subcontractors	Pass	Pass	Pass
Disadvantage Business Enterprise Utilization	Pass	Pass	Pass
DBE Letter of Intent	Pass	Pass	Pass
Bidders Similar Work Experience	Pass	Pass	Pass
Bidder's Evidence of Financial Responsibility	Pass	Pass	Pass
CERTIFICATIONS			
CERTIFICATION STATEMENT	Pass	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Danny Nunn, Director of Finance

SUBJECT: A RESOLUTION AUTHORIZING THE TRANSFER OF $750,000 TO PROJECT ED0801, RMS/IQOR LEASE: POPE BLOCK PREVIOUSLY ESTABLISHED IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENTS PROJECT FUND.

SUMMARY:

This resolution provides additional funding needed for the payment of expenses related to the building known as the Pope Block Building.

PREVIOUS COUNCIL ACTION:

Resolution 11270, March 24, 2008 authorizing $2,000,000
Resolution 12696, June 10, 2013 authorizing $500,000
Resolution 13023, July 28, 2014 authorizing $500,000
Resolution 13332, November 9, 2015 authorizing $500,000
Resolution 13483, May 23, 2016 authorizing $500,000
Resolution 13839, December 11, 2017 authorizing $620,000
Resolution 13958, May 14, 2018 authorizing $500,000
Resolution 14077, November 12, 2018 authorizing $500,000
Resolution 14386, March 23, 2020 authorizing $500,000
Resolution 14614, May 10, 2021 authorizing $500,000
Resolution 14817, February 28, 2022 authorizing $500,000
Resolution 15034, October 24, 2022 authorizing $500,000
Resolution 15384, October 10, 2023 authorizing $750,000
Resolution 15638, May 13, 2024 authorizing $750,000
Resolution 15879, January 27, 2025 authorizing $750,000

BACKGROUND:

In 1999, an agreement was entered into between the City and PEDCO Foundation to place all rents and other payments received by the Foundation for the lease of the Pope Block Building (317 N. Main St.) into a separate escrow account, known previously as

the “1999 Escrow Account”. In 2008, the balance in this escrow account was $2,000,000. At that time, the Receivable Management Services Corporation agreed to modify its lease arrangements with PEDCO Foundation and lease additional space in the Building in order to employ an additional 250 full-time employees; provided, however, that the $2,000,000 balance in the 1999 Escrow Account (the Lease Proceeds Balance) be escrowed with the City’s Finance Department and pledged for the payment of Net Foundation Operating Expenses as defined under said lease. This arrangement, as well as other terms and conditions, was approved by the Council on March 24, 2008, by Resolution No. 11270. The term of the agreement was January 1, 2008 through March 1, 2013.

In July of 2012, all of the $2,000,000 escrowed funds had been spent for the reimbursement to Foundation for their Net Operating Expenses as defined in the agreement. Since that time, Foundation has incurred significant additional expenses related to the Building under the lease agreement between Foundation and RMS. In addition, the lease agreement has been extended by those parties. In January of 2015, ownership of the building was transferred to the City of Pueblo. The lease agreement with RMS (now iQor) is still in place, and the City is still responsible to the payment of the expenses incurred under the lease.

Periodically, additional funds are appropriated as needed to continue paying the expenses of the building. This Resolution will provide funding for operational expenses.

FINANCIAL IMPLICATIONS:

The amount of $750,000 is available in the 1992 - 2026 Sales and Use Tax Capital Improvement Projects Fund (the economic development half cent tax fund).

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If this Resolution is not approved, the City may be in default of the Lease agreement.

RECOMMENDATION:

City staff recommends approval of this Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE TRANSFER OF $750,000 TO PROJECT ED0801, RMS/IQOR LEASE: POPE BLOCK PREVIOUSLY ESTABLISHED IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENTS PROJECT FUND.

WHEREAS, the City of Pueblo is a party to a lease agreement which obligates the City to pay certain net expenses incurred at the Pope Block Building (317 N. Main St.); and

WHEREAS, additional funds are periodically provided, as necessary, for the costs incurred under said lease agreement; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The amount of $750,000 shall be transferred to Project ED0801, RMS/IQOR lease Pope Block.

SECTION 2.

Said funds shall be made available and transferred from the Projects to be Determined account within the 1992 – 2026 Sales and Use Tax Capital Improvements Project Fund.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: October 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION ESTABLISHING PROJECT NO. CI2519 - CITY PARK TENNIS COURT RENOVATION AND TRANSFERRING $609,631 FROM CAPITAL PROJECT CI1108 - CP TENNIS CLUBHOUSE RENOVATION INTO PROJECT NO. CI2519

SUMMARY:

This Resolution establishes Capital Project CI2519 - City Park Tennis Court Renovation and transfers $609,631 from Capital Project CI1108 to pay for the replacement of the old inefficient metal halide court lights to high-efficient LED court lights.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

The City Park Tennis Court Complex originally consisted of four courts that were constructed in the late 1950s. By the early to mid-1960s, the tennis facility was expanded from four to eight courts and in the early to mid-1970s, an additional nine courts completed the complex to a total of seventeen. It is estimated that the current court lights were installed in the early to mid-1970s and consist of old, inefficient metal halide light fixtures. Replacing them with new, high-efficiency LED lights will save the city a significant amount in electricity costs each year.

Every seven to ten years, the courts must be resurfaced to maintain safe playing conditions and improve aesthetics. The Parks and Recreation Department is planning on resurfacing the 17 courts in the spring of 2026. It is necessary to replace the existing lights prior to resurfacing in order to patch the holes in the court surface and to prevent potential court damage during the light replacement project.

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FINANCIAL IMPLICATIONS:

The funds available for this court light replacement project are from LT2301 and said project, CI2519. The total cost is to replace the City Park Tennis Complex lights is $1,063,500.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

The City will not be able to replace the old, inefficient City Park Tennis Complex lights if this Resolution is not approved.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

RESOLUTION NO. 16146

A RESOLUTION ESTABLISHING PROJECT NO. CI2519 - CITY PARK TENNIS COURT RENOVATION AND TRANSFERRING $609,631 FROM CAPITAL PROJECT CI1108 - CP TENNIS CLUBHOUSE RENOVATION INTO PROJECT NO. CI2519

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project No. CI2519 - City Park Tennis Court Renovation is hereby established.

SECTION 2.

Funds in the amount of $609,631 are hereby transferred from Project No. CI1108 into Project No. CI2519. Funds shall only be expended and used for this Project.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02E8DFFC3D43C...
CITY CLERK

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

City Clerk's Office Item # Q6

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF PUEBLO, COLORADO EXPRESSING SUPPORT FOR HOSTING A BUC-EE'S TRAVEL CENTER IN THE CITY OF PUEBLO

SUMMARY:

This Resolution expresses Council's support for the

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Buc-ee's, Ltd., has proposed the construction of a new travel center near Palmer Lake, Colorado near the Interstate 25 interchange at County Line Road. The project received considerable pushback from local residents due to concerns over traffic impacts, water availability, and more. The project appears to be stalled as the annexation of the project site into the Town of Palmer Lake was not approved.

This presents an opportunity for Pueblo to market its strengths to the Buc-ee's executive leadership team and to invite them to consider Pueblo as an alternative to their original proposed location. This Resolution will clearly convey City Council's support for Buc-ee's to strongly consider such a project.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

Not applicable to this Resolution.

ALTERNATIVES:

Failure to pass this Resolution will signal that City Council does not desire to invite Buc-ee's to expand its footprint here in Pueblo.

RECOMMENDATION:

Approval of this Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

RESOLUTION NO. 16147

A RESOLUTION OF THE CITY COUNCIL OF PUEBLO, COLORADO EXPRESSING SUPPORT FOR HOSTING A BUC-EE'S TRAVEL CENTER IN THE CITY OF PUEBLO

WHEREAS, the City of Pueblo is committed to fostering economic growth, business development, and job creation for its residents; and

WHEREAS, Buc-ee's, a nationally recognized travel center brand, has demonstrated a proven track record of investing in communities through significant capital investment, creation of hundreds of quality jobs, collection of local sales tax revenues, and provision of services to both residents and travelers; and

WHEREAS, the City of Pueblo recognizes that Buc-ee's facilities draw visitors from across the region, enhancing the community's reputation as a destination and contributing to the local economy; and

WHEREAS, the City Council is aware that recent efforts to site a Buc-ee's in Palmer Lake, Colorado encountered local opposition, and it is the desire of the City of Pueblo to demonstrate an openness and willingness to welcome new business opportunities; and

WHEREAS, the City of Pueblo, situated at a prime junction of Interstate 25, has the land availability, workforce, infrastructure, and business-friendly climate to support a project of this magnitude; and

WHEREAS, City Council wishes to extend an invitation to Buc-ee's leadership to consider Pueblo, Colorado as a strategic location for a future travel center investment;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City enthusiastically supports the prospect of a Buc-ee's travel center locating within the City limits and affirms its commitment to working collaboratively with Buc-ee's to identify a suitable site, expedite necessary reviews, and promote the success of such a project in Pueblo.

SECTION 2.

A copy of this Resolution shall be transmitted to the executive leadership of Buc-ee's, the Pueblo Economic Development Corporation, the Pueblo Urban Renewal Authority, and the Pueblo Chamber of Commerce.

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

SECTION 3.

This Resolution shall become effective immediately upon passage and approval by City Council.

INTRODUCED: October 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4F51823AB482...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

City Clerk's Office Item # Q7

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Brett Boston, Councilor
Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO BROADWAY THEATRE LEAGUE - PUEBLO IN THE AMOUNT OF $2,500 TO SPONSOR THEIR 2025-2026 SEASON

SUMMARY:

Attached for consideration is a request for support of the Broadway Theatre League in the amount of $2,500 to sponsor their 2025-2026 season. Sponsorship includes recognition in their publication playbill.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2018 for $7,800 and in 2021 for $792.

BACKGROUND:

City Council Members Sarah Martinez and Brett Boston are requesting $2,500 to sponsor the Broadway Theatre League's 2025-2026 season.

Sponsorship funds will be used to provide tickets to local students to attend Broadway Musical Productions who would otherwise be unable to afford to attend.

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 Broadway Theatre League – Pueblo.

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

This Resolution is at the request of Council Members Sarah Martinez and Brett Boston.

ATTACHMENTS:

1. Sponsorship Request Packet - Broadway Theatre League - Musicals
2. SOS - BROADWAY THEATRE LEAGUE OF PUEBLO, INC. Pulled 9.16.25
3. 2025 Contingencies (Council) Broadway Theatre League

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

RESOLUTION NO. 16148

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO BROADWAY THEATRE LEAGUE - PUEBLO IN THE AMOUNT OF $2,500 TO SPONSOR THEIR 2025-2026 SEASON

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 Broadway Theatre League - Pueblo to sponsor their 2025-2026 season.

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: October 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

city of PUEBLO colorado

Sponsorship Request

****Please submit requests at least one month in advance to allow for adequate processing time**

Requestor Name	Ed Perry, Board Member for Broadway Theatre League
Date	09/16/2025
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Broadway Theatre League
Organization Website	PUEBLOMEMORIALHALL.COM/BTLPUEBLO/
Please share your business or organizations mission/goals	To bring the best performances Broadway has to offer to Pueblo, CO., at the least amount of cost possible.
Sponsorship request for	Event
Requested Amount	$2500
Describe how contribution will be used	To assure that high school student in Pueblo and Pueblo County who otherwise could not afford to attend will be invited.
Event Title	BROADWAY THEATRE LEAGUE MUSICALS
Event Date	10/07/2025
Event Time	7:00 PM (MDT)
Event Location	Pueblo Memorial Hall
Admission to this event is	Paid
IF PAID IS SELECTED Cost of Admission	$75 to $112.00
Event Description:	Broadway Musical Productions
Does your organization hold multiple events per year?	Yes
If yes, please list the event titles and a short description.	The Adams Family, Kinky Boots and Mrs. Doubtfire, all musical productions direct from Broadway

Sponsorship Benefits	Recognition in our publication Playbill if desired
Company/Organization Classification	• Non-Profit
Is your organization currently in good standing with the Secretary of State?	Yes
Have you applied for CSAC funding?	No
What other organizations or entities are you requesting funding from?	Private donors and The Pueblo County Commissioners
What population(s) does your organization primarily serve? (multi select)	• Youth • Senior Citizens • Families • Adults • Disadvantaged – low income • LGBTQ+ • Veterans • Persons with disabilities
How many individuals did your organization serve last year?	Over 3000+ attendees
Please upload supporting documents such as sponsorship request letter, event flyer etc.	Broadway Theatre League Donation Request from Pueblo City Council.pdf

Payment Details

Make check payable to	Broadway Theatre League
Address	400 W. Abriendo Avenue Pueblo, CO 81004
Phone Number	719-320-1000

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo vendor application (found below) must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo, we will confirm the information listed above. If the information does not match our records, it must be updated using the City of Pueblo vendor application (found below) before payment can be processed. Completed vendor forms may be submitted directly to vendorinfo@pueblo.us.

Download the **Vendor Application**

August 20, 2025

Sarah, Dennis, Mark, Regina, Roger, Brett and Joe:

As a multi-year board member of the Broadway Theatre League of Pueblo, and on behalf of the entire Board of Trustees, I am humbly asking City Council to consider a request of $2500 to assist our organization in assuring that we remain solvent and that we are able to continue bringing professional Broadway Productions to Pueblo. Not many cities of our size throughout the country are able to afford their citizens an opportunity to enjoy the calibre of productions that we are fortunate enough to secure for Pueblo. We are about to begin our outstanding 2025-2026 season which will feature The Adams Family, Mrs. Doubtfire and Kinky Boots. Funding is so important to ensure that our organization survives going forward.

As a non-profit 501 C-3 organization, we rely greatly on fundraising as it is tantamount to our success. Coming out of the pandemic a few years ago was a challenge for us and it has been an uphill battle not only getting our patrons to purchase tickets and return to our venue but also encouraging new patrons to buy tickets. The arts in particular have suffered, costs have skyrocketed and we are doing all in our collective power to assure that the Broadway Theatre League remains "alive and well in Pueblo."

A main charge of mine is to assist in raising the necessary monies for our organization via contributions, sponsorships and advertising. Financial support is absolutely vital and the heartbeat assuring our survival. Your past support has helped us immensely.

Thank you in advance for your consideration and hopefully for your financial support for this very vital organization, which endeavors to bring the very best theatre to Pueblo, with memories which will most assuredly last a lifetime. We are also so proud of the fact that through generous donations, we are able to introduce theatre to hundreds of students in Pueblo County, who otherwise would not be able to attend.

Much gratitude,

Ed Perry
Board of Trustees
Fundraising, Advertising and Sponsorships
[redacted]
[redacted](email)

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,

BROADWAY THEATRE LEAGUE OF PUEBLO, INC.

is a

Nonprofit Corporation

formed or registered on 10/30/1959 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 19871208247 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/10/2025 that have been posted, and by documents delivered to this office electronically through 09/16/2025 @ 15:49:40 .

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 09/16/2025 @ 15:49:40 in accordance with applicable law. This certificate is assigned Confirmation Number 17692207 .

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."

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/13/25	Boys & Girls Club Champions of Youth Dinner		$ 2,000.00		$ 98,000.00
1/27/25	Pueblo Chamber Annual Gala and Citizen of the Year Table		$ 1,000.00		$ 97,000.00
1/27/25	Mt Carmel Veterans Salute to Heroes		$ 2,000.00		$ 95,000.00
2/10/25	Super Team PCSO St. Baldrick's		$ 1,000.00		$ 94,000.00
2/10/25	Latino Chamber of Commerce Annual Dinner Rio Carnival		$ 1,100.00		$ 92,900.00
2/10/25	Team Pueblo Volleyball		$ 1,000.00		$ 91,900.00
2/10/25	Greater Pueblo Chamber for Delegation from Chihuahua		$ 2,140.12		$ 89,759.88
2/24/25	Kadoya Gallery The Dig Talks		$ 1,200.00		$ 88,559.88
2/24/25	Mariposa Center for Safety - Chocolate Indulgence		$ 800.00		$ 87,759.88
3/24/25	BITS of Freedom Kentucky Derby Party		$ 2,000.00		$ 85,759.88
3/24/25	ARC of Pueblo Golden Tortilla		$ 1,000.00		$ 84,759.88
3/24/25	Junior League Tour a Truck		$ 1,500.00		$ 83,259.88
3/24/25	Child Advocacy Center National Child Abuse Prevention Month		$ 1,000.00		$ 82,259.88
4/14/25	Pueblo Zoofari		$ 2,000.00		$ 80,259.88
4/14/25	Latino Chamber of Commerce 40 Under 40 Awards		$ 1,000.00		$ 79,259.88
4/14/25	Memorial Hall / Pueblo Has Talent		$ 1,900.00		$ 77,359.88
4/14/25	El Movimiento Sigue - Cinco De Mayo		$ 2,000.00		$ 75,359.88
4/14/25	Pueblo Library District Book Lovers Ball and Summer Reading		$ 2,000.00		$ 73,359.88
4/28/25	District 60 - Pueblo Summer Musical		$ 1,000.00		$ 72,359.88
4/28/25	Mad Fresh Productions - Summer Hip Hop Festival		$ 2,500.00		$ 69,859.88
5/12/25	NALC - Boys and Girls Club		$ 1,000.00		$ 68,859.88
5/12/25	School District 60 Edu. Foundation Inc - Cornhole at Dutch Clark Stadium		$ 1,000.00		$ 67,859.88
5/12/25	Colorado Preservation Inc. - On the Road		$ 1,000.00		$ 66,859.88
5/27/25	Dancing with the Pueblo Starz - Pueblo Diversified Industries		$ 1,500.00		$ 65,359.88
5/27/25	Rollin on the Riverwalk		$ 2,500.00		$ 62,859.88
5/27/25	YMCA of Pueblo - Moonlight on the Mountain Celebration		$ 1,500.00		$ 61,359.88
6/9/25	Honor Flight of So Co - Summer Bash 2025		$1,400.00		$ 59,959.88
6/9/25	Pueblo FireFighters Historical Society		$ 750.00		$ 59,209.88
6/9/25	Pueblo Chamber of Commerce - Chile Festival Balloon Fest		$ 2,500.00		$ 56,709.88
6/9/25	CATCH Youth - Pignanelli Partners		$ 750.00		$ 55,959.88
6/9/25	HardKnox		$ 3,500.00		$ 52,459.88
6/23/25	Pueblo County Pickleball Association - So Co Championship		$ 750.00		$ 51,709.88
6/23/25	Pueblo Rangers Soccer Club		$ 750.00		$ 50,959.88
6/23/25	Mariposa Center for Safety - Tribute to Women		$ 2,500.00		$ 48,459.88
6/23/25	Sangre de Cristo Arts and Conference Center		$ 1,750.00		$ 46,709.88
7/14/25	SRDA BBQ Fundraiser & Cruise In		$ 1,000.00		$ 45,709.88
7/14/25	Lake Avenue Community Church		$ 2,500.00		$ 43,209.88
7/14/25	~~The Pueblo Historical Aircraft Society~~		$ -		$ 43,209.88
7/14/25	The Roselawn Company		$ 1,700.00		$ 41,509.88
7/14/25	PAWS for Life - Pints for Paws		$ 1,500.00		$ 40,009.88
7/28/25	Latinas First Foundation 13th Annual Luncheon		$ 1,500.00		$ 38,509.88
7/28/25	Assistance League Pueblo - Holiday Fashion Show Preview		$ 2,500.00		$ 36,009.88
7/28/25	The Pueblo Historical Aircraft Society		$ 5,000.00		$ 31,009.88
7/28/25	Noche de Fiesta		$ 1,000.00		$ 30,009.88
7/28/25	NeighborWorks Southern Colorado		$ 2,000.00		$ 28,009.88
8/11/25	Catholic Charities of Southern Colorado		$ 1,000.00		$ 27,009.88
8/11/25	UCHealth Parkview Foundation - 44th Annual Starlight Gala		$ 1,500.00		$ 25,509.88
8/11/25	Southern Colorado Equality Alliance - Pueblo Pride		$ 1,000.00		$ 24,509.88
8/25/25	Voices Against Gun Violence		$ 1,000.00		$ 23,509.88
8/25/25	Spark by Project Helping Suicide Memory Walk		$ 1,000.00		$ 22,509.88
9/8/25	Garcia Foundation - The PLACE		$ 750.00		$ 21,759.88
9/8/25	Servicios de La Raza - Joven Noble		$ 1,000.00		$ 20,759.88
9/8/25	Pueblo County Historical Society - Living History: Clay Jenkinson as Roosevelt and Oppenheimer		$ 1,000.00		$ 19,759.88
9/22/25	United Way Pueblo County - Campaign Kick Off		$ 750.00		$ 19,009.88
9/22/25	Pueblo Latino Vets Assoc. - Legacies of Courage Awards		$ 1,500.00		$ 17,509.88
10/14/25	Broadway Theatre League		$ 2,500.00		$ 15,009.88

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Brett Boston, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO HABITAT FOR HUMANITY IN THE AMOUNT OF $1,000 TO SPONSOR RAMP UP PUEBLO

SUMMARY:

Attached for consideration is a request for support of the Ramp Up Pueblo Coalition in the amount of $1,000 to sponsor the Ramp Up Pueblo program.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Brett Boston is requesting $1,000 to sponsor the Ramp Up Pueblo Coalition, a partnership between the Pueblo Fire Dept DOTS Program and Habitat for Humanity and their program Ramp Up Pueblo.

Ramp Up Pueblo is a partnership between Habitat for Humanity of Pueblo, and The Pueblo Fire Department's D.O.T.S. Program. Ramp Up Pueblo—a focused initiative to build and install wheelchair-accessible ramps for children, elderly, disabled, and mobility-challenged individuals in our community. The need for accessibility ramps cannot be understated. Being able to come and go as you please from your own home not only affects your physical health, but your mental health as well. These ramps do more than improve physical access—they restore dignity, promote independence, create bonding with family and friends and help people remain safely in their homes.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,000 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Habitat For Humanity.

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

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

ATTACHMENTS:

1. Sponsorship Request Packet - Habitat for Humanity - Ramp Up Pueblo
2. SOS - HABITAT FOR HUMANITY OF PUEBLO, INC Pulled 10.1.25
3. 2025 Contingencies (Council) Habitat for Humanity - Ramp Up Pueblo

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

RESOLUTION NO. 16149

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO HABITAT FOR HUMANITY IN THE AMOUNT OF $1,000 TO SPONSOR RAMP UP PUEBLO

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,000 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Habitat For Humanity to sponsor Ramp Up Pueblo.

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: October 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

city of PUEBLO colorado

Sponsorship Request

**Please submit requests at least one month in advance to allow for adequate processing time

Requestor Name	Kelly Firestone
Date	09/18/2025
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Ramp Up Pueblo Coalition - Pueblo Fire Dept DOTS Program and Habitat For Humanity
Organization Website	www.hfhpueblo.org
Please share your business or organizations mission/goals	Ramp Up Pueblo is a partnership between Habitat for Humanity of Pueblo, and The Pueblo Fire Department's D.O.T.S. Program. Thanks to community donations and grant support, ramps are provided at no cost to qualified Pueblo County residents. Together, we can change lives—one ramp at a time. 100% of donations for this program go towards the cost of building ramps but we can't do it without you. With your support, Ramp Up Pueblo will: • Build custom, ADA-compliant ramps for qualifying residents in need. • Prioritize low-income homeowners who lack the resources for modifications. • Contract skilled professionals to ensure high-quality, lasting work. Ramps can cost anywhere from $3,000 - $12,000.00, and every donation moves us closer to giving another neighbor the freedom to safely enter and exit their home.
Sponsorship request for	Program
Requested Amount	$5,000
Describe how contribution will be used	100% of the donation will go directly to ramp construction
Program Title	Ramp Up Pueblo
Location	2313 S Prairie, Pueblo, CO 81005
Participation Fee	$0.00
What population does this program serve?	Children, elderly, disabled, and mobility-challenged individuals
Program Description	Ramp Up Pueblo—a focused initiative to build and install wheelchair-accessible ramps for children, elderly, disabled, and mobility-challenged individuals in our

	community. The need for accessibility ramps cannot be understated. Being able to come and go as you please from your own home not only affects your physical health, but your mental health as well. We strive to give Pueblo County Residents, who need some help getting around, the freedom to live their lives without worrying about how they'll get in and out of their homes. These ramps do more than improve physical access—they restore dignity, promote independence, create bonding with family and friends and help people remain safely in their homes.
Sponsorship Benefits	Recognition on HFH website, recognition at the event, recognition on all social media handles
Company/Organization Classification	• Non-Profit
Is your organization currently in good standing with the Secretary of State?	Yes
Have you applied for CSAC funding?	No
What other organizations or entities are you requesting funding from?	Community non-profits, community businesses, and Pueblo Citizens
What population(s) does your organization primarily serve? (multi select)	• Disadvantaged – low income • Youth • Adults • Families • Senior Citizens • LGBTQ+ • Persons with disabilities • Veterans • Individuals with substance abuse disorders
How many individuals did your organization serve last year?	2024 (9 ramps) and 2025 to current (9 ramps)
Please upload supporting documents such as sponsorship request letter, event flyer etc.	Ramp Up Fall Festival 2025.pdf Ramp Up Pueblo 10.4.2025 Request.pdf

Payment Details

Make check payable to	Habitat For Humanity Inc Pueblo
Address	2704 S Prairie, Unit D, Pueblo, CO 81005
Phone Number	719-334-0428

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo vendor application (found below) must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo, we will confirm the information listed above. If the information does not match our records, it must be updated using the City of Pueblo vendor application (found below) before payment can be processed. Completed vendor forms may be submitted directly to vendorinfo@pueblo.us.

Download the **Vendor Application**

Habitat for Humanity® of Pueblo, Inc.

PUEBLO FIRE DEPARTMENT

D.O.T.S.

Directing Others To Services

Dear

Help us maintain Freedom, Dignity, and Independence—One Ramp at a Time, At Habitat for Humanity of Pueblo, we believe that everyone deserves a safe and accessible home. **Ramp Up Pueblo**—a focused initiative to build and install wheelchair-accessible ramps for children, elderly, disabled, and mobility-challenged individuals in our community. The need for accessibility ramps cannot be understated. Being able to come and go as you please from your own home not only affects your physical health, but your mental health as well. We strive to give Pueblo County Residents, who need some help getting around, the freedom to live their lives without worrying about how they'll get in and out of their homes. These ramps do more than improve physical access—they restore dignity, promote independence, create bonding with family and friends and help people remain safely in their homes. **Ramp Up Pueblo** is a partnership between Habitat for Humanity of Pueblo, and The Pueblo Fire Department's D.O.T.S. Program. Thanks to community donations and grant support, ramps are provided **at no cost** to qualified Pueblo County residents. Together, we can change lives**—one ramp at a time. 100% of donations for this program go towards the cost of building ramps** but **we can't do it without you.**

With your support, **Ramp Up Pueblo** will:

- Build custom, ADA-compliant ramps for qualifying residents in need.
- Prioritize low-income homeowners who lack the resources for modifications.
- Contract skilled professionals to ensure high-quality, lasting work.

Your gift of $500.00, $1,000, or any amount will help cover the cost of materials, labor, and permits. Ramps can cost anywhere from **$3,000 - $12,000.00**, and every donation moves us closer to giving another neighbor the freedom to safely enter and exit their home.

Would you consider making a tax-deductible contribution today to support this critical effort?

Thank you for being a vital part of the Habitat for Humanity mission.

With gratitude,
Yvonne Rampa
Executive Director
Habitat for Humanity of Pueblo, Inc.

2313 S. Prairie Ave | Pueblo, CO 81005
719.289.5712 | yvonne.rampa@hfhpueblo.org | https://www.hfhpueblo.org/rampuppueblo|

JOIN US FOR OUR RAMP UP PUEBLO

FALL FESTIVAL

Fundraiser

Saturday, October 4th | 11AM - 2PM

HABITAT FOR HUMANITY OF PUEBLO, INC. RESTORE

2313 S Prairie Ave 81005

RAMP UP PUEBLO SPONSORSHIP OPPORTUNITIES

**ALL SPONSORSHIP DONATIONS WILL GO DIRECTLY TOWARDS THE RAMP BUILDS **

At Habitat for Humanity of Pueblo, we believe everyone deserves a safe and accessible home. Ramp Up Pueblo is a dedicated initiative to build and install wheelchair-accessible ramps for children, seniors, disabled, and mobility-challenged individuals in our community.

The ability to enter and exit your own home freely impacts not only physical health but also mental well-being. With your support, we can restore dignity, promote independence, strengthen family bonds, and help Pueblo County residents remain safely in their homes.

But we can't do it without you.

SPONSOR LEVELS :

Yellow Sponsor - $1,000
One table at the event

Orange Sponsor - $2,500
One table at the event
Advertisement in event materials

Red Sponsor - $5,000
One table at the event
Advertisement in event materials
Recognition on our website

YOUR SUPPORT WILL HELP US:

- ✓ Build custom, ADA-compliant ramps for qualifying residents
- ✓ Prioritize low-income homeowners with limited resources
- ✓ Partner with skilled professionals to ensure safe, high-quality work

CONTACT YVONNE RAMPA
719-334-0428

Habitat for Humanity® of Pueblo

Join us in giving the gift of freedom, safety, and independence.

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,

HABITAT FOR HUMANITY OF PUEBLO, INC.

is a

Nonprofit Corporation

formed or registered on 04/19/1989 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 19891037947 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/30/2025 that have been posted, and by documents delivered to this office electronically through 10/01/2025 @ 11:01:34 .

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 10/01/2025 @ 11:01:34 in accordance with applicable law. This certificate is assigned Confirmation Number 17744638 .

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."

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/13/25	Boys & Girls Club Champions of Youth Dinner		$ 2,000.00		$ 98,000.00
1/27/25	Pueblo Chamber Annual Gala and Citizen of the Year Table		$ 1,000.00		$ 97,000.00
1/27/25	Mt Carmel Veterans Salute to Heroes		$ 2,000.00		$ 95,000.00
2/10/25	Super Team PCSO St. Baldrick's		$ 1,000.00		$ 94,000.00
2/10/25	Latino Chamber of Commerce Annual Dinner Rio Carnival		$ 1,100.00		$ 92,900.00
2/10/25	Team Pueblo Volleyball		$ 1,000.00		$ 91,900.00
2/10/25	Greater Pueblo Chamber for Delegation from Chihuahua		$ 2,140.12		$ 89,759.88
2/24/25	Kadoya Gallery The Dig Talks		$ 1,200.00		$ 88,559.88
2/24/25	Mariposa Center for Safety - Chocolate Indulgence		$ 800.00		$ 87,759.88
3/24/25	BITS of Freedom Kentucky Derby Party		$ 2,000.00		$ 85,759.88
3/24/25	ARC of Pueblo Golden Tortilla		$ 1,000.00		$ 84,759.88
3/24/25	Junior League Tour a Truck		$ 1,500.00		$ 83,259.88
3/24/25	Child Advocacy Center National Child Abuse Prevention Month		$ 1,000.00		$ 82,259.88
4/14/25	Pueblo Zoofari		$ 2,000.00		$ 80,259.88
4/14/25	Latino Chamber of Commerce 40 Under 40 Awards		$ 1,000.00		$ 79,259.88
4/14/25	Memorial Hall / Pueblo Has Talent		$ 1,900.00		$ 77,359.88
4/14/25	El Movimiento Sigue - Cinco De Mayo		$ 2,000.00		$ 75,359.88
4/14/25	Pueblo Library District Book Lovers Ball and Summer Reading		$ 2,000.00		$ 73,359.88
4/28/25	District 60 - Pueblo Summer Musical		$ 1,000.00		$ 72,359.88
4/28/25	Mad Fresh Productions - Summer Hip Hop Festival		$ 2,500.00		$ 69,859.88
5/12/25	NALC - Boys and Girls Club		$ 1,000.00		$ 68,859.88
5/12/25	School District 60 Edu. Foundation Inc - Cornhole at Dutch Clark Stadium		$ 1,000.00		$ 67,859.88
5/12/25	Colorado Preservation Inc. - On the Road		$ 1,000.00		$ 66,859.88
5/27/25	Dancing with the Pueblo Starz - Pueblo Diversified Industries		$ 1,500.00		$ 65,359.88
5/27/25	Rollin on the Riverwalk		$ 2,500.00		$ 62,859.88
5/27/25	YMCA of Pueblo - Moonlight on the Mountain Celebration		$ 1,500.00		$ 61,359.88
6/9/25	Honor Flight of So Co - Summer Bash 2025		$1,400.00		$ 59,959.88
6/9/25	Pueblo FireFighters Historical Society		$ 750.00		$ 59,209.88
6/9/25	Pueblo Chamber of Commerce - Chile Festival Balloon Fest		$ 2,500.00		$ 56,709.88
6/9/25	CATCH Youth - Pignanelli Partners		$ 750.00		$ 55,959.88
6/9/25	HardKnox		$ 3,500.00		$ 52,459.88
6/23/25	Pueblo County Pickleball Association - So Co Championship		$ 750.00		$ 51,709.88
6/23/25	Pueblo Rangers Soccer Club		$ 750.00		$ 50,959.88
6/23/25	Mariposa Center for Safety - Tribute to Women		$ 2,500.00		$ 48,459.88
6/23/25	Sangre de Cristo Arts and Conference Center		$ 1,750.00		$ 46,709.88
7/14/25	SRDA BBQ Fundraiser & Cruise In		$ 1,000.00		$ 45,709.88
7/14/25	Lake Avenue Community Church		$ 2,500.00		$ 43,209.88
7/14/25	~~The Pueblo Historical Aircraft Society~~		$ -		$ 43,209.88
7/14/25	The Roselawn Company		$ 1,700.00		$ 41,509.88
7/14/25	PAWS for Life - Pints for Paws		$ 1,500.00		$ 40,009.88
7/28/25	Latinas First Foundation 13th Annual Luncheon		$ 1,500.00		$ 38,509.88
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7/28/25	NeighborWorks Southern Colorado		$ 2,000.00		$ 28,009.88
8/11/25	Catholic Charities of Southern Colorado		$ 1,000.00		$ 27,009.88
8/11/25	UCHealth Parkview Foundation - 44th Annual Starlight Gala		$ 1,500.00		$ 25,509.88
8/11/25	Southern Colorado Equality Alliance - Pueblo Pride		$ 1,000.00		$ 24,509.88
8/25/25	Voices Against Gun Violence		$ 1,000.00		$ 23,509.88
8/25/25	Spark by Project Helping Suicide Memory Walk		$ 1,000.00		$ 22,509.88
9/8/25	Garcia Foundation - The PLACE		$ 750.00		$ 21,759.88
9/8/25	Servicios de La Raza - Joven Noble		$ 1,000.00		$ 20,759.88
9/8/25	Pueblo County Historical Society - Living History: Clay Jenkinson as Roosevelt and Oppenheimer		$ 1,000.00		$ 19,759.88
9/22/25	United Way Pueblo County - Campaign Kick Off		$ 750.00		$ 19,009.88
9/22/25	Pueblo Latino Vets Assoc. - Legacies of Courage Awards		$ 1,500.00		$ 17,509.88
10/14/25	Broadway Theatre League		$ 2,500.00		$ 15,009.88
10/14/25	Habitat for Humanity - Ramp Up Pueblo		$ 1,000.00		$ 14,009.88

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION ESTABLISHING PROJECT ACCOUNT CI2521 - GREYHOUND PARK BLIGHT REMOVAL, TRANSFERRING FUNDS IN THE AMOUNT OF $500,000 FROM PROJECT ACCOUNT CI2113 - AMERICAN RESCUE PLAN ACT AND DEPOSITING AND APPROPRIATING $500,000 INTO PROJECT ACCOUNT CI2521 - GREYHOUND PARK BLIGHT REMOVAL

SUMMARY:

This Resolution transfers funds in the amount of $500,000 sourced from the interest generated on funds held within Project Account CI2113 - American Rescue Plan Act into a new Project Account CI2521 - Greyhound Park Blight Removal and appropriates those funds into the newly created account.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The landowner of the Pueblo Greyhound Park located south of Pueblo Boulevard on Lake Avenue has previously applied to Pueblo Urban Renewal Authority's assistance in funding a demolition project including the removal of blighted structures located on the property in order to facilitate redevelopment of the area. Buildings on the property have been vandalized multiple times and have suffered significant damage and remain in a state of disrepair and is an attractive nuisance affecting all property owners in the area.

FINANCIAL IMPLICATIONS:

This Resolution will appropriate the funding for the City to incentivize the demolition work. No funds will be expended on this project until a separate development agreement between the City and the developer is approved by City Council and executed by the Mayor at a future date. At this time, staff contemplates a cost reimbursement

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

arrangement under which the developer would prosecute the cleanup work and, upon successful completion of the work, submit a request to the City for reimbursement of his demolition costs in an amount not to exceed $500,000.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution

STAKEHOLDER PROCESS:

Although the City is budgeting and appropriating the full amount of the incentive, Pueblo Urban Renewal Authority has expressed interest in sharing the cost with the City. The Authority has indicated that they will not be able to provide that funding in 2025, but is working to appropriate $216,000 in its 2026 budget as a prospective reimbursement to the City.

ALTERNATIVES:

Failure to approve this Resolution will preclude the City from providing an incentive toward redevelopment of the former Pueblo Greyhound Park property.

RECOMMENDATION:

Approval of this Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 6DAF725E-16E0-4DDF-AA05-17058D55BA3D

RESOLUTION NO. 16150

A RESOLUTION ESTABLISHING PROJECT ACCOUNT CI2521 - GREYHOUND PARK BLIGHT REMOVAL, TRANSFERRING FUNDS IN THE AMOUNT OF $500,000 FROM PROJECT ACCOUNT CI2113 - AMERICAN RESCUE PLAN ACT AND DEPOSITING AND APPROPRIATING $500,000 INTO PROJECT ACCOUNT CI2521 - GREYHOUND PARK BLIGHT REMOVAL

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project Account CI2521 - Greyhound Park Blight Removal is hereby established.

SECTION 2.

Funds in the amount of $500,000.00 are hereby transferred from Project Account CI2113 - American Rescue Plan Act and deposited and appropriated into Project Account CI2521 - Greyhound Park Blight Removal.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: October 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02ERDFEC3D43C...
CITY CLERK

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION ESTABLISHING PROJECT NO. CI2510 – CONVERGYS SITE REDEVELOPMENT, TRANSFERRING $85,309.57 FROM PROJECT PL0804 - SANTA FE & 1ST STREET (CITY CENTER) IMPROVEMENT PROJECT; $188,251.67 FROM PROJECT CI1901 - DEMOLITION/ABATEMENT OF DANGEROUS BUILDINGS, $149,324.52 FROM PROJECT CI1809 - 2018 ABATEMENT/DEMO OF BUILDINGS; $71,914.23 FROM PROJECT CI1605 - 2016 ABATEMENT AND DEMOLITION OF DANGEROUS BUILDINGS; AND $105,200.01 FROM PROJECT CIAN23 - DEMOLITION OF UNSAFE STRUCTURES INTO PROJECT NO. CI2510, AND APPROPRIATING A TOTAL OF $600,000.00 INTO PROJECT NO. CI2510 - CONVERGYS SITE REDEVELOPMENT

SUMMARY:

This Resolution establishes Project No. CI2510 – Convergys Site Redevelopment, transferring $85,310.52 from Project PL0804 - Santa Fe & 1st Street (City Center) Improvement Project; $188,251.67 from Project CI1901 - Demolition/Abatement of Dangerous Buildings, $149,324.52 from Project CI1809 - 2018 Abatement/Demo of Buildings; $71,914.23 from Project CI1605 - 2016 Abatement and Demolition of Dangerous Buildings; and $8,726.00 from Project CIAN23 - Demolition of Unsafe Structures into Project No. CI2510, and appropriating a total of $600,000.00 into Project No. CI2510 - Convergys Site Redevelopment.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Resolution consolidates available capital funds into a new project account to facilitate redevelopment of the former Convergys property to create a new affordable housing development on the site. Development agreements and other relevant

documents related to the project will be brought forward to Council under separate ordinance/resolution in the future.

FINANCIAL IMPLICATIONS:

Approval of this Resolution will result in funds in the amount of $600,000 being budgeted and appropriated into a new project account designated as PL2510 - Convergys Site Redevelopment. Funds will be consolidated from the project accounts listed below:

PL0804 - Santa Fe & 1st Street (City Center) Improvements - $85,310.52
CI1901 - Abatement/Demolition of Buildings - $188,251.67
CI1809 - 2018 Abatement of Dangerous Buildings - $149,324.52
CI1605 - 2016 Abatement of Dangerous Buildings - $71,914.23
CIAN23 - Demolition of Dangerous Buildings - $105,199.06

TOTAL: $600,000

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to approve this Resolution will prevent the City from budgeting and appropriating funding for the redevelopment of the former Convergys property.

RECOMMENDATION:

Approval of this Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION ESTABLISHING PROJECT NO. CI2510 – CONVERGYS SITE REDEVELOPMENT, TRANSFERRING $85,309.57 FROM PROJECT PL0804 - SANTA FE & 1ST STREET (CITY CENTER) IMPROVEMENT PROJECT; $188,251.67 FROM PROJECT CI1901 - DEMOLITION/ABATEMENT OF DANGEROUS BUILDINGS, $149,324.52 FROM PROJECT CI1809 - 2018 ABATEMENT/DEMO OF BUILDINGS; $71,914.23 FROM PROJECT CI1605 - 2016 ABATEMENT AND DEMOLITION OF DANGEROUS BUILDINGS; AND $105,200.01 FROM PROJECT CIAN23 - DEMOLITION OF UNSAFE STRUCTURES INTO PROJECT NO. CI2510, AND APPROPRIATING A TOTAL OF $600,000.00 INTO PROJECT NO. CI2510 - CONVERGYS SITE REDEVELOPMENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project No. CI2510 - Convergys Site Redevelopment is hereby established.

SECTION 2.

The Director of Finance is directed to transfer funds in the total amount of $600,000.00 by transferring $85,310.52 from Project PL0804 - Santa Fe & 1st Street (City Center) Improvement Project; $188,251.67 from Project CI1901 - Demolition/Abatement of Dangerous Buildings, $149,324.52 from Project CI1809 - 2018 Abatement/Demo of Buildings; $71,914.23 from Project CI1605 - 2016 Abatement and Demolition of Dangerous Buildings; and $105,199.06 from Project CIAN23 - Demolition of Unsafe Structures into Project No. CI2510, and appropriating a total of $600,000.00 into Project No. CI2510 - Convergys Site Redevelopment.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective upon passage and approval.

INTRODUCED: October 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____

CITY CLERK

Docusign Envelope ID: D341F3CA-77AE-41A9-83D4-A4D6C931525C

City Clerk's Office Item # R1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

SUMMARY:

The applicant is requesting to subdivide 9.384-acres into a 133-townhome lot development to include private streets, parcels for pedestrian circulation, drainage, parking, landscaping, dumpster enclosures, clubhouse, swimming pool and mail kiosks.

PREVIOUS COUNCIL ACTION:

On May 23, 2022, City Council approved the River's Run Subdivision 1st Amendment by Ordinance No. 10193. (S-22-01)

The applicant is concurrently requesting to establish the Townhomes at River's Run, Special Area Plan. (SAP-24-02)

BACKGROUND:

The subject property is a re-subdivision of Lot 1, Block 1, River's Run Subdivision, 1st Amendment, which is located north of Portland Avenue and west of South Norwood Avenue. The proposed subdivision divides the property into 133 townhome lots, multiple parcels for common area, sidewalks, landscaping, refuse, mail kiosks, clubhouse, swimming pool, and private streets that will be owned, developed and maintained by the Rivers Run Flats Homeowners Association, Inc. A Special Area Plan is proposed for this subdivision to allow for the unique development of private streets and attached townhomes on individual lots, which do not meet the minimum standards for single-family residences in a R-5 Zone District. Each townhome will be located on an individual lot and will have a one car garage that is accessed from the private street. The townhome units located at each end of the four-unit structure will have an additional surface parking space complete with curb stop, in addition to the 18-foot-long driveway. The two middle units only have a one-car garage and 18-foot-long driveway. All townhomes will have a

Docusign Envelope ID: D341F3CA-77AE-41A9-83D4-A4D6C931525C

small fenced private yard which fronts onto a pedestrian path, located within parcels, providing pedestrian circulation throughout the development. The proposed development also includes drainage and detention parcels that will be landscaped. Approximately 18 visitor parking spaces will be provided throughout the proposed development, with seven spaces provided adjacent to the proposed clubhouse and swimming pool. An additional 10 visitor parking spaces will be provided within Block 2 of the subdivision, east of Rivers Run Avenue. Landscaping will be provided along the entire periphery of the development. The proposed development is in an R-5, Multiple Residential and Office Zone District, which requires a minimum lot width of 50 feet for single-family homes but does not provide minimum standards for single-family attached townhomes located on individual lots; therefore the applicant is seeking a Special Area Plan to allow for unique development of attached homes on narrow lots as allowed by Section 17-4-29, of the Pueblo Municipal Code. It is staff's opinion that because the proposed subdivision is located less than a quarter mile from the 2.8-acre park in the River's Run Subdivision and the proposed subdivision will provide a private clubhouse and swimming pool, park land dedication is not critical, and a cash payment in lieu of public park dedication is appropriate.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 11, 2024 Regular Meeting, voted 5-0 to recommend approval, Commissioners Pasternak and Maestri absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development of the site.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. S-24-06 Attachments

Docusign Envelope ID: D341F3CA-77AE-41A9-83D4-A4D6C931525C

ORDINANCE NO. 11048

AN ORDINANCE APPROVING THE TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

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

SECTION 1.

The final plat of the Townhomes at River's Run, A Special Area Plan, being a subdivision of land legally described as:

LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT, AS RECORDED UNDER RECEPTION NUMBER 2323042 AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01 AS RECORDED UNDER RECEPTION NUMBER 2323048, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

CONTAINING A TOTAL CALCULATED AREA OF 408,783 SQUARE FEET OR 9.384 ACRES

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation, or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-l0-l0l, 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.

Docusign Envelope ID: D341F3CA-77AE-41A9-83D4-A4D6C931525C

SECTION 4.

The officers and staff of the City are authorized and 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 September 22, 2025.

Final adoption of Ordinance by City Council on October 14, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 10/16/2025 | 10:50 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Docusign Envelope ID: D341F3CA-77AE-41A9-83D4-A4D6C931525C

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

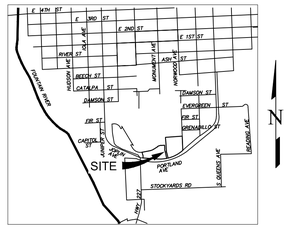
ATTEST

DocuSigned by:
7C02EBDFFC3D43C...

_____
City Clerk

TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01 BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.



DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT LEGENDS SUBDIVISION, LLC., A UTAH LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING PROPERTY:

LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT, AS RECORDED UNDER RECEPTION NUMBER 2323042 AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01 AS RECORDED UNDER RECEPTION NUMBER 2323048, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

CONTAINING A TOTAL CALCULATED AREA OF 408,783 SQUARE FEET OR 9.384 ACRES

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO PARCELS AND LOTS AND BLOCKS, AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR DRAINAGE AND PUBLIC UTILITIES AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED AND NAMED AS SHOWN ON THE ANNEXED PLAT FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN"

ALL OF THE EASEMENTS FOR DRAINAGE, PUBLIC AND CITY UTILITY EASEMENTS, SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

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).

PARCELS A, C, D, E, F AND H ARE FOR THE USE OF COMMON AREA, OPEN SPACE, SIDEWALKS, IRRIGATION, LANDSCAPING IMPROVEMENTS, DRAINAGE, DUMPSTER ENCLOSURES, CLUBHOUSE, POOL AND MAIL KIOSKS AND WILL BE OWNED AND MAINTAINED BY RIVERS RUN FLATS HOMEOWNERS ASSOCIATION, INC.

PARCELS B AND G ARE FOR THE USE OF PRIVATE STREET ACCESS AND WILL BE OWNED AND MAINTAINED BY RIVERS RUN FLATS HOMEOWNERS ASSOCIATION, INC.

ACCESS TO THE SITE WILL BE FROM RIVER'S RUN AVENUE FOR BLOCK 1 AND FROM BRADLEY STREET FOR BLOCK 2. PRIVATE STREET ACCESS FOR THE HOMEOWNERS WILL BE PROVIDED FOR THE HOMEOWNERS BY THE COVENANTS FOR _____AS RECORDED UNDER RECEPTION NUMBER _____.

THE UNDERSIGNED OWNER HEREBY CONSENTS TO THE ACCESS RESTRICTIONS HEREON.

A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER(S) KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION.

DRAINAGE FACILITIES WILL BE REQUIRED AND LOCATED OFF-SITE. REQUISITE DRAINAGE FACILITIES, IF NOT EXISTING, ARE TO BE CONSTRUCTED AND MAINTAINED AT THE TIME OR PRIOR TO CONSTRUCTION OF INFRASTRUCTURE WITHIN THIS SUBDIVISION.

ALL LOTS WITHIN BLOCK 1 OF THIS SUBDIVISION ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED JUNE 14, 2023 AND RECORDED AT RECEPTION NUMBER 2323047.

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.*

DEDICATION CONTINUED

IN WITNESS WHEREOF: THE AFOREMENTIONED LEGENDS SUBDIVISION, LLC, A UTAH LIMITED LIABILITY COMPANY, BY AARON S. HAAGA, MANAGER, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 202___, A.D.

LEGENDS SUBDIVISION, LLC., A UTAH LIMITED LIABILITY COMPANY

_____
AARON S. HAAGA, MANAGER

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 202___, A.D. BY AARON S. HAAGA, MANAGER OF LEGENDS SUBDIVISION, LLC, A UTAH LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC

DECLARATION OF COVENANTS:

ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS:

THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALSO KNOWN A PUEBLO COUNTY GPS MONUMENT NO. 1405, BEING A LEAD PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND PUEBLO COUNTY GPS MONUMENT NO. 7, BEING A NO. 7 REBAR, WHICH BEARS S04°32'49"E.

NOTICE:

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARKS, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSON 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 "TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN, " HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO..

_____ _____
CITY CLERK DATE

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7(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

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE COLORADO REVISED STATUTES, AS AMENDED, AND THAT THIS PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACTS OF LAND AND THE SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DRAFT _____
EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

REVISIONS NO.	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

TOWNHOMES AT RIVER'S RUN
A SPECIAL AREA PLAN

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	N/A
JOB NO.	2300-01
DATE CREATED	5-30-24
DATE ISSUED	DRAFT
SHEET NO	1 OF 4

TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01
BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

MONUMENT LEGEND:

- ●1 FOUND LEAD PLUG AND BRASS TACK IN A STONE IN RANGE BOX SET FLUSH WITH SURFACE
- ●2 FOUND PUEBLO COUNTY GPS CONTROL MONUMENT NO. # 7-NO 7 REBAR
- ●3 FOUND 2.5" ALUMINUM CAP STAMPED " CARDINAL POINTS 22101" IN RANGE BOX
- ●4 FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP-ILLEGIBLE
- ●5 FOUND 2.5" ALUMINUM CAP STAMPED "MANGINI REEVES CO LS 22101" IN RANGE BOX
- ●6 FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042".
- ●7 SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"

LEGEND:

P.U.E.	PUBLIC UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
NVA	NO VEHICLE ACCESS
GPS	GPS COORDINATE
(R)	RADIAL BEARING
SF	SQUARE FEET
AC	ACRE
ROW	RIGHT-OF-WAY

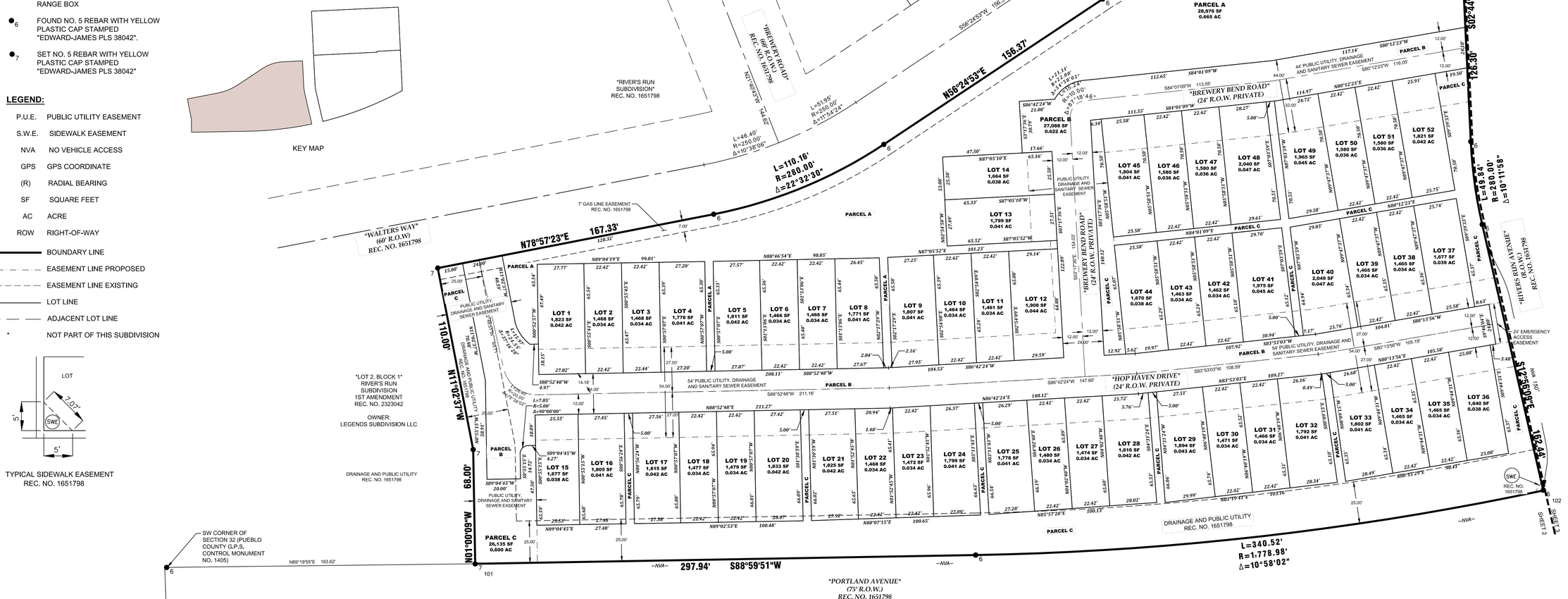
BOUNDARY LINE
EASEMENT LINE PROPOSED
EASEMENT LINE EXISTING
LOT LINE
ADJACENT LOT LINE
* NOT PART OF THIS SUBDIVISION

N

30' 0 30' 60'

SCALE: 1" = 30'

KEY MAP



TYPICAL SIDEWALK EASEMENT
REC. NO. 1651798

SW CORNER OF SECTION 32 (PUEBLO COUNTY G.P.S. CONTROL MONUMENT NO. 1405)

N02°05'32"W 88.20'

BASIS OF BEARINGS

S4°32'49"E

(PUEBLO COUNTY G.P.S. CONTROL MONUMENT NO. 7)

NAD 83 COLORADO STATE PLANE SOUTH		
POINT NO.	***NORTHING***	***EASTING***
101	1581032.22	3261864.97
102	1581075.83	3262500.55
103	1581252.16	3262979.38
104	1581694.00	3262958.27

GPS NOTES:

1. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. THE COORDINATES PROVIDED IN THE TABLE BELOW ARE COLORADO STATE PLANE 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1992. THE GROUND TO GRID CORRECTION FACTOR FOR THIS PLAT IS 0.999780504.

2. EDWARD-JAMES SURVEYING, INC. USED PUEBLO COUNTY G.P.S. CONTROL MONUMENT NO. 7, LOCATED SOUTH OF SANTA FE DRIVE AND EAST OF THE EASTBOUND ON RAMP FROM ROSELAWN ROAD TO SANTA FE DRIVE, TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. **REFER TO THE BASIS OF BEARINGS UNDER THE HEADING OF DEDICATION ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE THE BOUNDARY.**

NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

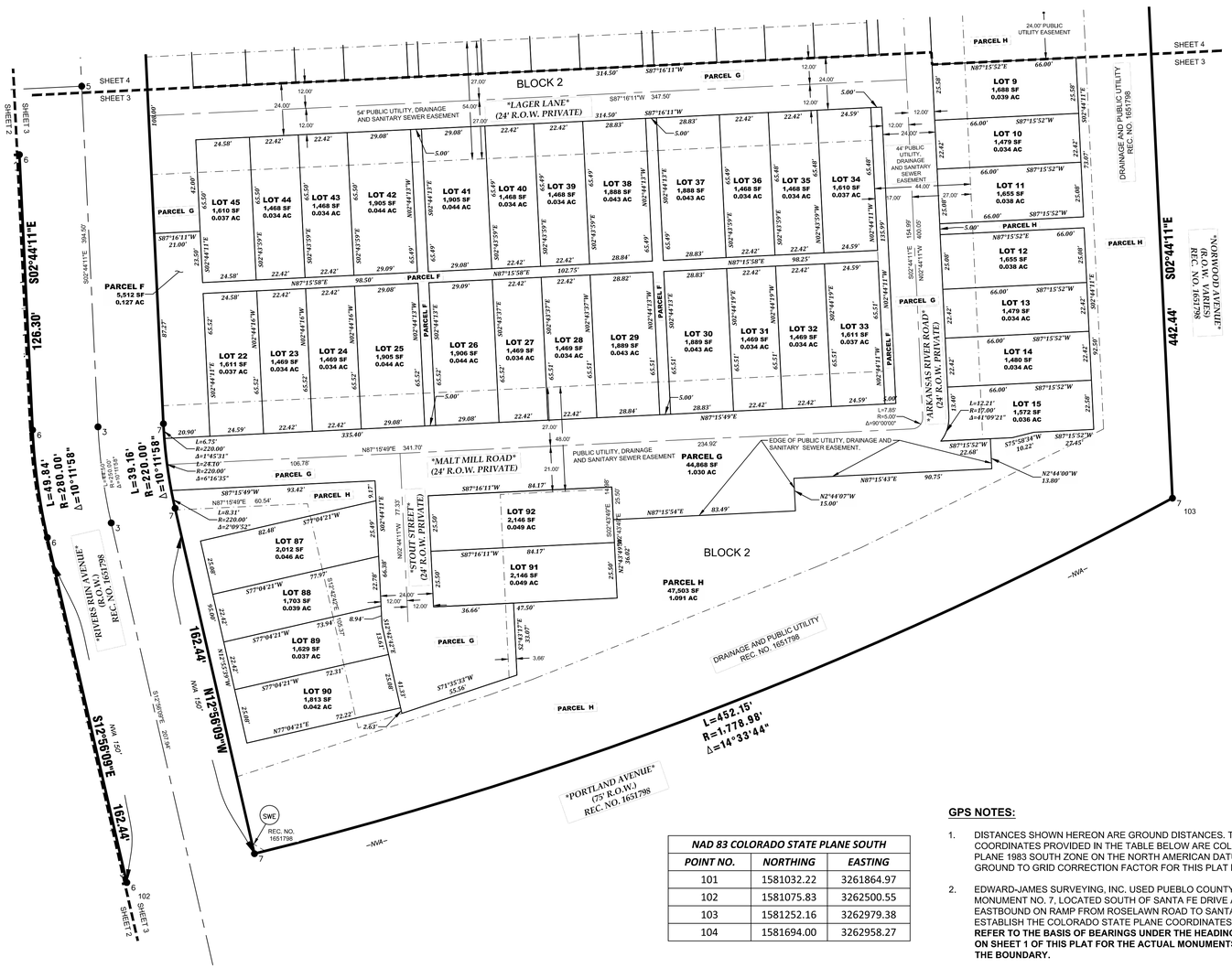
TOWNHOMES AT RIVER'S RUN
A SPECIAL AREA PLAN

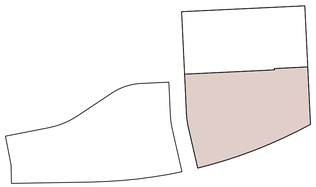
A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1"= 30'
JOB NO.	2300-01
DATE CREATED	5-30-24
DATE ISSUED	DRAFT
SHEET NO	2 OF 4

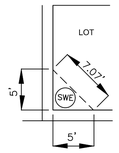
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TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

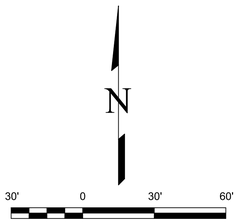




KEY MAP



TYPICAL SIDEWALK EASEMENT
REC. NO. 1651798



SCALE: 1" = 30'

MONUMENT LEGEND:

- ●1 FOUND LEAD PLUG AND BRASS TACK IN A STONE IN RANGE BOX SET FLUSH WITH SURFACE
- ●2 FOUND PUEBLO COUNTY GPS CONTROL MONUMENT NO. # 7-NO 7 REBAR
- ●3 FOUND 2.5" ALUMINUM CAP STAMPED " CARDINAL POINTS 22101" IN RANGE BOX
- ●4 FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP-ILLEGIBLE
- ●5 FOUND 2.5" ALUMINUM CAP STAMPED "MANGINI REEVES CO LS 22101" IN RANGE BOX
- ●6 FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042".
- ●7 SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"

LEGEND:

P.U.E.	PUBLIC UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
NVA	NO VEHICLE ACCESS
GPS	GPS COORDINATE
(R)	RADIAL BEARING
SF	SQUARE FEET
AC	ACRE
ROW	RIGHT-OF-WAY
———	BOUNDARY LINE
—·—·—	EASEMENT LINE PROPOSED
– – – –	EASEMENT LINE EXISTING
———	LOT LINE
—— — ——	ADJACENT LOT LINE
*	NOT PART OF THIS SUBDIVISION

NAD 83 COLORADO STATE PLANE SOUTH		
POINT NO.	***NORTHING***	***EASTING***
101	1581032.22	3261864.97
102	1581075.83	3262500.55
103	1581252.16	3262979.38
104	1581694.00	3262958.27

GPS NOTES:

1. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. THE COORDINATES PROVIDED IN THE TABLE BELOW ARE COLORADO STATE PLANE 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1992. THE GROUND TO GRID CORRECTION FACTOR FOR THIS PLAT IS 0.999780504.
2. EDWARD-JAMES SURVEYING, INC. USED PUEBLO COUNTY G.P.S. CONTROL MONUMENT NO. 7, LOCATED SOUTH OF SANTA FE DRIVE AND EAST OF THE EASTBOUND ON RAMP FROM ROSELAWN ROAD TO SANTA FE DRIVE, TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. **REFER TO THE BASIS OF BEARINGS UNDER THE HEADING OF DEDICATION ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE THE BOUNDARY.**

NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

TOWNHOMES AT RIVER'S RUN
A SPECIAL AREA PLAN

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

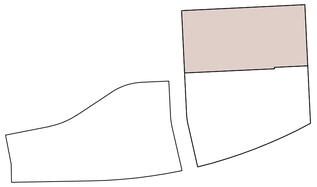
DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1"= 30'
JOB NO.	2300-01
DATE CREATED	5-30-24
DATE ISSUED	DRAFT
SHEET NO	3 OF 4

TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

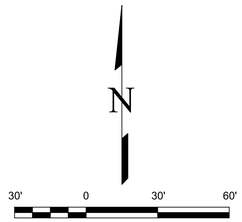
LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01
BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32,
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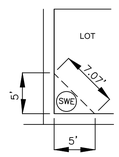


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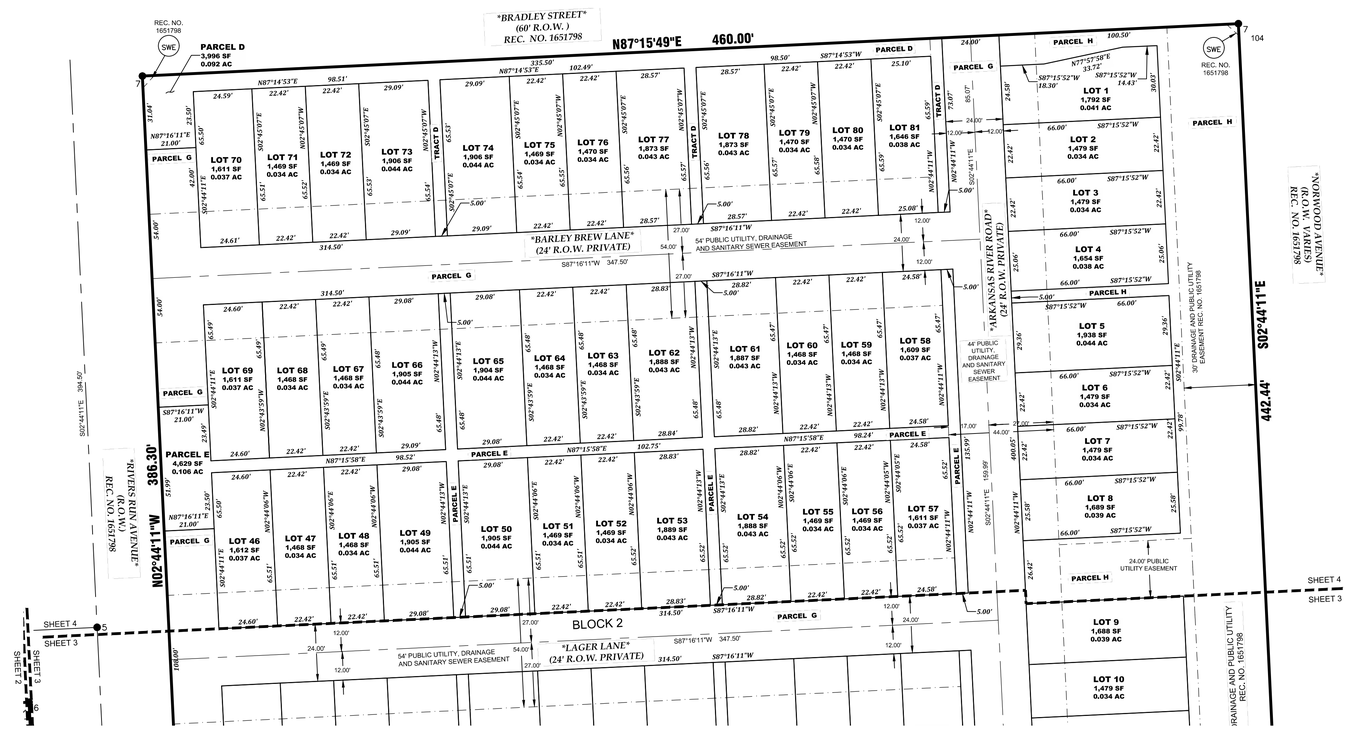


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REVISIONS		
NO.	DESCRIPTION	DATE

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Office: (719) 576-1216
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SHEET NO	4 OF 4

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday December 11, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:33 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi

Commissioners Absent: Chris Pasternak and Regina Maestri

Staff Members Present*:* David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move V-23-09 and Z-24-06 to the January 8th, 2025, meeting and approve the agenda as amended, seconded by Spinuzzi

Motion Passed: 5-0

Public Hearings

4. S-24-06

Subdivision: Townhomes at River's Run, A Special Area Plan, subdivision of 9.384 acres, generally located north of S. Portland Ave. and west of S. Norwood Ave., into townhome lots and parcels. Staff Report by Beritt Odom, Principal Planner.

Hearing: Applicant Aaron Haaga was sworn in and spoke in support of the application. Chuck Roy, Deputy Director / Interim Traffic Engineer, Public Works provided information and answered questions. No one appeared in opposition.

Commission Action: Bailey moved to recommend the subdivision application to City Council with staff conditions, seconded by Avalos.

Motion Passed: 5-0

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Director Planning and Community Development

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-24-06 Townhomes at River's Run Subdivision, a Special Area Plan
SAP-24-02 Townhomes at River's Run, a Special Area Plan

DATE: September 3, 2025

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-24-06

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	December 11, 2024
SUBJECT:	Townhomes at River's Run, A Special Area Plan
APPLICANT:	Edward Fisher, Edward-James, Surveying
PROPERTY OWNER:	Aaron Haaga, Legends Subdivision, LLC
LOCATION:	Generally located north of Portland Ave. and west of S. Norwood Ave.
EXISTING ZONE:	R-5, Multiple Residential and Office District
CONCURRENT REQUESTS:	SAP-24-02: Townhomes at River's Run, A Special Area Plan

REQUEST:
The applicant is requesting to subdivide 9.384-acres into 133 townhome lots, private streets, parcels for pedestrian circulation, drainage, parking, landscaping, dumpster enclosures, clubhouse, swimming pool and mail kiosks.

STAFF REVIEW AND FINDINGS:
The subject property is a re-subdivision of Lot 1, Block 1, River's Run Subdivision, 1st Amendment, which is located north of Portland Ave. and west of S. Norwood Ave. The proposed subdivision divides the property into 133 townhome lots, multiple parcels for common area, sidewalks, landscaping, refuse, mail kiosks, clubhouse, swimming pool, and private streets that will be owned, developed and maintained by the Rivers Run Flats Homeowners Association, Inc. A Special Area Plan is proposed for this subdivision to allow for the unique development of private streets and attached townhomes on individual lots, which do not meet the minimum standards for single-family residences in a R-5 Zone District. Each townhome will be located on an individual lot and will have a one car garage that is accessed from the private street. The townhome units located at each end of the four-unit structure will have an additional surface parking space complete with curb stop, in addition to the 18-foot-long driveway. The two middle units only have a one-car garage and 18-foot-long driveway. All townhomes will have a small fenced private yard which fronts onto a pedestrian path, located within parcels, providing pedestrian circulation throughout the development. The proposed development also includes drainage and detention parcels that will be landscaped,

Approximately 18 visitor parking spaces will be provided throughout the proposed development, with seven spaces provided adjacent to the proposed clubhouse and swimming pool. An additional 10 visitor parking spaces will be provided within Block 2 of the subdivision, east of Rivers Run Avenue. Landscaping will be provided along the entire periphery of the development. Residents will have the ability to utilize the dedicated publi park that is located within the northeastern portion of the Rivers Run Subdivision, which is located less than a quarter of a mile from the proposed development.

The proposed development is located in a R-5, Multiple Residential and Office Zone District, which requires a minimum lot width of 50 feet for single-family homes but does not provide minimum standards for single-family attached townhomes located on individual lots. Section 17-4-29, of the Pueblo Municipal Code states, in any zone district after or in conjunction with approval of a subdivision plan, A Special Area Plan may be submitted to the Planning and Zoning Commission for unique planning and development, which may allow for exceptions to minimum setbacks and lot width and depth requirements for each building, with consideration for the protection of public health, safety, and general welfare. Therefore, the applicant is requesting approval of the proposed Special Area Plan in conjunction with the approval of the Townhomes at River's Run, A Special Area Plan Subdivision. A detailed discussion of the SAP provisions is included in the SAP-24-02, Townhomes at River's Run a Special Area Plan staff report.

The approved 2004 River's Run Master Development Plan identified a public park located in the northeast corner of the overall River's Run Development, which was dedicated with the first filing subdivision in 2005. The original subdivision and Overall Development Plan designated the subject project area for commercial/industrial uses, which do not require park dedication at the time of subdivision. In 2022 the Planning and Zoning Commission approved a deviation from the Overall Development Plan and approved a rezoning of the subject property from B-P and B-2 to R5 to facilitate high density residential development. Section 12-4-7, (e), (1), of the Pueblo Municipal Code, requires the residential subdivider to dedicate eight percent of the land area, exclusive of street widths, for parks. Section 12-4-7, (e), (2), allows the subdivider to provide a cash payment in lieu of land dedication if the Planning and Zoning Commission and City Council find that the location, arrangement or size of the proposed subdivision is not appropriate for the dedication of eight percent of land area for public park. It is staff's opinion that because the proposed subdivision is located less than a quarter mile from the 2.8 acre park in the River's Run Subdivision and the proposed subdivision will provide a private clubhouse and swimming pool, park land dedication is not critical and a cash payment in lieu of public park dedication is appropriate.

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 that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Not Applicable, Part II has been submitted
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case	1. The subdivider will work with Parks Director, Steven Meier, to determine the amount of park dedication cash in lieu payment, which shall be equal to eight percent of the fair market value of the

being scheduled for City Council hearing.)	land in such subdivision, exclusive of street widths, valued as subdivided land in the intended zone district.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved.

- **Neighborhood Compatibility:**

North	R-2, single-family homes and unimproved single-family residential lots.
East	I-3, Heavy Industrial: historic business records indicate the site has been home to an auto body, auto detail and contractor uses.
South	Pueblo County I-3, unimproved
West	R-5, unimproved

- **Comprehensive Plan Compliance:**
  The project site is designated by the 2022 Pueblo Regional Comprehensive Plan as "Employment." The primary land uses include offices, light manufacturing, research and development, wholesaling, flex space, and service centers. The proposed townhome development does not comply with the current future land use designation as Employment; however, the subject property was rezoned for high density residential in March of 2022, prior to the June adoption of the 2022 Comprehensive Plan.

  At the time of rezoning to R-5, the subject property's future land use designation was Special Development Area, which required a Master Plan prior to development. The River's Run Master Development Plan was approved by the Planning and Zoning Commission in 2004. The Planning and Zoning Commission and City Council approved the 2022 R-5 zoning for high density residential even though it deviated from the River's Run Master Development Plan designation for commercial/light industrial uses in the subject area. Because of the prior entitlements, staff does not have any objections with the proposed re subdivision and Special Area Plan, which will facilitate the proposed high density townhome development.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum lot size and width:**
  - The zoning code does not contain minimum lot area and width regulations for single-family attached development in the R-5 Zone District. The code does require that all multifamily structures, in a R-5 Zone District, have a minimum lot area of 1,500 sq. ft. per dwelling unit but does not specify lot width. Multifamily structures are defined by the Municipal Code as structures containing three or more dwelling units. Since the majority of the proposed townhome structures are comprised of four dwelling unit structures located on separate lots, applying the multifamily lot area code requirements appears to be the most appropriate approach for review since the zoning regulations are ambiguous for this type of development.

- Special Area Plans are intended to provide a mechanism for "unique development" allowing deviations from minimum lot sizes, setbacks, lot width and depth, so long as the overall density is not greater than if each individual parcel were built upon with a lot size conforming to the requirements of the zone district. The proposed Townhomes at River's Run Subdivision, A Special Area Plan, proposes lot widths between 22 and 28 feet wide with a depth between 65 and 67 feet for the attached townhome development. The 133-unit townhome development requires 199,500 sq. ft. of total lot area for the use of the residents, according to the R-5 multifamily regulations. The entire subdivision, which includes private lots, private streets, parcels for outdoor recreation and landscaping improvements is approximately 408,783 sq. ft., which exceeds the minimum 199,500 sq. ft. land area requirement. The total gross density is approximately 14.17 units per acre, and the development provides approximately 3,073 sq. ft. of land area per dwelling unit which is within the prescribed R-5 maximum density for multifamily developments.

REFERRAL AGENCIES AND COMMENTS:

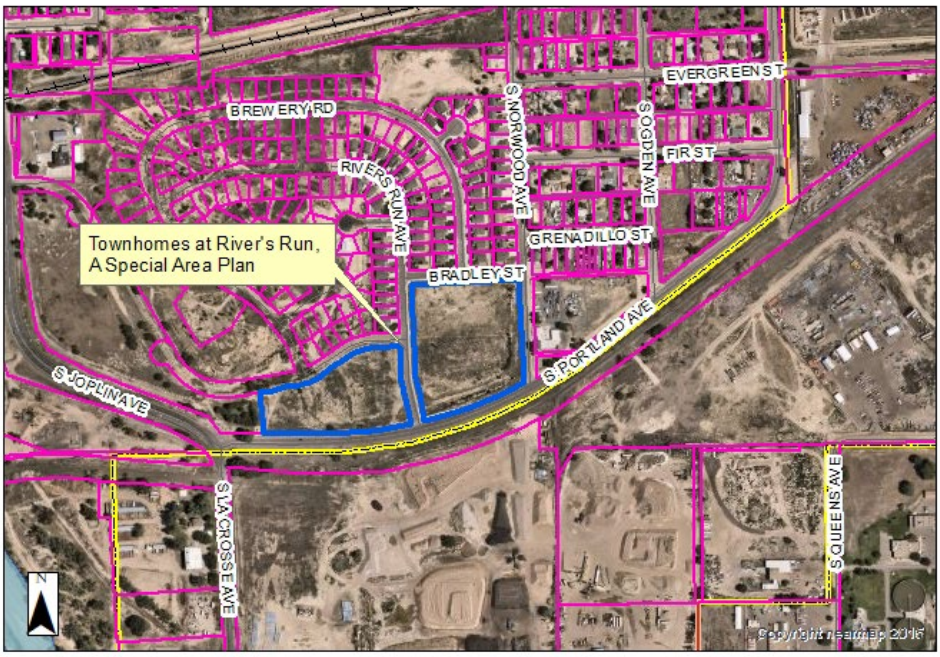
- City Public Works-Comments addressed
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- Pueblo Board of Water Works-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-Cash in lieu of park dedication, email from Steven Meier, Parks Director, December 4, 2024
- City GIS-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

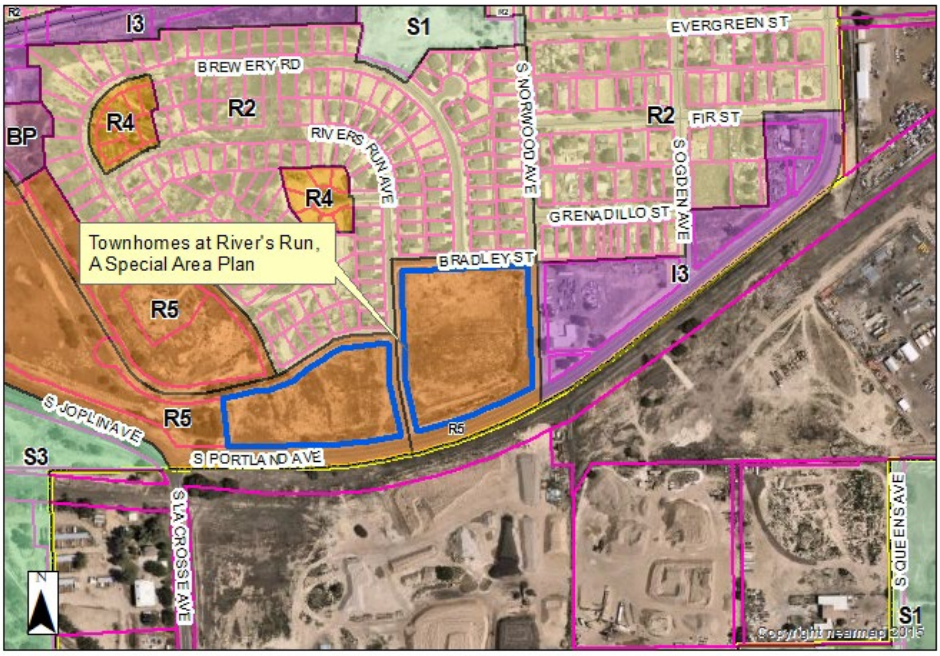
A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. SRC Memo December 5, 2024
F. Subdivision Application
G. Subdivision Plat
H. Steven Meier email, December 4, 2024

I.

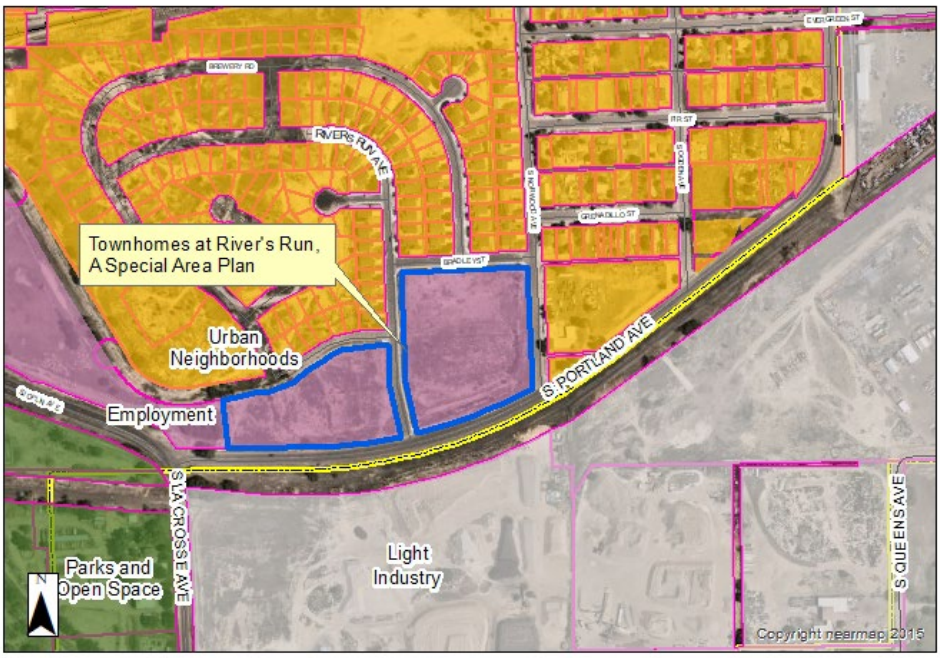
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



Townhomes At River's Run, A Special Area Plan site looking northeast from S. Portland Ave. and S. Norwood Ave.



Townhomes at River's Run, A Special Area Plan site looking northwest from S. Portland Ave. and Rivers Run Ave.

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: December 5, 2024

Subject: S-24-06 Townhomes at River's Run, A Special Area Plan Subdivision

SAP-24-02 Townhomes at River's Run, A Special Area Plan Subdivision

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S-24-06

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the Townhomes at River's Run Special Area Plan be APPROVED with the following noted:

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Not Applicable, Part II has been submitted
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.)	1. The subdivider will work with Parks Director, Steven Meier, to determine the amount of park dedication cash in lieu payment, which shall be equal to eight percent of the fair market value of the land in such subdivision, exclusive of street widths, valued as subdivided land in the intended zone district.

SAP-24-02

If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council that the requested Special Area Plan be approved, is appropriate with the following recommended staff conditions. The proposed staff conditions must be addressed prior to City Council review and approval:

1. Remove the graphics indicating a second surface parking space closest to Parcel F on the following lots: 73, 77, 66, 62, 49, 53, 42, 38, 25, and 8. These parking spaces overlap the private lot and pedestrian circulation parcel. These spaces are not wide enough to accommodate a vehicle and cannot be considered parking spaces.
2. Amend the title on the Special Area Plan to match the Subdivision

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

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

Contact Info

Property Owner		**Applicant**	
Name: Aaron Haaga		Name: (SAME)	
Company Legends Subdivision, LLC		Company:	
Address: 5383 S 900 E Ste 205B Murray, UT	Zip: 84117	Address:	Zip:
Phone: (801)278-1111		Phone: ( )	
Email: aaron@stonebrook.com		Email:	
Engineer		**Surveyor**	
Name: Darlene Horn		Name: Edward Fisher	
Company: DKHorn Engineering & Design, Inc.		Company: Edward-James Surveying, Inc.	
Address: 2441 S Prairie Ave Pueblo, CO	Zip: 81005	Address: 4732 Eagleridge Circle Pueblo, CO	Zip: 81008
Phone: (719)696-8274		Phone: (719)545-6240	
Email: darlene@dkheng.com		Email: edwardf@ejsurveying.com	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: Two parcels north of Portland Ave betweet Joplin Ave and Norwood Ave
(address or general description)

Parcel No(s): 432319005 and 432320005 (aka 432320001, 432320002, 432320003, 432320004)

Existing Zone: R5 | Proposed Zone (if applicable): n/a

PUD Name (if applicable): n/a

Project Scope

Project Name: Townhomes at River's Run - A Special Area Plan

- ☐ Rearrangement of Property Boundaries:
  # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____sf
  ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☒ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☒ Subdivision: # of lots: 133 Total acres: 9.384
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:

(See Attached)

What is the total acreage included in the project? 9.384

What is the proposed use of the property?

☐ Commercial ☒ Multi-family ☐ Residential ☐ Industrial ☐ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☒ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ☐ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ☐ B. Pueblo County Assessor s Property Information print out (www.co.pueblo.co.us)
- ☐ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners expense.

Signatures

Property Owner

Print Name:	Aaron Haaga, Manager Legends Subdivision, LLC	
Signature:		Date: 6/10/2024

Applicant, if different from Property Owner

Print Name:	(SAME)	
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

5/2020

Detailed Explanation of Request for Townhome Community:

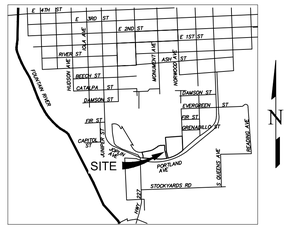
This request is for the two Parcels just North of the intersection of Portland Avenue and Rivers Run Avenue, on the East and West sides of Rivers Run Ave., South of Bradley St. and Walters Way (Previously Fir St.) and West of Norwood Ave. to become a gated townhome community by the name of Townhomes at Rivers Run. A special area plan is requested for the Parcels at Lot 1, Block 1 of Rivers Run 1st Amendment (3.873 +/- acres) and Parcel "A", Rivers Run Subdivision, Rearrangement of Property Boundaries RPB-22-01 (5.511 +/- acres) to allow for this Townhome Community (a total of 9.384 +/- acres).

The average Townhome Building is 90 FT wide by 40 FT deep and has 4 Units. These Units also have a 7.5 FT deep fenced yard attached that runs the width of the Unit. On the property there will also be (1) Triplex and (3) Duplex buildings to accommodate the lay of the property and easements. Each Unit will have its own lot and be able to be sold and to be owned independently. These Townhomes will be Ranch Style with a 1-Car Garage and a Basement. There are 81 Units on the East Parcel and 52 Units on the West Parcel, for a total of 133 Units in the Community.

There will be Common Green Space, a Pool (1,800 SF +/-), and Club House (2,400 SF +/-) to be managed by the HOA. Total Green Space is 2.178 +/- acres, which includes 0.346 +/- acres of Greenery along the Walkway Paths that are owned by the Homeowners but maintained by the HOA. The Pool and Club House will be located on the West Parcel and will be available to all the Townhome Community as part of their HOA and will be available to the rest of the Rivers Run Subdivision with a membership fee.

TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01 BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.



DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT LEGENDS SUBDIVISION, LLC., A UTAH LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING PROPERTY:

LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT, AS RECORDED UNDER RECEPTION NUMBER 2323042 AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01 AS RECORDED UNDER RECEPTION NUMBER 2323048, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

CONTAINING A TOTAL CALCULATED AREA OF 408,783 SQUARE FEET OR 9.384 ACRES

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO PARCELS AND LOTS AND BLOCKS, AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR DRAINAGE AND PUBLIC UTILITIES AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED AND NAMED AS SHOWN ON THE ANNEXED PLAT FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN"

ALL OF THE EASEMENTS FOR DRAINAGE, PUBLIC AND CITY UTILITY EASEMENTS, SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

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).

PARCELS A, C, D, E, F AND H ARE FOR THE USE OF COMMON AREA, OPEN SPACE, SIDEWALKS, IRRIGATION, LANDSCAPING IMPROVEMENTS, DRAINAGE, DUMPSTER ENCLOSURES, CLUBHOUSE, POOL AND MAIL KIOSKS AND WILL BE OWNED AND MAINTAINED BY RIVERS RUN FLATS HOMEOWNERS ASSOCIATION, INC.

PARCELS B AND G ARE FOR THE USE OF PRIVATE STREET ACCESS AND WILL BE OWNED AND MAINTAINED BY RIVERS RUN FLATS HOMEOWNERS ASSOCIATION, INC.

ACCESS TO THE SITE WILL BE FROM RIVER'S RUN AVENUE FOR BLOCK 1 AND FROM BRADLEY STREET FOR BLOCK 2. PRIVATE STREET ACCESS FOR THE HOMEOWNERS WILL BE PROVIDED FOR THE HOMEOWNERS BY THE COVENANTS FOR _____AS RECORDED UNDER RECEPTION NUMBER _____.

THE UNDERSIGNED OWNER HEREBY CONSENTS TO THE ACCESS RESTRICTIONS HEREON.

A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER(S) KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION.

DRAINAGE FACILITIES WILL BE REQUIRED AND LOCATED OFF-SITE. REQUISITE DRAINAGE FACILITIES, IF NOT EXISTING, ARE TO BE CONSTRUCTED AND MAINTAINED AT THE TIME OR PRIOR TO CONSTRUCTION OF INFRASTRUCTURE WITHIN THIS SUBDIVISION.

ALL LOTS WITHIN BLOCK 1 OF THIS SUBDIVISION ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED JUNE 14, 2023 AND RECORDED AT RECEPTION NUMBER 2323047.

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.*

DEDICATION CONTINUED

IN WITNESS WHEREOF: THE AFOREMENTIONED LEGENDS SUBDIVISION, LLC, A UTAH LIMITED LIABILITY COMPANY, BY AARON S. HAAGA, MANAGER, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 202___, A.D.

LEGENDS SUBDIVISION, LLC., A UTAH LIMITED LIABILITY COMPANY

_____
AARON S. HAAGA, MANAGER

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 202___, A.D. BY AARON S. HAAGA, MANAGER OF LEGENDS SUBDIVISION, LLC, A UTAH LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC

DECLARATION OF COVENANTS:

ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS:

THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALSO KNOWN A PUEBLO COUNTY GPS MONUMENT NO. 1405, BEING A LEAD PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND PUEBLO COUNTY GPS MONUMENT NO. 7, BEING A NO. 7 REBAR, WHICH BEARS S04°32'49"E.

NOTICE:

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARKS, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSON 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 "TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN, " HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO..

_____ _____
CITY CLERK DATE

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7(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

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE COLORADO REVISED STATUTES, AS AMENDED, AND THAT THIS PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACTS OF LAND AND THE SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DRAFT _____
EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

TOWNHOMES AT RIVER'S RUN
A SPECIAL AREA PLAN

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	N/A
JOB NO.	2300-01
DATE CREATED	5-30-24
DATE ISSUED	DRAFT
SHEET NO	1 OF 4

TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01
BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

MONUMENT LEGEND:

- ●1 FOUND LEAD PLUG AND BRASS TACK IN A STONE IN RANGE BOX SET FLUSH WITH SURFACE
- ●2 FOUND PUEBLO COUNTY GPS CONTROL MONUMENT NO. # 7-NO 7 REBAR
- ●3 FOUND 2.5" ALUMINUM CAP STAMPED " CARDINAL POINTS 22101" IN RANGE BOX
- ●4 FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP-ILLEGIBLE
- ●5 FOUND 2.5" ALUMINUM CAP STAMPED "MANGINI REEVES CO LS 22101" IN RANGE BOX
- ●6 FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042".
- ●7 SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"

LEGEND:

P.U.E.	PUBLIC UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
NVA	NO VEHICLE ACCESS
GPS	GPS COORDINATE
(R)	RADIAL BEARING
SF	SQUARE FEET
AC	ACRE
ROW	RIGHT-OF-WAY

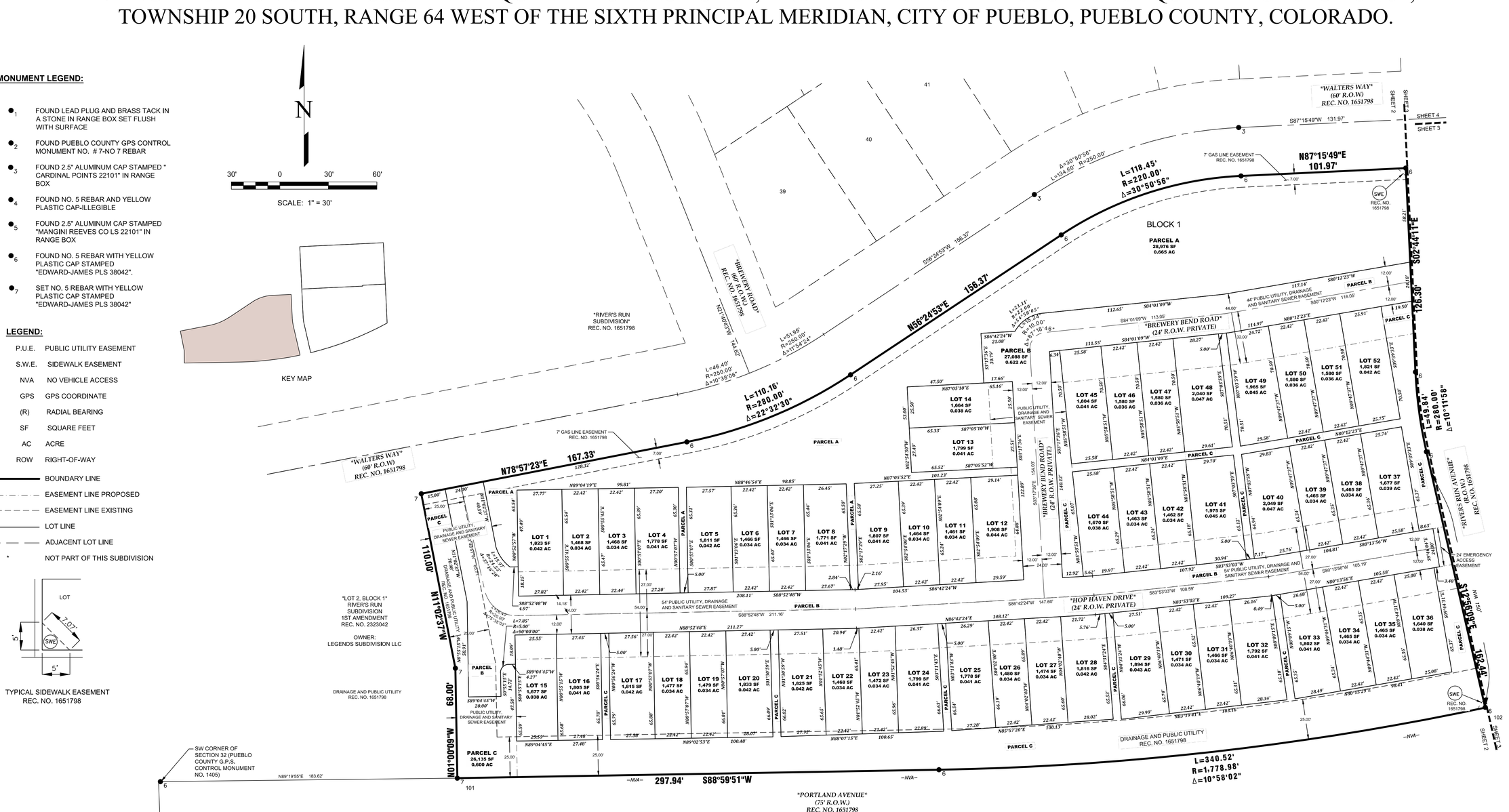
BOUNDARY LINE
EASEMENT LINE PROPOSED
EASEMENT LINE EXISTING
LOT LINE
ADJACENT LOT LINE
* NOT PART OF THIS SUBDIVISION

N

30' 0 30' 60'

SCALE: 1" = 30'

KEY MAP



TYPICAL SIDEWALK EASEMENT
REC. NO. 1651798

"LOT 2, BLOCK 1" RIVER'S RUN SUBDIVISION 1ST AMENDMENT REC. NO. 2323042

OWNER: LEGENDS SUBDIVISION LLC

NAD 83 COLORADO STATE PLANE SOUTH		
POINT NO.	***NORTHING***	***EASTING***
101	1581032.22	3261864.97
102	1581075.83	3262500.55
103	1581252.16	3262979.38
104	1581694.00	3262958.27

GPS NOTES:

1. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. THE COORDINATES PROVIDED IN THE TABLE BELOW ARE COLORADO STATE PLANE 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1992. THE GROUND TO GRID CORRECTION FACTOR FOR THIS PLAT IS 0.999780504.
2. EDWARD-JAMES SURVEYING, INC. USED PUEBLO COUNTY G.P.S. CONTROL MONUMENT NO. 7, LOCATED SOUTH OF SANTA FE DRIVE AND EAST OF THE EASTBOUND ON RAMP FROM ROSELAWN ROAD TO SANTA FE DRIVE, TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. **REFER TO THE BASIS OF BEARINGS UNDER THE HEADING OF DEDICATION ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE THE BOUNDARY.**

NO.	REVISIONS DESCRIPTION	DATE

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926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
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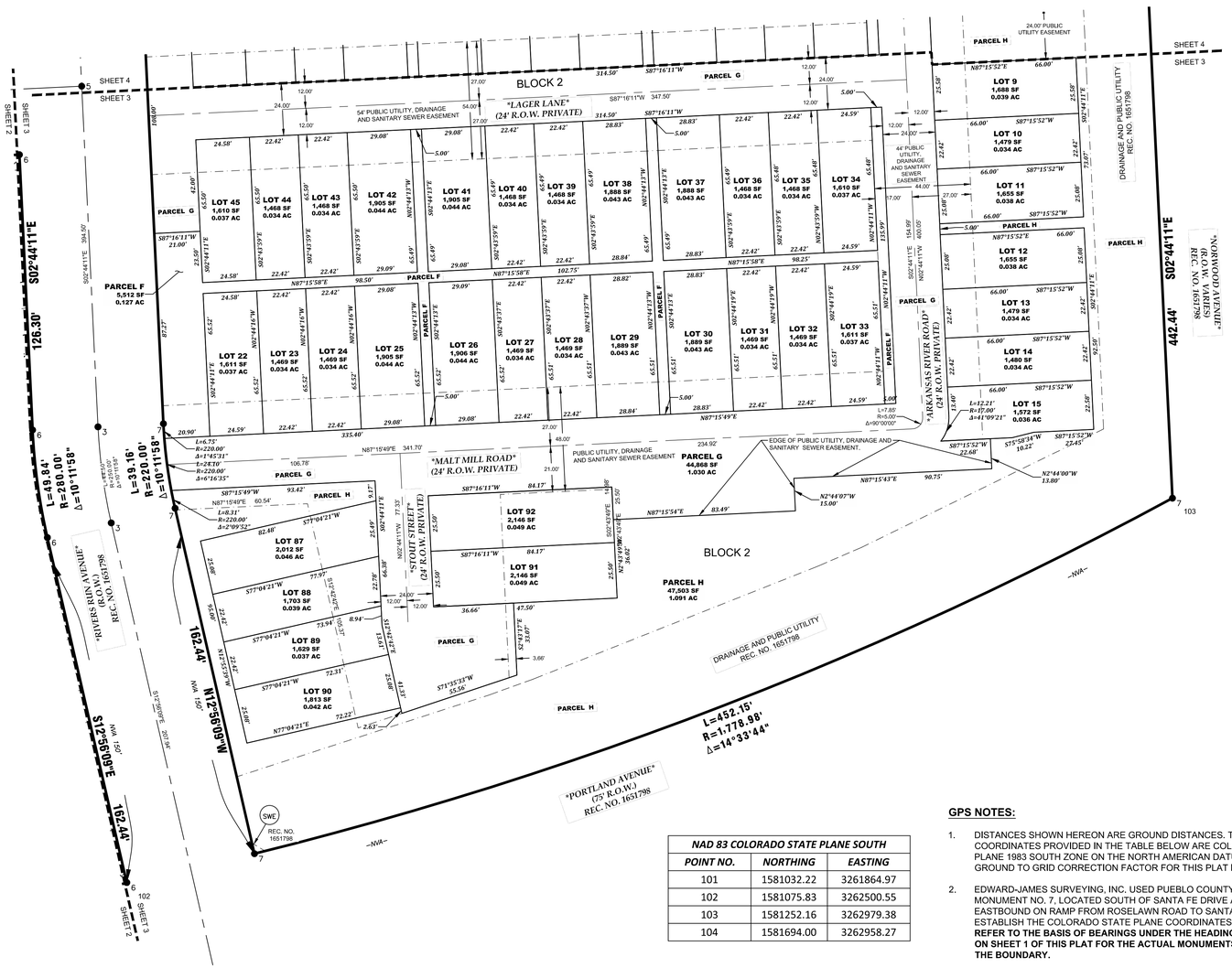
TOWNHOMES AT RIVER'S RUN
A SPECIAL AREA PLAN

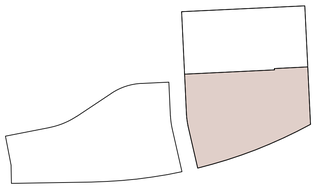
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CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1"= 30'
JOB NO.	2300-01
DATE CREATED	5-30-24
DATE ISSUED	DRAFT
SHEET NO	2 OF 4

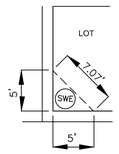
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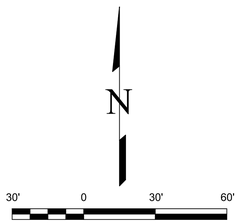




KEY MAP



TYPICAL SIDEWALK EASEMENT
REC. NO. 1651798



SCALE: 1" = 30'

MONUMENT LEGEND:

- ●1 FOUND LEAD PLUG AND BRASS TACK IN A STONE IN RANGE BOX SET FLUSH WITH SURFACE
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LEGEND:

P.U.E.	PUBLIC UTILITY EASEMENT
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NVA	NO VEHICLE ACCESS
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(R)	RADIAL BEARING
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ROW	RIGHT-OF-WAY
———	BOUNDARY LINE
—·—·—	EASEMENT LINE PROPOSED
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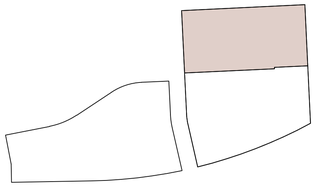
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SHEET NO	3 OF 4

TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

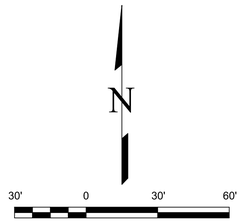
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KEY MAP

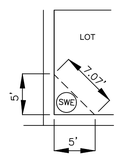


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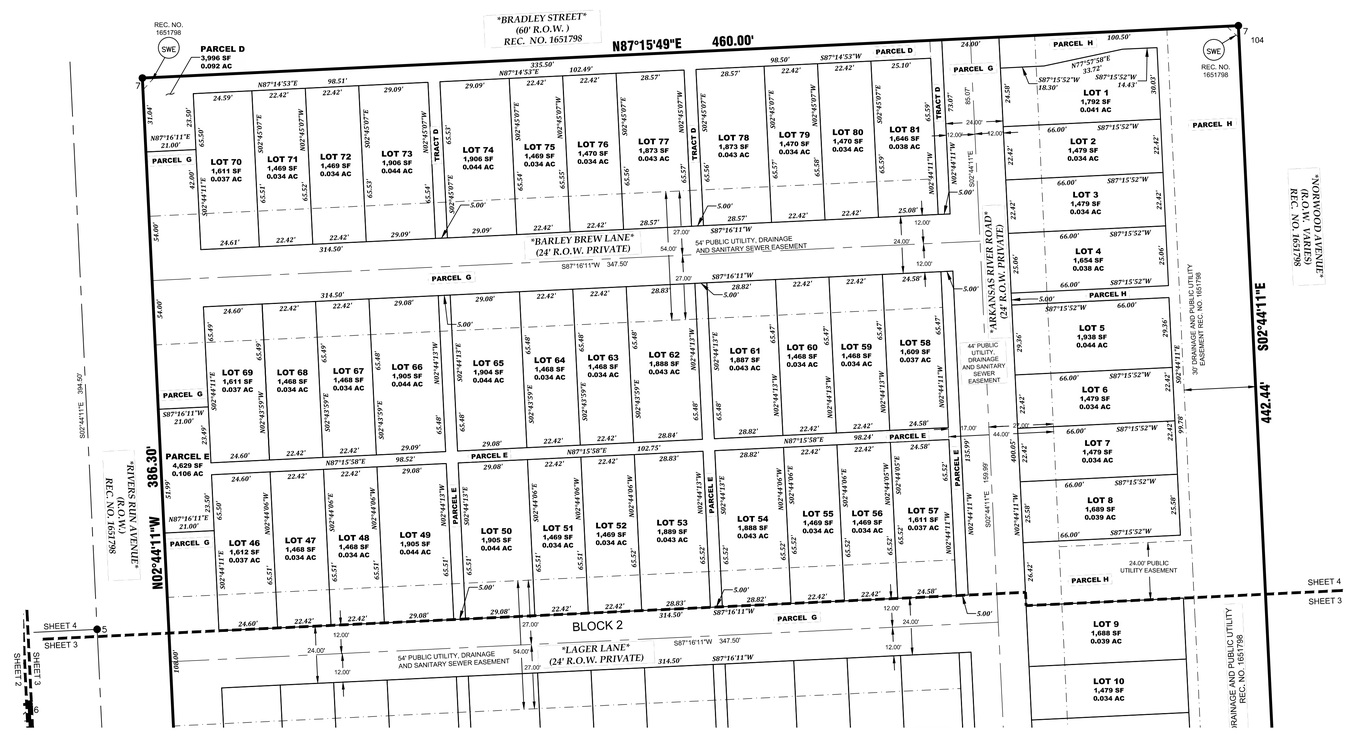


TYPICAL SIDEWALK EASEMENT
REC. NO. 1651798

GPS NOTES:

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2. EDWARD-JAMES SURVEYING, INC. USED PUEBLO COUNTY G.P.S. CONTROL MONUMENT NO. 7, LOCATED SOUTH OF SANTA FE DRIVE AND EAST OF THE EASTBOUND ON RAMP FROM ROSELAWN ROAD TO SANTA FE DRIVE. TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. **REFER TO THE BASIS OF BEARINGS UNDER THE HEADING OF DEDICATION ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE THE BOUNDARY.**

NAD 83 COLORADO STATE PLANE SOUTH		
POINT NO.	***NORTHING***	***EASTING***
101	1581032.22	3261864.97
102	1581075.83	3262500.55
103	1581252.16	3262979.38
104	1581694.00	3262958.27



REVISIONS		
NO.	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

TOWNHOMES AT RIVER'S RUN
A SPECIAL AREA PLAN

A PORTION OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1"= 30'
JOB NO.	2300-01
DATE CREATED	5-30-24
DATE ISSUED	DRAFT
SHEET NO	4 OF 4

From: Steven Meier
To: Beritt Odom
Subject: RE: S-24-02 and SAP-24-02 Town Homes at Rivers Run Special Area Plan 3rd Submittal Review
Date: Wednesday, December 4, 2024 11:50:43 AM
Attachments: image005.png

Yes, that will be sufficient since they are building and maintaining the parks in this subdivision.

Steven Meier, Director
Parks and Recreation
800 Goodnight Ave
Pueblo, CO 81005
719-553-2790

Choose Pueblo, Click here!

From: Beritt Odom <bodom@pueblo.us>
Sent: Wednesday, December 4, 2024 8:16 AM
To: Steven Meier <smeier@pueblo.us>
Subject: FW: S-24-02 and SAP-24-02 Town Homes at Rivers Run Special Area Plan 3rd Submittal Review

Steven,

Did you have a chance to review this subdivision? Would you like cash in lieu of parks? Info is below.

Beritt Odom
Principal Planner
City of Pueblo
Planning and Community Development Department
211 E. D Street
Pueblo, CO 81003
Main (719) 553-2259
Direct (719) 553-2339

November 26, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Aaron Haaga, Legends Subdivision, LLC for the approval of the following applications generally located north of S. Portland Ave. and west of S. Norwood Ave.

S-24-06: Townhomes at River's Run, A Special Area Plan, subdivision of 9.384 acres into townhome lots and parcels.
SAP-24-02: Townhomes at River's Run, A Special Area Plan, to allow unique development including single-family attached townhomes and private streets.

The Planning and Zoning Commission meeting will be held on December 11, 2024 at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **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-24-06

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 Townhomes at Rivers Run 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.

11-21-24
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Mailed by CM

Owner	OwnerStree	OwnerCity	OwnerS	OwnerZip
GIBSON DANIEL LEWIS	813 S NORWOOD AVE	PUEBLO W	CO	81001-4462
GRANADO FIDEL B JR	1423 BREWERY RD	PUEBLO	CO	81001-4435
BUNN ALPHONSO	817 S NORWOOD AVE	PUEBLO	CO	81001-4462
VILLARREAL ADRIAN/BREAZELL ALEXIS	1427 BREWERY RD	PUEBLO	CO	81001
MARIN ARTEMIO ANDRADE	821 S NORWOOD AVE	PUEBLO	CO	81001-4462
STECKI KELSEY RAYANNE/STECKI RENN	1424 BREWERY RD	PUEBLO	CO	81001
MEGYERI KEVIN SHANE	1420 BREWERY RD	PUEBLO	CO	81001
FELIX SABRINA/FELIX ANITA/FELIX	1439 BREWERY RD	PUEBLO	CO	81001-4435
MEGYERI KEVIN SHANE	1640 SMOKE RIDGE DR	COLORADC	CO	80919-3486
LUNDBLADE JAMES	1401 RIVERS RUN AVE	PUEBLO	CO	81001
TISCHNER BRYAN / TISCHNER MARIANN	4636 W BLACK ELK WAY	WEST JORD	UT	84088-2398
PACHECO LOZANO MIGUEL A/ PACHECO	1431 BREWERY RD	PUEBLO	CO	81001-4435
VILLANUEVA AREVALO CARLOS GUADALUP	829 S NORWOOD AVE	PUEBLO	CO	81001-4462
PRICE ADAM	1436 BREWERY RD	PUEBLO	CO	81001-4435
CHILLIS KEVIN/CHILLIS NADINE	1413 RIVERS RUN AVE	PUEBLO	CO	81001-4401
ALDRICH POLLUX JOSEPH/ORTIZ ALDRIC	1428 BREWERY RD	PUEBLO	CO	81001
LEGENDS SUBDIVISION LLC	6375 S HIGHLAND DR	SALT LAKE	UT	84121-6561
VELA KRYSTAL M	1432 RIVERS RUN AVE	PUEBLO	CO	81001-4401
RALSTON DAKOTA J / HERNANDEZ SUNN	1428 RIVERS RUN AVE	PUEBLO	CO	81001
MORALES ISAAC/MORALES THAIS	1424 RIVERS RUN AVE	PUEBLO	CO	81001-4401
GUTIERREZ DANIEL	1420 RIVERS RUN AVE	PUEBLO	CO	81001-4401
ANDA MATTHEW / ANDA KAITLYN	1410 RIVERS RUN AVE	PUEBLO	CO	81001-4401
JENSEN KYLE T	1406 RIVERS RUN AVE	PUEBLO	CO	81001-4401
COMINS CHRISTINE J/LINDREN LORA L	825 S NORWOOD AVE	PUEBLO	CO	81001-4462
BARNHILL REGINALD	1435 BREWERY RD	PUEBLO	CO	81001-4435
LEGENDS SUBDIVISION LLC	6375 S HIGHLAND DR	SALT LAKE	UT	84121-6561
SMITH JUSTIN	1432 BREWERY RD	PUEBLO	CO	81001-4435
TRAN JACKY	11286 PALMERS GREEN DR	PEYTON	CO	80831-8168
VOCKE ANTHONY / RIVAS VOCKE FATIM	1402 RIVERS RUN AVE	PUEBLO	CO	81001-4401
MILLER JUDITH MARIE/MILLER EDWARD	1332 RIVERS RUN AVE	PUEBLO	CO	81001
ARAGON PAUL L	1000 S NORWOOD AVE	PUEBLO	CO	81001-5516
FINN WILLIAM G/TAPIA BERDINE	1504 GRENADILLO ST	PUEBLO	CO	81001-4516
LOPEZ CRYSTAL	1502 GRENADILLO ST	PUEBLO	CO	81001-4516
GARCIA LORI A	935 ELM ST	PUEBLO	CO	81004-2531
HARP LLC	14183 E LAYTON DR	AURORA	CO	80015-1244
FEARN GARY R	PO BOX 20368	COLORADC	CO	81019-2368
GONZALES GREGORIO/GONZALES ERNEST	PO BOX 8806	PUEBLO	CO	81008-8806
ESQUIVEL JAVIER A	810 S NORWOOD AVE	PUEBLO	CO	81001-4400
J B T N LLC	1541 STOCKYARD RD	PUEBLO	CO	81001-4537
ERA HOLDINGS II LLC	1152 41ST LN	PUEBLO	CO	81006-9315

Docusign Envelope ID: D341F3CA-77AE-41A9-83D4-A4D6C931525C

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING A SPECIAL AREA PLAN FOR THE TOWNHOMES AT RIVER'S RUN SUBDIVISION

SUMMARY:

The applicant is requesting establish a Special Area Plan for 9.384-acres to facilitate the development of 133 townhomes. The townhome lots will have reduced lot widths, setbacks, and be accessed from private streets.

PREVIOUS COUNCIL ACTION:

On May 23, 2022, City Council approved the River's Run Subdivision 1st Amendment by Ordinance No. 10193. (S-22-01)

The applicant is concurrently requesting to subdivide 9.384-acres. (S-24-06)

BACKGROUND:

The subject property is a re-subdivision of Lot 1, Block 1, River's Run Subdivision, 1st Amendment, which is located north of Portland Avenue and west of South Norwood Avenue. The proposed subdivision divides the property into 133 townhome lots, multiple parcels for common area, sidewalks, landscaping, refuse, mail kiosks, clubhouse, swimming pool, and private streets that will be owned, developed, and maintained by the Rivers Run Flats Homeowners Association, Inc. A Special Area Plan is proposed for this subdivision to allow for the unique development of private streets and attached townhomes on individual lots, which do not meet the minimum standards for single-family residences in a R-5 Zone District. Each townhome will be located on an individual lot and will have a one car garage that is accessed from the private street. The townhome units located at each end of the four-unit structure will have an additional surface parking space complete with curb stop, in addition to the 18-foot-long driveway. The two middle units only have a one-car garage and 18-foot-long driveway. All townhomes will have a small fenced private yard which fronts onto a pedestrian path, located within parcels,

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providing pedestrian circulation throughout the development. The proposed development also includes drainage and detention parcels that will be landscaped. Approximately 17 visitor parking spaces will be provided throughout the proposed development, with seven spaces provided adjacent to the proposed clubhouse and swimming pool. An additional 10 visitor parking spaces will be provided within Block 2 of the subdivision, east of Rivers Run Avenue. Landscaping will be provided along the entire periphery of the development. Residents will have the ability to utilize the dedicated public park that is located within the northeastern portion of the Rivers Run Subdivision, which is less than a quarter of a mile from the proposed development. The proposed development is in an R-5, Multiple Residential and Office Zone District, which requires a minimum lot width of 50 feet for single-family homes but does not provide minimum standards for single-family attached townhomes located on individual lots. Section 17-4-29, of the Pueblo Municipal Code states, in any zone district after or in conjunction with approval of a subdivision plan, A Special Area Plan may be submitted to the Planning and Zoning Commission for unique planning and development, which may allow for exceptions to minimum setbacks and lot width and depth requirements for each building, with consideration for the protection of public health, safety, and general welfare. Therefore, the applicant is requesting approval of the proposed Special Area Plan in conjunction with the approval of the Townhomes at River's Run, A Special Area Plan Subdivision.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 11th, 2024 Regular Meeting, voted 5-0 to recommend approval, Commissioners Maestri and Pasternak absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, the applicant will not be able to modify lot lines to allow a rearrangement of property boundaries.

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

RECOMMENDATION:

Approval of the Ordinance.

Docusign Envelope ID: D341F3CA-77AE-41A9-83D4-A4D6C931525C

ATTACHMENTS:

1. SAP-24-02 Attachments

Docusign Envelope ID: D341F3CA-77AE-41A9-83D4-A4D6C931525C

ORDINANCE NO. 11049

AN ORDINANCE APPROVING A SPECIAL AREA PLAN FOR THE TOWNHOMES AT RIVER'S RUN SUBDIVISION

WHEREAS, a request for a Special Area Plan for the Townhomes at River's Run, A Special Area Plan, has been submitted to the Planning and Zoning Commission for approval pursuant to Section 17-4-29 of the Pueblo Municipal Code, and,

WHEREAS, the Planning and Zoning Commission after a public hearing found and determined the objectives and requirements of said Section 17-4-29 can and will be met, and,

WHEREAS, the Planning and Zoning Commission has recommended the approval of the Townhomes at River's Run Subdivision, A Special Area Plan,

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

SECTION 1.

The Special Area Plan for:

LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT, AS RECORDED UNDER RECEPTION NUMBER 2323042 AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01 AS RECORDED UNDER RECEPTION NUMBER 2323048, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

CONTAINING A TOTAL CALCULATED AREA OF 408,783 SQUARE FEET OR 9.384 ACRES

attached hereto, is hereby approved.

SECTION 2.

The Townhomes at River's Run Subdivision, A Special Area Plan is approved without conditions.

Docusign Envelope ID: D341F3CA-77AE-41A9-83D4-A4D6C931525C

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 22, 2025.

Final adoption of Ordinance by City Council on October 14, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 10/16/2025 | 10:50 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

TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01
BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

ZONING NOTE
ENTIRETY OF SITE IS
REZONED AS R-5

SUBDIVISION SETBACK REGULATIONS

	MIN. FRONT SETBACK	MIN. REAR SETBACK	MIN. SIDE YARD
RIVERS RUN TOWNHOME COMMUNITY OVERALL	25' MIN. SETBACK FROM STRUCTURE TO PORTLAND AVE. - R.O.W.	15' MIN. SETBACK FROM STRUCTURE TO ALL OTHER ADJACENT R.O.W.	-
RIVERS RUN TOWNHOMES	AT ENTRY SIDE - 7.5' FROM ACCESS WALKWAY TYP.	AT GARAGE - 18' FROM PRIVATE ROAD R.O.W. TYP.	BETWEEN BUILDINGS - VARIES (10' MIN.)
BELOW ARE LOTS W/ SPECIAL CIRCUMSTANCES			
LOT 12, BLOCK 1	7.5' FROM ACCESS WALKWAY	AT GARAGE - 18' FROM PRIVATE ROAD R.O.W.	EAST SIDE - 6.65' PAVED SIDE YARD ADJACENT TO BREWERY BEND RD.
LOT 44, BLOCK 1	7.5' FROM ACCESS WALKWAY	AT GARAGE - 18' FROM PRIVATE ROAD R.O.W.	WEST SIDE - 3' PAVED SIDE YARD ADJACENT TO BREWERY BEND RD.
LOT 45, BLOCK 1	7.5' FROM ACCESS WALKWAY	AT GARAGE - 18' FROM PRIVATE ROAD R.O.W.	WEST SIDE - 3' PAVED SIDE YARD ADJACENT TO BREWERY BEND RD.

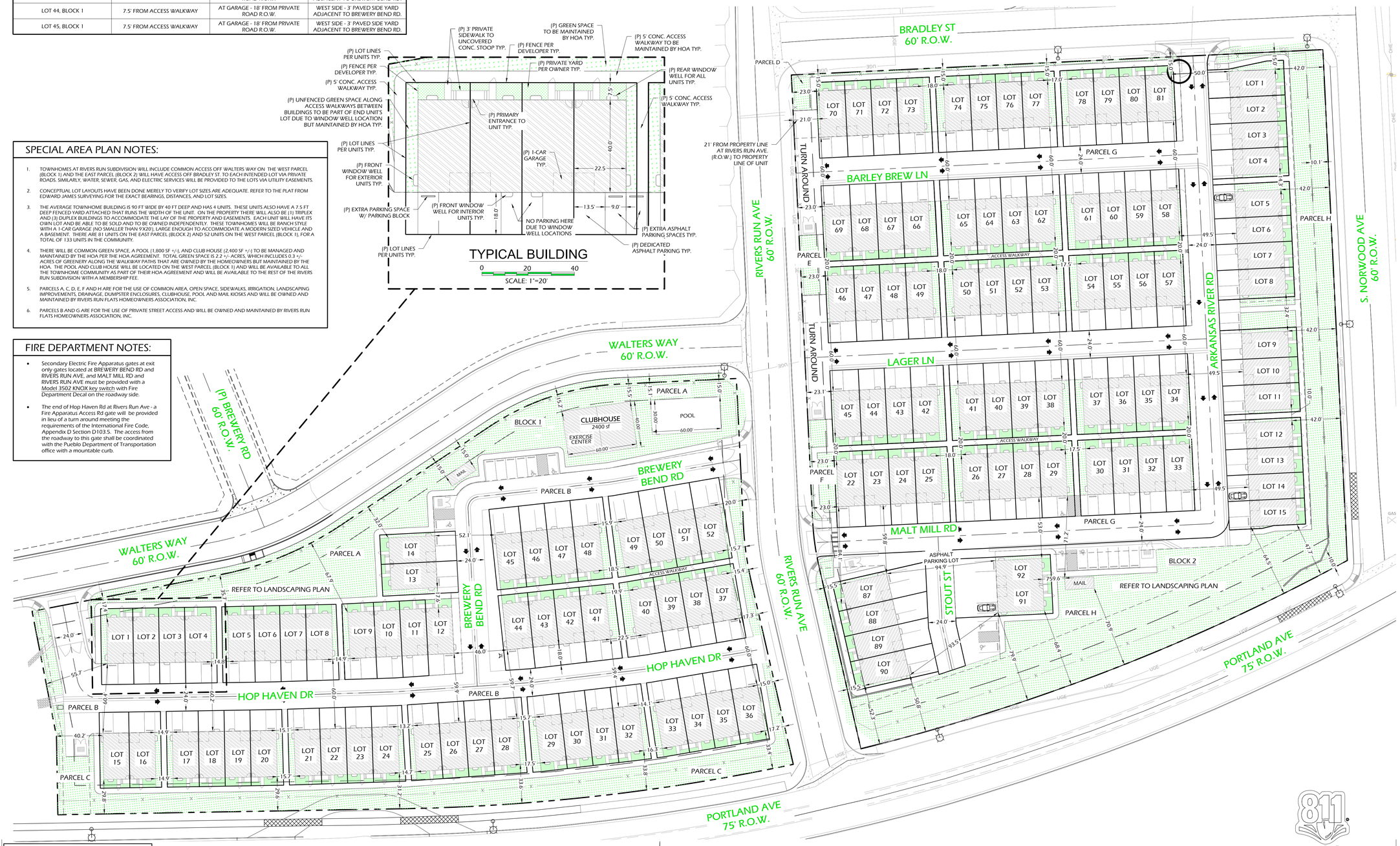
SPECIAL AREA PLAN NOTES:

1. TOWNHOMES AT RIVERS RUN SUBDIVISION WILL INCLUDE COMMON ACCESS OFF WALTERS WAY ON THE WEST PARCEL (BLOCK 1) AND THE EAST PARCEL (BLOCK 2) WILL HAVE ACCESS OFF BRADLEY ST TO EACH INTENDED LOT VIA PRIVATE ROADS. SIMILARLY, WATER, SEWER, GAS, AND ELECTRIC SERVICES WILL BE PROVIDED TO THE LOTS VIA UTILITY EASEMENTS.
2. CONCEPTUAL LOT LAYOUTS HAVE BEEN DONE MERELY TO VERIFY LOT SIZES ARE ADEQUATE. REFER TO THE PLAT FROM EDWARD JAMES SURVEYING FOR THE EXACT BEARINGS, DISTANCES, AND LOT SIZES.
3. THE AVERAGE TOWNHOME BUILDING IS 90 FT WIDE BY 40 FT DEEP AND HAS 4 UNITS. THESE UNITS ALSO HAVE A 7.5 FT DEEP FENCED YARD ATTACHED THAT RUNS THE WIDTH OF THE UNIT. ON THE PROPERTY THERE WILL ALSO BE (1) TRIPLEX AND (3) DUPLEX BUILDINGS TO ACCOMMODATE THE LAY OF THE PROPERTY AND EASEMENTS. EACH UNIT WILL HAVE ITS OWN LOT AND BE ABLE TO BE SOLD AND TO BE OWNED INDEPENDENTLY. THESE TOWNHOMES WILL BE RANCH STYLE WITH A 1-CAR GARAGE (NO SMALLER THAN 9'X20'), LARGE ENOUGH TO ACCOMMODATE A MODERN SIZED VEHICLE AND A BASEMENT. THERE ARE 81 UNITS ON THE EAST PARCEL (BLOCK 2) AND 52 UNITS ON THE WEST PARCEL (BLOCK 1), FOR A TOTAL OF 133 UNITS IN THE COMMUNITY.
4. THERE WILL BE COMMON GREEN SPACE, A POOL (1,800 SF +/-), AND CLUB HOUSE (2,400 SF +/-) TO BE MANAGED AND MAINTAINED BY THE HOA PER THE HOA AGREEMENT. TOTAL GREEN SPACE IS 2.2 +/- ACRES, WHICH INCLUDES 0.3 +/- ACRES OF GREENERY ALONG THE WALKWAY PATHS THAT ARE OWNED BY THE HOMEOWNERS BUT MAINTAINED BY THE HOA. THE POOL AND CLUB HOUSE WILL BE LOCATED ON THE WEST PARCEL (BLOCK 1) AND WILL BE AVAILABLE TO ALL THE TOWNHOME COMMUNITY AS PART OF THEIR HOA AGREEMENT AND WILL BE AVAILABLE TO THE REST OF THE RIVERS RUN SUBDIVISION WITH A MEMBERSHIP FEE.
5. PARCELS A, C, D, E, F AND H ARE FOR THE USE OF COMMON AREA, OPEN SPACE, SIDEWALKS, IRRIGATION, LANDSCAPING IMPROVEMENTS, DRAINAGE, DUMPSTER ENCLOSURES, CLUBHOUSE, POOL AND MAIL KIOSKS AND WILL BE OWNED AND MAINTAINED BY RIVERS RUN FLATS HOMEOWNERS ASSOCIATION, INC.
6. PARCELS B AND G ARE FOR THE USE OF PRIVATE STREET ACCESS AND WILL BE OWNED AND MAINTAINED BY RIVERS RUN FLATS HOMEOWNERS ASSOCIATION, INC.

FIRE DEPARTMENT NOTES:

- Secondary Electric Fire Apparatus gates at exit only gates located at BREWERY BEND RD and RIVERS RUN AVE, and MALT MILL RD and RIVERS RUN AVE must be provided with a Model 3502 KNOX key switch with Fire Department Decal on the roadway side.
- The end of Hop Haven Rd at Rivers Run Ave - a Fire Apparatus Access Rd gate will be provided in lieu of a turn around meeting the requirements of the International Fire Code, Appendix D Section D103.5. The access from the roadway to this gate shall be coordinated with the Pueblo Department of Transportation office with a mountable curb.

TYPICAL BUILDING
0 20 40
SCALE: 1"=20'



SPECIAL AREA PLAN
0 40 80
SCALE: 1"=40'

REVIEWED FOR GENERAL COMPLIANCE WITH CITY OF PUEBLO STANDARDS

GENERAL _____ SANITARY SEWER _____
DATE _____ DATE _____
DRAINAGE _____ TRANSPORTATION _____
DATE _____ DATE _____

PLOT DATE: 12/12/2024 PLOTTED BY: Darlene

Know what's below. Call before you dig.
CALL BEFORE YOU DIG!
PRIOR TO ANY EXCAVATION CONTRACTOR SHALL ARRANGE FOR UTILITY LOCATES. DO NOT PROCEED WITH EXCAVATION PRIOR TO COMPLETION OF UTILITY LOCATES.

DK Horn Engineering & Design Inc.
2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

STAMP:

TOWNHOMES AT RIVERS RUN SUBDIVISION
RIVERS RUN AVE.
PUEBLO, COLORADO 81001

PROJECT NUMBER: 2024-036
DRAWN BY: JCR
REVIEWED BY: DKH
DATE: 2024-12-12

ISSUE RECORD:

SPECIAL AREA PLAN
SPA1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday December 11, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:33 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi

Commissioners Absent: Chris Pasternak and Regina Maestri

Staff Members Present*:* David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move V-23-09 and Z-24-06 to the January 8th, 2025, meeting and approve the agenda as amended, seconded by Spinuzzi

Motion Passed: 5-0

Public Hearings

5. SAP-24-02

Special Area Plan: Townhomes at River's Run, A Special Area Plan, to allow unique development including single-family attached townhomes and private streets. Staff Report by Beritt Odom, Principal Planner.

Hearing: Applicant Aaron Haaga was sworn in and spoke in support of the application. Chuck Roy, Deputy Director / Interim Traffic Engineer, Public Works provided information and answered questions. No one appeared in opposition.

Commission Action: Bailey moved to recommend the Special Area Plan application to City Council with staff conditions, seconded by Aznar.

Motion Passed: 5-0

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Director Planning and Community Development

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-24-06 Townhomes at River's Run Subdivision, a Special Area Plan
SAP-24-02 Townhomes at River's Run, a Special Area Plan

DATE: September 3, 2025

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

SAP-24-02

To:	City of Pueblo, Planning and Zoning Commission
From:	Beritt Odom, Principal Planner
Through:	Scott Hobson, Acting Director of Planning and Community Development
Date:	December 11, 2024
Subject:	Townhomes at River's Run, A Special Area Plan
Applicant:	Edward Fisher, Edward-James, Surveying
Property Owner:	Aaron Haaga, Legends Subdivision, LLC
Location:	Generally located north of Portland Ave. and west of S. Norwood Ave.
Existing Zone:	R-5, Multiple Residential and Office District
Concurrent Request(s):	S-24-06, Townhomes at River's Run, A Special Area Plan

REQUEST:

The applicant is requesting to subdivide and establish a Special Area Plan for 9.384-acres to facilitate the development of 133 townhomes. The townhome lots will have reduced lot widths, setbacks, and be accessed from private streets. The subdivision and Special Area Plan also include parcels for drainage, parking, landscaping, dumpster enclosures, clubhouse, swimming pool, and mail kiosks.

ANALYSIS:

The subject property is a re-subdivision of Lot 1, Block 1, River's Run Subdivision, 1st Amendment, which is located north of Portland Ave. and west of S. Norwood Ave. The proposed subdivision divides the property into 133 townhome lots, multiple parcels for common area, sidewalks, landscaping, refuse, mail kiosks, clubhouse, swimming pool, and private streets that will be owned, developed and maintained by the Rivers Run Flats Homeowners Association, Inc. A Special Area Plan is proposed for this subdivision to allow for the unique development of private

streets and attached townhomes on individual lots, which do not meet the minimum standards for single-family residences in a R-5 Zone District. Each townhome will be located on an individual lot and will have a one car garage that is accessed from the private street. The townhome units located at each end of the four-unit structure will have an additional surface parking space complete with curb stop, in addition to the 18-foot-long driveway. The two middle units only have a one-car garage and 18-foot-long driveway. All townhomes will have a small fenced private yard which fronts onto a pedestrian path, located within parcels, providing pedestrian circulation throughout the development. The proposed development also includes drainage and detention parcels that will be landscaped,

Approximately 17 visitor parking spaces will be provided throughout the proposed development, with seven spaces provided adjacent to the proposed clubhouse and swimming pool. An additional 10 visitor parking spaces will be provided within Block 2 of the subdivision, east of Rivers Run Avenue. Landscaping will be provided along the entire periphery of the development. Residents will have the ability to utilize the dedicated public park that is located within the northeastern portion of the Rivers Run Subdivision, which is less than a quarter of a mile from the proposed development.

The proposed development is located in a R-5, Multiple Residential and Office Zone District, which requires a minimum lot width of 50 feet for single-family homes but does not provide minimum standards for single-family attached townhomes located on individual lots. Section 17-4-29, of the Pueblo Municipal Code states, in any zone district after or in conjunction with approval of a subdivision plan, A Special Area Plan may be submitted to the Planning and Zoning Commission for unique planning and development, which may allow for exceptions to minimum setbacks and lot width and depth requirements for each building, with consideration for the protection of public health, safety, and general welfare. Therefore, the applicant is requesting approval of the proposed Special Area Plan in conjunction with the approval of the Townhomes at River's Run, A Special Area Plan Subdivision.

CHARACTER AND COMPATIBILITY:

Site Character:

The subject property is unimproved.

Neighborhood Compatibility:

North	R-2, single-family homes and unimproved single-family residential lots.
East	I-3, Heavy Industrial: historic business records indicate the site has been home to an auto body, auto detail and contractor uses.
South	Pueblo County I-3, unimproved
West	R-5, unimproved

OBJECTIVES AND REQUIREMENTS OF SPECIAL AREA PLANS:

1. If residential, the overall net density of the area so planned, exclusive of the street rights-of-way, shall not be greater than if each individual parcel were built with a lot size conforming to the requirements of the zone district.
   Affirmative:
   - The maximum net density for the proposed subdivision and Special Area Plan is approximately 23 units per acre according to the R-5 Zone District requirement of 1,500 sq. ft. of land area per dwelling unit for multifamily structures containing between three and five dwelling units. The proposed net density is approximately 17 units per acre, which is less than the maximum allowed gross density.
2. The plan shall provide for the use and continuous maintenance of any remaining open space as well as only land common to all properties or controlled by a corporation or homeowners' association composed of all present and future owners of all property within the proposed development and provision is made for the recording of such with each deed. Any land dedicated to public use and formally accepted by City Council need not be maintained by such corporation or homeowners' association.
   Affirmative:
   - A statement providing for the continuous maintenance of remaining open space and land common to all properties is located on the subdivision and Special Area Plan plat.
3. The plan may provide for exceptions to minimum setback and lot width and depth requirements for each building if such can reasonably be made so that the public health, safety, and general welfare will be protected.
   Affirmative:
   - The proposed Townhomes at River's Run Subdivision, is located in a R-5, Mixed Residential and Office District. The zoning code does not contain minimum lot area and width regulations for single-family attached development in the R-5 Zone District. The code does require that all multifamily structures, in a R-5 Zone District, have a minimum lot area of 1,500 sq. ft. per dwelling unit but does not specify lot width. Multifamily structures are defined by the Municipal Code as structures containing three or more dwelling units. Since the majority of the proposed townhome structures are comprised of four dwelling unit structures, located on separate lots, applying the multifamily lot area code requirements appears to be the most appropriate approach for review since the zoning regulations are ambiguous for this type of development.

     Special Area Plans are intended to provide a mechanism for "unique development" allowing deviations from minimum lot sizes, setbacks, lot width and depth, so long as the overall density is not greater than if each individual parcel were built upon with a lot size conforming to the requirements of the zone district. The proposed Townhomes at River's Run Subdivision, A Special Area Plan, proposes lot widths between 22 and 28 feet wide with a depth between 65 and 67 feet for the attached townhome development. The 133-unit townhome development requires 199,500 sq. ft. of total lot area for the use of the residents, according to the R-5 multifamily regulations. The entire subdivision, which includes private lots, private streets, parcels for outdoor

recreation and landscaping improvements is approximately 408,783 sq. ft., which exceeds the minimum 199,500 sq. ft. land area requirement. The total gross density is approximately 14.17 units per acre, and the development provides approximately 3,073 sq. ft. of land area per dwelling unit which is within the prescribed R-5 maximum density for multifamily developments.

4. The plan shall provide that all setbacks on the periphery of the area shall not be less than those required for the zone district in which the building complex is located provided, however, that front setback requirements on interior street or service drives may be changed.

   Affirmative:

   - Parcels dedicated for landscaping, drainage, and other common purposes are proposed to be located between the townhome lots and surrounding street rights of way, Walters Way, Portland Ave., Rivers Run Ave., and S. Norwood, providing a landscape buffer between the townhome development and adjacent streets. Because of the surrounding parcels, the reduced setbacks are not considered on the "periphery" of the development.

5. The plan shall be in accordance with the Pueblo Comprehensive Plan and shall provide appropriate conditions and safeguards in harmony with the general purpose and intent of this Title.

   Not Applicable:

   - The project site is designated by the 2022 Pueblo Regional Comprehensive Plan as "Employment." The primary land uses include offices, light manufacturing, research and development, wholesaling, flex space, and service centers. The proposed townhome development does not comply with the current future land use designation as Employment; however, the subject property was rezoned for high density residential in March of 2022, prior to the June adoption of the 2022 Comprehensive Plan.

     At the time of rezoning to R-5, the subject property's future land use designation was Special Development Area, which required a Master Plan prior to development. The River's Run Master Development Plan was approved by the Planning and Zoning Commission in 2004. The Planning and Zoning Commission and City Council approved the 2022 R-5 zoning for high density residential even though it deviated from the River's Run Master Development Plan designation for commercial/light industrial uses in the subject area. Because of the prior entitlements, staff does not have any objections with the proposed re subdivision and Special Area Plan, which will facilitate the proposed high density townhome development.

6. The plan shall provide the property with adequate access to transportation; water supply, waste disposal, fire and police protection, and other needed public facilities and services in accordance with the approved subdivision plat.

   Affirmative:

- The private streets will provide internal circulation and access to each lot and parcel.
- Utilities and trash service access will be provided by the private street network and parcels, all of which have vehicular and pedestrian access.
- Emergency services can access each lot and parcel from the surrounding public rights-of-way and the internal private street network.

7. The street plan shall be in conformity with the most recently adopted major street plan known as the Pueblo Area Transportation System Plan. The street plan, including interior circulation for the special area plan, shall be designed so that no undue traffic congestion or unnecessary traffic hazards will be created in the special area plan or in any adjoining neighborhood.

Affirmative:

- The interior private streets will provide adequate interior circulation. No major streets, as identified in the Pueblo Area Transportation System Plan, will be altered with the proposed subdivision and SAP.

8. The plan shall provide traffic access ways, interior circulation ways and parking and loading spaces as required for the zone district in which the land is located.

Affirmative:

- The interior private streets will provide adequate interior circulation. Visitor parking will be provided along Brewery Bend Rd., seven parking spaces; Arkansas River Rd., three spaces; and Malt Mill Rd, seven spaces. Loading for individual townhomes will be provided in the 18-foot-deep driveway.

9. The plan shall be designed so that there will not be a substantially adverse effect upon the character of the neighborhood or upon adjacent property or property values in the area.

Affirmative:

- The proposed townhome development is a self-contained development that will be gated. Landscaped parcels sit adjacent to all roadways providing a landscape buffer between the townhomes and surrounding neighborhoods located outside of the River's Run development to the east and south.

10. The plan shall incorporate adequate safeguards, including but not limited to screening, fences, and landscaping to protect and maintain harmony with the surrounding area.

Landscaping

Affirmative:

- The applicant provided landscape plans, to include all common and privately owned parcels. The landscape plan is intended to be approved and recorded with the Special Area Plan. The approved landscape plan must be implemented with development of the site.

11. The plan shall provide the development sequence of the land within the plan if development is to be done in phases. Subdivision plats shall be submitted for the land proposed to be developed in the same development.

Not Applicable:

- The developer is not proposing to phase the development.

12. The plan shall provide the location and dimensions of all existing and proposed buildings, structures, rights-of-way, easements, and improvements.

Affirmative:

- The Special Area Plan plat includes the location and dimensions of the proposed residential structures, rights-of-way, easements, and improvements. The site is currently unimproved.

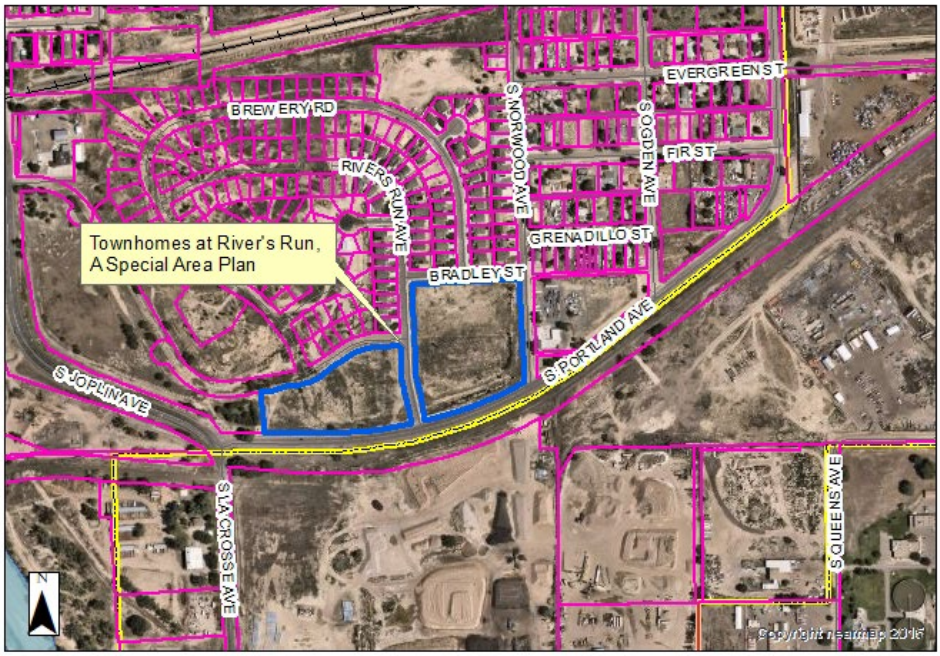
RECOMMENDED ACTION:

If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council that the requested Special Area Plan be approved, is appropriate with the following recommended staff conditions. The proposed staff conditions must be addressed prior to City Council review and approval:

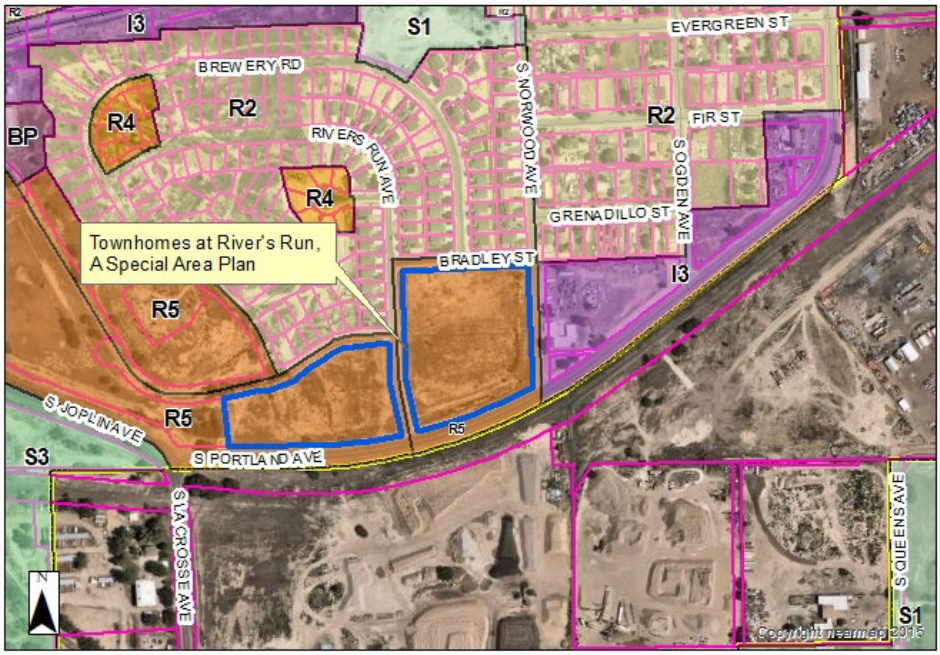
1. Remove the graphics indicating a second surface parking space closest to Parcel F on the following lots: 73, 77, 66, 62, 49, 53, 42, 38, 25, and 8. These parking spaces overlap the private lot and pedestrian circulation parcel. These spaces are not wide enough to accommodate a vehicle and cannot be considered parking spaces.
2. Amend the title on the Special Area Plan to match the Subdivision

ATTACHMENTS:

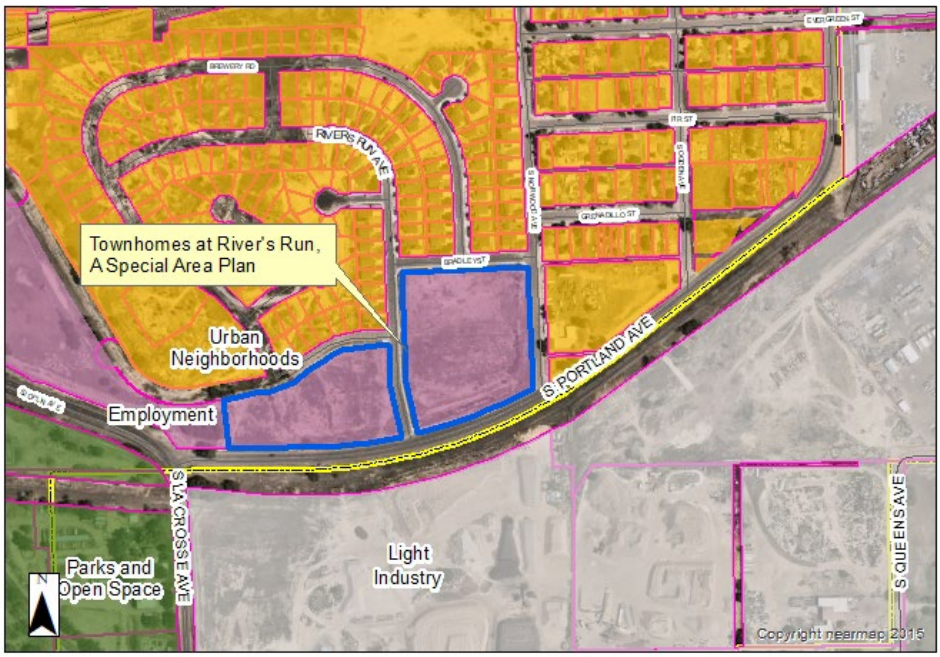
A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. Application
F. Special Area Plan plat
G. SRC Memo, December 5, 2024



A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



C. Public Notice and Site Photograph



C. Townhomes At River's Run, A Special Area Plan site looking northeast from S. Portland Ave. and S. Norwood.



C. Townhomes at River's Run, A Special Area Plan site looking northwest from S. Portland Ave. and River Run Ave.

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

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

Contact Info

Property Owner		**Applicant**	
Name: Aaron Haaga		Name: (SAME)	
Company Legends Subdivision, LLC		Company:	
Address: 5383 S 900 E Ste 205B Murray, UT	Zip: 84117	Address:	Zip:
Phone: (801)278-1111		Phone: ( )	
Email: aaron@stonebrook.com		Email:	
Engineer		**Surveyor**	
Name: Darlene Horn		Name: Edward Fisher	
Company: DKHorn Engineering & Design, Inc.		Company: Edward-James Surveying, Inc.	
Address: 2441 S Prairie Ave Pueblo, CO	Zip: 81005	Address: 4732 Eagleridge Circle Pueblo, CO	Zip: 81008
Phone: (719)696-8274		Phone: (719)545-6240	
Email: darlene@dkheng.com		Email: edwardf@ejsurveying.com	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: Two parcels north of Portland Ave betweet Joplin Ave and Norwood Ave
(address or general description)

Parcel No(s): 432319005 and 432320005 (aka 432320001, 432320002, 432320003, 432320004)

Existing Zone: R5 | Proposed Zone (if applicable): n/a

PUD Name (if applicable): n/a

Project Scope

Project Name: Townhomes at River's Run - A Special Area Plan

- ☐ Rearrangement of Property Boundaries:
  # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____sf
  ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☒ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☒ Subdivision: # of lots: 133 Total acres: 9.384
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:

(See Attached)

What is the total acreage included in the project? 9.384

What is the proposed use of the property?

☐ Commercial ☒ Multi-family ☐ Residential ☐ Industrial ☐ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☒ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ☐ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ☐ B. Pueblo County Assessor s Property Information print out (www.co.pueblo.co.us)
- ☐ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

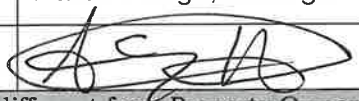
Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners expense.

Signatures

Property Owner

Print Name:	Aaron Haaga, Manager Legends Subdivision, LLC	
Signature:		Date: 6/10/2024

Applicant, if different from Property Owner

Print Name:	(SAME)	
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

5/2020

Detailed Explanation of Request for Townhome Community:

This request is for the two Parcels just North of the intersection of Portland Avenue and Rivers Run Avenue, on the East and West sides of Rivers Run Ave., South of Bradley St. and Walters Way (Previously Fir St.) and West of Norwood Ave. to become a gated townhome community by the name of Townhomes at Rivers Run. A special area plan is requested for the Parcels at Lot 1, Block 1 of Rivers Run 1st Amendment (3.873 +/- acres) and Parcel "A", Rivers Run Subdivision, Rearrangement of Property Boundaries RPB-22-01 (5.511 +/- acres) to allow for this Townhome Community (a total of 9.384 +/- acres).

The average Townhome Building is 90 FT wide by 40 FT deep and has 4 Units. These Units also have a 7.5 FT deep fenced yard attached that runs the width of the Unit. On the property there will also be (1) Triplex and (3) Duplex buildings to accommodate the lay of the property and easements. Each Unit will have its own lot and be able to be sold and to be owned independently. These Townhomes will be Ranch Style with a 1-Car Garage and a Basement. There are 81 Units on the East Parcel and 52 Units on the West Parcel, for a total of 133 Units in the Community.

There will be Common Green Space, a Pool (1,800 SF +/-), and Club House (2,400 SF +/-) to be managed by the HOA. Total Green Space is 2.178 +/- acres, which includes 0.346 +/- acres of Greenery along the Walkway Paths that are owned by the Homeowners but maintained by the HOA. The Pool and Club House will be located on the West Parcel and will be available to all the Townhome Community as part of their HOA and will be available to the rest of the Rivers Run Subdivision with a membership fee.

TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01
BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

ZONING NOTE
ENTIRETY OF SITE IS REZONED AS R-5

SUBDIVISION SETBACK REGULATIONS

	MIN. FRONT SETBACK	MIN. REAR SETBACK	MIN. SIDE YARD
RIVERS RUN TOWNHOME COMMUNITY OVERALL	25' MIN. SETBACK FROM STRUCTURE TO PORTLAND AVE. - R.O.W.	15' MIN. SETBACK FROM STRUCTURE TO ALL OTHER ADJACENT R.O.W.	-
RIVERS RUN TOWNHOMES	AT ENTRY SIDE - 7.5' FROM ACCESS WALKWAY TYP.	AT GARAGE - 18' FROM PRIVATE ROAD R.O.W. TYP.	BETWEEN BUILDINGS - VARIES (10' MIN.)
BELOW ARE LOTS W/ SPECIAL CIRCUMSTANCES			
LOT 12, BLOCK 1	7.5' FROM ACCESS WALKWAY	AT GARAGE - 18' FROM PRIVATE ROAD R.O.W.	EAST SIDE - 6.65' PAVED SIDE YARD ADJACENT TO BREWERY BEND RD.
LOT 44, BLOCK 1	7.5' FROM ACCESS WALKWAY	AT GARAGE - 18' FROM PRIVATE ROAD R.O.W.	WEST SIDE - 3' PAVED SIDE YARD ADJACENT TO BREWERY BEND RD.
LOT 45, BLOCK 1	7.5' FROM ACCESS WALKWAY	AT GARAGE - 18' FROM PRIVATE ROAD R.O.W.	WEST SIDE - 3' PAVED SIDE YARD ADJACENT TO BREWERY BEND RD.

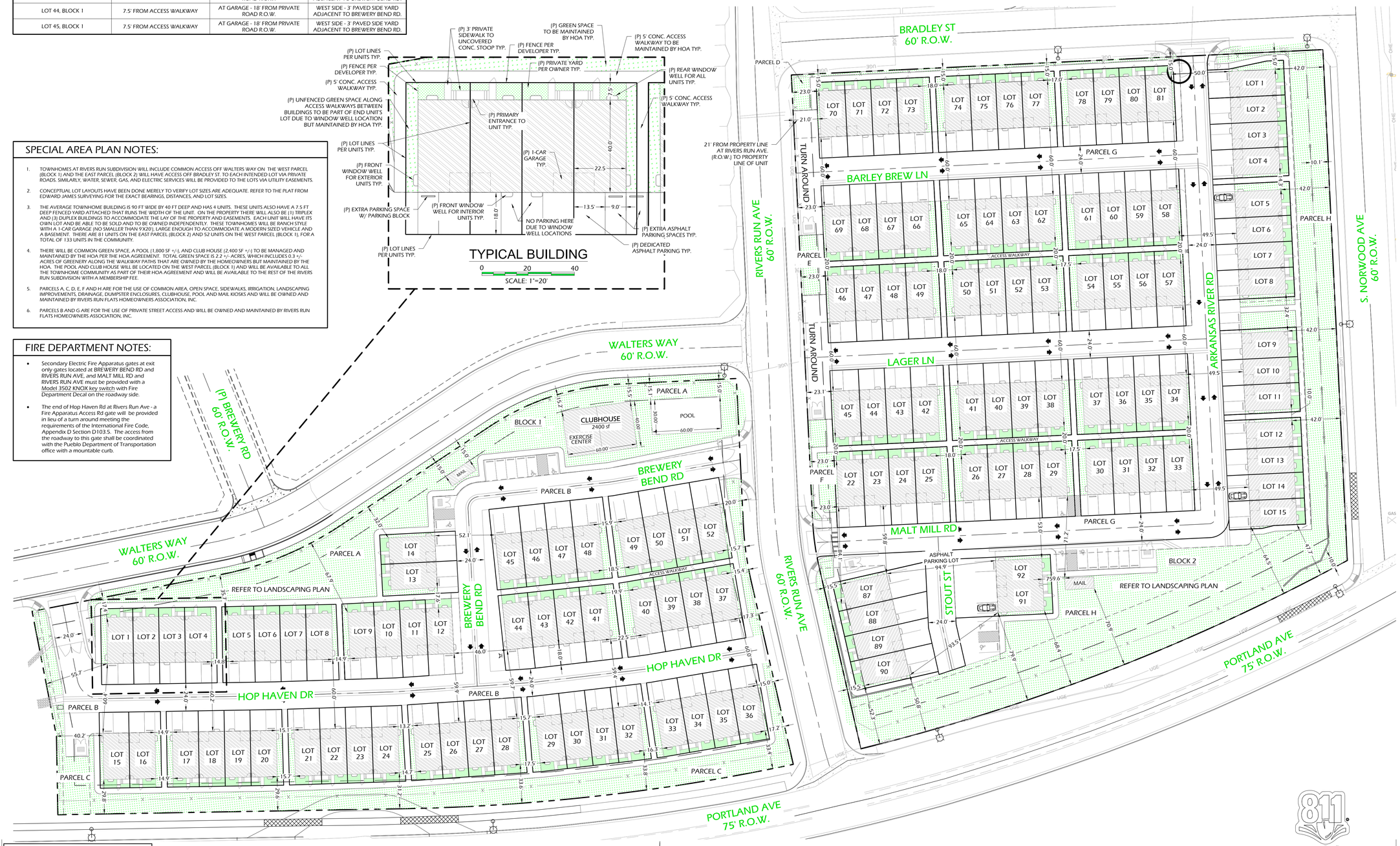
SPECIAL AREA PLAN NOTES:

1. TOWNHOMES AT RIVERS RUN SUBDIVISION WILL INCLUDE COMMON ACCESS OFF WALTERS WAY ON THE WEST PARCEL (BLOCK 1) AND THE EAST PARCEL (BLOCK 2) WILL HAVE ACCESS OFF BRADLEY ST TO EACH INTENDED LOT VIA PRIVATE ROADS. SIMILARLY, WATER, SEWER, GAS, AND ELECTRIC SERVICES WILL BE PROVIDED TO THE LOTS VIA UTILITY EASEMENTS.
2. CONCEPTUAL LOT LAYOUTS HAVE BEEN DONE MERELY TO VERIFY LOT SIZES ARE ADEQUATE. REFER TO THE PLAT FROM EDWARD JAMES SURVEYING FOR THE EXACT BEARINGS, DISTANCES, AND LOT SIZES.
3. THE AVERAGE TOWNHOME BUILDING IS 90 FT WIDE BY 40 FT DEEP AND HAS 4 UNITS. THESE UNITS ALSO HAVE A 7.5 FT DEEP FENCED YARD ATTACHED THAT RUNS THE WIDTH OF THE UNIT. ON THE PROPERTY THERE WILL ALSO BE (1) TRIPLEX AND (3) DUPLEX BUILDINGS TO ACCOMMODATE THE LAY OF THE PROPERTY AND EASEMENTS. EACH UNIT WILL HAVE ITS OWN LOT AND BE ABLE TO BE SOLD AND TO BE OWNED INDEPENDENTLY. THESE TOWNHOMES WILL BE RANCH STYLE WITH A 1-CAR GARAGE (NO SMALLER THAN 9'X20'), LARGE ENOUGH TO ACCOMMODATE A MODERN SIZED VEHICLE AND A BASEMENT. THERE ARE 81 UNITS ON THE EAST PARCEL (BLOCK 2) AND 52 UNITS ON THE WEST PARCEL (BLOCK 1), FOR A TOTAL OF 133 UNITS IN THE COMMUNITY.
4. THERE WILL BE COMMON GREEN SPACE, A POOL (1,800 SF +/-), AND CLUB HOUSE (2,400 SF +/-) TO BE MANAGED AND MAINTAINED BY THE HOA PER THE HOA AGREEMENT. TOTAL GREEN SPACE IS 2.2 +/- ACRES, WHICH INCLUDES 0.3 +/- ACRES OF GREENERY ALONG THE WALKWAY PATHS THAT ARE OWNED BY THE HOMEOWNERS BUT MAINTAINED BY THE HOA. THE POOL AND CLUB HOUSE WILL BE LOCATED ON THE WEST PARCEL (BLOCK 1) AND WILL BE AVAILABLE TO ALL THE TOWNHOME COMMUNITY AS PART OF THEIR HOA AGREEMENT AND WILL BE AVAILABLE TO THE REST OF THE RIVERS RUN SUBDIVISION WITH A MEMBERSHIP FEE.
5. PARCELS A, C, D, E, F AND H ARE FOR THE USE OF COMMON AREA, OPEN SPACE, SIDEWALKS, IRRIGATION, LANDSCAPING IMPROVEMENTS, DRAINAGE, DUMPSTER ENCLOSURES, CLUBHOUSE, POOL AND MAIL KIOSKS AND WILL BE OWNED AND MAINTAINED BY RIVERS RUN FLATS HOMEOWNERS ASSOCIATION, INC.
6. PARCELS B AND G ARE FOR THE USE OF PRIVATE STREET ACCESS AND WILL BE OWNED AND MAINTAINED BY RIVERS RUN FLATS HOMEOWNERS ASSOCIATION, INC.

FIRE DEPARTMENT NOTES:

- Secondary Electric Fire Apparatus gates at exit only gates located at BREWERY BEND RD and RIVERS RUN AVE, and MALT MILL RD and RIVERS RUN AVE must be provided with a Model 3502 KNOX key switch with Fire Department Decal on the roadway side.
- The end of Hop Haven Rd at Rivers Run Ave - a Fire Apparatus Access Rd gate will be provided in lieu of a turn around meeting the requirements of the International Fire Code, Appendix D Section D103.5. The access from the roadway to this gate shall be coordinated with the Pueblo Department of Transportation office with a mountable curb.

TYPICAL BUILDING
0 20 40
SCALE: 1"=20'



SPECIAL AREA PLAN
0 40 80
SCALE: 1"=40'

REVIEWED FOR GENERAL COMPLIANCE WITH CITY OF PUEBLO STANDARDS

GENERAL _____ SANITARY SEWER _____
DATE _____ DATE _____
DRAINAGE _____ TRANSPORTATION _____
DATE _____ DATE _____

Know what's below. Call before you dig.
CALL BEFORE YOU DIG!
PRIOR TO ANY EXCAVATION CONTRACTOR SHALL ARRANGE FOR UTILITY LOCATES. DO NOT PROCEED WITH EXCAVATION PRIOR TO COMPLETION OF UTILITY LOCATES.

PLOT DATE: 12/12/2024 PLOTTED BY: Darlene

DK Horn Engineering & Design Inc.
2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

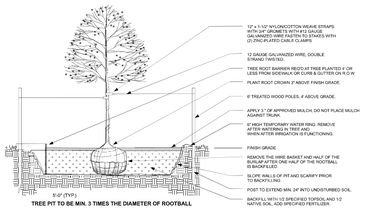
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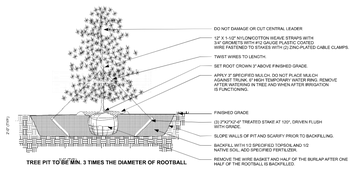
TOWNHOMES AT RIVERS RUN SUBDIVISION
RIVERS RUN AVE.
PUEBLO, COLORADO 81001

PROJECT NUMBER: 2024036
DRAWN BY: JCR
REVIEWED BY: DKH
DATE: 2024-12-12

ISSUE RECORD:

SPECIAL AREA PLAN
SPA1





1 **DECIDUOUS TREE PLANTING**
NOT TO SCALE

2 **EVERGREEN TREE PLANTING**
NOT TO SCALE

3 **LANDSCAPE EDGE TREATMENT**
NOT TO SCALE

4 **SHRUB PLANTING**
NOT TO SCALE

GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES, STANDARDS, AND SPECIFICATIONS.
2. LANDSCAPE DESIGN IS DIAGRAMMATIC IN NATURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN TAKEOFFS AND QUANTITY CALCULATIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE QUANTITIES SHOWN IN THE PLANT SCHEDULE, THE PLAN SHALL GOVERN. IT IS THE RESPONSIBILITY OF THE LANDSCAPE ARCHITECT OF THESE DRDERPAGES. MINOR ADJUSTMENTS TO THE LANDSCAPE MATERIAL AND LOCATIONS MAY BE PROPOSED FOR OWNER CONSIDERATION AT THE CONSTRUCTION DOCUMENT STAGE TO RESPOND TO MARKET AND FIELD CONDITIONS. HOWEVER, THERE SHALL BE NO REDUCTION IN THE NUMBER AND SIZE OF MATERIALS.
3. THE CONTRACTOR SHALL MAKE HIMSELF AWARE OF THE LOCATIONS OF EXISTING AND PROPOSED UTILITIES, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE UTILITIES AND/OR ANY INJURY TO ANY PERSON.
4. ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT.
5. THE CONTRACTOR SHALL TAKE EXTREME CARE NOT TO DAMAGE ANY EXISTING PLANTS INDICATED AS "TO REMAIN". ANY PLANTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED WITH PLANTS OF EQUAL SIZE AND QUANTITY AT THE CONTRACTOR'S OWN EXPENSE, AND AS ACCEPTABLE TO THE OWNER. REFER TO THE TREE PROTECTION NOTES ON THE PLANS (AS APPLICABLE).
6. LANDSCAPE CONTRACTOR SHALL VERIFY PLANTING CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE GENERAL CONTRACTOR IN WRITING OF UNSATISFACTORY CONDITIONS. IF SITE CONDITIONS OR PLANT AVAILABILITY REQUIRE CHANGES TO THE PLAN, THEN AN APPROVAL WILL BE OBTAINED FROM THE OWNER. DO NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.
7. ALL CONSTRUCTION DEBRIS AND MATERIAL SHALL BE REMOVED AND CLEANED OUT PRIOR TO INSTALLATION OF PLANTS AND LANDSCAPE MATERIAL.
8. FOR ALL INFORMATION ON SURFACE MATERIAL OF WALKS, DRIVES, AND PARKING LOTS, SEE THE SITE PLAN. SEE GRADING PLANS FOR EXISTING AND PROPOSED SLOPE CONDITIONS. SEE PHOTOMETRIC PLAN FOR FREE STANDING LIGHTING INFORMATION.
9. ALL LANDSCAPE NOTES SHALL BE COORDINATED WITH ALL APPLICABLE SPECIFICATION SECTIONS. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE GENERAL CONTRACTOR AND LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK.
10. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
11. WINTER WATERING SHALL BE AT THE EXPENSE OF THE CONTRACTOR UNTIL SUCH TIME AS FINAL ACCEPTANCE OCCURS.
12. ALL LANDSCAPE CONSTRUCTION PRACTICES, WORKMANSHIP AND ETHICS SHALL BE IN ACCORDANCEWITH INDUSTRY STANDARDS SET FORTH IN THE CONTRACTORS HANDBOOK PUBLISHED BY THE COLORADO LANDSCAPE CONTRACTORS ASSOCIATION.
13. LANDSCAPE AND IRRIGATION WORK SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY
14. CONTRACTOR SHALL PROVIDE ALL NECESSARY TRAFFIC CONTROL AND SAFETY FENCING FOR THE PROJECT SITE DURING CONSTRUCTION. CONTRACTOR SHALL PROVIDE NECESSARY FENCING TO PROTECT "PRESERVE AREA".

FINISH GRADE AND SOIL PREPARATION

15. CONTRACTOR SHALL RIP EXISTING SUBSOIL A MIN. OF 10" INCHES AND REMOVE ALL ROCKS AND CONSTRUCTION DEBRIS LARGER THAN 2" INCHES. PREPARE FOR TOPSOIL.
16. TOPSOIL SHALL BE PLACED TO A MINIMUM ALL TREE LOCATIONS SHALL HAVE A 12" MOUND OF TOPSOIL MIXTURE TAPERED TO SURROUNDING GRADE, B. OTHER
17. CONTRACTOR SHALL CONSTRUCT AND MAINTAIN FINISH GRADES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH SURROUNDING GRADES AND TO ELIMINATE PONDING. IN THE EVENT OF ANY CONFLICTS OR DISCREPANCIES ARISE BETWEEN THE GEOTECHNICAL REPORT, THE GRADING PLANS, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
18. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, IT IS RECOMMENDED THAT THE CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: GENERAL SOIL FERTILITY, PH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL. THE SOIL REPORT PRODUCED SHALL INCLUDE SPECIFIC RECOMMENDATIONS FOR SOIL AMENDMENTS AND FERTILIZERS FOR GENERAL SOIL PREPARATION AND BACKFILL MIXES, PRE-PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
19. THE CONTRACTOR SHALL RECOMMEND INSTALLATION OF SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT AND AS REQUIRED TO PROMOTE HEALTHY AND VIGOROUS PLANT GROWTH.
20. AT A MINIMUM, ALL TOPSOIL SHALL BE AMENDED WITH THE FOLLOWING:
    NITROGEN STABILIZED ORGANIC AMENDMENT COMPOST AT A RATE OF 4.0 CUBIC YARDS PER THOUSAND SQUARE FEET.)
    (AMINIMUM PHOSPHATE 16-20-0 AT A RATE OF 15 POUNDS PER THOUSAND SQUARE FEET.
21. COMPOST SHALL BE MECHANICALLY INTEGRATED INTO THE TOP 6" OF SOIL BY MEANS OF ROTOTILLING AFTER APPLICATION OF THE FOLLOWING: NITROGEN STABILIZED ORGANIC AMENDMENT ADD 10 LBS. OF 3-1-2 PER 1,000 SQUARE FEET PER THOUSAND SQUARE FEET OF NITROGEN STABILIZED ORGANIC AMENDMENT ADD 10 LBS. OF 3-1-2 12-12-12 FERTILIZER PER CU. YD., ROTOTILLED TO A DEPTH OF 8". NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED FOR ORGANIC AMENDMENTS.

PLANTING

22. ALL DECIDUOUS TREES SHALL HAVE FULL, WELL-SHAPED HEADS;ALL EVERGREENS SHALL BE UNSHEARED AND FULL TO THE GROUND. TREES WITH BROKEN OR DAMAGED TRUNKS OR LIMBS OR WITH DEAD TWIGS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
23. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S EXPENSE. ALL PLANTS SHALL BE PLANTED IN SOIL THAT IS FREE OF SUBSOIL, DEBRIS, ROCKS, AND STONES, NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT SHALL BE THE SOLE JUDGE AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
24. ALL TREES SHALL BE GUYED AND WOOD STAKED AS PER DETAILS. NO "T-STAKES" SHALL BE USED FOR TREES.
25. ALL PLANT MATERIALS SHALL BE TRUE TO TYPE, SIZE AND SPECIES, QUALITY, AND FREE OF INJURY. BROKEN ROOT BALLS, PESTS, AND DISEASES, AS WELLAS CONFORM TO THE MINIMUM REQUIREMENTS DESCRIBED IN THE LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK. FOLLOW GREENCO TREE PLANTING RECOMMENDATIONS FOR MINIMUM QUALITY REQUIREMENTS FOR TREES.
26. ALL TREE AND SHRUB BED LOCATIONS ARE TO BE STAKED OUT ON SITE FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
27. ALL TREES PLANTED ADJACENT TO PUBLIC AND/OR PEDESTRIAN WALKWAYS SHALL BE PRUNED CLEAR OF ALL BRANCHES BETWEEN GROUND AND A HEIGHT OF EIGHT (8) FEET FOR THAT PORTION OF THE PLAN LOCATED OVER THE SIDEWALK AND/OR ROAD.
28. SPECIFIED ROOT BARRIER SHALL BE INSTALL ADJACENT T ALL SIDEWALKS.
29. ALL SHRUB BEDS SHALL BE MULCHED WITH 3" INCHES DEPTH OF SPECIFIED ORGANIC MULCH.
30. ALL PLANT BEDS SHALL BE CONTAINED WITH STEEL EDGER. STEEL EDGER IS NOT REQUIRED ALONG CURBS, WALKS OR BUILDING FOUNDATIONS. ALL EDGING SHALL BE 14 GAUGE, OVERLAP AT JOINTS A MINIMUM OF 6-INCHES, AND SHALL BE FASTENED WITH A MINIMUM OF 4 PINS PER EACH 10 FOOT SECTION. THE TOP OF ALL EDGING MATERIAL SHALL BE A ROLLED TOP AND 1/2 INCH ABOVE THE FINISHED GRADE OF ADJACENT LAWN OR MULCH BED, WHICHEVER IS LOWER.
31. THE DEVELOPER, HIS SUCCESSOR, OR ASSIGNEE SHALL BE RESPONSIBLE FOR ESTABLISHING AND CONTINUING A REGULAR PROGRAM OF MAINTENANCE FOR ALL LANDSCAPED AREAS. SEE LANDSCAPE GUARANTEE AND MAINTENANCE NOTE.
32. A 5-FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF ALL FIRE HYDRANTS. NO TREES SHALL BE PLANTED WITHIN 10 FEET OF UTILITY POLES. NO SHRUBS PLANTED CLOSER THAN 4 FEET FROM FIRE HYDRANTS.
33. LANDSCAPE CONTRACTOR TO SUBMIT SAMPLES OF MISCELLANEOUS LANDSCAPING MATERIALS TO THE LANDSCAPE ARCHITECTS AND OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION, IE., MULCH, EDGER, LANDSCAPE FABRIC, ETC.
34. WHEN NECESSARY, INSTALL STANDARD NURSERY CREPE TAPE NOT LESS THAN 4" WIDE, DESIGNED TO PREVENT WINTER SUNSCALD. SECURE EVERY 24" BY TAPING. DO NOT USE DUCT TAPE.

MULCHING

35. AFTER ALL PLANTING IS COMPLETE, THE CONTRACTOR SHALL INSTALL A MINIMUM 4" THICK LAYER OF MULCH AS SPECIFIED ON THE PLANS ONLY NO LANDSCAPE FABRIC SHALL BE USED IN WOOD MULCH AREAS. NO PLASTIC WEED BARRIERS SHALL BE SPECIFIED.
36. ALL MULCH SHALL BE HARVESTED IN A SUSTAINABLE MANNER FROM LOCAL SOURCES.
37. ALL PLANTING AREAS WITH LESS THAN A 4:1 GRADIENT SHALL RECEIVE A LAYER OF MULCH, TYPE AND DEPTH PER PLANS. SUBMIT 1 CUBIC FOOT SAMPLE OF MULCH (ONE SAMPLE PER TYPE) TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL PLANTING AREAS AND LIGHTLY WATERED IN TO PREVENT IT FROM BLOWING OFF OF THE SITE.
38. ALL SHRUB BEDS SHALL BE MULCHED WITH 3" INCHES DEPTH OF SPECIFIED GRAVEL OVER WEED BARRIER FABRIC. DISTANCE BELOW CURB HEAD MAY VARY BUT SHOULD BE SAME AS ADJACENT TO WALK. DO NOT BURY LIGHT POLE BASES, ADJUST GRADE WHERE NEEDED. PROVIDE 1/2" DIFFERENCE FROM TOP OF WALK AND TOP OF GRAVEL.

IRRIGATION NOTES:

ALL REQUIRED LANDSCAPE AREAS SHALL INCLUDE A PERMANENTLY INSTOLLED AUTOMATIC IRRIGATION SYSTEM, UNLESS A PLANTING AND MAINTENANCE PLAN NOT ONPREMENT ON A PERMANENTLY SYSTEM HAS BEEN APPROVED BY THE CITY ADMINISTRATIVE OFFICIAL. LANDSCAPE ARCHITECTS AND OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION, IE., MULCH, INDIVIDUAL O IRRIGATE BU HEIGH PLANT GERMAN, AND WHERE NECESSARY, INSTALL STANDARD NURSERY CREPE TAPE NOT LESS THAN 4" WIDE, DESIGNED AND ARE SET BE ZONED SEPARATELY INSTALL BACKFLOW DEVICE PER LOCAL CODE. ALL IRRIGATION COMPONENTS SHALL BE INSTALLED PER MANUFACTURE RECOMMENDATIONS.

LEGEND - PLANT LIST FOR PERIMETER AND INTERIOR LANDSCAPE

FOR DESCRIPTION AND TYPICAL TOWNHOME COURTYARD FEATURES REFER TO SHEET NO. LS-02

Quantity	Symbol	Description
Shrubs Under 4 Feet		
131		SHRUBS AND GRASSES: Broom, Lydia / Cytisus x 'Lydia' #5 Butterfly Bush, Adonis Blue / Buddeja davidii #5 Potentilla, Jackmanii / Potentilla fruticosa 'Jackman' #5 Prairie Smoke / Geum triflorum #5 Holly, Oregon Grape / Mahonia aquifolium #5 Mockorange, Littleleaf / Philadelphus microphyllus #5 Reed Grass,Karl Foerster / Calamagrostis x acutiflora 'Karl Foerster' #1 Northern Sea oats Grass / Chasmanthium latifolium #1 Japanese Blood Grass / Imperata cylindrica 'Rubra' #1
369		GROUNDCOVER SHRUBS: Broom, Lydia / Cytisus x 'Lydia' #5 Juniper, Blue Chip / Juniperus horizontalis 'Blue chip' #5 Juniper, Calgary Carpet / Juniperus sabina #5 Manzinita, Pancho / Arrostaphylos x coloradoensis #5 Sumac, Autumn Amber / Rhus triloba 'Autumn Amber' #5
Trees		
77		ORNAMENTAL TREES Crabapple 'Profusion' / Malus x 'Profusion' 1-1/2" Caliper Hawthorn, Crusader / Crataegus crus-galli 'Crusader' 1-1/2" Caliper Maple, Hot Wings / Acer tataricum 'Gar Ann' 1-1/2" Caliper
78		DECIDUOUS SHADE TREES Hackberry, Common / Celtis occidentalis 1-1/2" Caliper Oak, Texas Red / Quercus buckeyi 1-1/2" Caliper Honeylocust, Imperial / Gleditsia triacanthos inermis 'Imperial' 1-1/2" Caliper Golden Raintree / Koelreuteria paniculata 1-1/2" Caliper
25		CONIFEROUS TREES Pine, Arnold Sentinelan Pine / Pinus nigra 'Arnold Sentinel' 6' Ht Pine, Pinon / Pinus edulis, 6' Ht. Pine, Southwest / Pinus strobiformis 6' Ht Spruce, Baken / Picea pungens 'Baken' 6' Ht

MATERIAL LIST

Quantity	Unit	Description
54,158	SF	Native/Natural Grass - Irrigated
65,485	SF	Type # 1 Gravel, 3/4" Tan Granite, 3" Depth
110,647	SF	Landscape Geotech Fabric
1,500	LF	6" Metal Edging
	EA	Tan to Gray River Rock Boulders - Group of (3), (1) 3'x3', (2) 2'x2'



CITY LANDSCAPE PREFORMANCE STANDARDS CALCULATIONS:

LANDSCAPE SETBACK:

PORTLAND AVE.: 1,053 LF AND LANDSCAPE SETBACK AREA: 10,053 SF

1 TREE PER 30 LF = 35 TREES REQ'D / 35 TREES PROVIDED.
5 SHRUBS PER 30 LF = 176 SHRUBS OR 4,388 SF LLM PROVIDED.

NORWOOD AVE.: 427 LF AND LANDSCAPE SETBACK 4,270 SF

1 TREE PER 30 LF = 14 TREES REQ'D / 14 TREES PROVIDED.
5 SHRUBS PER 30 LF = 70 SHRUBS OR 1,750 SF LLM PROVIDED.

RIVERS RUN AVE. BOTH SIDES: 821 LF AND LANDSCAPE SETBACK 8,210 SF

1 TREE PER 30 LF = 27 TREES REQ'D / 27 TREES PROVIDED.
5 SHRUBS PER 30 LF = 135 SHRUBS REQ'D AND PROVIDED.

WALTERS WAY: 616 LF AND LANDSCAPE SETBACK 6,160 SF

1 TREE PER 30 LF = 21 TREES REQ'D / 21 TREES PROVIDED.
5 SHRUBS PER 30 LF @ 293 LF = 49 SHRUBS & 70% 3,230 SF SETBACK = 2,261 SF LLM AND PROVIDED.

BRADLEY ST.: 420 LF AND LANDSCAPE SETBACK 4,200 SF

1 TREE PER 30 LF = 14 TREES REQ'D / 14 PROVIDED.
5 SHRUBS PER 30 LF = 70 SHRUBS / 70 SHRUBS PROVIDED.

LANDSCAPE OPEN SPACE: (LOS)

ZONE DISTRICT R-5, SAP
20% LOS REQUIRED
70% LIVING LANDSCAPE MATERIAL (LLM) REQUIRED

TOTAL AREA:	382,587 SF
REQUIRED 20% LOS:	76,517 SF
LOS PROVIDED:	
PORCHES/BALCONIES:	20,904 SF
SWIMMING POOL:	7,775 SF
LANDSCAPE/GRASS:	73,580 SF
TOTAL LOS PROVIDED:	102,259 SF*

70% LLM OF 20% LOS, 76,517 SF = 53,562 SF
1 TREE/1,000 SF LOS: 54 TREES REQUIRED/PROVIDED.

TOTAL NUMBER OF TREES REQUIRED = 165
TOTAL NUMBER OF TREES PROVIDED = 180

TOTAL NUMBER OF SHRUBS REQUIRED = 500
TOTAL NUMBER OF SHRUBS PROVIDED = 500

COMPANY:
ZWICK DESIGN+
Landscape Architecture
Urban Design-Planning
Project Management
11 Temple Drive • Pueblo, CO 81005
(719) 320-6483 • wjzwick@msn.com

WILLIAM JOHN ZWICK 0612 August 29, 2008 Original Date of Document STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

SHEET DESCRIPTION:
SUB 24-2 SPECIAL AREA PLAN
LANDSCAPE PLAN

PROJECT:
TOWNHOMES AT RIVERS RUN
Portland Avenue and Rivers Run Avenue
Pueblo, CO 81001

REVISIONS:
SUB 24-2
2024-036
SAP LANDSCAPE
11-21-2024

DATE:
06-10-24

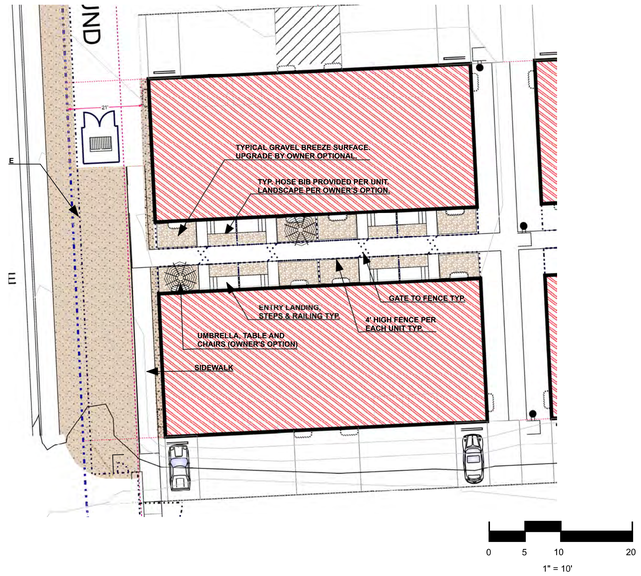
JOB NUMBER:
2024-03

DRAWN BY:
WJZ

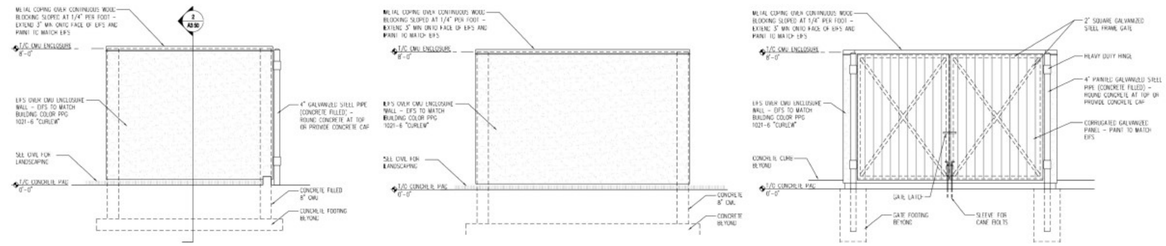
CHECKED BY:
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SCALE:
1" = 40'

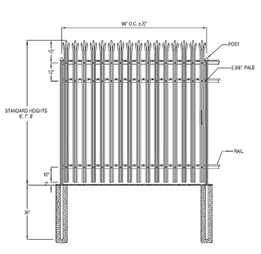
SHEET:
LS-01



TYPICAL TOWNHOME COURTYARD FOR EACH UNIT

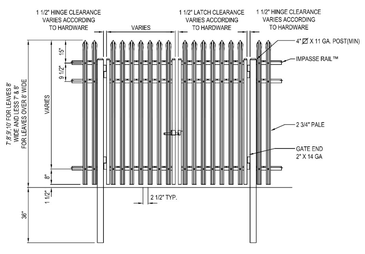


1 **DUMPSTER ENCLOSURE SIDE, REAR AND FRONT ELEVATIONS**



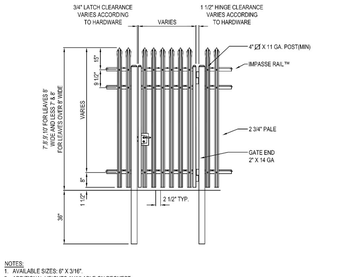
NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 280-265

2 **METAL PICKET FENCE**



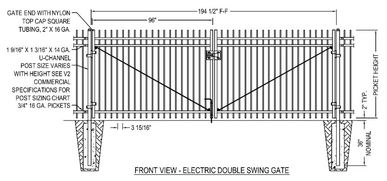
NOTES:
1. AVAILABLE SIZES: 6' X 3/16".
2. ADDITIONAL HEIGHTS AVAILABLE ON REQUEST.
3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
4. DO NOT SCALE DRAWING.
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7. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 280-295 OR APPROVED EQUAL.

3 **METAL PICKET DOUBLE GATE**



NOTES:
1. AVAILABLE SIZES: 6' X 3/16".
2. ADDITIONAL HEIGHTS AVAILABLE ON REQUEST.
3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
4. DO NOT SCALE DRAWING.
5. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
6. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
7. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 280-295 OR APPROVED EQUAL.

4 **METAL PICKET SINGLE GATE**

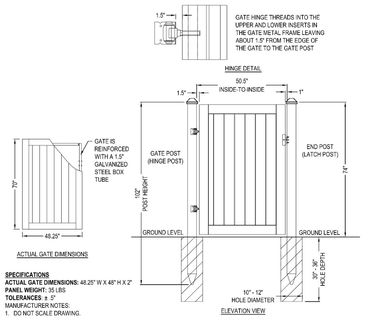


FRONT VIEW - ELECTRIC DOUBLE SWING GATE

MANUFACTURER NOTES:
1. CUSTOM SIZES AVAILABLE UPON REQUEST. CONTACT FORTRESS FENCE PRODUCTS FOR INFORMATION.

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. NOTE TO ARCHITECT, SCALE DRAWING IN AUTOCAD MODEL SPACE.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 5170-037, OR APPROVED EQUAL.

5 **METAL PICKET ELECTRIC DOUBLE SWING GATE**



SPECIFICATIONS
ACTUAL GATE DIMENSIONS: 48.25" W X 48" H X 2"
PANEL WEIGHT: 55 LBS
TOLERANCES: ± .5"
MANUFACTURER NOTES:
1. DO NOT SCALE DRAWING.

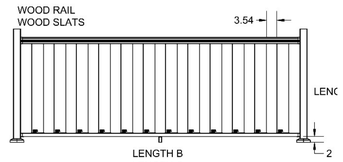
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4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 035-117, OR APPROVED EQUAL.

6 **4 FOOT WOODEN PICKET GATE**

OTE:
. A TOP RAIL LONGER THAN PANEL LENGTH IS NEEDED.

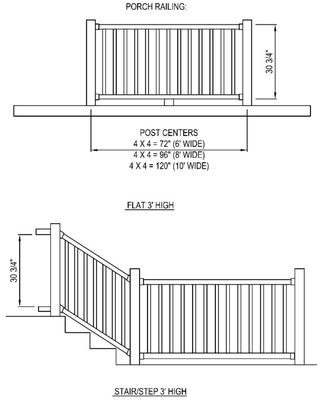
IRC COMPLIANT PANELS (RESIDENTIAL) ARE 6FT MAXIMUM APPLICATIONS
IBC COMPLIANT PANELS (COMMERCIAL) ARE 5FT MAXIMUM APPLICATIONS

OTE:
ETAL BRACKET
IXTURES



NOTE:
(A) FINISHED RAIL HEIGHT = 36", 42"
(B) PANEL LENGTH = 71.5", 95.5"
(C) MAX SPANS = 98.5X36" IRC, 98.5X42" IBC

7 **4 FOOT WOODEN PICKET FENCE**



NOTES:
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5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 035-059a, OR APPROVED EQUAL.

8 **PORCH AND STAIR RAILING**

IRRIGATION NOTES:

ALL REQUIRED LANDSCAPE AREAS SHALL INCLUDE A PERMANENTLY INSTALLED AUTOMATIC IRRIGATION SYSTEM, UNLESS A PLANTING AND MAINTENANCE PLAN NOT DEPENDENT ON A PERMANENT SYSTEM HAS BEEN APPROVED BY THE CITY ADMINISTRATIVE OFFICIAL.
THE USE OF IRRIGATION SYSTEM WATER CONSERVATION BEST MANAGEMENT PRACTICES ARE RECOMMENDED. DRIP SYSTEM SHALL BE INSTALLED TO IRRIGATE ALL NEW PLANT MATERIAL AND SPRAY/ROTOR SYSTEM FOR GRASS AREAS. GRASS AREAS MUST BE ZONED SEPARATELY. INSTALL BACKFLOW DEVICE PER LOCAL CODE. ALL IRRIGATION COMPONENTS SHALL BE INSTALLED PER MANUFACTURE RECOMMENDATIONS.

COMPANY:
ZWICK DESIGN+
Landscape Architecture
Urban Design-Planning
Project Management
11 Temple Drive • Pueblo, CO 81005
(719) 320-6483 • wjzwick@msn.com
WILLIAM JOHN ZWICK 0612 Awarded 29 2008 Original Date of Commission STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

SHEET DESCRIPTION:
SUB 24-2 SPECIAL AREA PLAN
LANDSCAPE PLAN
TOWNHOME PATIO AND DETAILS

PROJECT:
TOWNHOMES AT RIVERS RUN
Portland Avenue and Rivers Run Avenue
Pueblo, CO 81001

REVISIONS:
SUB 24-2
2024-036
SAP LANDSCAPE
11-21-2024

DATE: 06-10-24
JOB NUMBER: 2024-03
DRAWN BY: WJZ
CHECKED BY: N/A
SCALE: N/A
SHEET: LS-02

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: December 5, 2024

Subject: S-24-06 Townhomes at River's Run, A Special Area Plan Subdivision

SAP-24-02 Townhomes at River's Run, A Special Area Plan Subdivision

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S-24-06

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the Townhomes at River's Run Special Area Plan be APPROVED with the following noted:

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Not Applicable, Part II has been submitted
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.)	1. The subdivider will work with Parks Director, Steven Meier, to determine the amount of park dedication cash in lieu payment, which shall be equal to eight percent of the fair market value of the land in such subdivision, exclusive of street widths, valued as subdivided land in the intended zone district.

SAP-24-02

If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council that the requested Special Area Plan be approved, is appropriate with the following recommended staff conditions. The proposed staff conditions must be addressed prior to City Council review and approval:

1. Remove the graphics indicating a second surface parking space closest to Parcel F on the following lots: 73, 77, 66, 62, 49, 53, 42, 38, 25, and 8. These parking spaces overlap the private lot and pedestrian circulation parcel. These spaces are not wide enough to accommodate a vehicle and cannot be considered parking spaces.
2. Amend the title on the Special Area Plan to match the Subdivision

November 26, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Aaron Haaga, Legends Subdivision, LLC for the approval of the following applications generally located north of S. Portland Ave. and west of S. Norwood Ave.

S-24-06: Townhomes at River's Run, A Special Area Plan, subdivision of 9.384 acres into townhome lots and parcels.
SAP-24-02: Townhomes at River's Run, A Special Area Plan, to allow unique development including single-family attached townhomes and private streets.

The Planning and Zoning Commission meeting will be held on December 11, 2024 at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

November 26, 2024

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

CASE NUMBER: SAP-24-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Special Area Plan, Townhomes at Rivers Run of the property commonly known as Phase 1 of the Pueblo Country Club Overall Development Plan to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-4-29.

11-21-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Mailed by CM

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the special area plan of Townhomes at Rivers Run, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

11-22-24
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Photos taken and uploaded by planner

Owner	OwnerStree	OwnerCity	OwnerS	OwnerZip
GIBSON DANIEL LEWIS	813 S NORWOOD AVE	PUEBLO W	CO	81001-4462
GRANADO FIDEL B JR	1423 BREWERY RD	PUEBLO	CO	81001-4435
BUNN ALPHONSO	817 S NORWOOD AVE	PUEBLO	CO	81001-4462
VILLARREAL ADRIAN/BREAZELL ALEXIS	1427 BREWERY RD	PUEBLO	CO	81001
MARIN ARTEMIO ANDRADE	821 S NORWOOD AVE	PUEBLO	CO	81001-4462
STECKI KELSEY RAYANNE/STECKI RENN	1424 BREWERY RD	PUEBLO	CO	81001
MEGYERI KEVIN SHANE	1420 BREWERY RD	PUEBLO	CO	81001
FELIX SABRINA/FELIX ANITA/FELIX	1439 BREWERY RD	PUEBLO	CO	81001-4435
MEGYERI KEVIN SHANE	1640 SMOKE RIDGE DR	COLORADC	CO	80919-3486
LUNDBLADE JAMES	1401 RIVERS RUN AVE	PUEBLO	CO	81001
TISCHNER BRYAN / TISCHNER MARIANN	4636 W BLACK ELK WAY	WEST JORD	UT	84088-2398
PACHECO LOZANO MIGUEL A/ PACHECO	1431 BREWERY RD	PUEBLO	CO	81001-4435
VILLANUEVA AREVALO CARLOS GUADALUP	829 S NORWOOD AVE	PUEBLO	CO	81001-4462
PRICE ADAM	1436 BREWERY RD	PUEBLO	CO	81001-4435
CHILLIS KEVIN/CHILLIS NADINE	1413 RIVERS RUN AVE	PUEBLO	CO	81001-4401
ALDRICH POLLUX JOSEPH/ORTIZ ALDRIC	1428 BREWERY RD	PUEBLO	CO	81001
LEGENDS SUBDIVISION LLC	6375 S HIGHLAND DR	SALT LAKE	UT	84121-6561
VELA KRYSTAL M	1432 RIVERS RUN AVE	PUEBLO	CO	81001-4401
RALSTON DAKOTA J / HERNANDEZ SUNN	1428 RIVERS RUN AVE	PUEBLO	CO	81001
MORALES ISAAC/MORALES THAIS	1424 RIVERS RUN AVE	PUEBLO	CO	81001-4401
GUTIERREZ DANIEL	1420 RIVERS RUN AVE	PUEBLO	CO	81001-4401
ANDA MATTHEW / ANDA KAITLYN	1410 RIVERS RUN AVE	PUEBLO	CO	81001-4401
JENSEN KYLE T	1406 RIVERS RUN AVE	PUEBLO	CO	81001-4401
COMINS CHRISTINE J/LINDREN LORA L	825 S NORWOOD AVE	PUEBLO	CO	81001-4462
BARNHILL REGINALD	1435 BREWERY RD	PUEBLO	CO	81001-4435
LEGENDS SUBDIVISION LLC	6375 S HIGHLAND DR	SALT LAKE	UT	84121-6561
SMITH JUSTIN	1432 BREWERY RD	PUEBLO	CO	81001-4435
TRAN JACKY	11286 PALMERS GREEN DR	PEYTON	CO	80831-8168
VOCKE ANTHONY / RIVAS VOCKE FATIM	1402 RIVERS RUN AVE	PUEBLO	CO	81001-4401
MILLER JUDITH MARIE/MILLER EDWARD	1332 RIVERS RUN AVE	PUEBLO	CO	81001
ARAGON PAUL L	1000 S NORWOOD AVE	PUEBLO	CO	81001-5516
FINN WILLIAM G/TAPIA BERDINE	1504 GRENADILLO ST	PUEBLO	CO	81001-4516
LOPEZ CRYSTAL	1502 GRENADILLO ST	PUEBLO	CO	81001-4516
GARCIA LORI A	935 ELM ST	PUEBLO	CO	81004-2531
HARP LLC	14183 E LAYTON DR	AURORA	CO	80015-1244
FEARN GARY R	PO BOX 20368	COLORADC	CO	81019-2368
GONZALES GREGORIO/GONZALES ERNEST	PO BOX 8806	PUEBLO	CO	81008-8806
ESQUIVEL JAVIER A	810 S NORWOOD AVE	PUEBLO	CO	81001-4400
J B T N LLC	1541 STOCKYARD RD	PUEBLO	CO	81001-4537
ERA HOLDINGS II LLC	1152 41ST LN	PUEBLO	CO	81006-9315

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 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 TRANSFERRING, BUDGETING AND APPROPRIATING INSURANCE PROCEEDS IN THE AMOUNT OF $695,000 INTO CAPITAL PROJECT NO. CI2513 - ICE ARENA ROOF REPAIR CIRSA, TRANSFERRING FUNDS IN THE AMOUNT OF $39,884 FROM THE WAGES/PUBLIC WORKS SALARY SAVINGS ACCOUNT 10140103-51040, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $734,884.00 TO B & M ROOFING OF COLORADO, INC., FOR ACCOUNT PROJECT NO. 25-019 PUEBLO ICE ARENA ROOF RETROFIT PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Ordinance transfers, budgets and appropriates insurance proceeds in the amount of $695,000.00 into Capital Project No. CI2513 - Ice Arena Roof Repair CIRSA, transfers funds in the amount of $39,884.00 from the Wages/Public Works salary savings account 10140103-51040 and awards a construction contract in the amount of $734,884 to B & M Roofing of Colorado, Inc., for Account Project No. 25-019 Pueblo Ice Arena Roof Retrofit Project.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

This project will consist of retrofitting the existing roof at the Pueblo Ice Arena.

The roof on the Ice Arena has sustained hail impact damage requiring replacement.

Based on the City of Pueblo's adopted 2021 Codes, Secton 705.2.1 of the IEBC, Sections 1512.2.1 and 1512.2.1.1 of the IBC and Section 503.1.1 of the IECC all allow for a recover of the existing roof system.

The existing roof construction consists of a wood deck, 2 layers of 1.5" polyisocyanurate insulation, one layer of ½" Dens-Deck prime, mechanically attached and the adhered roof membrane is a 50 mil KEE roof system. The retrofitted roof will be a 60 mil KEE modified roof membrane as the 60 mil is the minimum standard for TPO/membrane roofs. The additional cost to upgrade the roof will be paid from Public Works salary savings.

FINANCIAL IMPLICATIONS:

Funds in the amount of $695,000.00 will be transferred, budgeted and appropriated from insurance proceeds to Capital Project No. CI2513.

Funds in the amount of $39,884.00 will be transferred from Wages/Public Works salary savings, account 10140103-51040 to Capital Project No. CI2513.

Funding in the amount of $734,884 shall be paid from CI2513.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance will cancel the project.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 25-019 Bid Summary

ORDINANCE NO.

AN ORDINANCE TRANSFERRING, BUDGETING AND APPROPRIATING INSURANCE PROCEEDS IN THE AMOUNT OF $695,000 INTO CAPITAL PROJECT NO. CI2513 - ICE ARENA ROOF REPAIR CIRSA, TRANSFERRING FUNDS IN THE AMOUNT OF $39,884 FROM THE WAGES/PUBLIC WORKS SALARY SAVINGS ACCOUNT 10140103-51040, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $734,884.00 TO B & M ROOFING OF COLORADO, INC., FOR ACCOUNT PROJECT NO. 25-019 PUEBLO ICE ARENA ROOF RETROFIT PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, on June 21, 2023, the Pueblo Ice Arena building experienced damage from a major hailstorm; and

WHEREAS, the City will receive proceeds from the insurance company for the costs of repairing such damage; and

WHEREAS, competitive bids for Account Project No. 25-019 Pueblo Ice Arena Roof Retrofit project have been received and examined; and

WHEREAS, the proposal of B & M Roofing of Colorado, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Account Project No. 25-019 Pueblo Ice Arena Roof Retrofit Project to be performed; NOW THEREFORE,

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

SECTION 1.

Upon receipt, insurance proceeds in the amount of $695,000.00 shall be budgeted, appropriated, and transferred into Capital Project No. CI2513 - Ice Arena Roof Repair CIRSA from the Self Insurance Fund

SECTION 2.

Funds in the amount of $39,884.00 shall be transferred from the Wages/Public Works salary savings account 10140103-51040, to Capital Project No. CI2513 - Ice Arena Roof Repair CIRSA.

SECTION 3.

The City Council authorizes Account Project No. 25-019 Pueblo Ice Arena Roof Retrofit Project, to be performed, and the contract for said project is hereby awarded to B & M Roofing of Colorado, Inc., in the amount of $734,884.00.

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.

Funds for Account Project No. 25-019 in the amount of $734,884.00 shall be from Capital Project No. CI2513 - Ice Arena Roof Repair CIRSA.

SECTION 6.

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

SECTION 7.

This Ordinance shall become effective immediately upon passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 22, 2025.

Final adoption of Ordinance by City Council on October 14, 2025.

_____
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

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

EVALUATION TABULATION

IFB No. 25-019

Pueblo Ice Arena Roof Retrofit Project

RESPONSE DEADLINE: April 16, 2025 at 10:00 am
Report Generated: Wednesday, April 16, 2025

VENDOR TOTALS

BASE BID - THERMOPLASTIC MEMBRANE ROOF SYSTEM

Vendor	Total
B & M Roofing of Colorado, Inc	$734,884.00
Weathercraft Company of Colorado Springs	$775,541.00
Superior Roofing, Inc.	$802,685.00
Monument Roofing of Colorado a Tecta America Company, LLC	$861,083.00
JR & Co Inc	$975,736.00
7 Summits Roofing	$987,300.00
Colorado Moisture Control, Inc.	$1,080,725.00

ALTERNATE 1 - SBS MODIFIED BITUMEN ROOF SYSTEM

Vendor	Total
Weathercraft Company of Colorado Springs	$808,230.00
JR & Co Inc	$1,083,252.00
Superior Roofing, Inc.	$1,126,783.00
Monument Roofing of Colorado a Tecta America Company, LLC	$1,137,684.00
B & M Roofing of Colorado, Inc	$1,245,566.00
Colorado Moisture Control, Inc.	$1,446,600.00
7 Summits Roofing	No Bid

BASE BID - THERMOPLASTIC MEMBRANE ROOF SYSTEM (Table 1 of 2)

Base Bid - Thermoplastic Membrane Roof System					7 Summits Roofing		B & M Roofing of Colorado, Inc		Colorado Moisture Control, Inc.		JR & Co Inc		Monument Roofing of Colorado a Tecta America Company, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Install New Thermoplastic Membrane Roof System	1	LS	$987,300.00	$987,300.00	$734,884.00	$734,884.00	$1,080,725.00	$1,080,725.00	$975,736.00	$975,736.00	$861,083.00	$861,083.00
Total						$987,300.00		$734,884.00		$1,080,725.00		$975,736.00		$861,083.00

BASE BID - THERMOPLASTIC MEMBRANE ROOF SYSTEM (Table 2 of 2)

Base Bid - Thermoplastic Membrane Roof System					Superior Roofing, Inc.		Weathercraft Company of Colorado Springs	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Install New Thermoplastic Membrane Roof System	1	LS	$802,685.00	$802,685.00	$775,541.00	$775,541.00
Total						$802,685.00		$775,541.00

ALTERNATE 1 - SBS MODIFIED BITUMEN ROOF SYSTEM (Table 1 of 2)

Alternate 1 - SBS Modified Bitumen Roof System					7 Summits Roofing		B & M Roofing of Colorado, Inc		Colorado Moisture Control, Inc.		JR & Co Inc		Monument Roofing of Colorado a Tecta America Company, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	2	Demo Existing Thermoplastic Membrane Roof	1	LS	$0.00	$0.00	$37,553.00	$37,553.00	$29,200.00	$29,200.00	$65,495.00	$65,495.00	$76,113.00	$76,113.00
	3	Install New SBS Modified Bitumen Roof System	1	LS	$0.00	$0.00	$1,208,013.00	$1,208,013.00	$1,417,400.00	$1,417,400.00	$1,017,757.00	$1,017,757.00	$1,061,571.00	$1,061,571.00
Total						$0.00		$0.00		$0.00		$0.00		$0.00

ALTERNATE 1 - SBS MODIFIED BITUMEN ROOF SYSTEM (Table 2 of 2)

Alternate 1 - SBS Modified Bitumen Roof System					Superior Roofing, Inc.		Weathercraft Company of Colorado Springs	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	2	Demo Existing Thermoplastic Membrane Roof	1	LS	$45,500.00	$45,500.00	$18,878.00	$18,878.00
	3	Install New SBS Modified Bitumen Roof System	1	LS	$1,081,283.00	$1,081,283.00	$789,352.00	$789,352.00
Total						$0.00		$0.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	7 Summits Roofing	B & M Roofing of Colorado, Inc	Colorado Moisture Control, Inc.	JR & Co Inc	Monument Roofing of Colorado a Tecta America Company, LLC	Superior Roofing, Inc.	Weathercraft Company of Colorado Springs
BID GUARANTEE	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
PERFORMANCE OF WORK 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	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response	No Response	No Response	No Response	No Response

Docusign Envelope ID: CE3CFEFE-9BE0-4ADA-95E8-93EACC9592E4

City Clerk's Office Item # S2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 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 ESTABLISHING ACCOUNT PROJECT HU2512 - DILLON ROUNDABOUT CONSTRUCTION, AND TRANSFERRING, BUDGETING AND APPROPRIATING $2,000,000 FROM PROJECT ACCOUNT HU9999, FASTER PROJECTS TO BE DETERMINED, TO SAID PROJECT ACCOUNT HU2512

SUMMARY:

This Ordinance establishes Account Project HU2512 - Dillon Roundabout Construction, transfers funds in the amount of $2,000,000.00 from Account Project HU9999 to Project Account HU2512 - Dillon Roundabout Construction Project, and budgets and appropriates funds totaling $2,000,000.00 for the Project.

PREVIOUS COUNCIL ACTION:

On October 9, 2018, by Ordinance No. 9350, City Council approved the creation of Project Account CI1819 Eagleridge & Dillon Design and transferred money from 2018 fund balance of the General Fund in the amount of $250,000.00 into Finance Account CI1819.

Ordinance 9889, passed on March 8, 2021, entering into an agreement with CDOT accepting grant funding in the amount of $1,800,000.00 from FHWA, and appropriating those funds into Project Account CI1819 – Eagleridge & Dillon Design.

Ordinance 9915, dated May 3, 2021, amended the Project Account name from Eagleridge and Dillon Design to Eagleridge and Dillon Design and Construction.

Resolution 14824, dated March 13, 2022, awarded an agreement for professional engineering services in the amount of $229,243.00 to Short-Elliott-Hendrickson, Inc. for Project No. 21-075 Dillon and Eagleridge Roundabout Project.

Resolution 15182, dated March 27, 2023, approved Amendment No. 4 to the agreement

Docusign Envelope ID: CE3CFEFE-9BE0-4ADA-95E8-93EACC9592E4

for professional consulting services between the City of Pueblo and Short-Elliott-Hendrickson, Inc., in the amount of $18,685.00 for Project No. 21-075, Dillon and Eagleridge Roundabout Project.

Resolution 15183, dated March 27, 2023, approved Amendment No. 5 to the agreement for professional consulting services between the City of Pueblo and Short-Elliott-Hendrickson, Inc., in the amount of $22,031.00 for Project No. 21-075, Dillon and Eagleridge Roundabout Project.

Resolution 15642, dated May 28, 2024, approved Amendment No. 6 to the agreement for professional consulting services between the City of Pueblo and Short-Elliott-Hendrickson, Inc., in the amount of $49,052.00 for Project No. 21-075, Dillon and Eagleridge Roundabout Project.

BACKGROUND:

The intersection of Dillon and Eagleridge was awarded a Highway Safety Improvement Program (HSIP) grant through the Colorado Department of Transportation (CDOT) based on the traffic problems at this intersection. The grant funds, along with the allocated 2018 General Funds, will be used to design and construct a traffic roundabout at the intersection of Dillon Drive and Eagleridge Boulevard in the City of Pueblo. The roundabout will provide free flow conditions for all turning movements and will eliminate stop signs. Additionally, the median and concrete curb and gutter, striping and appropriate signage will be installed on all four quadrants to delineate lanes and instruct drivers. Crosswalks, curb ramps, landscaping, and other appurtenances will also be installed.

During the final stages of design, the Engineers' opinion of probable cost showed a shortfall of approximately $2,000,000.00. The funds from the FASTER Projects to be Determined will be used to cover this shortfall and be used for the construction of the improvements at this intersection.

FINANCIAL IMPLICATIONS:

The funds in the amount of $2,000,000.00 are being transferred from Project Account HU9999 to Project Account HU2512, Dillon Roundabout Construction.

Funds in the amount of $2,000,000.00 shall be budgeted and appropriated.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from Project Account HU9999.

Docusign Envelope ID: CE3CFEFE-9BE0-4ADA-95E8-93EACC9592E4

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

Docusign Envelope ID: CE3CFEFE-9BE0-4ADA-95E8-93EACC9592E4

ORDINANCE NO. 11050

AN ORDINANCE ESTABLISHING ACCOUNT PROJECT HU2512 DILLON ROUNDABOUT CONSTRUCTION, AND TRANSFERRING, BUDGETING AND APPROPRIATING $2,000,000 FROM PROJECT ACCOUNT HU9999, FASTER PROJECTS TO BE DETERMINED, TO SAID PROJECT ACCOUNT HU2512

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

SECTION 1.

Project HU2512, Dillon Roundabout Construction Project, is hereby established.

SECTION 2.

Funds in the amount of $2,000,000.00 are hereby transferred from Project Account HU9999 into Project Account HU2512, Dillon Roundabout Construction, and budgeted and appropriated for Project Account HU2512

SECTION 3.

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

SECTION4.

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 September 22, 2025.

Final adoption of Ordinance by City Council on October 14, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: CE3CFEFE-9BE0-4ADA-95E8-93EACC9592E4

Action by the Mayor:

☒ Approved on 10/17/2025 | 11:00 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____

President of City Council

ATTEST

DocuSigned by:
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City Clerk

Docusign Envelope ID: CE3CFEFE-9BE0-4ADA-95E8-93EACC9592E4

City Clerk's Office Item # S3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 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 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A 4TH AMENDMENT AND RESTATEMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO ("CITY"), A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT: TAP M086-082 (22971) RELATING TO THE NORTHERN AVE TRAIL PHASE III PROJECT, BUDGETING AND APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF $513,841 FOR SAID PROJECT, AND AWARDING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,436,813.01 TO MORTON ELECTRIC, INC. FOR PROJECT NO. 25-001R, CONCRETE AND SIGNAL IMPROVEMENTS - NORTHERN AVENUE TRAIL PHASE 3 REBID AND SETTING FORTH $185,047.99 FOR CONTINGENCIES

SUMMARY:

This Ordinance approves a 4th Amendment and Restatement of an Intergovernmental Agreement (“IGA”) between Pueblo, a Colorado Municipal Corporation (“City”) and the State of Colorado, Colorado Department of Transportation (“CDOT”) relating to the Northern Ave Trail Phase III Project, and budgets and appropriates additional funds totaling $513,841.00 for the Project, upon execution of the IGA, awards a construction contract in the amount of $1,436,813.01 to Morton Electric, Inc. for Project 25-001r, Concrete and Signal Improvements - Northern Avenue Trail Phase 3 Rebid, setting forth $185,047.99 for contingencies.

PREVIOUS COUNCIL ACTION:

Ordinance 9600 dated November 25, 2019, transferred funds in the amount of $125,000.00 from the 2019 Highway User Tax Fund (“HUTF”) balance to Project HU1601 and budgeted and appropriated $125,000.00 for the Traffic Signal Northern

Docusign Envelope ID: CE3CFEFE-9BE0-4ADA-95E8-93EACC9592E4

Avenue and Prairie Avenue Project.

Ordinance 9666 dated February 24, 2020, established project PL2003, which approved an IGA between the City and CDOT, transferred $125,000.00 from project HU1601 to project PL2003, and budgeted and appropriated funds in the amount of $625,000.00 for the Northern Avenue Streetscape/Trail Phase III Project.

Resolution 14465 dated August 24, 2020, approved an agreement for professional engineering services between the City and Short Elliott Hendrickson, Inc., in the amount of $63,037.19, related to the Northern Avenue Streetscape/Trail Phase III Project.

Ordinance 9977 dated August 9, 2021, approved an amendment to the Intergovernmental Agreement (“IGA”), TAP M086-082 between the City of Pueblo, a Colorado Municipal Corporation (“City”) and the State of Colorado, Colorado Department of Transportation (“CDOT”) relating to the Northern Avenue Streetscape/Trail Phase III Project.

Ordinance 10121 dated February 28, 2022, approved Amendment #2 to the Intergovernmental Agreement (“IGA”), TAP M086-082 between the City of Pueblo, a Colorado Municipal Corporation (“City”) and the State of Colorado, Colorado Department of Transportation (“CDOT”) relating to the Northern Avenue Streetscape/Trail Phase III Project.

Ordinance 10308, dated October 24, 2022, approved Amendment #3 to the Intergovernmental Agreement (IGA), TAP M086-082 between the City of Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to the Northern Avenue Streetscape/Trail Phase III Project.

BACKGROUND:

This Ordinance approves the 4th Amendment and Restatement to the Intergovernmental Agreement, originally effective on March 13, 2020, between the City and CDOT. This amendment is due to an additional Multimodal Transportation & Mitigation Options Funding (MMOF) grant that was awarded to the City of Pueblo.

The proposed project will continue the trail along the north side of Northern Avenue between Cambridge Avenue and Prairie Avenue and will then head north on Prairie Avenue to the main entrance of the Colorado State Fairgrounds. Over the last several years the City has redeveloped the trail system from Pueblo Boulevard (State Highway 45) east to Cambridge Avenue along Northern Avenue. This project will complete the trail system to the Colorado State Fairgrounds, providing the area residents and visitors to the State Fair with a direct bike/pedestrian connection.

Upon execution of the IGA, a construction contract will be awarded to Morton Electric, Inc.

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FINANCIAL IMPLICATIONS:

Grant funds in the amount of $1,318,494.00 were previously awarded, budgeted and appropriated. Additional grant funds, in the amount of $513,841.00 are being budgeted and appropriated into PL2003, Northern Avenue Streetscape Trail III Project.

Funding in the amount of $1,621,861.00 (contract and contingencies) shall be paid from PL2003.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from the CDOT Multimodal Transportation & Mitigation Options Funding (MMOF) grant funds.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Draft Amendment 4 (22971)
2. 25-001R Bid Summary

Docusign Envelope ID: CE3CFEFE-9BE0-4ADA-95E8-93EACC9592E4

ORDINANCE NO. 11051

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A 4TH AMENDMENT AND RESTATEMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO ("CITY"), A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT: TAP M086-082 (22971) RELATING TO THE NORTHERN AVE TRAIL PHASE III PROJECT, BUDGETING AND APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF $513,841 FOR SAID PROJECT, AND AWARDING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,436,813.01 TO MORTON ELECTRIC, INC. FOR PROJECT NO. 25-001R, CONCRETE AND SIGNAL IMPROVEMENTS - NORTHERN AVENUE TRAIL PHASE 3 REBID AND SETTING FORTH $185,047.99 FOR CONTINGENCIES

WHEREAS, competitive bids for 25-001r Concrete and Signal Improvements - Northern Avenue Trail Phase 3 Rebid have been received and examined; and,

WHEREAS, the proposal of Morton Electric, Inc., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-001r Concrete and Signal Improvements - Northern Avenue Trail Phase 3 Rebid to be performed; NOW, THEREFORE,

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

SECTION 1.

The 4th Amendment and Restatement to the Intergovernmental Agreement (“IGA”) between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, acting by and through the Colorado Department of Transportation ("CDOT"), Project: TAP M086-082 (22971), Northern Avenue Streetscape Phase III Project, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Subject to encumbrances by the Colorado State Department of Transportation, additional funds from the Northern Avenue Streetscape Phase III project (TAP M086-082) in the amount of $513,841.00 (total of $1,832,335.00) are hereby budgeted and appropriated for the Northern Avenue Streetscape Phase III Trail Project, No. PL2003.

SECTION 3.

The Mayor is authorized to execute and deliver the IGA 4th Amendment and Restatement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

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SECTION 4.

Subject to execution of the IGA, the City Council authorizes Account Project No. 25-001r Concrete and Signal Improvements - Northern Avenue Trail Phase 3 Rebid, to be performed, and the contract for said project is hereby awarded to Morton Electric, Inc., in the amount of $1,436,813.01.

SECTION 5.

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 6.

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……$185,047.99

SECTION 7.

Funds for Project No. 25-001r, in the amount of $1,621,861.00 ($1,436,813.01 + $185,047.99 for contingencies and additional work), shall be from Account Project PL2003, Northern Avenue Streetscape Trail III Project.

SECTION 8.

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

SECTION 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 September 22, 2025.

Final adoption of Ordinance by City Council on October 14, 2025.

DocuSigned by:
Mark Alliff
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President of City Council

Docusign Envelope ID: CE3CFEFE-9BE0-4ADA-95E8-93EACC9592E4

Action by the Mayor:

☒ Approved on 10/17/2025 | 11:00 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
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_____
City Clerk

STATE OF COLORADO AMENDMENT

Amendment #: 4 **Project #: TAP M086-082 (22971)**

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		**Amendment Routing Number** 20-HA2-XC-03013-M0009
Local Agency CITY OF PUEBLO		**Original Agreement Routing Number** 20-HA2-XC-03013
Agreement Maximum Amount	$1,832,335.00	**Agreement Beginning Date** March 13, 2020
		Agreement Expiration Date March 12, 2030

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
Keith Stefanik, P.E., Chief Engineer

Date: _____

LOCAL AGENCY
City of Pueblo

By:_____
***Signature**

Name:_____
(Heather Graham)

Title:_____
(Mayor)

Date:_____

LOCAL AGENCY
City of Pueblo (2nd Signature)

By:_____
***ATTEST**

Name:_____
(Marisa Stoller)

Title:_____
(City Clerk)

Date:_____

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Department of Transportation

Amendment Effective Date:_____

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The Parties entered into the Agreement on March 13, 2020, for the design and construction of a trail, traffic signal improvements and landscaping in the City of Pueblo, Colorado. The Parties now desire to add State MMO funding to complete the project.

5) MODIFICATIONS

The Parties desire to modify the agreement as follows:

A. Increase total budgeted funds from $1,318,494.00 by $513,841.00 to $1,832,335.00;

B. **Exhibit C-11**, replaces **Exhibit C-10**, which is attached hereto.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

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EXHIBIT C-11 - FUNDING PROVISIONS

City of Pueblo # TAP M086-082 (22971)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be $1,832,335.00, which is to be funded as follows:

1. FUNDING

a. Federal Funds (80% of TAP Award)	$500,000.00
b. Local Agency Funds (20% of TAP Award)	$125,000.00
c. State Funds (HB1466 General Funds) (100% of HB1466 GF Award)	$693,494.00
d. State Funds (100% of MMOF Award)	$513,841.00
TOTAL FUNDS ALL SOURCES	**$1,832,335.00**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	693JJ22230000Z3E2COM086082 693JJ22130000Z300COM086082 693JJ22230000Z30ECOM086082 693JJ22330000Y306COM086082
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	NJK3BNUDRHJ7
d.	Assistance Listing # Highway Planning and Construction	ALN 20.205
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	$472,800.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted	$500,000.00
b.	State Funds Budgeted	$1,207,335.00
c.	Less Estimated Federal Share of CDOT-Incurred Costs	$ 0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**93.18%**	**$ 1,707,335.00**
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**6.82%**	**$ 125,000.00**
TOTAL PROJECT ESTIMATED FUNDING	**100.00%**	**$ 1,832,335.00**

4. FOR CDOT ENCUMBRANCE PURPOSES

TAP Funds

a.	Total Encumbrance Amount (Federal funds + Local Agency Funds)	$591,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	
	Federal Funds 80% of ROW $27,200.00	
	Local Agency 20% of ROW $6,800.00	
	$34,000.00	

HB1466 State General Funds

a.	Total Encumbrance Amount (Only HB1466 funds are encumbered)	$693,494.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00

MMO State Funds

a.	Total Encumbrance Amount (Only MMOF funds are encumbered)	$513,841.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS **$ 1,798,335.00**

Note: Only $1,284,494.00 in Design and Construction funds are available. Additional funds will become available after the execution of an Option Letter (Exhibit B) or a formal Amendment.

TAP Funds				
WBS Element 22971.10.30	Performance Period Start*/End Date 11/16/2020 – 12/31/2025	Design	3020	$157,746.00
WBS Element 22971.20.10	Performance Period Start*/End Date 01/28/2025 – 12/31/2025	Const.	3301	$433,254.00
HB1466 State General Funds				
WBS Element 22971.20.10	Performance Period Start**/End Date 09/26/2024 – 12/31/2026	Const.	3301	$693,494.00
MMO State Funds				
WBS Element 22971.10.30	Performance Period Start**/End Date N/A-N/A – N/A-N/A	Design	3020	$0.00
WBS Element 22971.20.10	Performance Period Start**/End Date N/A-N/A – N/A-N/A	Const.	3301	$0.00

*The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed these three (3) milestones are achieved will not be reimbursable.

**The Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal & State funds for this Work is 93.18% federal & State funds to 6.82% Local Agency funds, and this ratio applies only to the $1,832,335.00 that is eligible for federal & State funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $1,832,335.00, and additional federal & State funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $1,832,335.00, then the amounts of Local Agency and federal & State funds will be decreased in accordance with the funding ratio described in **A1**. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $1,680,135.00 (federal and State funds $1,707,335.00 minus federal share of ROW of $27,200.00). For CDOT accounting purposes, the federal funds of $472,800.00 (federal funds of $500,000.00 minus federal share of ROW of $27,200.00), State funds of $1,207,335.00, and the Local Agency funds of $118,200.00 (Local Agency funds of $125,000.00 minus Local Agency share of ROW of $6,800.00) will be encumbered for a total encumbrance of $1,798,335.00. The total budget of this project is $1,832,335.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20

through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. **Expenditure less than $750,000**
If the Local Agency expends less than $750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. **Expenditure of $750,000 or more-Highway Funds Only**
If the Local Agency expends $750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the “financial” procedures and processes for this program area.

iii. **Expenditure of $750,000 or more-Multiple Funding Sources**
If the Local Agency expends $750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. **Independent CPA**
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

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

EVALUATION TABULATION

IFB No. 25-001R (PL2003); CDOT TAP M086-082 (22971)

Concrete and Signal Improvements - Northern Avenue Trail Phase 3 Rebid

RESPONSE DEADLINE: July 9, 2025 at 11:00 am

Report Generated: Wednesday, July 9, 2025

VENDOR TOTALS

Vendor	Base Bid	Bid Alternate 1	Bid Alternate 2	Total
Morton Electric, Inc.	$1,234,404.01	$50,974.00	$151,435.00	$1,436,813.01
Finsterwald Services	$1,356,395.51	$50,175.48	$91,399.00	$1,497,969.99
JARCCO Construction LLC	$1,395,937.56	$45,391.00	$75,505.00	$1,516,833.56

BASE BID

Base Bid					Finsterwald Services			JARCCO Construction LLC			Morton Electric, 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
X	1	CLEAR AND GRUB	1	LS	$5,000.00	$5,000.00	201-00000	$12,989.00	$12,989.00	201-00000	$22,000.00	$22,000.00	201-00000
X	2	REMOVAL OF BOLLARD	11	EA	$100.00	$1,100.00	202-00039	$974.00	$10,714.00	202-00039	$330.00	$3,630.00	202-00039
X	3	REMOVAL OF CONCRETE MEDIAN MATERIAL	8	SY	$45.95	$367.60	202-00190	$84.00	$672.00	202-00190	$49.50	$396.00	202-00190
X	4	REMOVAL OF SIDEWALK	1232	SY	$49.14	$60,540.48	202-00200	$35.00	$43,120.00	202-00200	$37.40	$46,076.80	202-00200
X	5	REMOVAL OF CURB	85	LF	$5.21	$442.85	202-00201	$13.00	$1,105.00	202-00201	$14.30	$1,215.50	202-00201
X	6	REMOVAL OF CURB AND GUTTER	789	LF	$10.65	$8,402.85	202-00203	$14.00	$11,046.00	202-00203	$16.50	$13,018.50	202-00203
X	7	REMOVAL OF CONCRETE PAVEMENT	448	SY	$49.50	$22,176.00	202-00210	$47.00	$21,056.00	202-00210	$37.40	$16,755.20	202-00210
X	8	REMOVAL OF ASPHALT MAT	1913	SY	$30.60	$58,537.80	202-00220	$35.00	$66,955.00	202-00220	$37.40	$71,546.20	202-00220
X	9	REMOVAL OF PAVEMENT MARKING	433	SF	$15.00	$6,495.00	202-00250	$10.00	$4,330.00	202-00250	$8.25	$3,572.25	202-00250
X	10	REMOVAL OF SIGN (SPECIAL)	1	EA	$1,000.00	$1,000.00	202-00815	$455.00	$455.00	202-00815	$110.00	$110.00	202-00815

Base Bid					Finsterwald Services			JARCCO Construction LLC			Morton Electric, 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
X	11	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	1	LS	$50,000.00	$50,000.00	202-00828	$12,989.00	$12,989.00	202-00828	$11,400.00	$11,400.00	202-00828
X	12	UNCLASSIFIED EXCAVATION	114	CY	$324.00	$36,936.00	203-00000	$126.00	$14,364.00	203-00000	$38.50	$4,389.00	203-00000
X	13	TOPSOIL	66	CY	$85.00	$5,610.00	207-00205	$97.00	$6,402.00	207-00205	$150.00	$9,900.00	207-00205
X	14	EROSION LOG TYPE 2 (8 INCH)	419	LF	$9.85	$4,127.15	208-00007	$8.00	$3,352.00	208-00007	$4.73	$1,981.87	208-00007
X	15	SILT FENCE	349	LF	$4.25	$1,483.25	208-00020	$8.00	$2,792.00	208-00020	$3.47	$1,211.03	208-00020
X	16	AGGREGATE BAG	260	LF	$20.00	$5,200.00	208-00035	$13.00	$3,380.00	208-00035	$5.28	$1,372.80	208-00035
X	17	CONCRETE WASHOUT STRUCTURE	1	EA	$5,000.00	$5,000.00	208-00045	$1,299.00	$1,299.00	208-00045	$7,900.00	$7,900.00	208-00045
X	18	STORM DRAIN INLET PROTECTION (TYPE I)	134	LF	$34.75	$4,656.50	208-00051	$13.00	$1,742.00	208-00051	$6.39	$856.26	208-00051
X	19	EROSION CONTROL MANAGEMENT	1	LS	$10,000.00	$10,000.00	208-00200	$7,144.00	$7,144.00	208-00200	$5,500.00	$5,500.00	208-00200
X	20	RESET STRUCTURE (BENCH)	1	EA	$400.00	$400.00	210-00001	$1,559.00	$1,559.00	210-00001	$1,300.00	$1,300.00	210-00001
X	21	RESET STRUCTURE (BOULDER)	9	EA	$250.00	$2,250.00	210-00001	$455.00	$4,095.00	210-00001	$520.00	$4,680.00	210-00001

Base Bid					Finsterwald Services			JARCCO Construction LLC			Morton Electric, 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
X	22	RESET IRRIGATION SYSTEM	1	EA	$15,000.00	$15,000.00	210-00038	$57,153.00	$57,153.00	210-00038	$9,620.00	$9,620.00	210-00038
X	23	RESET GROUND SIGN	4	EA	$275.00	$1,100.00	210-00810	$260.00	$1,040.00	210-00810	$260.00	$1,040.00	210-00810
X	24	RESET SIGN PANEL	5	EA	$185.00	$925.00	210-00815	$195.00	$975.00	210-00815	$180.00	$900.00	210-00815
X	25	ADJUST PULL BOX	4	EA	$2,200.00	$8,800.00	210-00827	$714.00	$2,856.00	210-00827	$600.00	$2,400.00	210-00827
X	26	RESET TRAFFIC SIGNAL VEHICLE DETECTOR	1	EA	$7,500.00	$7,500.00	210-00882	$2,013.00	$2,013.00	210-00882	$3,700.00	$3,700.00	210-00882
X	27	ADJUST MANHOLE	2	EA	$555.50	$1,111.00	210-04010	$1,818.00	$3,636.00	210-04010	$1,800.00	$3,600.00	210-04010
X	28	SEEDING (NATIVE)	0.52	AC	$8,000.00	$4,160.00	212-00006	$4,936.00	$2,566.72	212-00006	$4,019.23	$2,089.9996	212-00006
X	29	SOIL CONDITIONING	0.52	AC	$3,500.00	$1,820.00	212-00032	$4,676.00	$2,431.52	212-00032	$1,142.31	$594.0012	212-00032
X	30	MULCHNG (WEED FREE STRAW)	0.52	AC	$3,500.00	$1,820.00	213-00004	$5,066.00	$2,634.32	213-00004	$1,057.69	$549.9988	213-00004
X	31	RIVER ROCK (3/4 INCH)	1630	SF	$3.50	$5,705.00	213-00067	$3.00	$4,890.00	213-00067	$12.18	$19,853.40	213-00067
X	32	DECIDUOUS TREE (2 INCH CALIPER)	8	EA	$700.00	$5,600.00	214-00220	$1,208.00	$9,664.00	214-00220	$1,407.50	$11,260.00	214-00220
X	33	DECIDUOUS TREE (3 INCH CALIPER)	14	EA	$950.00	$13,300.00	214-00330	$1,429.00	$20,006.00	214-00330	$1,472.86	$20,620.04	214-00330

Base Bid					Finsterwald Services			JARCCO Construction LLC			Morton Electric, 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
X	34	EVERGREEN TREE (6 FOOT (BALL AND BURLAP)	3	EA	$700.00	$2,100.00	214-00506	$1,364.00	$4,092.00	214-00506	$1,560.00	$4,680.00	214-00506
X	35	AGGREGATE BASE COURSE (CLASS 6)	22	CY	$90.85	$1,998.70	304-06007	$207.00	$4,554.00	304-06007	$110.00	$2,420.00	304-06007
X	36	HOT MIX ASPHALT (PATCHING)	117	SY	$99.01	$11,584.17	403-00721	$240.00	$28,080.00	403-00721	$216.24	$25,300.08	403-00721
X	37	CONCRETE PAVEMENT (6-INCH)(DRIVEWAY)	31	SY	$102.63	$3,181.53	412-00600	$105.00	$3,255.00	412-00600	$95.70	$2,966.70	412-00600
X	38	CONCRETE PAVEMENT (7-INCH)(DRIVEWAY)	565	SY	$124.47	$70,325.55	412-00700	$117.00	$66,105.00	412-00700	$137.50	$77,687.50	412-00700
X	39	DRILLED SHAFT (36 INCH)	38	LF	$1,000.00	$38,000.00	503-00036	$1,039.00	$39,482.00	503-00036	$452.63	$17,199.94	503-00036
X	40	CONCRETE SIDEWALK (4-INCH)	1444	SY	$77.67	$112,155.48	608-00000	$77.00	$111,188.00	608-00000	$69.30	$100,069.20	608-00000
X	41	CONCRETE SIDEWALK (6-INCH)	350	SY	$95.67	$33,484.50	608-00001	$88.00	$30,800.00	608-00001	$95.70	$33,495.00	608-00001
X	42	CONCRETE CURB RAMP	212	SY	$186.00	$39,432.00	608-00010	$152.00	$32,224.00	608-00010	$121.00	$25,652.00	608-00010
X	43	DETECTABLE WARNING	273	SF	$110.56	$30,182.88	608-00015	$78.00	$21,294.00	608-00015	$82.50	$22,522.50	608-00015
X	44	CONCRETE SIDEWALK (COLORED)(4-INCH)	42	SY	$157.50	$6,615.00	608-00350	$140.00	$5,880.00	608-00350	$74.80	$3,141.60	608-00350

Base Bid					Finsterwald Services			JARCCO Construction LLC			Morton Electric, 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
X	45	CONCRETE SIDEWALK (COLORED)(7-INCH)(REINFORCED)	72	SY	$159.25	$11,466.00	608-00351	$175.00	$12,600.00	608-00351	$137.50	$9,900.00	608-00351
X	46	CURB AND GUTTER (CITY OF PUEBLO STANDARD CURB AND GUTTER)	786	LF	$52.12	$40,966.32	609-20010	$45.00	$35,370.00	609-20010	$36.30	$28,531.80	609-20010
X	47	CURB AND GUTTER (CITY OF PUEBLO TYPE II CURB AND GUTTER)	15	LF	$97.16	$1,457.40	609-20010	$48.00	$720.00	609-20010	$28.60	$429.00	609-20010
X	48	COLORED CONCRETE MEDIAN (STAMPED)	1174	SF	$18.75	$22,012.50	610-00035	$140.00	$164,360.00	610-00035	$24.20	$28,410.80	610-00035
X	49	2 INCH ELECTRICAL CONDUIT (BORED)	130	LF	$105.00	$13,650.00	613-00206	$47.00	$6,110.00	613-00206	$25.95	$3,373.50	613-00206
X	50	3 INCH ELECTRICAL CONDUIT (BORED)	260	LF	$124.50	$32,370.00	613-00306	$55.00	$14,300.00	613-00306	$26.44	$6,874.40	613-00306
X	51	2 INCH ELECTRICAL CONDUIT (PLASTIC)	106	LF	$44.50	$4,717.00	613-01200	$42.00	$4,452.00	613-01200	$25.26	$2,677.56	613-01200
X	52	3 INCH ELECTRICAL CONDUIT (PLASTIC)	90	LF	$49.50	$4,455.00	613-01300	$45.00	$4,050.00	613-01300	$26.60	$2,394.00	613-01300
X	53	PULL BOX (24"X36"X18")	3	EA	$3,000.00	$9,000.00	613-07034	$4,286.00	$12,858.00	613-07034	$2,423.50	$7,270.50	613-07034
X	54	WIRING	1	LS	$40,000.00	$40,000.00	613-10000	$31,817.00	$31,817.00	613-10000	$26,334.64	$26,334.64	613-10000

Base Bid					Finsterwald Services			JARCCO Construction LLC			Morton Electric, 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
X	55	LUMINAIRE (LED) (SPECIAL)	2	EA	$3,500.00	$7,000.00	613-13000	$1,721.00	$3,442.00	613-13000	$1,358.00	$2,716.00	613-13000
X	56	SIGN PANEL (CLASS I) (INSTALL ONLY)	23	EA	$125.00	$2,875.00	614-00026	$370.00	$8,510.00	614-00026	$133.04	$3,059.92	614-00026
X	57	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	14	EA	$1,500.00	$21,000.00	614-70150	$1,104.00	$15,456.00	614-70150	$668.70	$9,361.80	614-70150
X	58	TRAFFIC SIGNAL FACE (12-12-12)	6	EA	$6,000.00	$36,000.00	614-70336	$1,565.00	$9,390.00	614-70336	$943.20	$5,659.20	614-70336
X	59	TRAFFIC SIGNAL FACE (12-12-12-12)	6	EA	$6,500.00	$39,000.00	614-70448	$2,091.00	$12,546.00	614-70448	$1,165.24	$6,991.44	614-70448
X	60	TRAFFIC SIGNAL CONTROLER CABINET	1	EA	$15,000.00	$15,000.00	614-72855	$63,972.00	$63,972.00	614-72855	$36,240.00	$36,240.00	614-72855
X	61	PEDESTRIAN PUSH BUTTON	16	EA	$1,000.00	$16,000.00	614-72860	$779.00	$12,464.00	614-72860	$512.54	$8,200.64	614-72860
X	62	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	3	EA	$3,400.00	$10,200.00	614-72863	$4,416.00	$13,248.00	614-72863	$1,596.56	$4,789.68	614-72863
X	63	PEDESTRIAN COUNTER PEDESTAL	1	EA	$14,000.00	$14,000.00	614-72868	$24,355.00	$24,355.00	614-72868	$14,723.60	$14,723.60	614-72868
X	64	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-35 FOOT MAST ARM)	1	EA	$18,000.00	$18,000.00	614-81135	$32,700.00	$32,700.00	614-81135	$21,598.86	$21,598.86	614-81135

Base Bid					Finsterwald Services			JARCCO Construction LLC			Morton Electric, 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
X	65	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-40 FOOT MAST ARM)	1	EA	$20,000.00	$20,000.00	614-81140	$30,947.00	$30,947.00	614-81140	$23,148.00	$23,148.00	614-81140
X	66	TRAFFIC SIGNAL PEDESTAL POLE STEEL	1	EA	$5,000.00	$5,000.00	614-84000	$7,729.00	$7,729.00	614-84000	$2,460.50	$2,460.50	614-84000
X	67	CONSTRUCTION SURVEYING	1	LS	$30,000.00	$30,000.00	625-00000	$25,329.00	$25,329.00	625-00000	$32,296.00	$32,296.00	625-00000
X	68	MOBILIZATION	1	LS	$125,000.00	$125,000.00	626-00000	$48,060.00	$48,060.00	626-00000	$150,000.00	$150,000.00	626-00000
X	69	THERMOPLASTIC MARKING	1264	SF	$25.00	$31,600.00	627-00002	$29.00	$36,656.00	627-00002	$24.20	$30,588.80	627-00002
X	70	TRAFFIC CONTROL (SPECIAL)	1	LS	$75,000.00	$75,000.00	630-00016	$63,647.00	$63,647.00	630-00016	$143,000.00	$143,000.00	630-00016
X	71	ON-THE-JOB TRAINEE	1	LS	$5,000.00	$5,000.00	700-70023	$12,470.00	$12,470.00	700-70023	$3,200.00	$3,200.00	700-70023
Total						$1,356,395.51			$1,395,937.56			$1,234,404.0096	

BID ALTERNATE 1

Bid Alternate 1					Finsterwald Services			JARCCO Construction LLC			Morton Electric, 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
X	72	CLEAR AND GRUB	1	LS	$5,000.00	$5,000.00	201-00000	$6,000.00	$6,000.00	201-00000	$825.00	$825.00	201-00000
X	73	REMOVAL OF SIDEWALK	47	SY	$49.14	$2,309.58	202-00200	$45.00	$2,115.00	202-00200	$38.00	$1,786.00	202-00200
X	74	REMOVAL OF CURB AND GUTTER	46	LF	$10.65	$489.90	202-00203	$17.00	$782.00	202-00203	$17.00	$782.00	202-00203
X	75	REMOVAL OF CONCRETE PAVEMENT (DRIVEWAY)	96	SY	$49.50	$4,752.00	202-00210	$40.00	$3,840.00	202-00210	$38.00	$3,648.00	202-00210
X	76	REMOVAL OF ASPHALT MAT	10	SY	$30.60	$306.00	202-00220	$55.00	$550.00	202-00220	$38.00	$380.00	202-00220
X	77	AGGREGATE BAG	30	LF	$20.00	$600.00	208-00035	$15.00	$450.00	208-00035	$6.00	$180.00	208-00035
X	78	STORM DRAIN INLET PROTECTION (TYPE I)	11	LF	$31.75	$349.25	208-00051	$15.00	$165.00	208-00051	$7.00	$77.00	208-00051
X	79	HOT MIX ASPHALT (PATCHING)	10	SY	$99.01	$990.10	403-00721	$180.00	$1,800.00	403-00721	$275.00	$2,750.00	403-00721
X	80	CONCRETE PAVEMENT (6-INCH)(DRIVEWAY)	29	SY	$102.63	$2,976.27	412-00600	$110.00	$3,190.00	412-00600	$96.00	$2,784.00	412-00600
X	81	CONCRETE SIDEWALK (4-INCH)	58	SY	$77.67	$4,504.86	608-00000	$85.00	$4,930.00	608-00000	$70.00	$4,060.00	608-00000

Bid Alternate 1					Finsterwald Services			JARCCO Construction LLC			Morton Electric, 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
X	82	CURB AND GUTTER (CITY OF PUEBLO STANDARD CURB AND GUTTER)	46	LF	$52.12	$2,397.52	609-20010	$45.00	$2,070.00	609-20010	$37.00	$1,702.00	609-20010
X	83	CONSTRUCTION SURVEYING	1	LS	$8,000.00	$8,000.00	625-00000	$8,499.00	$8,499.00	625-00000	$3,500.00	$3,500.00	625-00000
X	84	MOBILIZATION	1	LS	$7,500.00	$7,500.00	626-00000	$6,500.00	$6,500.00	626-00000	$14,500.00	$14,500.00	626-00000
X	85	TRAFFIC CONTROL (SPECIAL)	1	LS	$10,000.00	$10,000.00	630-00016	$4,500.00	$4,500.00	630-00016	$14,000.00	$14,000.00	630-00016
Total						$50,175.48			$45,391.00			$50,974.00	

BID ALTERNATE 2

Bid Alternate 2					Finsterwald Services			JARCCO Construction LLC			Morton Electric, 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
X	86	REMOVAL OF CONCRETE MEDIAN MATERIAL	279	SY	$49.95	$13,936.05	202-00190	$40.00	$11,160.00	202-00190	$55.00	$15,345.00	202-00190
X	87	ADJUST MANHOLE	1	EA	$555.50	$555.50	210-04010	$1,500.00	$1,500.00	210-04010	$2,500.00	$2,500.00	210-04010
X	88	AGGREGATE BASE COURSE (CLASS 6)	47	CY	$90.85	$4,269.95	304-06007	$205.00	$9,635.00	304-06007	$110.00	$5,170.00	304-06007
X	89	COLORED CONCRETE MEDIAN (STAMPED)	2514	SF	$18.75	$47,137.50	610-00035	$15.00	$37,710.00	610-00035	$30.00	$75,420.00	610-00035
X	90	CONSTRUCTION SURVEYING	1	LS	$8,000.00	$8,000.00	625-00000	$5,000.00	$5,000.00	625-00000	$5,500.00	$5,500.00	625-00000
X	91	MOBILIZATION	1	LS	$7,500.00	$7,500.00	626-00000	$5,000.00	$5,000.00	626-00000	$24,000.00	$24,000.00	626-00000
X	92	TRAFFIC CONTROL (SPECIAL)	1	LS	$10,000.00	$10,000.00	630-00016	$5,500.00	$5,500.00	630-00016	$23,500.00	$23,500.00	630-00016
Total						$91,399.00			$75,505.00			$151,435.00	

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Finsterwald Services	JARCCO Construction LLC	Morton Electric, Inc.
BID GUARANTEE	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
SAM.gov REGISTRATION	Pass	Pass	Pass
ACKNOWLEDGEMENTS			
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass
REQUIRED WORK BY GENERAL CONTRACTOR:	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
ACKNOWLEDGEMENT OF PREVAILING WAGES & ADDITIONAL WAGE CLASSIFICATION RESPONSIBILITY	Pass	Pass	Pass
CERTIFICATION OF NONSEGREGATED FACILITIES	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
CERTIFICATIONS			
CERTIFICATION STATEMENT	Pass	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response
CDOT Forms			
Anti-Collusion Affidavit (CDOT Form 606)	Pass	Pass	Pass
Anticipated DBE Participation Plan (CDOT Form 1414)	Pass	Pass	Pass
CDOT FORMS REQUIRED FROM APPARENT LOWEST/MOST RESPONSIVE BIDDER	Pass	Pass	Pass

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City Clerk's Office Item # S4

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 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 TRANSFERRING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $400,000 FROM CI2415, STREET REHABILITATION TO PL2202, LAKE & ORMAN ROUNDABOUT PROJECT

SUMMARY:

Attached is an Ordinance transferring funds in the amount of $400,000.00 from account Project CI2415 to PL2202 - Lake & Orman Roundabout Prj.

PREVIOUS COUNCIL ACTION:

Ordinance 10368, approved on January 25, 2023, created Project No. PL2202 Lake Avenue and Orman Avenue Roundabout Project, approved an IGA with CDOT, transferred funds $150,000.00 for the required 10% match and budgeted and appropriated $1,500,000.00 for the project.

Resolution 15474, dated February 12, 2024, approved an agreement for professional engineering services between the City of Pueblo and Dibble & Associates Consulting Engineers, Inc., in the amount of $179,386.00 for Project No. 23-076, Lake and Orman Roundabout

BACKGROUND:

The City was awarded a Highway Safety Improvement Program grant for improvements at the intersection of Lake Avenue and Orman Avenue in 2022. Despite the fact this is a signalized intersection, 77% of the crashes were broadsides (front to side). Because of the high percentage of broadsides at this intersection, it is a good candidate for a roundabout. The Federal Highway Administration has identified the roundabout construction as one of the most significant accident countermeasure concepts and current speed studies of existing Pueblo roundabouts have shown average speeds in the low 20 miles per hour (MPH) range.

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During the final stages of design the engineers opinion of probable cost showed a shortfall of approximately $400,000.00. The funds from the Street Rehabilitation will be used to cover this shortfall and be used for the construction of the improvements at this intersection.

FINANCIAL IMPLICATIONS:

The funds in the amount of $400,000.00 are being transferred from Project CI2415 to PL2202, Lake & Orman Roundabout Prj, and budgeted and appropriated to PL2202.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from CI2415.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: CE3CFEFE-9BE0-4ADA-95E8-93EACC9592E4

ORDINANCE NO. 11052

AN ORDINANCE TRANSFERRING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $400,000 FROM CI2415, STREET REHABILITATION TO PL2202, LAKE & ORMAN ROUNDABOUT PROJECT

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

SECTION 1.

Funds in the amount of $400,000.00 are hereby transferred, budgeted and appropriated from CI2415, Street Rehabilitation to PL2202, Lake & Orman Roundabout Project.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective 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 September 22, 2025.

Final adoption of Ordinance by City Council on October 14, 2025.

DocuSigned by:
Mark Aliff
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President of City Council

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Action by the Mayor:

☐ Approved on 10/17/2025 | 11:00 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
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City Clerk

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING SECTION ONE OF CHAPTER TWO OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO DEFINITIONS AND SECTION TWENTY-NINE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO SPECIAL AREA PLANS

SUMMARY:

Attached for consideration is a text amendment that will update section 1 of Chapter 2 of Title XVII of the Pueblo Municipal Code relating to definitions and section 29 of chapter 4 of Title XVII of the Pueblo Municipal Code relating to special area plans.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The proposed text amendment is intended to accomplish two distinct actions. The first action of this text amendment is to remove reference to how many unrelated persons can live together in a single dwelling unit by amending the definition of “family” within Section 17-2-1 of zoning code. This text amendment will defer to the International Building Code safety standards to determine how many persons can safely live together regardless of the familial relationships between those living in a household. The City has not enforced the existing code restriction of no more than three unrelated persons living together since the passing of House Bill 24-1007, which prohibits local governments from limiting residential occupancy based on the familial relationships of those living together. The second action of the proposed amendment is to remove mention of a seventy-five-dollar review fee for Special Area Plans in Section 17-4-29 of the PMC and instead allow the review fee amount to be set by resolution. Since the fee amount is codified, the seventy-five-dollar fee has not been raised since it was initially established in the 1950s, so it has not been increased gradually over time with inflation like other City fees. By striking the text that references a specific amount, the Planning Department can establish

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the Special Area Plan review fee by resolution in an amount comparable to other application types that require similar amount of staff labor to review.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 13, 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 by publication of the proposed amendment fifteen (15) days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, Title XVII of the Pueblo Municipal Code will not be amended to reflect current City Engineering and traffic standards.

RECOMMENDATION:

Approve the proposed Ordinance.

ATTACHMENTS:

1. TA-25-03 Attachments

Docusign Envelope ID: D1DCBC29-AC8F-4861-AF41-5352A1E12FA3

ORDINANCE NO. 11053

AN ORDINANCE AMENDING SECTION ONE OF CHAPTER TWO OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO DEFINITIONS AND SECTION TWENTY-NINE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO SPECIAL AREA PLANS

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

(brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 17-2-1 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-2-1. Definitions.

For the purpose of this Title, certain terms or words used herein shall be interpreted as follows:
. . .
(21) Family means one (1) or more persons who may or may not have familial relationships living together in numbers allowed by both the International Building Code and International Fire Code or equivalent as adopted and amended by the City as a separate, independent housekeeping unit. [, all related by blood, adoption or marriage, or in the alternative, a group of not more than three (3) unrelated persons living together as a separate, independent housekeeping unit. Domestic servants employed on the premises may be housed on the premises without being counted as part of a family.]
. . .

SECTION 2.

Section 17-4-29 of the Pueblo Municipal Code is hereby amended to read as follows:

(15) The applicant seeking review of a Special Area Plan by the Planning and Zoning Commission shall deposit with the Finance Department a nonrefundable application fee as adopted by resolution. [of seventy-five dollars ($75.00) before any action is taken. Upon payment of an additional nonrefundable fee of seventy-five dollars ($75.00), the City Council shall consider the Special Area Plan application at a public hearing.]

SECTION 3.

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

Docusign Envelope ID: D1DCBC29-AC8F-4861-AF41-5352A1E12FA3

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 22, 2025.

Final adoption of Ordinance by City Council on October 14, 2025.

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 10/20/2025 | 10:19 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, August 13, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 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: Laura Portis, Assistant City Attorney, Beritt Odom, Director of Planning and Community Development; Wade Broadhead, Senior Planner, Mikaylin Hackly, Planner, Hannah Prinzi Planner, and Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to continue A-25-01 to the September 10, 2025, meeting and approve the agenda as amended, seconded by Boston.

Motion Passed: 7-0

Public Hearing:

2. TA-25-03 Text Amendment: An Ordinance amending sections of the Pueblo Municipal Code Sections 17-2-1 & 17-4-29 relating to occupancy limits & Special Area Plan fees respectively.

Hearing: Mikaylin Hackley provide staff report. No one appeared in support or opposition.

Commission Action: Bailey moved to recommend the Text Amendment application be forwarded to City Council for approval, second by Boston.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

city of PUEBLO colorado

Planning & Zoning Commission

TA-25-03

August 13, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Beritt Odom, Interim Director of Planning and Community Development
SUBJECT:	AN ORDINANCE AMENDING SECTION ONE OF CHAPTER TWO OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO DEFINITIONS AND SECTION TWENTY-NINE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO SPECIAL AREA PLANS

BACKGROUND AND ANALYSIS:

The proposed text amendment is intended to accomplish two distinct actions.

The first action of this text amendment is to remove reference to how many unrelated persons can live together in a single dwelling unit by amending the definition of "family" within Section 17-2-1 of zoning code. This text amendment will codify the City's current approach to residential occupancy limits by deferring to International Building Code safety standards to determine how many persons can safely live together regardless of the familial relationships between those living in a household. As described by Colorado's Department of Local Affairs, the purpose of this change is to make it easier to share existing homes between occupants—regardless of familial relationships—while still complying with occupancy limits based on health and safety standards. The City has not enforced the existing code restriction of no more than three unrelated persons living together since the passing of House Bill 24-1007, which prohibits local governments from limiting residential occupancy based on the familial relationships of those living together. Thus, this text amendment would be codifying current City policy.

The second action of the proposed amendment is to remove mention of a seventy-five-dollar review fee for Special Area Plans in Section 17-4-29 of the PMC and instead allow the review fee amount to be set by resolution. Since the fee amount is codified, the seventy-five-dollar fee has not been raised since it was initially established in the 1950s, so it has not been increased gradually over time with inflation like other City fees. By striking the text that references a specific amount, the Planning Department can establish the Special Area Plan review fee by resolution in an amount comparable to other application types that require similar amount of staff labor to review. Also, no other Planning and Zoning Commission application types have codified application fee amounts, so this amendment would also bring Special Area Plans into accordance with how all other Planning and Zoning Commission application fees are set.

RECOMMENDED ACTION:

If the Planning and Zoning Commission finds the proposed Text Amendment is appropriate, staff recommends a recommendation of APPROVAL to be forwarded to City Council.

ATTACHMENTS: A. Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION ONE OF CHAPTER TWO OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO DEFINITIONS AND SECTION TWENTY-NINE OF CHAPTER FOUR OF TITLE XVII RELATING TO SPECIAL AREA PLANS

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

(brackets indicate matter being deleted, underscoring indicating matter being added)

SECTION 1.

Section 17-2-1 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-2-1. Definitions.

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. . .

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. . .

SECTION 2.

Section 17-4-29 of the Pueblo Municipal Code is hereby amended to read as follows:

(15) The applicant seeking review of a Special Area Plan by the Planning and Zoning Commission shall deposit with the Finance Department a nonrefundable application fee as adopted by resolution. [of seventy-five dollars ($75.00) before any action is taken. Upon payment of an additional nonrefundable fee of seventy-five dollars ($75.00), the City Council shall consider the Special Area Plan application at a public hearing.]

. . .

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.
☐ Disapproved on _____ based on the following objections:

_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO

Published Tuesday, July 29, 2025

NOTICE OF PUBLIC HEARING

Take notice that at **3:30 P.M., on the 13th of August, 2025**, in the City Council Chambers, 1 City Hall Place, the Planning and Zoning Commission of Pueblo will hold a hearing for the following:

TA-25-02: An Ordinance amending sections of the Pueblo Municipal Code Section 17-4-23 relating to architectural compatibility of accessory structures.

TA-25-03: An Ordinance amending sections of the Pueblo Municipal Code Sections 17-2-1 & 17-4-29 relating to occupancy limits & Special Area Plan fees respectively.

A draft of the proposed text amendments will be posted on www.pueblo.us/PandZ under "Most Recent Agenda" and be on file in the office of Planning and Community Development for viewing and printing, typically by the Friday prior to the meeting.

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed amendments. Individuals who require special arrangements to participate are encouraged to contact the Planning Department at least 72 hours in advance.

After the public hearing and recommendation by the Planning and Zoning Commission, the ordinance adopting the proposed Text Amendment will be considered by the City Council at a public hearing. Notice of the public hearing before the City Council will be published in the Pueblo Chieftain at least ten (10) days prior to the hearing. Any interested person may appear and be heard at such public hearing and may call the Department of Planning and Community Development for the time and date of such public hearing.



_____

Beritt Odom
Interim Land Use Administrator
(719) 553-2259

Docusign Envelope ID: D1DCBC29-AC8F-4861-AF41-5352A1E12FA3

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, ESTABLISHING PROJECT NUMBER PS2511, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2511, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND RATIFYING THEIR SIGNATURE THERETO

SUMMARY:

This Ordinance approves a grant agreement with the Department of Public Safety, Division of Criminal Justice beginning July 1, 2025, and ending March 21, 2026, and approves and accepts an initial grant award of $200,000 into Project PS2511.

PREVIOUS COUNCIL ACTION:

City Council has previously approved ordinances accepting Department of Public Safety funds for CRS 24-33.5-529 State's Mission for Assistance in Recruiting and Training (SMART) Grant Program. This grant would fall under SMART with funds distributed for a new childcare reimbursement program.

BACKGROUND:

The Pueblo Police Department has 189 POST-certified officers out of it's authorized strength of 231. Forty-plus positions have been vacant for 16 months or more. The positions are budgeted, but incentives to fill and keep them are inadequate. Childcare affordability directly impacts the attraction and retention of a dedicated and quality employee base and has a considerable impact on the ability of working parents to establish and build their careers. This award will support families and the workforce to subsidize families' costs for childcare so that they have the ability to work.

Childcare costs must be considered when addressing recruitment and retention of a quality workforce, whereas nationwide:

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• Turnover costs from working parents dropping out of the workforce can exceed 213% of their annual salary (https://www.forbes.com/sites/break-thefuture/ 2017/11/30/lack-of-childcare-leaves-money-on-thetable/?sh=5d3898da3e79).

FINANCIAL IMPLICATIONS:

This grant will require monitoring, auditing, and submission of financial documents which will impact the City of Pueblo with staffing costs. The City of Pueblo is responsible for administering the drawdown of the grant. The City will submit quarterly reports to the Department of Public Safety documenting expenditures.

Childcare affordability directly impacts the attraction and retention of a dedicated and quality employee base and has a considerable impact on the ability of working parents to establish and build their careers. This award will support families and the workforce to subsidize families' costs for childcare so that they have the ability to work.

Childcare is a major issue as parents face high costs, long wait lists, and limited options in an overburdened system. In a report by the National Conference of State Legislatures, employers cite childcare issues as causing more problems than any other family-related issue in the workplace, with increases in absenteeism and tardiness reported in 9 out of 10 companies; 80% of the companies surveyed said that workdays were cut short because of childcare problems.

Matching funds from the City of Pueblo are not required for this grant.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

The Pueblo Police Department will work with the Department of Public Safety, Division of Criminal Justice to help make decisions related to childcare and a written directive regarding the criteria for reimbursement.

ALTERNATIVES:

Decline this grant offer from the Department of Public Safety, Division of Criminal Justice.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2024-SP-25-36_SMART_Policing (1)

Docusign Envelope ID: D1DCBC29-AC8F-4861-AF41-5352A1E12FA3

ORDINANCE NO. 11054

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, ESTABLISHING PROJECT NUMBER PS2511, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2511, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND RATIFYING THEIR SIGNATURE THERETO

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

WHEREAS, the Department of Public Safety, Division of Criminal Justice has tendered a grant agreement and award (the "Agreement") in the amount of $200,000.00 to subsidize families' costs of childcare for POST-certified employees so they can work; and

WHEREAS, the Department of Public Safety has made additional awards of funds in the past under previous grant agreements for recruitment and retention and the Pueblo Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the Department of Public Safety; and

WHEREAS, acceptance of the Agreement for the purposes for which it has been made is in the best interest of the City of Pueblo and will benefit the health, dedication, and retention of officers, which in turn will provide more officers on the street for the safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The grant agreement between the City of Pueblo, a Municipal Corporation, and the Department of Public Safety, Division of Criminal Justice for the purpose of supporting families and the workforce to subsidize families' costs of childcare while they work, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor was authorized to execute the grant agreement in the name of and on behalf of the City of Pueblo on September 22, 2025; and the City Clerk shall affix the Seal of the City to the grant agreement and attest their prior signature.

SECTION 3.

The Pueblo Police Department is empowered to apply for and accept additional grant awards pursuant to the grant agreement as those funds are made available by the Department of Public Safety.

Docusign Envelope ID: D1DCBC29-AC8F-4861-AF41-5352A1E12FA3

SECTION 4.

Project number PS2511 is hereby established in the Public Safety Grants Fund. All current and future funds accepted under this Ordinance shall be budgeted and appropriated into project number PS2511 by the City Finance Department.

SECTION 5.

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

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 September 22, 2025.

Final adoption of Ordinance by City Council on October 14, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 10/20/2025 | 10:19 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: D1DCBC29-AC8F-4861-AF41-5352A1E12FA3

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

Docusign Envelope ID: A6A2A32B-44F7-4102-A17A-DD62DA08811E

GRANT AWARD LETTER
(Intergovernmental Grant Agreement)
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Public Safety, Division of Criminal Justice	**DCJ Grant Number** 2024-SP-25-36
Grantee City of Pueblo	**Federal Unique Entity Identifier (UEI)** NJK3BNUDRHJ7
Grant Issuance Date (Start Date) The later of April 1, 2025 or the date the State Controller or an authorized delegate signs this Grant Letter	**Grant Expiration Date (End Date)** March 31, 2026
Grant Amount State Fiscal Year 2025: $50,000 State Fiscal Year 2025: $150,000 **Total for all State Fiscal Years: $200,000**	**Grant Authority (State Authority)** The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507. C.R.S. 24-33.5-529. State's Mission for Assistance in Recruiting and Training (SMART) Grant Program

Grant Description
Pueblo Police Department has 189 POST certified offices of its authorized strength of 231. 40+ positions have been vacant for 16+ months. The positions are budgeted, but incentives to fill –and keep – them are inadequate. Childcare affordability directly impacts the attraction and retention of a dedicated and quality employee base and has a considerable impact on the ability of working parents to establish and build their careers. This award will support families and the workforce to subsidize families' cost for childcare so that they can work.

Grant Purpose
To provide grants to law enforcement agencies to increase the number of POST-certified and non-certified law enforcement officers who are representative of the communities they serve and to provide training for those additional law enforcement officers. Grants were awarded through a competitive process.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Grant:

1. Exhibit A1, Sample Option Letter.
2. Exhibit A2, Sample Grant Funding Change Letter
3. Exhibit B, Grant Requirements.
4. Exhibit C, Special Conditions.
5. Exhibit D, Statement of Work.
6. Exhibit E, Budget.

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

1. Exhibit C, Special Conditions.
2. Colorado Special Provisions in §17 of the main body of this Grant
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit B, Grant Requirements.
5. Exhibit D, Statement of Work.
6. Exhibit E, Budget.

Docusign Envelope ID: A6A2A32B-44F7-4102-A17A-DD62DA08811E

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

STATE OF COLORADO
Jared S. Polis, Governor
Department of Public Safety
Stan Hilkey, Executive Director

Signed by:
Matthew M. Lunn, PhD
8C8341EFA6124C4...

By: Matthew M. Lunn, PhD
Director, Division of Criminal Justice

Date: 03/13/2025 | 8:04:09 PM PDT

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Lyndsay Clelland
363D680603F0405...

By: Lyndsay J. Clelland, Grant Coordinator, Division of Criminal Justice

Effective Date: 03/14/2025 | 9:06:49 AM MDT

Docusign Envelope ID: A6A2A32B-44F7-4102-A17A-DD62DA08811E

TABLE OF CONTENTS

1. GRANT....3
2. TERM....3
3. DEFINITIONS....4
4. STATEMENT OF WORK....6
5. PAYMENTS TO GRANTEE....6
6. REPORTING - NOTIFICATION....7
7. GRANTEE RECORDS....7
8. CONFIDENTIAL INFORMATION-STATE RECORDS....8
9. CONFLICTS OF INTEREST....9
10. INSURANCE....9
11. REMEDIES....10
12. DISPUTE RESOLUTION....10
13. NOTICES AND REPRESENTATIVES....10
14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION....10
15. GOVERNMENTAL IMMUNITY....10
16. GENERAL PROVISIONS....10
17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)....13
EXHIBIT A1, SAMPLE OPTION LETTER....1
EXHIBIT A2, GRANT FUNDING CHANGE LETTER....1
EXHIBIT B, GRANT REQUIREMENTS....1
EXHIBIT C, SPECIAL CONDITIONS....1
EXHIBIT D, STATEMENT OF WORK....1
EXHIBIT E, BUDGET....1

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter in accordance with **§16.D**.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant

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Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the total reimbursement payable under this Grant Award Letter that corresponds to the Work satisfactorily completed, as determined by the State, less payments previously made.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in **Exhibit E, Budget**.

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

C. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.

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

E. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

F. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

G. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

H. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

I. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

J. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

K. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

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

M. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

N. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

Docusign Envelope ID: A6A2A32B-44F7-4102-A17A-DD62DA08811E

O. "**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.

P. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

Q. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

R. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

S. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

T. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

U. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

V. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

W. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.

X. **"Subgrantee"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives

Docusign Envelope ID: A6A2A32B-44F7-4102-A17A-DD62DA08811E

benefit from the work. There may be multiple tiers of subgrantees that do not include procurement transactions.

Y. "**Tax Information**" means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.

Z. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

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

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date.

B. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to and receives approval from the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to

Docusign Envelope ID: A6A2A32B-44F7-4102-A17A-DD62DA08811E

the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

C. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold payments of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.C**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award. The State may impose any penalties for noncompliance, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant then Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that subcontractor or subgrantee.

C. Final Audit Report

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

Docusign Envelope ID: A6A2A32B-44F7-4102-A17A-DD62DA08811E

of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subgrantees or Subcontractors will or may receive the following types of data, Grantee or its Subgrantees or Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon

Docusign Envelope ID: A6A2A32B-44F7-4102-A17A-DD62DA08811E

the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

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

E. Safeguarding PII

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents, Subgrantees and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. INSURANCE

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

Docusign Envelope ID: A6A2A32B-44F7-4102-A17A-DD62DA08811E

11. REMEDIES

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

12. DISPUTE RESOLUTION

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

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

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

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq*. C.R.S. No term or condition of this Grant Award Letter 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.

16. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant

Docusign Envelope ID: A6A2A32B-44F7-4102-A17A-DD62DA08811E

Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, shall conform to the policies issued by the Colorado State Controller.

i. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1**, **Sample Option Letter** and **Exhibit A2**, **Sample Grant Funding Change Letter** to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the original grant.

ii. The State may increase or decrease the quantity of goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least **15** days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.

iii. The State may add or delete the goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** as long as the change does not change the overall scope of the approve grant. If the State exercises the option, it will provide written notice to Grantee at least **15** days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.

iv. The State may, at the State's discretion, issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** to reflect changes that do not substantially change the intended purpose of the grant. The provisions of the Option Letter shall become part of and be incorporated into this Grant.

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

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

Docusign Envelope ID: A6A2A32B-44F7-4102-A17A-DD62DA08811E

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

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

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, 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.

K. Accessibility

i. Grantee shall comply with and the Work Product provided under this Grant Award Letter shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

Docusign Envelope ID: A6A2A32B-44F7-4102-A17A-DD62DA08811E

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant Award Letter. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Grant Award Letter. 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 Grant Award Letter shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

Docusign Envelope ID: A6A2A32B-44F7-4102-A17A-DD62DA08811E

G. **PROHIBITED TERMS.**

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

H. **SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Grant Award Letter 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 Grant Award Letter 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 Grant Award Letter, including, without limitation, immediate termination of this Grant Award Letter and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant Award Letter. 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.

Docusign Envelope ID: A6A2A32B-44F7-4102-A17A-DD62DA08811E

EXHIBIT A1, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	**Original Agreement Number** Insert CMS number or Other Agreement Number of the Original Contract
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Agreement Number** Insert CMS number or Other Agreement Number of this Option **Agreement Performance Beginning Date** Month Day, Year **Current Agreement Expiration Date** Month Day, Year

1. **OPTIONS:**
   - A. Option to extend for an Extension Term
   - B. Option to change the quantity of Goods under the Agreement
   - C. Option to change the quantity of Services under the Agreement
   - D. Option to modify Agreement rates
   - E. Option to initiate next phase of the Agreement
2. **REQUIRED PROVISIONS:**
   - A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
   - B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
   - C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
   - D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
   - E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.
3. **OPTION EFFECTIVE DATE:**
   - F. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date:_____

Docusign Envelope ID: A6A2A32B-44F7-4102-A17A-DD62DA08811E

EXHIBIT A2, GRANT FUNDING CHANGE LETTER

State Agency Insert Department's or IHE's Full Legal Name	**Grant Funding Change Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Grant Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Grant Funding Change Letter Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** Month Day, Year **Current Contract Expiration Date** Month Day, Year

1. GRANT FUNDING CHANGE

In accordance with **§Insert Section Number** of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

A. The funding available for State Fiscal Year 20xx is Increased/Decreased by $Amount of Change, because Insert Reason For Change.

B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

2. TERMINOLOGY

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

3. NO ORDER FOR WORK

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO
Jared S. Polis, Governor
INSERT-Name of Agency or IHE
INSERT-Name & Title of Head of Agency or IHE

_____
By: Name & Title of Person Signing for Agency or IHE

Date: _____

In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

Grant Funding Change Letter Effective Date:_____

Docusign Envelope ID: A6A2A32B-44F7-4102-A17A-DD62DA08811E

EXHIBIT B, GRANT REQUIREMENTS

The following terms as used herein shall be construed and interpreted as follows:

1. AUDIT REQUIREMENTS

A. DUE DATE:

I. PROJECT START:

The Grantee must submit the most recent audit or financial review, including the corresponding governance/management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

II. PROJECT DURATION AND END:

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

B. REPORT/AUDIT TYPE:

I. If your entity expended $750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

II. **[*NOT APPLICABLE TO SUBGRANTEES AS DEFINED IN §3.DD. "SUBGRANTEE"]*** If your entity expends less than $750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

1. Grantees that have revenue greater than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.
2. Grantees that have revenue less than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

C. REPORT/AUDIT COSTS:

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

I. does not meet the applicable federal audit or DCJ standards;
II. is not submitted in a timely manner; or,
III. does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

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D. FAILURE TO COMPLY:

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. ADDITIONAL REPORTING REQUIREMENTS

A. In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

3. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.

B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.

C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

4. PROCUREMENT AND CONTRACTS

A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.

B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

5. AWARD CHANGE REQUESTS

A. Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

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EXHIBIT C, SPECIAL CONDITIONS

The following program specific requirements are imposed by the State concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents are incorporated herein.

Intent: The state's mission for assistance in recruiting and training (SMART) Policing Grant Program, referred to in this section as the "SMART Policing Program," to provide grants to law enforcement agencies to increase the number of P.O.S.T. certified and non-certified law enforcement officers who are representative of the communities they serve and to provide training for those additional law enforcement officers.

1. Grants may be awarded to:
    a. Increase the diversity of P.O.S.T certified and non-certified law enforcement professionals and public safety employees to better reflect the community in which they work.
    b. Provide opportunities for P.O.S.T certified and non-certified law enforcement professionals to receive training in equity, diversity and inclusion.
    c. Create partnerships with schools, school districts, colleges, or universities to develop and implement internships or mentorship programs to foster a positive relationship between youth and law enforcement, and to foster early interest in law enforcement careers in youth who are representative of the communities they serve.
    d. Create partnerships with schools, school districts, or youth-service organizations to develop and implement youth programs to foster a positive relationship between youth and law enforcement, and to foster early interest in law enforcement careers in youth who are representative of the communities they serve.
    e. Develop and implement education campaigns for law enforcement recruitment and training for P.O.S.T certified and non-certified law enforcement professionals who are representative of the comminutes they serve; and
    f. Any other strategies demonstrated to recruit and train a high-quality and diverse law enforcement workforce if deemed appropriate by the Division.
2. A law enforcement agency may use the grant money to cover costs associated with eligible law enforcement officers' salaries and benefits, including the provision of, or assistance in the provision of, child care for eligible law enforcement officers; recruitment; and training.
    a. A law enforcement agency shall use the grant money to supplement the costs of recruitment and training. A local government or law enforcement agency may not use the grant money to supplant these costs.
3. A law enforcement agency may not use the grant award to cover the costs of eligible law enforcement officer salaries and benefits if the eligible law enforcement officers would have

Docusign Envelope ID: A6A2A32B-44F7-4102-A17A-DD62DA08811E

been hired by the law enforcement agency even if the division had not awarded the law enforcement agency the grant.

4. Law enforcement agencies who are awarded grants under the SMART Policing Program may be subject to an audit by the state auditor to ensure that the grant money is used for the purposes articulated in this section.
5. Agencies who are awarded a grant under the SMART Policing Program are required to submit quarterly reports outlining expenditures of grant funds and to report on the status of Goals and Outcomes set forth by the grantee in the grant application. Funds shall be withheld if quarterly reports are not submitted in a timely and complete manner.

Additional Program Specific Conditions applicable to this Agreement.

1. Grantee and all Subgrantees or Subgrants shall comply with Colorado law including, SB20-200 (CO Secure Savings Program). https://treasury.colorado.gov/colorado-secure-savings-program

2. Employer supported childcare is considered a fringe benefit. Some fringe benefits are taxable, while others are nontaxable or partially taxable. An employer can establish a Dependent Care Flexible Spending Account (DCFSA). A DCFSA is a unique employee benefit that allows workers to set aside pretax dollars to pay for eligible care expenses for a child, disabled spouse, elderly parent or other individual listed as a dependent who is physically or mentally incapable of self-care. To determine if an employer FSA Program includes Dependent Care check with your agency's Human Resources/Payroll Department. The minimum and maximum amounts allowed to be contributed to a DCFSA are set by the employer, and the maximum set forth by the IRS. For more information an individual should consult their tax advisor.

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EXHIBIT D, STATEMENT OF WORK

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

Docusign Envelope ID: A6A2A32B-44F7-4102-A17A-DD62DA08811E

EXHIBIT E, BUDGET

The Budget contained within the DocuSign Envelope is incorporated herein.

Docusign Envelope ID: A6A2A32B-44F7-4102-A17A-DD62DA08811E

EXHIBIT D, STATEMENT OF WORK

Project Summary

Pueblo Police Department has 189 POST certified offices of its authorized strength of 231. 40+ positions have been vacant for 16+ months. The positions are budgeted, but incentives to fill –and keep – them are inadequate. Childcare affordability directly impacts the attraction and retention of a dedicated and quality employee base and has a considerable impact on the ability of working parents to establish and build their careers. This award will support families and the workforce to subsidize families' cost for childcare so that they can work.

Project Description

Childcare is a major issue as parents face high costs, long waitlists, and limited options in an overburdened system. In a report by the National Conference of State Legislatures, employers cite childcare issues as causing more problems than any other family related issue in the workplace, with increases in absenteeism and tardiness reported in 9 out of 10 companies. 80% of the companies surveyed said that workdays were cut short because of childcare problems.

Pueblo Police Department is no exception to the measurable losses and community impacts of the cost of childcare. It is increasingly harder for working families, especially women, impacting PPD's workforce pipeline and stability. During recruitment activities, and during exit interviews, childcare affordability is a significant barrier for many working families. Childcare is cited as a major component of household expenses, if not the primary household expense, where families spend an average of 18% of their monthly income to support their childcare needs. Childcare access and affordability directly impacts the attraction and retention of a dedicated and quality employee base, and has a considerable impact on the ability of working parents to establish and build their careers. Pueblo Police Department leadership recognizes the impacts of childcare costs is a reason officers do not join PPD – or leave PPD – for opportunities for their family and the family budget. Officers have had to leave work or reduce
their work hours solely due the cost of childcare, and some have opening said that they would likely leave their current job for another that offered desired family benefits.

This award will support the PPD workforce by subsidizing families' cost for childcare so that they can work. Approximately 40 qualified staff may receive up to $5,000 reimbursement for qualified childcare expenses. This benefit will be administered in the exact manner the IRS mandates Flexible Spending Account and Health Saving Account usage with one exception: this benefit will be for qualified childcare costs only and not for disabled spouse, elderly parent or other individual listed as a dependent who is physically or mentally incapable of self-care. Beneficiaries of childcare benefits will be personally responsible for, and should consult with their tax advisors for advice on, any tax obligations resulting from benefits paid on their behalf. Employer supported childcare is considered a fringe benefit. The Payroll Department, in consultation with the Human Resources Department, will determine exact amounts of benefit to be taxed and prepare appropriate documents for same.

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Goals & Outcomes

GOAL 1	
Goal 1:	Improve and support peace officer recruitment and retention
Outcome 1.1	
Outcome:	Assist approximately 40 officers with childcare reimbursement
Measurement:	Number of officers receiving reimbursement and total dollars reimbursed
Timeframe:	4/1/25 through 3/31/26
Outcome 1.2	
Outcome:	Officers, especially female officers, with young children will be retained longer because they have childcare financial assistance
Measurement:	Length of service of officers with young children will increase compared to baseline data before childcare financial assistance was offered. Data will be collected as an aggregate and separated by male and female officers
Timeframe:	3/31/26
Outcome 1.3	
Outcome:	The number of vacant positions will decrease as they are filled with qualified staff, especially ones with young children and those that are planning to start a family soon
Measurement:	Number of filled positions increases
Timeframe:	3/31/26

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Exhibit E – Budget

	Grant Funds	Cash Match	Project Total
Personnel	$200,000	$0	$200,000
Supplies & Operating	$0	$0	$0
Travel	$0	$0	$0
Equipment	$0	$0	$0
Consultants / Contracts	$0	$0	$0
Indirect	$0	$0	$0
Total	**$200,000**	**$0**	**$200,000**

Personnel: Budget & Budget Narrative Details

Position Title	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	OT - Annual Base Salary	OT - Annual Base Salary To Be Paid By Grant Funds	OT - Annual Fringe	OT - Annual Fringe To Be Paid By Grant Funds	Total To Be Paid By Grant Funds (including overtime)
Childcare Fringe Benefit	$0	$0	0%	$200,000	$200,000	100%	$200,000	$0	$0	$0	$0	$0	$200,000
Budget Narrative and Justification:	Childcare reimbursement up to $5,000/ea. for approximately 40 peace officers. This benefit will be administered in the exact manner the IRS mandates for Dependent Care Flexible Spending Accounts (DCFSA). The Payroll Department, in consultation with the Human Resources Department, will determine exact amounts of benefit to be taxed and prepare appropriate documents including creating a policy to ensure funds are only expended on childcare expenses and exclude other allowable activities covered under DCFSAs.												
Personnel Total:	**$0**	**$0**	**0%**	**$200,000**	**$200,000**	**100%**	**$200,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$200,000**

Non-Personnel: Budget & Budget Narrative Details

Budget Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification
SUPPLIES & OPERATING		
N/A	$0	
Supplies & Operating Total	**$0**	
TRAVEL		
N/A	$0	
Travel Total	**$0**	
EQUIPMENT		
N/A	$0	
Equipment Total	**$0**	
CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)		
N/A	$0	
Consultants/Contracts Total	**$0**	
INDIRECT		
N/A	$0	
Indirect Total	**$0**	
Total Non-Personnel	**$0**	

Certificate Of Completion

Envelope Id: A6A2A32B-44F7-4102-A17A-DD62DA08811E
Status: Completed
Subject: 2024-SP-25-36_SMART Policing
Source Envelope:
Document Pages: 25
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
OAJJA Grants
700 Kipling St
Lakewood, CO 80215
cdps_dcj_oajjagrants@state.co.us
IP Address: 76.130.52.254

Record Tracking

Status: Original
3/13/2025 9:31:41 AM
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Location: Docusign

Signer Events	Signature	Timestamp
Matthew M. Lunn, PhD matthew.lunn@state.co.us Security Level: Email, Account Authentication (None)	Signed by: Matthew M. Lunn, PhD 8C8341EFA6124C4... Signature Adoption: Pre-selected Style Using IP Address: 97.122.163.201	Sent: 3/13/2025 9:34:49 AM Viewed: 3/13/2025 9:04:03 PM Signed: 3/13/2025 9:04:09 PM

Electronic Record and Signature Disclosure:
Accepted: 3/13/2025 9:04:03 PM
ID: de966d3f-f90f-41a8-a223-b14d77432ae4

Lyndsay Clelland lyndsay.clelland@state.co.us Contract, Grant and Compliance Coordinator Division of Criminal Justice Security Level: Email, Account Authentication (None)	DocuSigned by: Lyndsay Clelland 363D680603F0405... Signature Adoption: Pre-selected Style Using IP Address: 174.16.156.39	Sent: 3/13/2025 9:04:11 PM Viewed: 3/14/2025 9:06:38 AM Signed: 3/14/2025 9:06:49 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rebecca Ballast rebecca.ballast@state.co.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/14/2025 9:06:54 AM Viewed: 3/14/2025 3:14:31 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
Flint Timmims ftimmins@pueblo.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/14/2025 9:06:54 AM Viewed: 3/14/2025 9:31:48 AM
Antoinette Ramos aramos@pueblo.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/14/2025 9:06:54 AM
Michael Burtis Michael.Burtis@state.co.us Analyst IV DCJ CDPS Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/14/2025 9:06:55 AM
Lyndsay Clelland lyndsay.clelland@state.co.us Contract, Grant and Compliance Coordinator Division of Criminal Justice Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/14/2025 9:06:55 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/13/2025 9:34:49 AM
Certified Delivered	Security Checked	3/14/2025 9:06:38 AM
Signing Complete	Security Checked	3/14/2025 9:06:49 AM
Completed	Security Checked	3/14/2025 9:06:55 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CDPS Contracts and Grants (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CDPS Contracts and Grants:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: sarah.white@state.co.us

To advise CDPS Contracts and Grants of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sarah.white@state.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CDPS Contracts and Grants

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sarah.white@state.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CDPS Contracts and Grants

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sarah.white@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CDPS Contracts and Grants as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CDPS Contracts and Grants during the course of your relationship with CDPS Contracts and Grants.

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City Clerk's Office Item # S7

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 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 PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE CONSTRUCTION ADMINISTRATION FOR THE CONSTRUCT HANGAR AND REHABILITATE TAXILANE (CONSTRUCTION) PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance will approve a Professional Engineering Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., for the construction administration for the Construct Hangar and Rehabilitate Taxilane (Construction) project.

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 to reimburse the City 2.5% of the total design cost.

Ordinance No. 10774 passed and approved on September 9, 2024, accepted FAA Grant No. 3-08-0046-051-2024 to reimburse the City 95% of the total design cost.

Ordinance No. 10812, passed and approved on October 15, 2024, approved a sub-agreement for Professional Engineering Services between the City of Pueblo and Dibble and Associates Consulting Engineers, Inc., for engineering design services for the project.

Docusign Envelope ID: D1DCBC29-AC8F-4861-AF41-5352A1E12FA3

Ordinance No. 10971, passed and approved on June 23, 2025, accepted CDOT Grant 24-PUB-01 to reimburse the City 2.5% of the total construction cost.

Ordinance No. 11038, passed and approved on September 8, 2025, accepted FAA Grant No. 3-08-0046-051-2024 to reimburse the City 95% of the total construction cost.

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 struck by the wing of a DC-10 that severely damaged the northernmost hangar unit. Insurance funds have been received and used to seed a project to construct new hangars. The damaged hangars were disassembled and donated to Otero County for use at Fowler Airport. The 2022 Airport Master Plan identified the need to construct new general aviation hangars and rehabilitate deteriorating and potentially unsafe taxilane infrastructure at the Pueblo Memorial Airport. The FAA has awarded a grant from the Bi-partisan Infrastructure Legislation (BIL) funds to reimburse 95% of project costs.

FINANCIAL IMPLICATIONS:

The total cost for construction administration is $229,426.33, 95% of which will be reimbursed through FAA and CDOT grants. Funding for the project has been approved in previous ordinances.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Professional Engineering Services Agreement will not be approved, and the project will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. PUB Construct Hangar and Rahabilitate Taxilane (Construction) CA Agreement

Docusign Envelope ID: D1DCBC29-AC8F-4861-AF41-5352A1E12FA3

ORDINANCE NO. 11055

AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE CONSTRUCTION ADMINISTRATION FOR THE CONSTRUCT HANGAR AND REHABILITATE TAXILANE (CONSTRUCTION) PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, Dibble & Associates as the Airport's contracted engineering consulting firm provided a proposal for construction administration services for the Construct Hangar and Rehabilitate Taxilane (Construction) project; NOW, THEREFORE

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

SECTION 1.

The Agreement for Professional Engineering Services ("Professional Services Agreement"), a copy of which is attached hereto and made part hereof by reference, by and between the City of Pueblo, a Colorado Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, to provide engineering construction administration services for the Construct Hangar and Rehabilitate Taxilane (Construction) project at Pueblo Memorial Airport, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Professional Services Agreement for and on behalf of the City, and the City Clerk is authorized to affix the seal of the City thereto and attest same. Where authorized pursuant to §1-4-3, P.M.C., the Mayor may execute the Professional Services 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 authorized to perform any and all acts consistent with this Ordinance to implement the policies and procedures described herein.

Docusign Envelope ID: D1DCBC29-AC8F-4861-AF41-5352A1E12FA3

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 September 22, 2025.

Final adoption of Ordinance by City Council on October 14, 2025.

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 10/20/2025 | 10:19 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

STANDARD FORM OF
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made and entered this 20th day of October, 2025 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner"), and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, doing business as Dibble Engineering, a professional engineering firm (hereinafter "Engineer"), for Engineer to render certain professional planning, design, engineering, construction administration, and related services for Owner in connection with Project No. AP1804, Project Name: Construct Hangar and Rehabilitate Taxilane (Construction) also known as IFB-05-020 , hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

1.1 Engineer shall satisfactorily perform professional engineering services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[ ] - Study and Report Phase

[ ] - Preliminary Design (Schematic) Phase

[ ] - Final Design Phase

[X] - Construction Documents & Bidding Phase

[X] - Construction Phase

Upon completion of any phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, and planning services. Engineer shall also provide any landscape engineering, surveying, and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described generally in Appendix A – Scope of Services and the items identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services.

1.3 Professional engineering services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to Owner and which shall be signed by and bear the seal of such registered engineer.

1.4 Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

1.5 Any architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

SECTION 2. ENGINEERING SERVICES.

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall:

(a) Consult with Owner to determine his requirements for the Project and review available data.

(b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c), and assist Owner in obtaining any such services.

(c) Provide special analyses of Owner's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

(d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.

(e) Provide general economic analysis of Owner's requirements applicable to various alternatives.

(f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner, and setting forth Engineer's findings and recommendations with opinions of probable costs.

(g) Furnish two (2) copies of the Report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall:

(a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study or Report on the Project.

(b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.

(c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.

(d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives, and make recommendations to Owner based thereon.

(e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.

(f) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the Project during the Final Design Phase, Engineer shall:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirements therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority, including but not limited to any requirements of the Federal Aviation Administration. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. **Engineer shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.**

(b) Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Engineer's best professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

(e) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.

2.4 Construction Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall:

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Engineer shall consider and incorporate, to the extent both advisable and feasible, owner's standard forms of agreement, warranty, payment and performance bonds, general conditions and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Appendix A to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. Two (2) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Appendix A, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2018 or later version) format on electronic media.

(c) Make recommendations to Owner concerning the need for prequalification of equipment, vendors or bidders, and, if requested by Owner, incorporate prequalification requirements in final bid and construction contract documents.

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning: acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Engineer's advice.

2.5 Construction Phase. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contract or contracts for construction of the Project, Engineer shall:

(a) Perform all duties and functions to be performed by Engineer under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Appendix A - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

(c) Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.

(d) Promptly advise the Owner in writing of any omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, supplier or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data and other submittals of the contractor for conformance with the design concept of Project and compliance with the Drawings, Specifications and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has inspected the Project and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the Drawings, Specifications and other contract documents.

(i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

(k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

(l) The Engineer shall, if so provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Contractor, the Engineer shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes, and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Engineer shall be final and binding on the Contractor and Owner, unless the Director of Public Works of the Owner shall, within seven calendar days after receipt of the Engineer's interpretation or decision, file his written objections thereto with the Architect and Contractor.

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

(a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including designs, Drawings, Specifications, reports and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the work.

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Engineer's negligent act or omission; and Engineer hereby irrevocably waives and excuses Owner and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S., or similar statute.

(c) Engineer's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.

(d) Engineer shall be completely responsible for the safety of Engineer's employees, subcontractors, and consultants in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, subcontractors, and consultants and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss or injury to Engineer's employees, subcontractors, and consultants.

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Appendix C - "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, Owner 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 Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

Within five (5) days of execution of this Agreement, Engineer shall designate in writing a Project representative who shall have complete authority to bind Engineer, and to whom Owner should address communications.

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay

Owner's time table for achievement of interim tasks and final completion of Project work, provided however, the Engineer will not be responsible for delays beyond his control.

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Engineer shall be compensated for his direct costs and professional time at the rates set forth in Appendix B - "Fee Schedule".

2.7 Requirements Where Federal Assistance Provided.

(a) Engineer understands that Owner will be funding the Project in part or in whole by grants or loans from the Department of Transportation, Federal Aviation Administration (the "Federal Agency"). Engineer agrees it is subject to and shall comply with all applicable grant or loan conditions and the regulations of the Federal Agency which apply to the work under this Agreement, whether referenced in Appendix A or not. All applicable loan or grant conditions and regulations of the Federal Agency are incorporated into this Agreement by reference.

(b) Owner shall pay Engineer for work completed in accordance with the terms of this Agreement. Engineer understands and accepts that Owner is seeking reimbursement for the Project through applicable Federal loans or grants. Should the applicable Federal Agency indicate that loans or grants shall not be granted or approved by the Agency, performance under this Agreement shall be placed on hold until such time as the funds are granted and approved, except that no such extension shall continue past the expiration of the initial term of the master agreement approved through City of Pueblo Resolution No. 13785. Should Owner determine in its sole discretion that grant or approval of the required funds is impossible or unlikely, this Agreement shall terminate immediately upon notice from Owner and Owner shall not be liable for any cost or fee under this Agreement.

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Engineer of Owner's Project requirements including: objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies, or data possessed by Owner which relates to design or construction of the Project.

(d) Assist in arranging for Engineer to have access to enter private and public property as required for Engineer to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable

time. The Owner's approval of Drawings, design, Specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the professional adequacy of his work. The Owner's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(f) Upon advice of the necessity to do so from Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.

(h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of forty-five (45) days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE.

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Appendix A - Scope of Services and Sections 1 and 2 of this Agreement.

SECTION 5. PAYMENT.

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $229,426.33 in the aggregate and computed in accordance with this Section. In the event compensation for services is set forth in Appendix B as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Appendix B for such phase, and together shall not exceed the maximum aggregate set forth herein.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within forty (40) days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Appendix B – “Fee Schedule.”

5.4 No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time, or similar expenses unless otherwise provided and listed in Appendix B - "Fee Schedule."

5.5 No compensation shall be paid to Engineer for services required and expenditures incurred

in correcting Engineer's mistakes or negligence.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Paragraph 2.6(g).

Section 6. Term and Termination

6.1 Term. The term of this Agreement begins on the Effective Date and ends on December 31, 2025, unless sooner terminated in accordance with this Agreement. City reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

6.2 Fund Appropriation. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of City which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the City.

6.3 Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Engineer and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Owner all data, drawings, specifications, reports, plans, calculations, summaries, and all other information, documents, work product, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.4 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Appendix B for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

6.5 In the event termination of this Agreement or Engineer's services is for breach of this Agreement by Engineer, or for other fault of Engineer including but not limited to any failure to timely proceed with work, or to pay its employees, engineers, and subcontractors, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Owner's Project Representative, then in that event, Engineer's entire right to compensation shall be chosen by Owner and limited to the lesser of (a) the reasonable value of completed work to Owner or (b) payment at the rates specified in Appendix B for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.6 Engineer's professional responsibility for its completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS.

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees

that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement.

(b) Advertising. Unless specifically approved in advance in writing by Owner, Engineer shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Engineer's employees. If Engineer wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the Owner for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.2 Insurance and Indemnity.

(a) Engineer agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than his employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

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

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than One Million Dollars ($1,000,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, One Million Dollars ($1,000,000.00) per occurrence for property damage, and One Million and No/100 Dollars ($1,000,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance in amounts and form acceptable to Owner, and with a deductible not exceeding $50,000.00.

(c) Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors, or omissions of Engineer, its employees, subcontractors and consultants. Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to subcontractors and consultants, arising out of negligent acts, errors or omissions of Engineer and its employees, including claims of nonpayment. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, Attention: Greg Pedroza, Director of Aviation, Pueblo Memorial Airport, 31201 Bryan Circle, Pueblo, Colorado, or to the Engineer at 3020 East Camelback Road Suite 201 Phoenix, AZ 85016. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Appendix or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Appendix or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.5 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Engineer may be assigned by him without the written consent of the Owner.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Engineer and Owner.

7.7 Choice of Law and Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

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

7.9 Severability. If any provision of this Agreement, except for Section 2.7, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.7 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.10 Appropriations. Subject to the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Engineer shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

7.11 Additional Requirements on Federally Funded Contracts. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal funds, then this Agreement shall be construed to include all applicable terms required by the federal assistance agreement and integrated federal regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal requirements, irrespective of Engineer's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

7.12 Access to Property Not Under Owner's Control. Engineer acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Engineer and Engineer's employees and consultants shall, at Engineer's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Engineer in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Engineer understands and agrees that entry to properties not under

Owner's control may require Engineer to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES.

8.1 Any dispute or disagreement between Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be determined and decided by the Owner's Director of Aviation whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction pursuant to Rule 106, C.R.C.P.

8.2 Pending resolution of any dispute or disagreement, or judicial review, Engineer shall proceed diligently with performance of his work under this Agreement.

SECTION 9. APPENDICES.

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

Appendix A - "Scope of Services" consisting of _5_ pages.

Appendix B - "Fee Schedule" consisting of _1_ page.

Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility" Consisting of _2_ pages.

SECTION 10. ACCESSIBILITY.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA, except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Engineer, therefore, will use his or her best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances, and regulations as they apply to the Project.

SECTION 11. PERA LIABILITY

The Engineer shall reimburse the Owner for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for Owner under this Agreement. Engineer has submitted to Owner a completed form listing any PERA retirees employed by Engineer and shall update said form with Owner at any time a PERA retiree is hired by Engineer.

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

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

By:_____
Heather Graham, Mayor

Attest:_____
City Clerk

[S E A L]

DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC.

Name: _____
By: _____
Title: _____

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

APPENDIX A – SCOPE OF WORK

Introduction

Dibble (Engineer) has been requested by the Pueblo Memorial Airport (PUB or Airport) to provide construction phase services for the *Taxilane Rehabilitation and New Hangar* project. This project will consist of rehabilitation of existing asphalt concrete (AC) taxilane and apron between the FBO Apron and new hangar site, as well as a new 10-Unit Nested Hangar (approx. 51' x 231' with a building height of 15'). The AC rehabilitation will consist of crack repair and seal coat.

The scope of work has been developed in accordance with the Pre-Construction Kick-Off Meeting that was held with the FAA on October 30, 2024 and discussions with the City of Pueblo on August 27, 2025. The City of Pueblo staff will manage the daily/weekly inspections associated with the Hangar Building. The Dibble Team will manage the inspections on the pavements, hangar building concrete foundations, waterline and fire hydrant, and pavement rehabilitation. The Dibble Team will also be involved in the Contractor's development of the Hangar plans and throughout the permitting and review process. Lastly, the Dibble Team will assist the Airport in closing out the project with the City and FAA (as noted in this scope of work).

It is anticipated that FAA BIL, CDOT, and local funds will be used to fund design and construction. The estimated construction cost is approximately $2.4M.

The following Dibble staff are expected on this project:

- Project Principal — Jared Bass, P.E.
- Construction Resident Engineer — John Cessar, P.E. or Mario Maraccini, P.E.
- Construction Inspector — Mike Swearingen, E.I.T.
- Senior Designer — Travis Woodman
- Project Coordinator — Jim Hodge
- Airport Planner — Thibault Sirigu

The following subconsultants are anticipated on this project.

- QA Testing/Special Inspections: Ground Engineering — Josiah Johnson
- Electrical Engineering Support: CR Engineers — Catherine Alcorn, P.E.
- As-Built Survey: Delta Field Services — Corey Weber, P.L.S.

Construction Phase Services

1) Planning and Permitting and Preconstruction Phase Services (Lump Sum)

a) City of Pueblo Planning and Permitting: Dibble will assist the selected contractor and City of Pueblo in the development of Hangar Plans acceptable to the City of Pueblo standards and regulations. Dibble will also assist the Contractor and PUB through the City's permitting process. Dibble will assist the Contractor to obtain all permits required by the City of Pueblo, Pueblo County, Pueblo Regional Building Department (PRBD), and the State Regulatory Agency, Colorado Department of Public Health and Environment (CDPHE).

Dibble will coordinate with the Contractor to obtain a routing sheet from PRBD and start the permitting process. Other agencies with permitting requirements may include but are not limited to: Zoning, Utilities, Public Works, Fire Department, etc. The routing will need to be completed before a permit can be issued. Permitting and review costs to be paid by the Airport (PUB).

Included in this task will be the various meetings, modifications of Dibble plans (grading and drainage and utilities), and the submittal/re-submittal process. It is anticipated to take approx. 4 months to obtain permits from the City.

b) Preconstruction Management and Administration: provide project management, coordination, support, and administration necessary to monitor the Contractor's operations and deliverables. Included in this effort is the weekly coordination with the contractor, construction management teams, FAA, CDOT, and PUB staff over the course of the project that are outside the specific tasks noted herein.

c) Preconstruction Conference: conduct the Preconstruction Conference and provide support and/or coordination of the construction documents as needed. Dibble will prepare and provide the meeting agenda and sign-in sheet, facilitate the meeting, and issue meeting minutes. The Preconstruction Conference will be held at the Airport and via video conference.

d) Preconstruction Conference Submittal Reviews and Coordination: review project submittals required at the Preconstruction Conference as identified within the contract documents but shall include at a minimum:
- Contractor's CSPP Compliance Report
- Overall and 3-Week Construction Schedules
- Material Submittal Schedule
- Schedule of Values
- Contractor's Emergency Contact Information
- List of Proposed Construction Equipment
- Barricade Plan
- Traffic Control Plan
- Contractor Quality Control Plan

e) Construction Equipment Submittal to OE/AAA: coordinate with the Contractor and Airport in developing and submitting the anticipated construction equipment with associated heights, locations, and timeframes to the FAA Airspace Review OE/AAA website.

2) Construction Coordination and Inspection Services (Cost + Fixed Fee (CPFF)):

It is estimated that Construction will occur between November 2025 – August 2026. Here is the anticipated phasing and schedule:
- Planning and Permitting Phase: 4 months (November to February)
- Construction Phase: 6 months (March to August)
  - Hangar Building: 150 Calendar Days
  - Waterline and Fire Hydrant: 30 Calendar Days
  - Pavement Rehabilitation: 3 Calendar Days
  - New Asphalt Concrete Pavement: 14 Calendar Days

a) Construction Management and Administration**:** provide project management, coordination, support, and administration necessary to monitor the Contractor's operations and deliverables. Dibble will also closely work with the City of Pueblo staff on the progress of the Hangar Building.

b) Site Visits and Observations: the Construction Resident Engineer will provide periodic site visits (estimated at 1 day per week, 6 hours/day) for overall conformance of the construction project with the standards identified within the design, including compliance with safety and construction traffic control in accordance with the CSPP. This day on site will be coupled with the day that weekly construction meeting is held for efficiency. It is estimated that the Resident Engineer will be on site approximately 144 hours over the 6-month construction phase.

During construction of the civil items (utilities and pavement) the construction inspector will be on site to observe for conformance to the respective local and/or federal requirements. It is estimated that the construction inspector will be on site approximately 20 days over the 6-month construction phase (estimated at 10 hours/day) for 200 total hours.

c) Weekly Construction Meetings: prepare the weekly construction meeting agendas, facilitate the meetings, and issue meeting minutes. The Resident Engineer (in-person) and Construction Inspector (remotely) will attend these weekly meetings to stay current on the construction activities.

d) Weekly Certified Payroll and Davis Bacon Review: coordinate and review, on a weekly basis, all certified payroll documentation required for this project to be compliant with the contract documents and Federal Davis Bacon Wage Determinations, (Contractor and subcontractors on a weekly basis). This effort also includes assisting the contractors obtain federally approved positions not specifically identified in the current federal rates and fringes.

e) Contractor Employee Federal Interviews: the construction inspector will perform the Federal Interviews in accordance the FAA requirements, for Labor Standards compliance verification. Multiple interviews will be conducted weekly with different staff. Records of the interview will be kept and submitted to the FAA upon completion of the project.

f) Weekly FAA Reports (5370-1): develop the weekly FAA 5370-1 Construction progress reports and submit to the FAA. Reports include record of daily activities, working staff, manhours, equipment, weather, completion progress, material acceptance, quality control reports, and changes to the construction plans.

g) Monthly Payment Application Coordination and Review: review and track project quantities in the field and on the Contractor's As-Builts. Coordinate these inspected quantities with the contractor and coordinate prior to the submittal of monthly payment applications. Assist the airport in the regular draw-down of the federal grant for payment on the construction services.

h) Change Order Review and Coordination: coordinate and review Contractor Change Order Requests (COR), including verification of project quantities as needed, (estimated at approximately 4 COR's). A complete cost analysis will be prepared (as needed) for each change order that may occur.

i) Material Shop Drawing Review and Coordination: review and provide a response to construction material and general project submittals as requested, estimated at approximately 50 original submittals. It will also be estimated that the Contractor will need to resubmit approx. 15 of the original submittals for a total amount of 65 submittal reviews during the project.

j) RFI Review and Coordination: coordinate, review and provide a response to construction and general project Requests for Information (RFI), (estimated at approximately 25 RFI's).

k) ESI Review and Coordination: coordinate, review and develop necessary Engineering Supplemental Information (ESI) documents, additional details, or sketches as revisions to the construction specifications and/or plans, (estimated at approximately 4 ESI's).

l) DBE Compliance and Coordination: coordinate and review all DBE efforts and documentation required for this project to be compliant with the contract documents.

m) QA/QC Testing Coordination and Review: coordinate, schedule, observe, and review QA/QC actions. This includes scheduling of QA testing activities, ensuring the contractor is scheduling the QC testing activities, reporting the QA/QC results, reviewing the results with the team, and any recommendations that might be required to ensure the project is meeting the material specifications.

n) Substantial Completion Walk Inspection: conduct the Substantial Completion Walk required before the opening phase to aircraft operations. The Dibble Team will schedule the meeting, invite the project stakeholders including FAA, CDOT, PUB, and project team members.

o) Punchlist(s) and Coordination(s): Dibble will prepare, manage, submit, and re-evaluate the punchlist. Dibble will ensure the punchlist is completed within project deadlines.

3) Post Construction Services (Lump Sum):

a) QA and QC Testing Summary Report: prepare a final report that collects and summarizes the quality assurance and quality control testing and results that took place during the construction project. The report shall meet the FAA NWMR DEN ADO guidelines and requirements. The report shall include, at a minimum:
- QA and QC Testing Summary
- CMP Testing Frequency
- Test Results of all FAA Specs (i.e. P-152, P-401)
- Project Details
- Special Inspections
- Job Mix Formulas
- Inspector's Reports

b) Final Inspection: conduct the Final Completion walks for the construction project. The construction inspector shall also attend the site walk. The FAA, Airport, Construction Resident Engineer, and construction inspector shall all attend.

c) Final Construction Report and Coordination: coordinate, prepare, and submit the Final Construction Report in accordance with the FAA ADO guidelines and requirements. Electronic and hard copies will be provided to PUB and FAA. The report shall include, at a minimum:
- Summary of Project
- Summary of Change Orders
- Summary of Testing Reports (QA and QC)
- Project Fee Breakout
- Record Drawings
- DBE Summary
- Federal Labor Summary
- Before and After Construction Photos
- Pavement Classification Numbers (PCR and 5010)

d) Record Drawings: develop and submit Final Record Drawings based on Contractor redlines and field changes issued during construction, including RFI's/ESI's. Electronic and hard copies will be provided to PUB and FAA.

e) Final As-Built Survey and Submittal to FAA AGIS Database: this item will include multiple stages of efforts. First, perform the final As-Built Survey of the complete project, in accordance with FAA AC 150/5300-18.

Secondly, modify the data in preparation of submittal to the ADIP/AGIS system. Upon completion of the data development, upload the as-built survey data and files to the FAA AGIS system and coordinate with the FAA staff on reviews and acceptance of the data.

This item also includes the development of the Statement of Work. That will first be submitted to the FAA for review and approval, then we will coordinate with the FAA on the survey data submittal.

f) ALP Update: amend and update the most recent (FAA Approved) ALP set to reflect the modifications made to the airport at the completion of the project. The following sheets are anticipated to be updated based on the current 2022 ALP set, at a minimum:
- Sheet 4 – Airport Layout Plan - Existing
- Sheet 5 – Airport Layout Plan - Future
- Sheet 19 – Terminal Area - Existing
- Sheet 20 – Terminal Area - Future

- Sheet 23 – Exhibit A - Airport Property Map

Once finalized, approved, and signed by the FAA and Airport, electronic and hard copies will be returned to the FAA and Airport as requested.

g) Final Payment Application: coordinate the final inspected quantities with the contractor and coordinate prior to the submittal of final payment applications. We will assist the airport in the draw-down of the federal grant for payment on the construction services.

Miscellaneous Items

4) Miscellaneous and Assumptions:

a) Subconsultants:
   1. Survey – Delta Field Services
   2. QA Testing/Special Inspections – Ground Engineering
   3. Electrical Engineering Support – CR Engineers

b) All record drawings are to be prepared in AutoCAD Civil 3D 2023.

c) The following number of trips are anticipated by the Construction Manager/Resident Engineer and Construction Inspector for the Construction Phase:
   1. Pre-Construction Phase: 4 trips
   2. Construction Coordination and Inspection Phase:
      i. Resident Engineer = 24 trips
      ii. Construction Inspector = 20 trips
      iii. Direct costs including Lodging, Meals, and Mileage will be anticipated for each day/night that the inspector/resident engineer is on site. All applicable 2025 federal per diems, mileage rates, etc. will be applied.
   3. Post Construction Phase: 3 trips

5) Exclusions To This Scope of Work:

a) Full construction phase services.
b) Daily inspections on the project.
c) Management of Hangar Building project specifics and administrative coordination with the City.
d) Landscape, Irrigation, and Environmental Services including a federal CATEX, EIS, or EA.
e) Structural Engineering, Mechanical, or Architectural Design Services.
f) Construction Staking.
g) Construction Quality Control Testing.

Pueblo Memorial Airport
Taxilane Rehabilitation and New Hangar CA
FAA AIP No. 3-08-0046-052-2025
August 28, 2024

APPENDIX C – IDENTIFICATION OF PERSONNEL AND TASK RESPONSIBILITY

Dibble (Prime Consultant):

Contact Information:

John Cessar, P.E.
O: 303.872.5756
john.cessar@dibblecorp.com

Task/Responsibility:

- Construction Manager
- Overall Project and Contract Management
- Team Coordination during the Construction Phase (Airport, FAA, Contractor)

Ground (Subconsultant):

Contact Information:

Daniel Turpaud
O: 719-284-6860
daniel.turpaud@groundeng.com

Task/Responsibility:

- Quality Assurance Testing

CR Engineers (Subconsultant):

Contact Information:

Catherine Alcorn, P.E.
O: 480-816-5541
calcorn@creng.com

Task/Responsibility:

- Electrical

Delta Field Services (Subconsultant):

Contact Information:

Corey Weber, P.L.S.
C: 612-363-2988
corey.weber@deltafieldservices.com

Task/Responsibility:

- As-Built Survey

Pueblo Memorial Airport
Taxilane Rehabilitation and New Hangar CA
FAA AIP No. 3-08-0046-052-2025
August 28, 2024
APPENDIX B – FEE SCHEDULE

Please see Fee Schedule below:

A. Preconstruction Phase Services

		Fee	Type		
1	Dibble (Civil and Construction Manager)	$34,172.34	Lump Sum	$34,172.34	
	Preconstruction Phase Subtotal	$34,172.34		$34,172.34	$0.00

B. Construction Coordination and Inspection Services

		Fee	Type		
1	Dibble (Civil and Construction Manager)	$126,631.02	Cost + Fixed Fee	$126,631.02	
2	Ground (Quality Assurance Testing)	$14,885.00	T&M		$14,885.00
3	CR Engineers (Electrical Construction Support)	$9,985.13	T&M		$9,985.13
	Construction Coordination and Inspection Phase Subtotal	$151,501.15		$126,631.02	$24,870.13

C. Post Construction Phase Services

		Fee	Type		
1	Dibble (Civil and Construction Manager)	$36,952.84	Lump Sum	$36,952.84	
2	Delta Field Services (As-Built Survey)	$6,800.00	Lump Sum		$6,800.00
	Post Construction Phase Subtotal	$43,752.84		$36,952.84	$6,800.00

	TOTAL	Dibble	Subconsultants
Total	***$229,426.33***	***$197,756.20***	***$31,670.13***

Docusign Envelope ID: D1DCBC29-AC8F-4861-AF41-5352A1E12FA3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE FAIR AUTHORITY, A SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a license agreement for the use of facilities at the Colorado State Fairgrounds in support of a community clean up event scheduled to be held on October 18, 2022.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo will be executing a City-wide clean up event to be held on October 18, 2025, at the Colorado State Fairgrounds for the benefit of City of Pueblo residents. The Colorado State Fair has requested the City enter into a license agreement for use of the facility to host the event. All fees associated with the use of the facility have been waived under the terms of the license agreement.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

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STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City of Pueblo will not be able to host the cleanup event as planned at the State Fairgrounds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CITY OF PUEBLO CLEAN UP (251018)

Docusign Envelope ID: D1DCBC29-AC8F-4861-AF41-5352A1E12FA3

ORDINANCE NO. 11056

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

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

SECTION 1.

The License Agreement for Use of a Facility between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado State Fair Authority, a subdivision of the State of Colorado, a copy of which is attached hereto "Agreement", having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 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 September 22, 2025.

Final adoption of Ordinance by City Council on October 14, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: D1DCBC29-AC8F-4861-AF41-5352A1E12FA3

Action by the Mayor:

☐ Approved on 10/20/2025 | 10:19 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

NO: _____

USE PERMIT & RENTAL CONTRACT

This agreement made and entered into this_____day of_____, 2025 and between the Colorado State Authority, hereinafter known as the AUTHORITY, and

ORGANIZATION / EVENT NAME: CITY OF PUEBLO / PUEBLO TEAM UP TO CLEAN UP
CONTACT: ANDREW HAYES, DIRECTOR OF PUBLIC WORKS
ADDRESS: 211 E. D STREET
CITY: PUEBLO STATE: CO ZIP: 81003
PHONE: 719-553-2267 (office) / 719-252-4874 (cell) EMAIL: ahayes@pueblo.us

hereinafter known as the USER or CONTRACTOR
WHEREAS, the AUTHORITY agrees to rent the USER, where is, as is, CARNIVAL LOT (known hereinafter as the PREMISES) located on the Colorado State Fairgrounds for the purpose of **COMMUNITY CLEAN UP** (The "Event").

The AUTHORITY grants User the use and occupancy of the Premises for the following RENTAL PERIOD:

Date(s) of Event: SATURDAY, OCTOBER 18, 2025
Time of Event: 8:00 AM TO 3:00 PM
Authorized MOVE IN period: 8:00 AM to 7:00 PM on FRIDAY, OCTOBER 17, 2025
Move-Out Period: BY 5:00 PM MONDAY, OCTOBER 20, 2025

Authorized Occupancy: USER shall have access to the Premises on dates and times listed above only. Authorized occupancy on event day(s) only shall be 07:00 AM to 11:59 PM. The Rental Period shall not be extended for any purpose without the written permission of the AUTHORITY's General Manager. User agrees to pay for any additional period of time in excess of the Rental Period.

Now, therefore, in consideration of rental price as follows:
RENTAL FEE: WAIVED - INCLUDES RENTAL PERIOD ABOVE.
DAMAGE DEPOSIT: WAIVED
ADDITIONAL MOVE-IN/MOVE-OUT FEES: WAIVED
SET-UP/CLEAN-UP FEE: WAIVED - CUSTOMER TO PERFORM SET UP & CLEAN UP.

ADJUSTABLE CHARGES: USER is responsible for setup of tables and chairs unless noted above. Additional tables and chairs may be rented from the AUTHORITY should building capacity allow. Additional equipment fees are $6.00 per table and $1.00 per chair. Setup/clean up fees of no less than $350 per occurrence will be charged if AUTHORITY is required to perform setup and/or cleanup.

SECURITY: USER is required to use State AUTHORITY Security at a rate of up to $27.00 per guard per hour and up to $35.50 per uniformed police officer per hour. Number of security guards and/or uniformed police will be determined by security director and AUTHORITY Management.

FOOD & BEVERAGE: Alcoholic Beverages may be **served** during your event; however, the SALE of alcoholic beverages is prohibited. There is no restriction on food service or catering during your event; however, the SALE of food or beverage is prohibited without approval from the AUTHORITY. THE SALE OF ANY FOOD OR BEVERAGE IS STRICTLY PROHIBITED FOR ALL PRIVATE EVENTS.

This signed contract is due back to the AUTHORITY in ten (10) days with first payment to hold building. The USER will notify AUTHORITY fourteen (14) days in advance of event set-up.

The USER agrees to make payments and final settlement as follows: $0.00 due with signed contract. Remaining rental fees, and all estimated Adjustable Charges: Security, additional table and chair rental fees, set-up/clean up, additional move in/out fees, and any other anticipated charges are due no less than fourteen (14) days prior to event. An additional $0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

AUTHORITY will charge and USER agrees to pay one and one-half percent (1.5%) per month interest on any unpaid balance after settlement date

TERMS OF USE

The AUTHORITY and USER hereby agree, to wit (USER TO READ & INITIAL EACH TERM)

_____1) PAYMENT: All base payments, estimated adjustable charges and refundable damage deposit payments are due fourteen days prior to above stated event. Percentage and additional adjustable charge payments, if applicable, are due and payable immediately following said event. An additional $0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

_____2) AGREEMENT TERMINATION: the AUTHORITY reserves the right to terminate this agreement at any time, with cause upon giving written notice thereof.

_____3) DATE RESERVATIONS AND CANCELLATIONS: the AUTHORITY will not guarantee availability of buildings/facilities nor hold date for those who have not submitted a non-refundable down payment. This non-refundable down payment shall be applied to payment due for rental of buildings/facilities if the event is held. Should USER cancel scheduled event at any time, a payment of **$0.00** shall be forfeited as an office charge.

_____4) CURFEW: ALL events are to be concluded and buildings/facilities cleared per the Authorized Rental/Occupancy period above. OUTDOOR events are subject to curfew times established at the option and discretion of the AUTHORITY prior to each individual event. Security will be required for all events concluding after 9:00PM.

_____5) PARKING: USER understands and agrees that parking on the fairgrounds is shared with other USERs and no exclusive rights are granted. The AUTHORITY reserves the right to restrict or designate parking and/or traffic patterns on the fairgrounds s for the safety of patrons. The AUTHORITY reserves the right to charge for parking at their discretion. The AUTHORITY shall retain all parking revenue.

_____6) SECURITY: USER agrees to pay for adequate security officers as directed by the AUTHORITY Manager and Security Director at above stated event.

_____7) ALCOHOLIC BEVERAGES: Any use of alcoholic beverages on the Colorado State Fairgrounds is subject to the AUTHORITY approval and notification to State of Colorado, Department of Revenue, and Liquor Enforcement. The SALE of alcoholic beverages is prohibited without a valid liquor license and Food/Beverage contract with the AUTHORITY.

_____8) RESTROOM FACILITIES: Restroom facilities and supplies will be made available to USER by the AUTHORITY. USER, if required, will furnish restroom attendants.

_____9) INSTALLATIONS/DECORATIONS: USER is hereby granted permission to install at USER'S expense such items as displays, exhibits, decorations, etc., but will not be permitted to move or change any permanent fixtures attached to and a part of the building/facility, or to nail or tack any materials to the walls or ceilings of said buildings/facilities. USER further agrees to refrain from marring or defacing said building/facilities in any form whatsoever, and return premises in same condition as when received, ordinary wear and tear accepted. USER also agrees not to put tape on floors (painters tape or electrical tape may be used but must be removed after event). USE OF GLITTER, CONFETTI AND FOG MACHINES IS STRICTLY PROHIBITED; use of these items will result in forfeiture of damage deposit and/or additional fees.

_____10) REMOVAL OF EXHIBITS: USER agrees to pay the AUTHORITY (at current storage rate) for any material or merchandise left in buildings or on the premises after Authorized Rental/Occupancy period the AUTHORITY shall not be responsible for loss or damage to any merchandise or materials left on premises after event. USER also agrees to remove all signs, banners, and any other promotional material or advertisements immediately upon completion of the event. Should the AUTHORITY have to remove any of the above stated materials, the damage deposit will be retained as a clean-up/storage fee.

_____11) CLEANING: USER agrees to remove USER'S exhibits, displays, decorations, and all garbage, debris, etc., no later than 11:59 p.m. on the final day of the Rental Period. USER further agrees to return premises in same condition as when received, ordinary wear and tear accepted. All garbage must be removed from building and deposited in appropriate collection containers. The AUTHORITY agrees to remove all refuse and recycling from outside collection containers. Should USER fail to remove garbage, displays or decorations and fail to leave the building in an acceptably clean state, the damage deposit will be retained by the AUTHORITY as a clean-up fee and additional charges may apply.

_____12) ELECTRICAL POWER: Building/Facilities are rented where is, as is, with normal amount of electrical power, equipment, appliances, etc. Abnormal usage of power shall be paid by USER. No cutting into electrical lines is permitted. USER agrees to request any special electrical requirements for said event not later than two (2) weeks in advance of said event. The AUTHORITY will be sole judge of determining the availability and/or overload of electrical services and shall exercise the right to control the same.

_____13) LIABILITY: To the extent permitted by law, the USER hereby agrees to indemnify, save, defend and hold harmless the Colorado State Fair Authority, its officers, agents, servants and employees from any and all claims, causes of action, and suits accruing or resulting from damage, injury or loss to any person or persons or personal property, including all persons to whom the USER may be liable under any workmen's compensation laws, and the USER himself, and from any loss, damage, cause of action, claims, or suits for damage, including but not limited to loss of property, goods, wares, merchandise, or livestock, caused by, arising out of, or in any way connected with the exercise USER'S privileges herein.

_____14) INSURANCE/GIA: Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10- 101, et seq., C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the GIA, as applicable now or hereafter amended.

_____15) LESSOR LIABILITY EXPOSURE. Notwithstanding any other provision of this lease to the contrary, no term or condition of this lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, et seq., C.R.S., as now or hereafter amended and §24-30-1501, et seq., C.R.S., as now or hereafter amended. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor to the above cited laws.

16) INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor 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 Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor 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.

_____17) COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

_____18) CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision 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 shall not invalidate the remainder of this contract, to the extent capable of execution.

_____19) BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

USER/Contractor:	**State of Colorado:**
City of Pueblo, a Colorado municipal corporation Legal Name of Contracting Entity	**Colorado State Fair Authority** 1001 Beulah Ave. Pueblo, CO 81004 719.561.8484
_____ Signature of Authorized Officer*	_____ Andrea Wiesenmeyer, General Manager
Heather Graham, Mayor Printed Name & Title of Authorized Officer	
_____ Date	_____ Date
84-6000615 FEIN	

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Lea Cassidy, Controller Delegate

Date:_____

Docusign Envelope ID: 100EB166-25C4-402B-96A4-6AFD28391C3D

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE DILLON DRIVE URBAN RENEWAL PLAN

SUMMARY:

This Ordinance makes certain legislative findings, establishes the Dillon Drive Urban Renewal Area, and approves the Dillon Drive Urban Renewal Plan (the Plan).

PREVIOUS COUNCIL ACTION:

During a work session of City Council on February 26, 2024, the Pueblo Urban Renewal Authority (PURA) shared plans to conduct a study of the Urban Renewal Area described in the Plan to determine if such area qualifies for inclusion in an urban renewal plan. No objections were raised, and the Pueblo Urban Renewal Authority (PURA) moved forward with its plans as discussed.

BACKGROUND:

The purpose of the Plan is to eliminate the conditions of blight identified by the Dillon Drive Conditions Survey in the Urban Renewal Area, facilitate the development of new commercial uses on an underutilized site and implement the provisions of the Comprehensive Plan that apply in the Urban Renewal Area. The Plan is intended to help provide needed public infrastructure to attract and leverage private investment in the Urban Renewal Area.

FINANCIAL IMPLICATIONS:

None. Future increment tax revenues above the current base would not exist but for the redevelopment of the Urban Renewal Area.

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BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission determined the Plan meets the requirements of the City's Comprehensive Plan and recommended approval at their July 8, 2025 regular meeting.

STAKEHOLDER PROCESS:

PURA is in the process of finalizing the necessary tax increment agreements from all other affected taxing entities. All fee owners of property in the Urban Renewal Area have consented to inclusion in the Plan.

ALTERNATIVES:

None.

RECOMMENDATION:

The PURA Board of Commissioners recommends approval of this Ordinance.

ATTACHMENTS:

1. Dillon Drive Conditions Survey 7.24.2024
2. Dillon Drive Conditions Survey Letter 5.4.2025
3. Dillon Drive RR Agreement fully executed 7.29.2025
4. Dillon Drive Urban Renewal Plan Document final draft 6.30.2025
5. Notice of Public Hearing Dillon URA 8.25.2025
6. PURA Impact Report 5.25.2025

Docusign Envelope ID: 100EB166-25C4-402B-96A4-6AFD28391C3D

ORDINANCE NO. 11057

AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE DILLON DRIVE URBAN RENEWAL PLAN

WHEREAS, the Pueblo Urban Renewal Authority (the "Authority") studied the area described in the Dillon North Subdivision, according to the plat thereof, including all interior and adjacent streets and public rights of way, to determine if the Area contains conditions included in the definition of "blighted area" in the Colorado Urban Renewal Law, Sections 31-25-101, *et seq.*, C.R.S., (the "Act"); and

WHEREAS, pursuant to such authorization, the Authority contracted with Pioneer Development Company (the "Consultant") to conduct a conditions survey of the Area, and

WHEREAS, the Consultant prepared, submitted, and presented to the Authority and City Council a document entitled "Dillon Drive Conditions Survey" (the "Survey") dated July 25, 2024, which describes in detail the conditions in the Area and is incorporated herein by this reference; and

WHEREAS, the Authority has prepared, approved, submitted, and presented to City Council the Dillion Drive Urban Renewal Plan (the "Plan") for the Area dated June 30, 2025, a copy of which has been approved as to form by the City Attorney and is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Plan is a matter of public record in the custody of the City Clerk and is available for public inspection during business hours of the City; and

WHEREAS, notice of the public hearing on the Plan was published as required by Section 31-25-107(3), C.R.S., at least thirty days prior to the public hearing; and

WHEREAS, written notice was (a) mailed or delivered to each property owner, business, and resident to the extent they are present in the Area included in the Plan informing them of the public hearing at least thirty days prior to the public hearing or (b) such notice has been waived in writing by such parties as are located in the Area; and

WHEREAS, the owners of the property in the Area have received notice of the Survey and have consented in writing to inclusion in the Urban Renewal Plan; and

WHEREAS, the Pueblo Planning and Zoning Commission has determined that the Plan complies with the Pueblo Regional Comprehensive Development Plan as amended to date (the "Comprehensive Plan"), which is the general plan for the development of the City as a whole; and

WHEREAS, the Plan allocates property tax increment revenues to the Authority to carry out the Plan and requires compliance with certain provisions of the Act, including House Bill 15-1348, as amended to date (collectively, the "Amended 1348 Requirements"); and

WHEREAS, on August 25, 2025, the City Council conducted a public hearing and reviewed said Plan pursuant to the procedural and notice requirements of the City Charter and the Act, and the City Council having considered the evidence presented in support of and in opposition to the Plan, the Survey, the City's Comprehensive Plan, and staff recommendations and so having considered the legislative record and given appropriate weight to the evidence;

Docusign Envelope ID: 100EB166-25C4-402B-96A4-6AFD28391C3D

NOW, THEREFORE,

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

SECTION 1.

The Urban Renewal Area described in the Plan is found and declared to be a blighted area as defined in the Act. This is a legislative finding by the City Council based upon the Survey and other evidence presented to City Council.

SECTION 2.

The boundaries of the Urban Renewal Area have been drawn as narrowly as the City Council determines feasible to accomplish the planning and development objectives of the Plan.

SECTION 3.

As required by the Act, including the Amended 1348 Requirements, the public bodies that levy property taxes in the Area (the "Taxing Entities") have received (1) a copy of the Plan and Conditions Survey, (2) a report (the "Impact Report") prepared by the Consultant containing financial information showing the net financial benefits to the Taxing Entities from redevelopment of the Urban Renewal Area, and (3) a proposed agreement that waives the right to claim property tax increment revenue allocated to the Authority by the Act and related provisions necessary and in the public interest to remediate conditions of blight and construct required improvements in the Urban Renewal Area.

SECTION 4.

Pueblo School District No. 60 has been permitted to participate in an advisory capacity with respect to the inclusion in the Plan of the tax allocation provisions authorized by Section 31-25-107(9) of the Act.

SECTION 5.

It is not expected that any relocation of individuals and families will be required in connection with the Plan, because no individuals or families reside in the Urban Renewal Area.

SECTION 6.

It is not expected that any relocation of business concerns will be required in connection with the Plan, because no business concerns operate in the Urban Renewal Area.

SECTION 7.

The Authority has taken reasonable efforts to provide written notice of the public hearing prescribed by Section 31-25-107(3) of the Act to all property owners, residents, and owners of business concerns in the proposed Urban Renewal Area at their last known addresses at least thirty days prior to the public hearing on the Plan.

Docusign Envelope ID: 100EB166-25C4-402B-96A4-6AFD28391C3D

SECTION 8.

Section 31-25-107(4)(d) of the Act does not apply because no more than 120 days have passed since the commencement of the only public hearing on the Plan.

SECTION 9.

Section 31-25-107(4)(e) of the Act does not apply because the City Council did not fail to previously approve this Plan.

SECTION 10.

The Plan conforms with the Pueblo Regional Comprehensive Development Plan, as amended, which is the general plan for the development of the City of Pueblo as a whole.

SECTION 11.

The Plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area described in the Plan by private enterprise.

SECTION 12.

To the extent that the Urban Renewal Area described in the Plan may constitute open land within the meaning of Sections 31-25-107(5) and (6) of the Act, it is found and determined that the Authority does not intend to undertake land acquisition in the Urban Renewal Area and the non-residential uses under the Plan are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives.

SECTION 13.

The Authority is not authorized to acquire property through the exercise of eminent domain.

SECTION 14.

The City and Authority have complied with all applicable Amended 1348 Requirements, including securing signed agreements with affected Taxing Entities regarding the use of tax increment financing to carry out the Plan. The entire Urban Renewal Area is within the corporate limits of the City. Construction and maintenance of public improvements and provision of services in the Urban Renewal Area will be the primary responsibility of the City, the Authority, and private enterprise. As shown in the Impact Report, impacts on the services or revenues of the Taxing Entities will be offset by new revenues not now being collected by the Taxing Entities and directly produced as a result of the Plan and subsequent redevelopment of the Area and adjacent property outside of the Area.

SECTION 15.

The Dillon Drive Urban Renewal Plan has been duly reviewed and considered and is hereby approved. The Authority is hereby authorized to take any and all actions pursuant to the Act to carry out the Plan, including, without limitation, (1) completing any agreements as may be required to carry out the Plan and (2) filing of the Plan and related documents with the Pueblo County Assessor.

Docusign Envelope ID: 100EB166-25C4-402B-96A4-6AFD28391C3D

SECTION 16.

This Ordinance shall become effective upon final passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 22, 2025.

Final adoption of Ordinance by City Council on October 14, 2025.

DocuSigned by:
Mark Cliff
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President of City Council

Action by the Mayor:

☒ Approved on 10/16/2025 | 12:11 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
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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:
7C02EBDFFC3D43C...
City Clerk

PIONEER DEVELOPMENT COMPANY

we find the way

Dillon Drive Conditions Survey

Pueblo Urban Renewal Authority

July 25, 2024

PIONEER
DEVELOPMENT
COMPANY
we find the way

July 25, 2024

City of Pueblo, Colorado

Dear Jerry,

This Conditions Survey report is intended to assist the Pueblo Urban Renewal Authority (PURA) with identifying and cataloguing conditions that are arresting sound development throughout a defined survey area. This area is named the “Dillon Drive Urban Renewal Plan” (The Project).

The Project will encompass fourteen (14) parcels (including ROW) and approximately ~46.5 acres. The area is characterized by floodplain, vacant land, steep topography, irregular lots, site deterioration, and underutilization. Currently, the site is vacant and there are no observable uses within the property. There are, however, large homeless encampments on the northern parcels within the survey area. This underutilized is in contrast to the current planning for the area. The subject area’s parcels are zoned to support new development and higher intensity uses. This proposed URA area includes three zoning districts, Pueblo’s I-2 Industrial District, S-1 Governmental Use District, and S-3 Floodplain District. The area is proximal to major arterials such as Hwy 50, Hwy 47, and I-25.

PURA is evaluating this area to determine its eligibility for Urban Renewal treatment. Multi-tenant commercial development is being proposed on this site, however, it will likely require a public private partnership to become feasible. Forming a public private partnership via an Urban Renewal Project requires identifying conditions on the site that complicate its redevelopment. These conditions are known as blighted area factors, or blighting factors. PURA has commissioned this study to determine if the proposed Urban Renewal Plan area exhibits the necessary number of blighted area factors to make it eligible for urban renewal treatment.

The Conditions Survey evaluates this area for the presence of statutorily defined “blighted area factors” (blighting factors). The Conditions Survey locates, identifies, and describes each statutorily defined blighting factor found to exist within the proposed plan area. Blighting factors have also been mapped to illustrate the location of these observed conditions throughout the impacted parcels. Based upon field observations and analysis, this report finds that the surveyed area meets the minimum number of blighting factors required to designate the proposed Dillon Drive Urban Renewal Plan as an urban renewal project eligible for urban renewal activities.

Sincerely,

Andrew Arnold
Founder | Principal
Pioneer Development Company
Durango, Colorado

Table of Contents

Executive Summary 3
Dillon Drive Urban Renewal Plan Conditions Survey: 3
Conditions Survey Summary 5
Methodology 8
Evaluation of Blighting Factors 9
Conclusion 26
Appendix 27

Executive Summary

Dillon Drive Urban Renewal Plan Conditions Survey:

The Pueblo Urban Renewal Authority (PURA) is evaluating a specific area for Urban Renewal projects and activities. This area is tentatively named, "Dillion Drive Urban Renewal Plan", and the area encompasses ~46.5 acres and 14 parcels within the City of Pueblo's municipal limits. The Plan area is project-driven, meaning new development is currently being proposed within this project area. The proposed development may require a public private partnership to become feasible, which is why the Pueblo Urban Renewal Authority is evaluating the area's eligibility for urban renewal treatment.

The subject area is located within Pueblo City limits in the central northern section of the city, east of the I-25, Hwy 47, and Hwy 50 intersection. The survey area is bisected by Dillon Drive and is bounded by the jointly operated BNSF/Union Pacific Colorado Joint Line to the west, Hwy 47 to the south and Fountain Creek to the East (just outside the project area's boundary line). The northern boundary of the proposed plan area is adjacent to vacant land.

The survey area is approximately 46.5 acres and includes 14 parcels, all within municipal limits. Five of these 14 parcels are public ROW. The Survey Area's parcels are mostly zoned I-2 Industrial District, which permits industrial and limited retail uses. The area does include a small portion of the S-1 Governmental district and the S-3 Floodplain District. The subject area's features are characterized by floodplain, vacant land, unusual topography, deteriorating or missing infrastructure, irregularly shaped parcels, and homeless encampments. These characteristics make future development challenging and are the reason why PURA is evaluating this site for Urban Renewal treatment.

For an Urban Renewal Plan to be established, a specific geographic area within the community must be found to exhibit certain conditions. These are conditions that, in general, are arresting the sound growth of a municipality. This could include conditions that impair a municipality's growth, retards housing development and accommodations, or constitutes a liability for economic or community development. Statute describes these conditions as a "menace to public health, safety, morals, and welfare" and defines these conditions as eleven separate factors in C.R.S. 31-25-103.2. These factors must be cataloged before urban renewal projects and activities can commence.

A conditions survey does not create a new Urban Renewal Plan or Urban Renewal Project. The conditions survey is merely a starting point for that process, one that is required before PURA can establish The Dillon Drive Urban Renewal Plan. The conditions survey's purpose is to evaluate the proposed Plan area and determine if it meets the statutorily required threshold of blighted area factors. Four (4) of these factors must be identified before an Urban Renewal Plan can be established and adopted[1].

The proposed Urban Renewal Plan area was carefully surveyed using a holistic analysis. Observations were taken during a field visit that identified the presence of statutorily defined blighting factors throughout the area. These observations were supplemented with background research on the site and market characteristics.

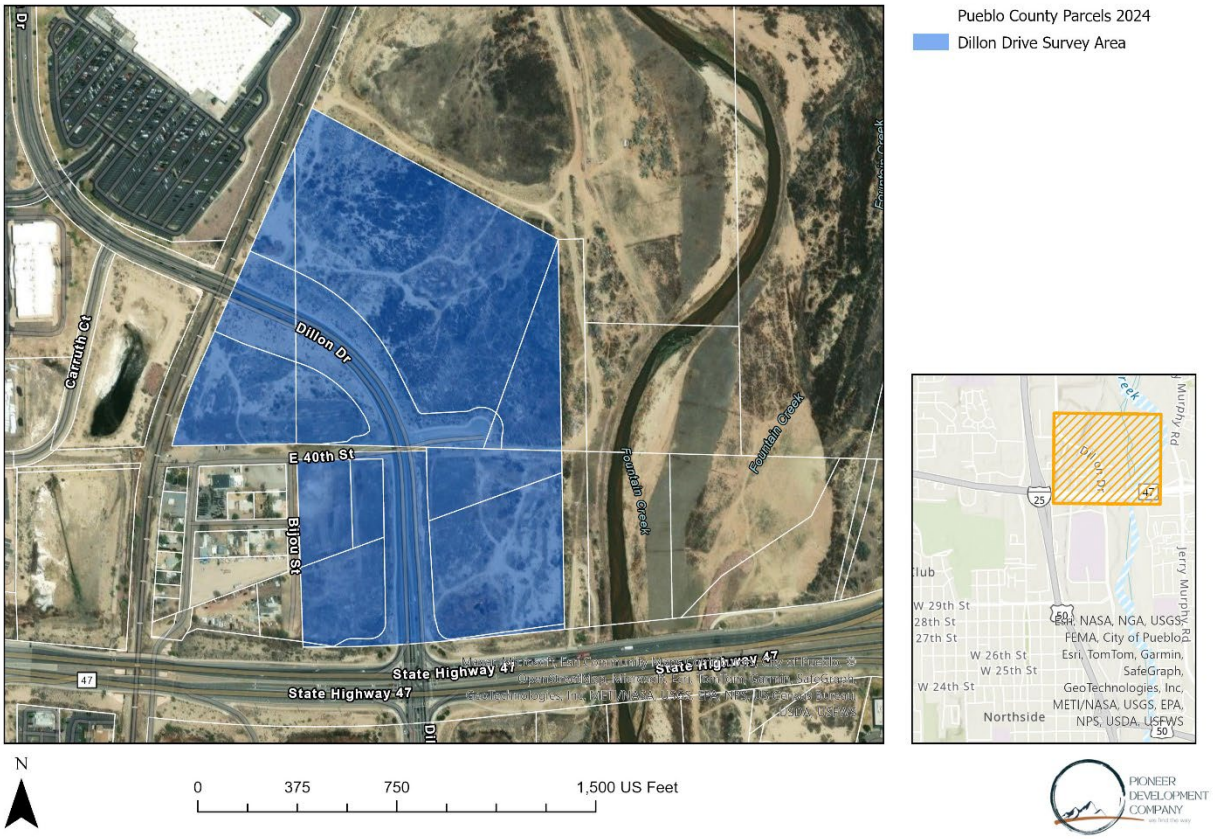
[1] Per C.R.S. 31-25-103(2)(l) only one blighting factor is necessary if all property owners and tenants' consent to inclusion.

The conditions survey's conclusion is that the proposed Urban Renewal Plan area exhibits the necessary number of blighting factors to make it eligible as an Urban Renewal Plan according to state statute. This conditions survey identified eight (8) blighting factors within the area, listed in the table below:

Conditions Survey – Blighting Factors Catalogued	
Blighted Area Factor # (C.R.S. 31-25-103.2 List Label)	**Definition**
Factor 1 (a)	Slum, Deteriorated, or Deteriorating Structures
Factor 2 (b)	Predominance of Defective or Inadequate Street Layout
Factor 3 (c)	Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness
Factor 4 (d)	Unsanitary or Unsafe Conditions
Factor 5 (e)	Deterioration of Site or Other Improvements
Factor 6 (f)	Unusual Topography or Inadequate Public Improvements or Utilities
Factor 10 (j)	Environmental Contamination of Buildings or Property.
Factor 11 (k.5)	The Existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements

Conditions Survey Summary

Dillon Drive Urban Renewal Plan



Survey Area

The survey area evaluates ~46.5 acres and 14 parcels within Pueblo's municipal boundaries. This survey used Pueblo County Open Data to create GIS maps for the analysis.

This survey area is in the City of Pueblo's north-central area and is bisected by Dillon Drive. The survey area is bisected by Dillon Drive and is bounded by the jointly operated BNSF/Union Pacific Colorado Joint Line to the west, Hwy 47 to the south and Fountain Creek to the East (just outside the project area's boundary line). The northern boundary of the proposed plan area is adjacent to vacant land.

Area Description

The survey area encompasses 14 parcels and ~46.5 acres. All property within the survey area is located within the City of Pueblo's municipal limits. The area is predominantly zoned I-2 Industrial. However, there are two other zoning districts that overlay the parcels. These districts include the City's S-1 Governmental Services district, and the S-3 Floodplain district. The survey area is located within the Arterial Commercial Mixed-Use future land use designation.

The survey area is characterized by vacant and underutilized land. The area is also within a FEMA designated Special Flood Hazard Area (AE). This SFHA designation is commonly known as the 100-year floodplain and impacts future development throughout the survey area. The area also exhibits rolling topography and irregularly shaped parcels. Despite being bisected by Dillon Drive and being adjacent to Hwy 47, the area has no direct access to the surrounding arterials. Apart from one parcel, ingress and egress points will need to be constructed to facilitate traffic flow with the parcels and the surrounding road networks. There were also large homeless encampments within the survey area.

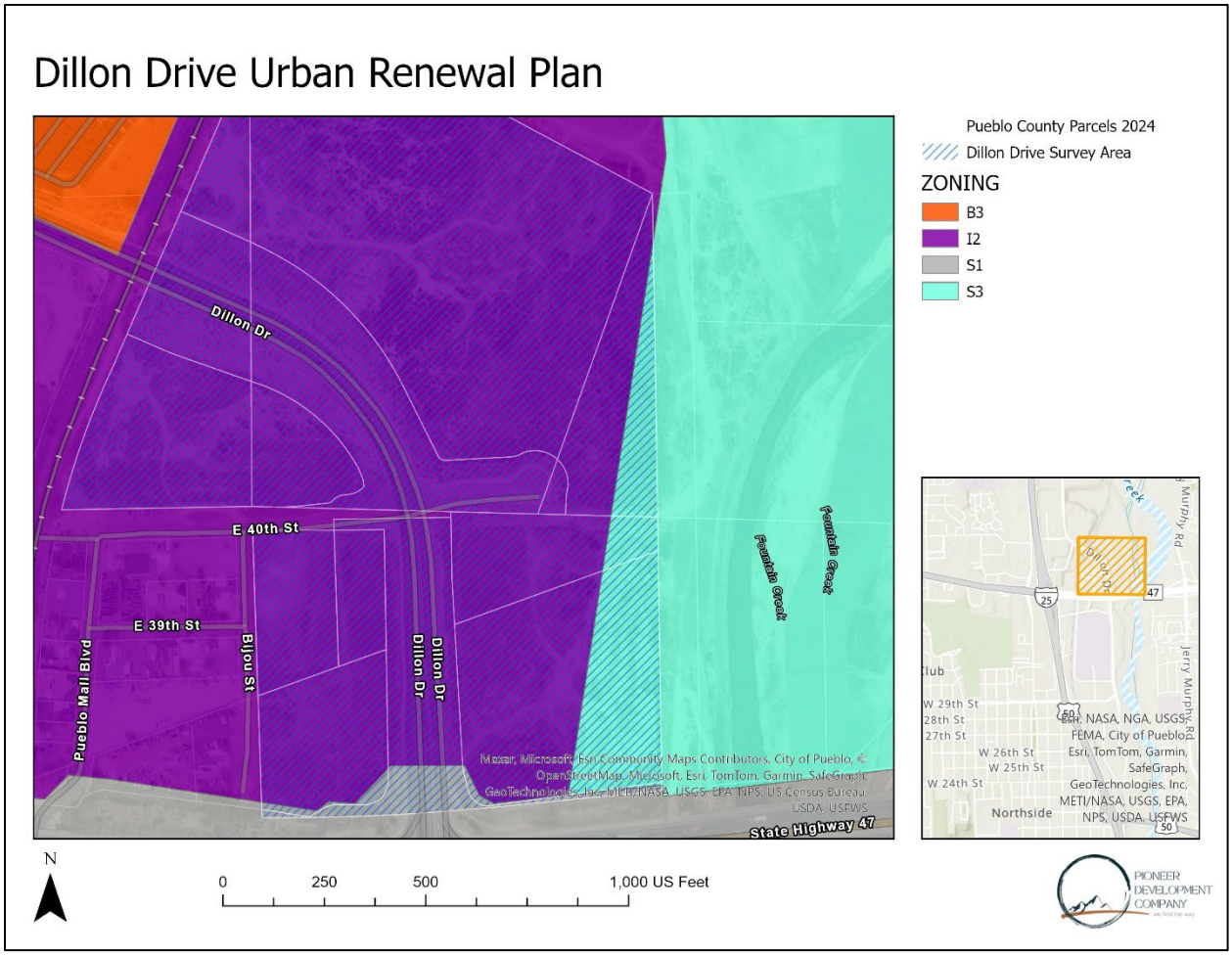
The Plan Area's statistics are described in the table below:

Conditions Survey Land Use Summary			
Area Statistics			
Total Parcel Area (Acres)			**46.49**
Number of Parcels in Area			**14**
Assessment Type	**Parcel Count**	**Acreage**	**Percent Total Acreage**
Tax Exempt	5	9.79	25%
Commercial	8	34.98	75%
Residential	1	1.71	4%
Zoning Type[2]	**Parcel Count**	**Acreage**	**Percent Total Acreage**
I-2: Industrial District	10	42.15	91%
S-1 Governmental Services	3	0.8	2%
S-3 Floodplain	4	3.54	8%
Assessed Value			**Value**
Total Actual Value			$211,502
Total Assessed Value			$32,670

[2] Zoning Districts may overlap parcels.

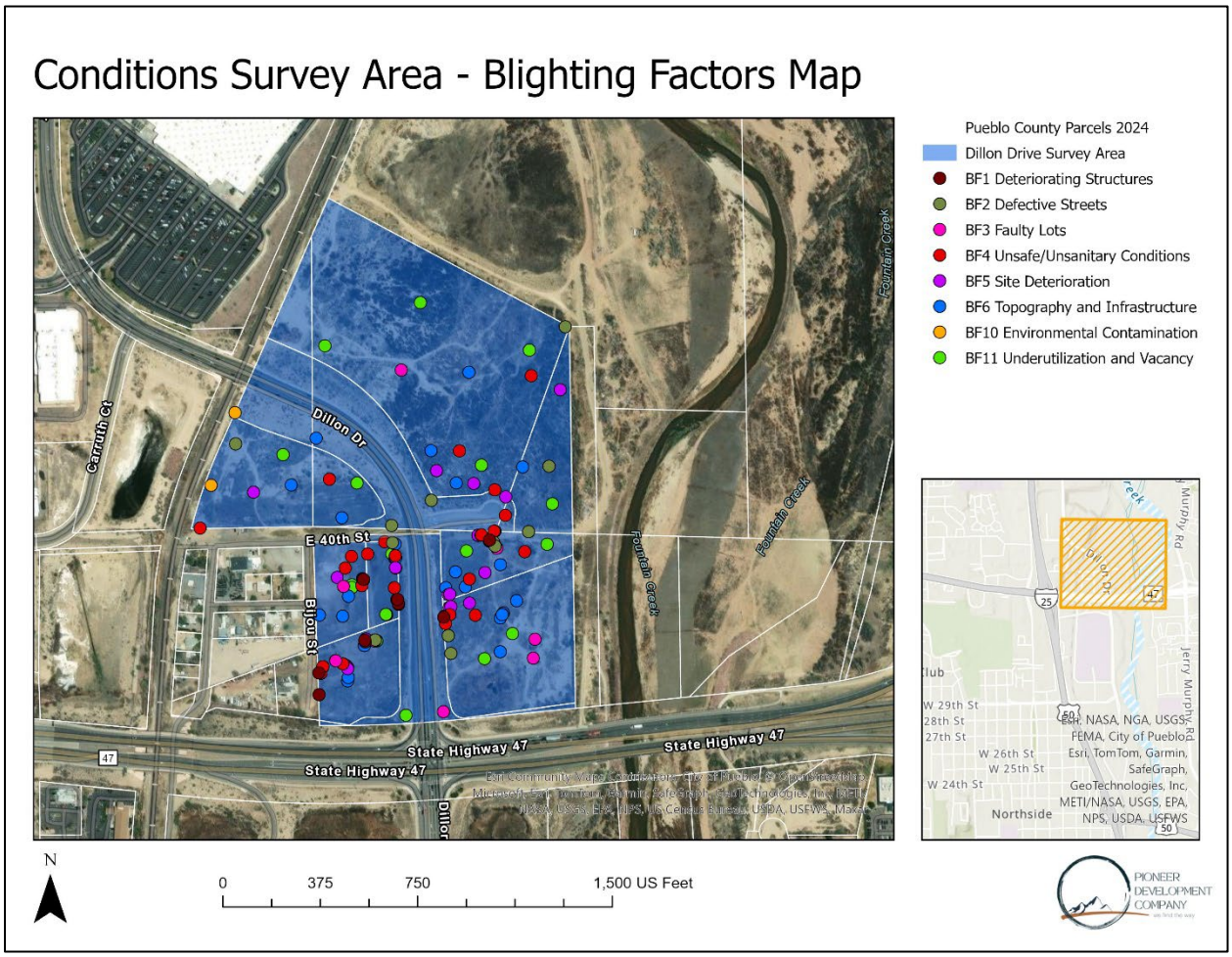
Current Assessment of Plan Area

The Plan area includes 14 parcels. This parcel count includes five tax exempt parcels that are public right-of-way. The remaining nine parcels are privately owned. The total equalized assessed value (taxable value) of these parcels, according to the County Assessor's database 2024 valuations, is $32,670. The total actual value of these parcels, according to the County Assessor's database 2023 valuations is $211,502.



Methodology

This Conditions Survey utilized a holistic methodology in determining whether blighting factors exist within the proposed Urban Renewal survey boundary. This methodology included a detailed literature review of adopted plans and reports, an analysis of County Assessor records and GIS databases, and a field visit. Field work was supplemented by GIS technology that geolocated and recorded potential blighting factors throughout the survey area. Maps were created for each blighting factor identified within the survey area, illustrating which parcels contain, or are in proximity to, statutorily defined blighting factors. These maps represent the layered information gathering approach used in this report to ensure that each blighting factor was thoroughly analyzed.



Evaluation of Blighting Factors

Defining Blighting Conditions

Colorado Revised Statutes 31-25-103 states that for an Urban Renewal Plan area to be established, there must exist certain conditions known as "blighted area factors" (Blighting Factors). State statute defines eleven separate factors for blight. The law indicates that if four or more of these factors are found in an area of the municipality, that area may be declared blighted and qualify for urban renewal treatment[3].

Blighted Area Factors Defined:

a) Slum, deteriorated, or deteriorating structures
b) Predominance of defective or inadequate street layout
c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
d) Unsanitary or unsafe conditions
e) Deterioration of site or other improvements
f) Unusual topography or inadequate public improvements or utilities
g) Defective or unusual conditions of title rendering the title nonmarketable;
h) The existence of conditions that endanger life or property by fire or other causes
i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities
j) Environmental contamination of buildings or property
k) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

These eleven factors define the "conditions" that are arresting the municipality's sound development. Per statute, these factors give "reason" to declare an area "blighted", provided that a specific number of factors are identified. The presence of at least four of these conditions satisfies the state statute defining an area blighted.

This Conditions Survey will unpack each blighting factor to describe various real world "conditions" that indicate the presence of said factor. Only one factor need be identified for a municipality to declare the need to establish an urban renewal authority. An Urban Renewal Plan or Project requires at least four factors identified within its boundaries. It is the culmination of four or more blighting factors which indicate that renewal activities should be applied within the proposed project area.

Blighting Factors were identified based on an objective analysis and urban renewal best practices. The following sections outline the blighting factors found to exist within the survey area. Blighting factors that were not identified are excluded from this report.

[3] In addition to this list, C.R.S. 31-25-103(2) lists a twelfth condition. This final condition only applies when there is unanimous agreement among affected property owners that their properties can be included in an Urban Renewal Area. In this occurrence, only one blighting factor from the list of eleven needs to be identified to declare the area blighted.

Factor (a) – Slum, Deteriorated, or Deteriorating Structures

Description:

This factor refers to the current condition of structures in the survey area as a whole. When the physical condition of structures in an area foment negative perceptions and a corresponding decline in values, it typically signals the existence of this factor. Conditions that would justify the inclusion of this factor in an area may include:

- A deterioration of the building elements, such as cladding, fenestration, roofing, overhangs, fascia and soffit, or the foundation of a structure
- A deterioration of outside elements such as fencing, gates, fire escapes, outdoor lighting, loading areas, gutters and downspouts
- Vacant lots or high vacancy rates in the offices/businesses/apartments are evidence this factor exists in an area
- Decline in property value over time

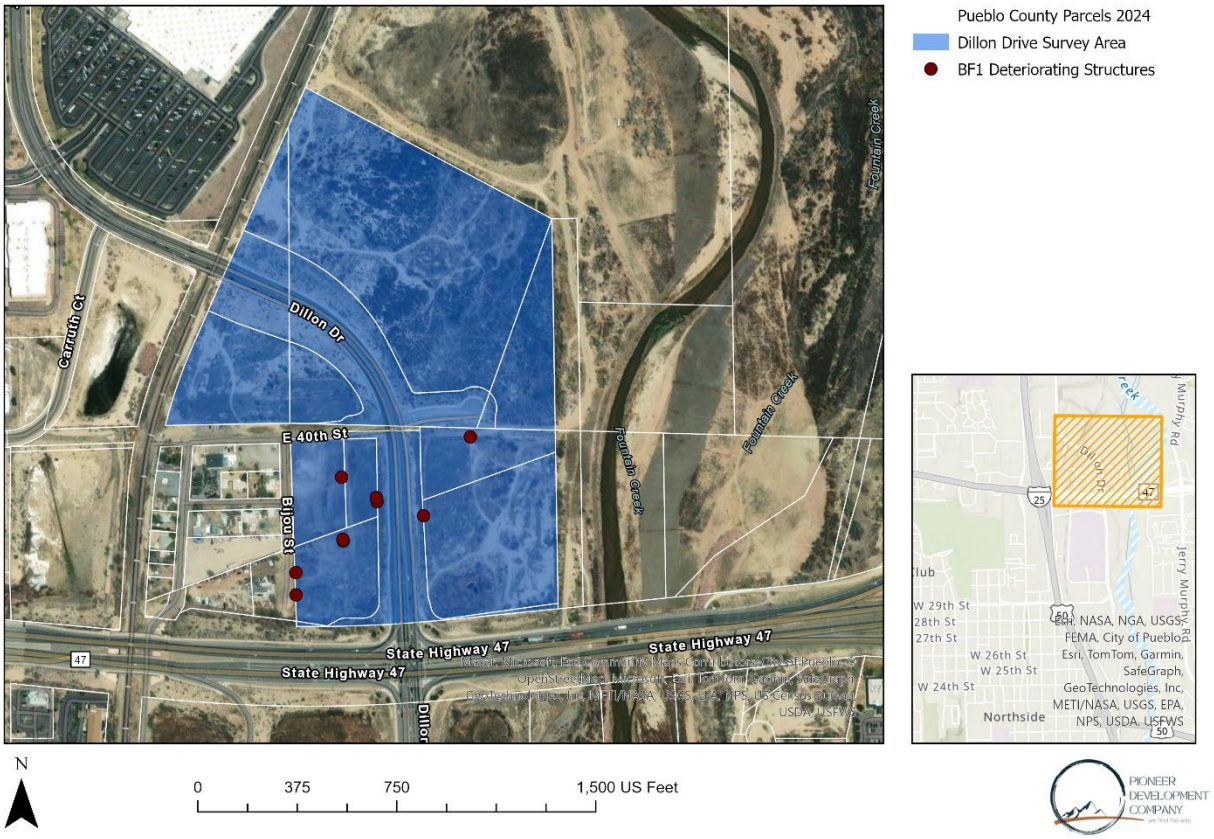
Findings

Vacant land is the predominant characterisitic throughout the survey area. However, there were some deteriorating structures identified during the field visit, especially on the parcels nearest Bijou Street. The field visit identified a deteriorating residential structure, deteriorating fencing along the site, and obvious vacant lots.

The other conditions identified during the site visit included landscaping and fencing deterioration. The site is clearly underutilized, with weeds and tall grasses dominating the landscape. There were a few fences identified around the perimeter of the area that have also fallen into disrepair. The three parcels to the west of Dillon Drive have dilapidated fencing along the various property lines while the two parcels to the east of Dillon Drive have fencing around the perimeter of the property which is in disrepair. The wired fencing has been pried apart in areas, while other sections are no longer standing upright.

The frequency of deterioration of the structure and fencing indicates the presence of this blighting factor.

Blighting Factor (a) - Deteriorating Structures









Factor (b) – Predominance of Defective or Inadequate Street Layout

Description:

This factor refers to surface transportation conditions throughout the survey area. Surface transportation conditions may include road surface quality, the location or existence of streets and sidewalks, multi-modal improvements, traffic safety infrastructure, ingress/egress locations, and emergency access considerations. If surface transportation conditions exist that negatively impact sound development, redevelopment, or threaten safety, the survey includes this factor in its catalogue. Examples of this factor include:

- Inadequate street widths
- Lack of streets, dead ends
- Overall faulty layouts that impede vehicular access and internal circulation
- Inadequate Traffic Safety facilities
- Streets that exhibit high degrees of traffic or accidents
- Streets that are in need of repair or reconstruction
- Poor emergency access or active transportation

Findings

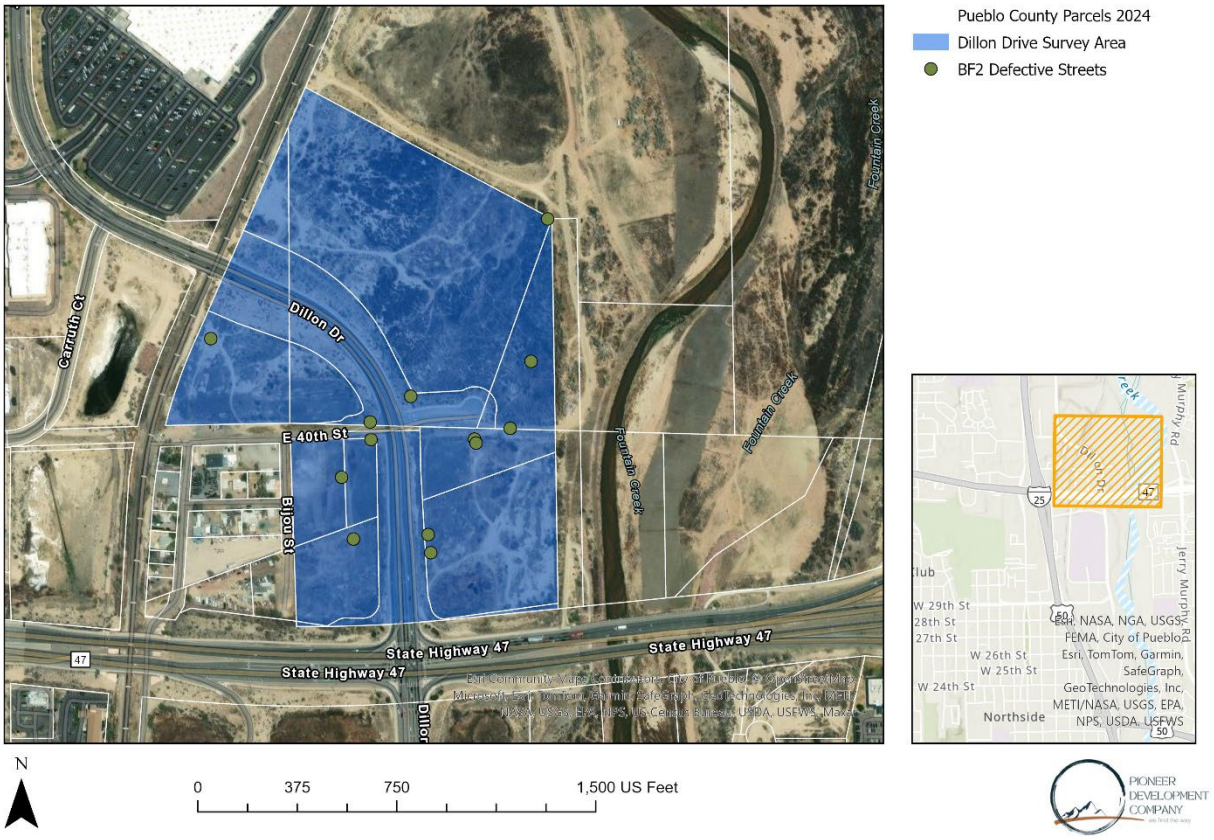
The survey area exhibited inadequate street networks, lack of streets, inadequate traffic safety facilities, streets that exhibit high degrees of traffic, streets in need of repair, poor emergency access and poor active transportation. Field work frequently identified conditions indicating the presence of this blighting factor.

Despite being a large area bounded by some of the City's busiest arterials, there are no paved internal streets or parking lots within the subject parcels. The three parcels to the west of Dillon Drive have no connecting streets or infrastructure with the existing surrounding network and are inaccessible by vehicle. This inaccessibility and lack of infrastructure also yields faulty lot layouts and poor emergency access. Active transportation facilities are non-existent, which may create future development issues given the area's proximity to major arterials and Fountain Creek.

The parcels east of Dillon Drive do not directly access the surrounding road network. Ingress and egress points will need to be constructed, and access permits acquired. The northern parcel to the east of Dillon Drive has one street connection with the existing network, but it is a dead-end route with the concrete surface stopping abruptly at the vacant lot. There is then a dirt road which accesses the internal areas of the site, but this road is dirt and would need to be reconstructed. Access is further complicated because of steep topography and grades within the site area.

The survey area is divided by Dillon Drive which is a busy connector street, with 4 lanes of traffic and a center turning lane. The intersection between Dillon Drive and East 40th Avenue in the north section of the survey area is a two way stop intersection with the stop signs on 40th Avenue that funnel out onto the busy road of Dillon Drive. Future development of the area will likely trigger traffic safety improvements throughout the area, which are absent currently. The street conditions and lack of improvements signal this factor's presence.

Blighting Factor (b) - Defective Streets













Factor (c) – Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness

Description:

This factor refers to shapes, layout and sizes of lots that complicate sound development and the usefulness of the property. Common conditions that indicate this factors presence in a survey area includes:

- Impractical Lot Layouts
- Narrow, Irregular, or Oddly Shaped Parcels
- Parcels Too Large or Too Small to Facilitate Development
- Lot Configurations that Yield Unproductive Conditions on the Land as Exhibited by Misuse or Nonuse
- Easements or Setbacks that Yield Unproductive Conditions on the Land as Exhibited by Misuse or Nonuse.

Findings

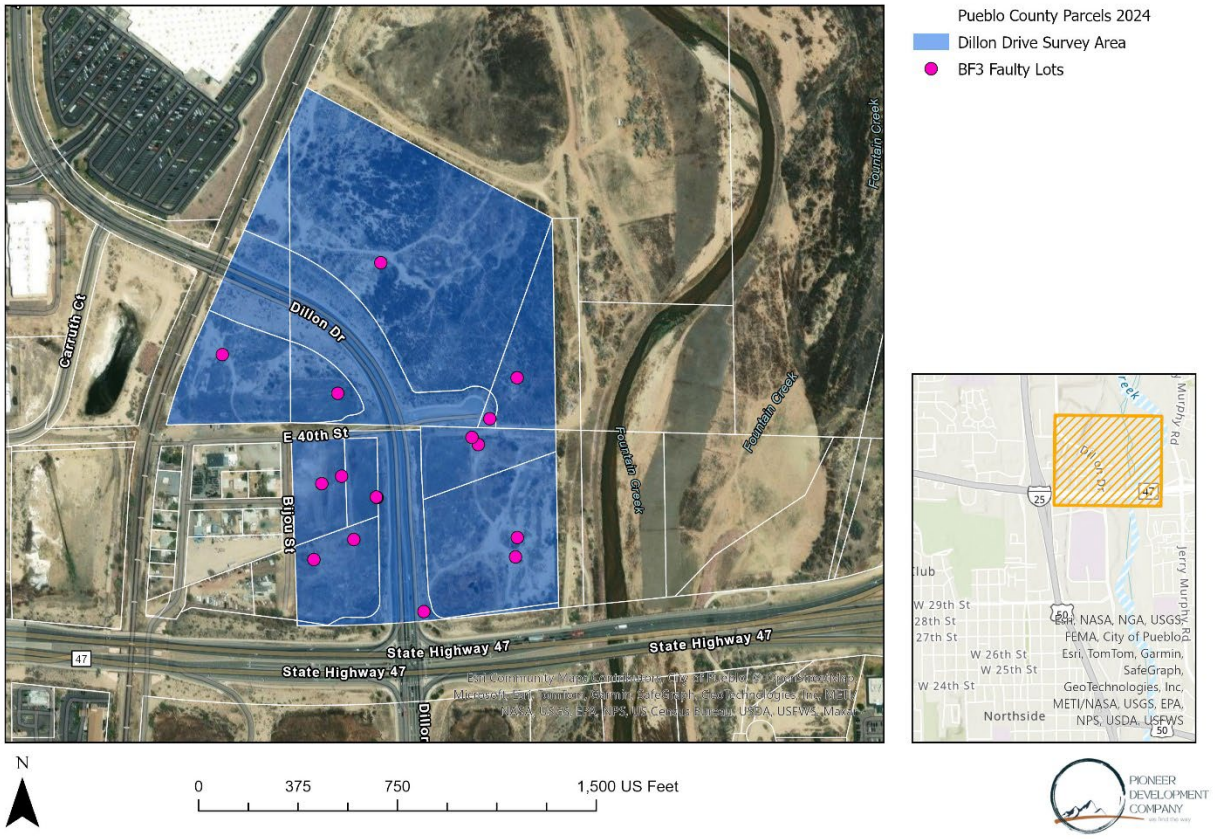
The survey area features fourteen parcels, all of which exhibit narrow, irregular, or oddly shaped features. These features and their corresponding nonuse and misuse conditions underscore this factor's presence.

Each of the 14 parcels in the survey area are irregular and oddly shaped. The parcels are non-rectangular, with diagonal lot lines and narrow parcels. The ROW parcel(s) encompassing Dillon Drive contributes to the odd shapes of the surrounding parcels. There are a few framented parcels throughout the area, too small to be developable. Lot consolidation or boundary adjustments may be required to adequately activate the property for development.

This blighting factor is often identified not simply by parcel shape, but also the nonuse or misuse of the parcels. These corresponding conditions characterize the parcels evaluated by this conditions survey. Each parcel is vacant and underutilized within the survey area, suggesting that the current parcel configurations yield unproductive development conditions. The large parcel in the survey area's northern extent

The evidence of parcel irregularity, nonuse, and misuse on the survey area exemplify this factor.

Blighting Factor (c) - Faulty Lots







Factor (d) – Unsanitary or Unsafe Conditions

Description:

This factor refers to a multitude of unsanitary, unsafe or hazardous conditions. The commonality is that these conditions contribute to hazards that could have an adverse effect on the health, safety or wellbeing of the public. This factor shares similarities to conditions one (1), five (5), eight (8), nine (9) and ten (10). Conditions that would justify the inclusion of this factor in an area may include:

- Floodplain or flood prone areas
- Poor storm water drainage areas
- Cracked or uneven sidewalks
- Hazardous materials
- Hazardous geology or soil conditions
- Dangerous traffic or pedestrian conditions
- High crime statistics
- Facilities are prone to fire dangers
- Environmental contamination
- Inadequate utility systems
- Water scarcity and lack of water and sewer infrastructure
- Evidence of vandalism or homelessness
- Steep topography
- Trash, debris and noxious weeds

Findings

This factor includes multiple conditions identified within the survey area. The conditions include floodplain, poor storm water drainage areas, inadequate utility systems, lack of sewer infrastructure, evidence of homelessness, steep topography, and the presence of trash and weeds.

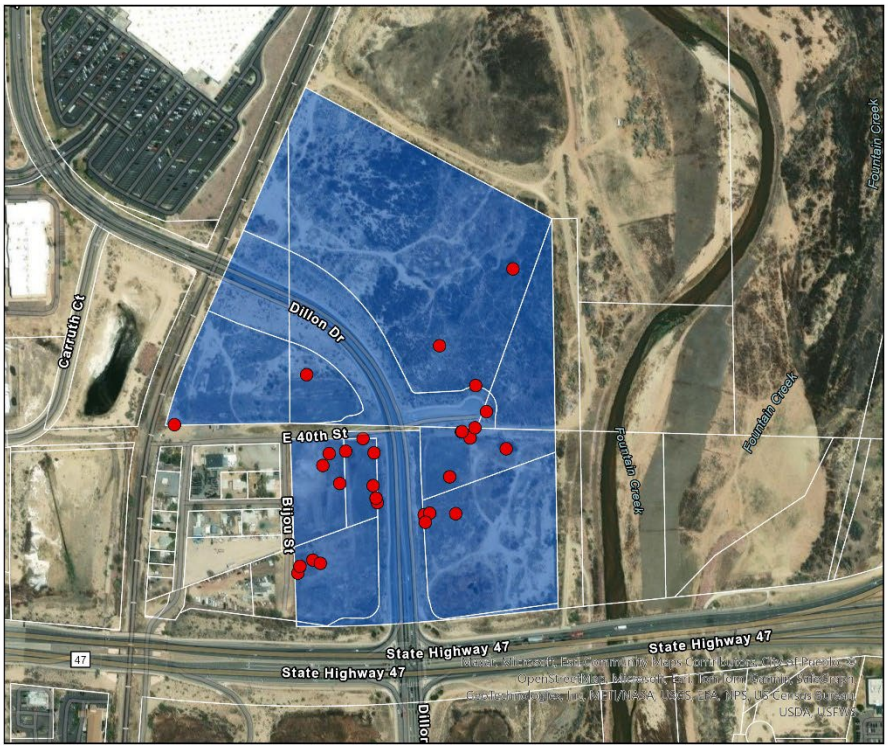
The most notable condition under this blighting factor is the floodplain. Nearly all of the survey area falls within the 100-year floodplain, as designated by FEMA's Special Flood Hazard Area AE. The area is near Fountain Creek, and portions of its easternmost parcel touch or overlap with this floodway. The fact that this survey area falls within the 100-year floodplain marks this blighting factor's presence.

There are other conditions that were also identified during fieldwork. The survey area lacks storm water drainage systems, a major concern to future development because of the floodplain. There is also no central infrastructure or utilities within the surveyed parcels. Trash and debris were frequently observed scattered throughout the survey area also. It appeared that portions of the site have been used for dumping trash and establishing homeless encampments. During fieldwork, PDC was approached by service workers warning about the large homeless encampment on the northernmost property. The trash in this area was prolific.

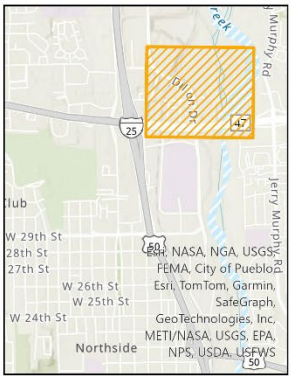
Steep topography and noxious weeds were another condition highlighting the presence of this factor. The survey area has steep topography on either side of Dillon Drive. Steep topography was especially prevalent in the southern parcel to the east of Dillon Drive. In addition to steep topography, noxious weeds are present throughout the site. The land has been vacant so various types of weeds have grown and spread.

These conditions, especially the presence of the 100-year floodplain, underscore the presence of this factor.

Blighting Factor (d) - Unsanitary/Unsafe Conditions



Pueblo County Parcels 2024
Dillon Drive Survey Area
BF4 Unsafe/Unsanitary Conditions



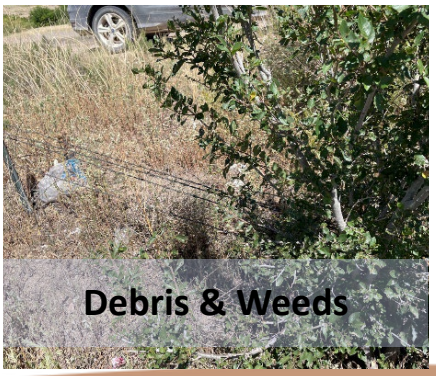
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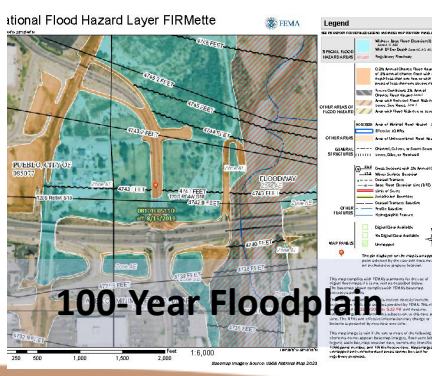
0 375 750 1,500 US Feet

PIONEER DEVELOPMENT COMPANY









100-Year Floodplain

Factor (e) – Deterioration of Site or Other Improvements

Description:

This factor considers conditions of the site or its infrastructure. It is similar to factor two (2) and four (4), in that it focuses on the deterioration of exterior elements, and/or the current condition of public infrastructure. A visual deterioration of exterior elements, or a decline of public infrastructure, are examples of this factor. Private land and/or structures that have fallen into disrepair or are damaged also exhibit this factor. Conditions that would justify the inclusion of this factor in an area may include:

- Poor condition of streets or sidewalks
- Signage, such as billboards, that has fallen into disrepair
- Neglected Landscaping
- Damaged or missing public utilities
- Abundance of trash, debris or noxious weeds.

Findings

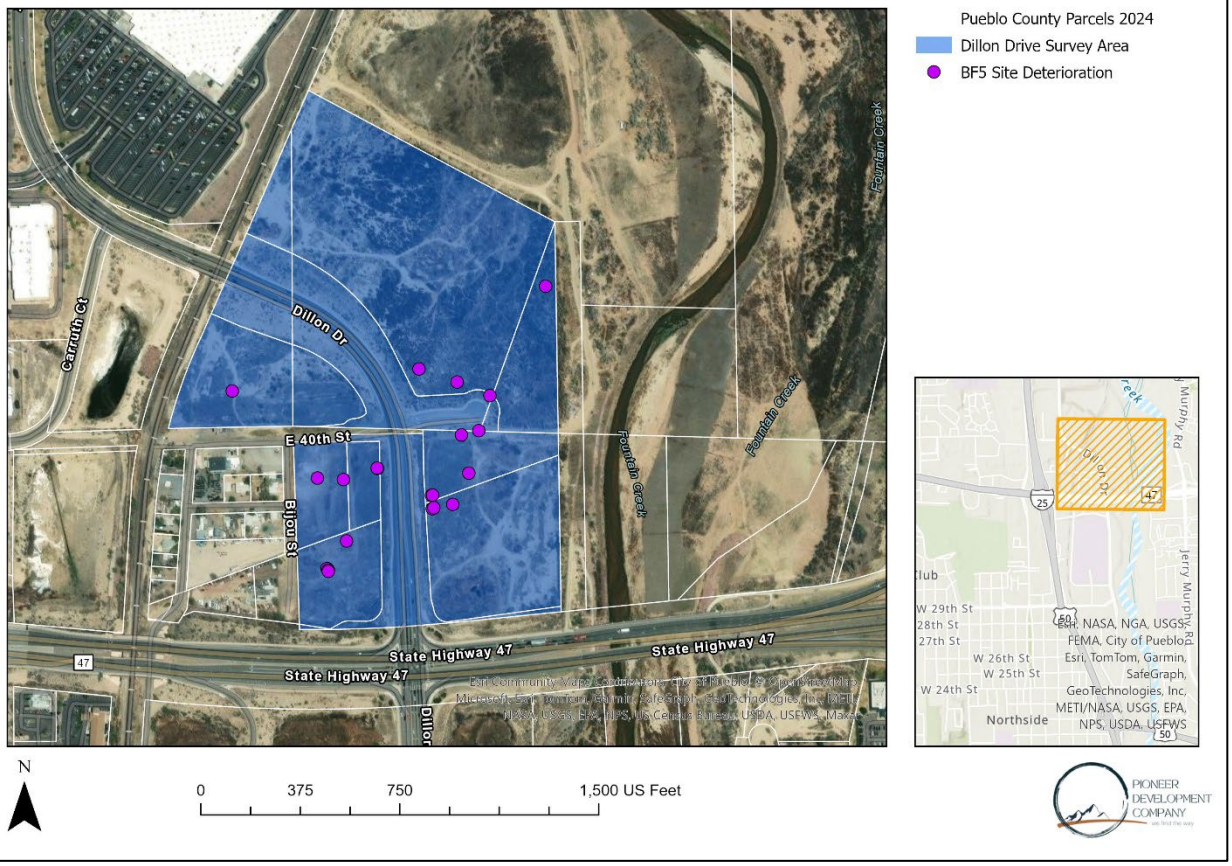
This factor includes conditions that contribute to a negative perception throughout the survey area. These conditions may include deteriorating outside elements such as signage, trash and debris, neglected landscaping, and missing public infrastructure. Many of these conditions were also identified in Factor 1 and Factor 4.

Neglected landscaping and missing public utilities were evident in the study area and highlight the presence of this factor. The survey area exhibits neglected landscaping, as evidenced by the deteriorating fencing, trash and debris piles, and overgrown weeds. Public utilities such as water and sewer infrastructure are missing, as mentioned in Factor 4. Streets that have fallen into disrepair also exhibited weeds growing through cracks in the asphalt or overgrowing the ROW.

Sign disrepair was present in the survey area on multiple parcels with dilapidated 'for sale' signs. The signs have evidence of weathering, peeling paint, and neglect.

The combination of signage disrepair, neglected landscaping, damaged or missing public utilities, and trash, debris, and weeds in the survey area justified this blighting factor's inclusion.

Blighting Factor (e) - Site Deterioration

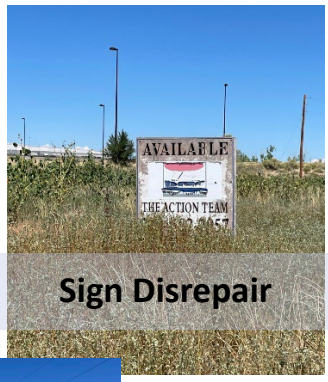




Damaged Utility



No Landscaping



Sign Disrepair



Site Deterioration



Poor Street Conditions

Factor (f) – Unusual Topography or Inadequate Public Improvements or Utilities

Description:

This factor refers to unusual topography or lack of public infrastructure that have the effect of arresting sound development in a study area. Areas that exhibit steep grades which cause development to be incompatible or unprofitable would fall under this factor. Properties that are lacking public infrastructure, or are served by deteriorating public infrastructure, would also fall under this factor. This factor shares aspects of factors two (2), four (4) and five (5). Conditions that justify the inclusion of this factor in an area may include:

- Steep slopes or unusual terrain
- Overhead utilities in need of repair
- Deteriorating parking lots, street surfaces, sidewalks
- Poor storm water drainage facilities
- Lack of central sewer or water
- Lack of internal street network
- Broken or inadequate street lighting

Findings

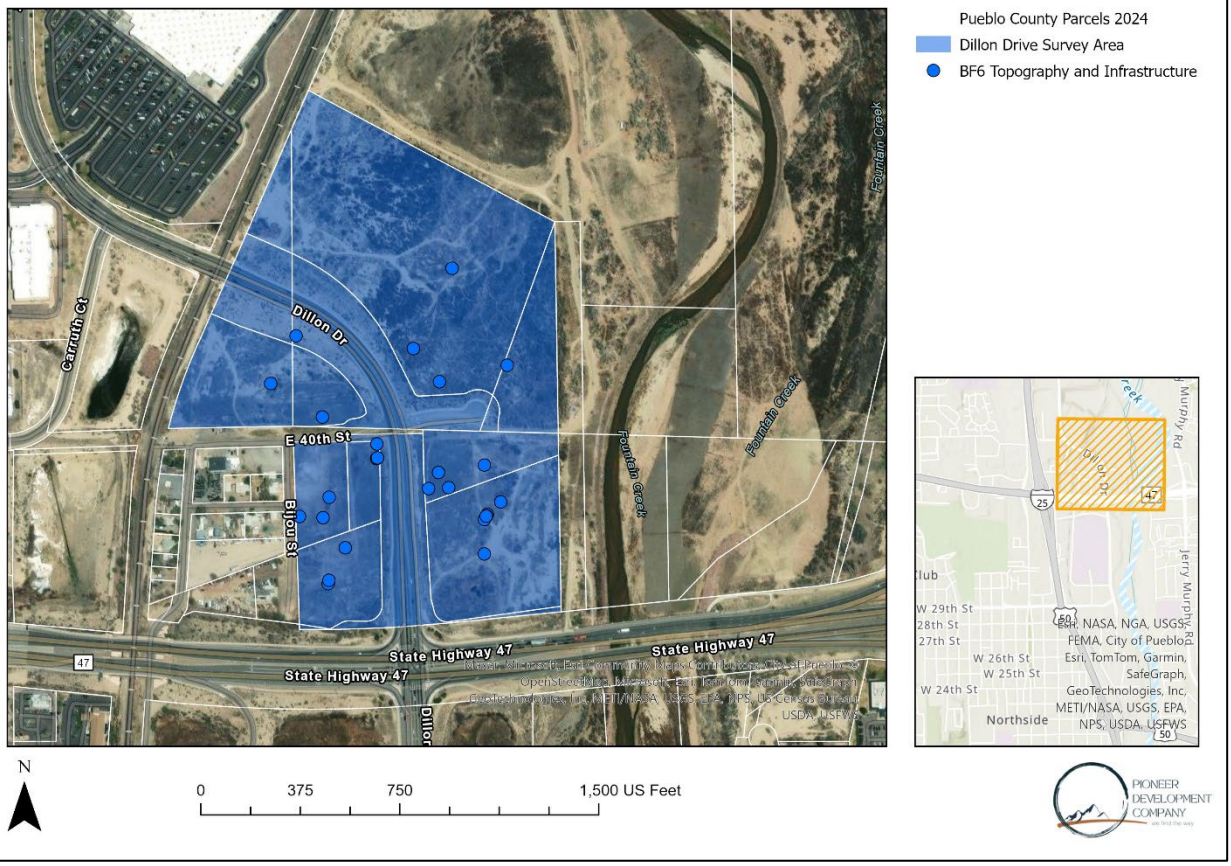
Blighting factors two (2), four (4) and five (5) identified conditions that also underscore the presence of blighting factor six (6) within the survey area. Inadequate public improvements or infrastructure, such as the missing road networks in factor two (2), and missing stormwater facilities identified in factor four (4) also serve as examples of blighting factor six (6).

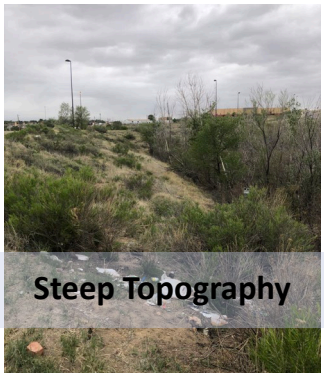
The survey area has varying topography which is especially apparent in the areas abutting Dillon Drive. The large parcel in the survey's northern limits experiences a signifcant depression from the roadway, so much so that substantial grading and stormwater infrastructure will be required for future development. This undulating topography was also exhibited in southern parcel to the east of Dillon Drive and along parcels adjacent to Fountain Creek. The terrain of the entire survey area is at a lower level than Dillon Drive and Highway 47, which explains why this area falls within the 100-year floodplain.

In addition to steep slopes, the area is missing public infrastructure necessary for redevelopment. These vanant properties are large in terms of acreage, and central services and roadways will need to be extended in order to activate the properties. Extending these services will be challenging on account of the steep and varied infrastructure. The floodplain also presents development challenges for extending this infrastructure.

The presence of each of these conditions justifies this blighting factor's inclusion.

Blighting Factor (f) - Topography and Infrastructure











Factor (j) – Environmental Contamination of Buildings or Property

Description:

This factor refers specifically to the environmental contamination of buildings or property. In this regard, it shares many similarities with factors four (4) and eight (8). Conditions that would justify the inclusion of this factor in an area may include:

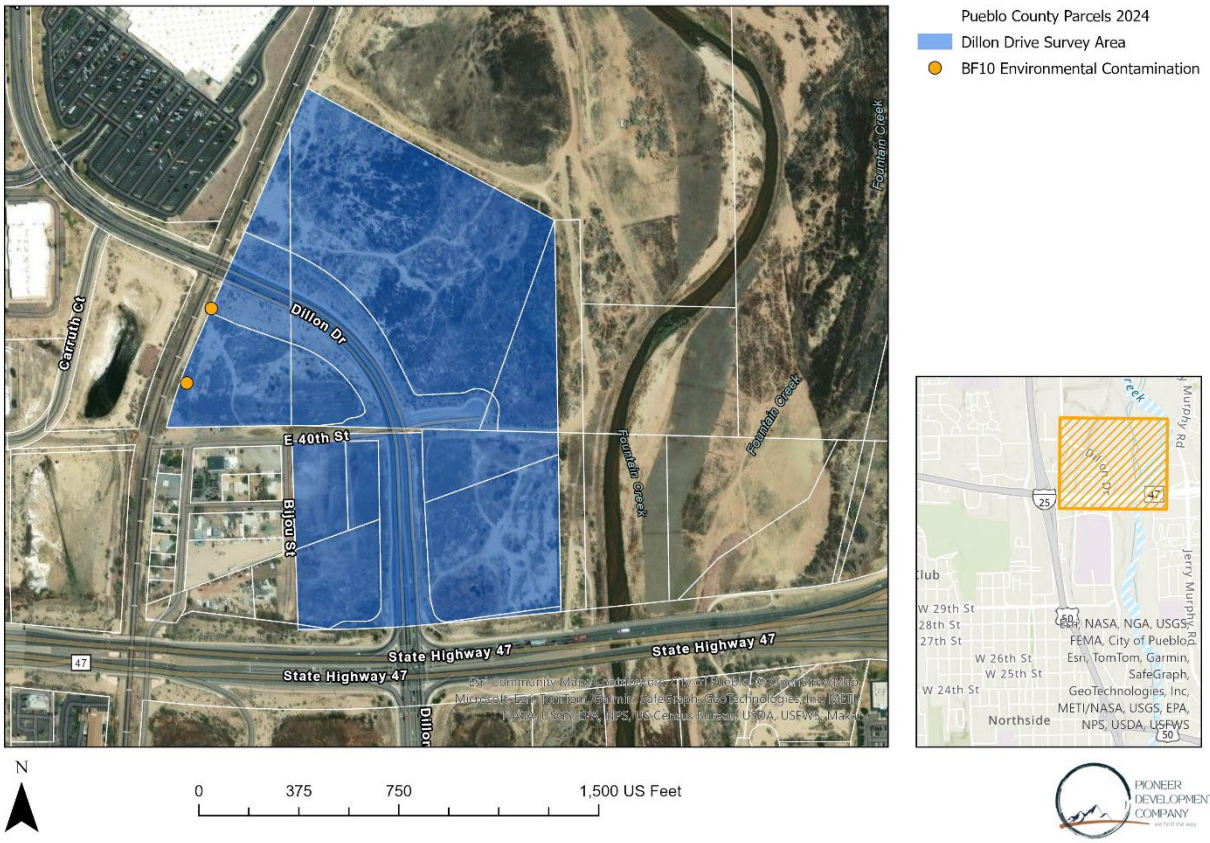
- The presence of hazardous materials in buildings or property

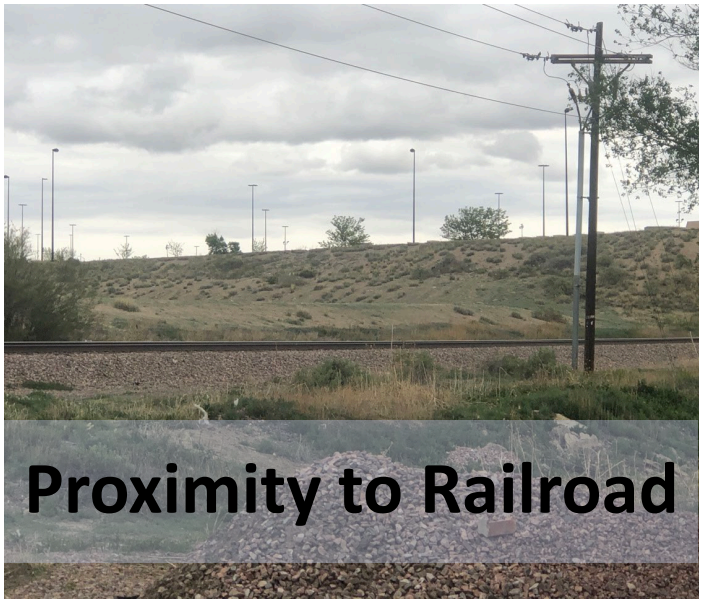
Findings

The Plan area includes a feature that yields a propensity for environmental contamination. The feature is a railroad corridor that transects the Plan area's western boundary. Railroad lines can contaminate surrounding soils with hazardous materials. Railroad operations often lead to the presence of Recognized Environmental Contaminants (RECs) through various means, including contaminants such as creosote, metals and petroleum products. There is also a propensity for soil contamination to occur from debris/spills associated with railroad activity. This contamination can be the result of years of use, spills, or former maintenance of the lines. The soil contamination may require remediation efforts along the rail line, which can complicate future development within the area. The presence of a railroad is often enough evidence to warrant the inclusion of this factor, even without Phase 1 or Phase 2 Environmental Site Assessments.

These potential contaminants present challenges for redeveloping the properties adjacent to the rail corridor. Remediation efforts for contaminated soil can be costly and time-consuming, impacting project timelines and budgets. Additionally, depending on the severity of the contamination, the developer may be required to implement specific mitigation strategies during construction to protect workers and future residents. Therefore, Phase 1 and Phase 2 Environment Site Assessments are advisable before development commences. These tests will determine the extent of the blighting factors and whether a remediation plan is necessary.

Blighting Factor (j) - Environmental Contamination





Factor (k.5) – The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

Description:

This factor references a broad category of health, safety and welfare factors. The common conditions for this factor to be present are instances where high levels of municipal service are required, substantial physical underutilization of property is exhibited, or high levels of vacancy are common. Vacancy can include land, buildings, or tenancy. This factor shares similarities with many of the factors on this list. Conditions that would justify the inclusion of this factor in an area include:

- Numerous vacant buildings or property throughout the area
- Evidence of underutilized buildings
- Underutilized or vacant sites
- Broken or inadequate street lighting

Findings

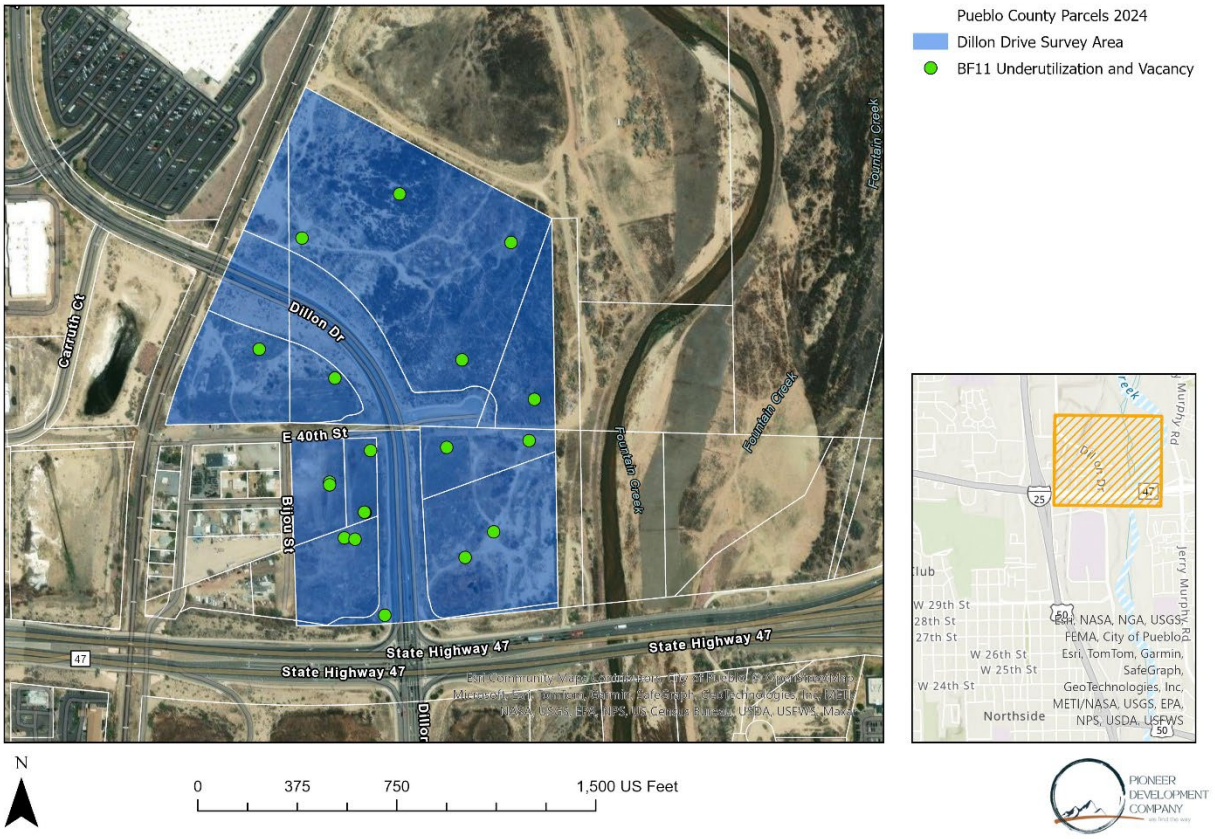
The survey area is characterized by vacant and underutilized parcels throughout its ~46.5 acres. This vacancy and underutilization are conditions that fall under Blighting Factor k.5.

Each of the 14 parcels in the survey area are vacant and underutilized. The parcels have been vacant for an extended amount of time which has allowed noxious weeds to grow and trash to be dispersed throughout. The one structure present in the survey area is vacant and underutilized which has further progressed its dilapidation and disrepair.

It should be noted that this vacancy is unique to the surrounding area. Development is occurring adjacent to the proposed Plan area, and also to the southwest. The fact that development is occurring around this survey area indicates that the market would support development in this location. Dillon Drive also represents a major infrastructure improvement, with four lanes separated by an island within the survey area. This infrastructure is designed in a way that anticipates development, but at the moment, it appears oversized and out of place. The surrounding development pressure and presence of large arterials highlight the fact that blighting factors are arresting sound development from occurring in this location.

The level of vacancy and underutilization is direct evidence for the inclusion of this blighting factor.

Blighting Factor (k.5) - Underutilization or Vacancy











Conclusion

This Conditions Survey catalogs the presence of statutorily defined blighting factors within the proposed Dillon Drive Urban Renewal Plan area. This report was designed to assist Pueblo URA in determining whether this area is 1) eligible for urban renewal projects and activities, and 2) that the proposed boundary is drawn as narrowly as possible.

This Conditions Survey identified eight (8) blighted area factors as defined by Colorado's Urban Renewal Law, within the City's municipal limits. The presence of eight blighting factors meets the requirements outlined in (C.R.S. 31-25-104), in which at least four blighting factors must be present for that area to be declared "blighted" and therefore eligible to be designated as an Urban Renewal Plan area.

The proposed boundary also meets the statutory recommendation of "being drawn as narrowly as possible". The proposed boundary includes 14 parcels with multiple blighting factors present on each parcel.

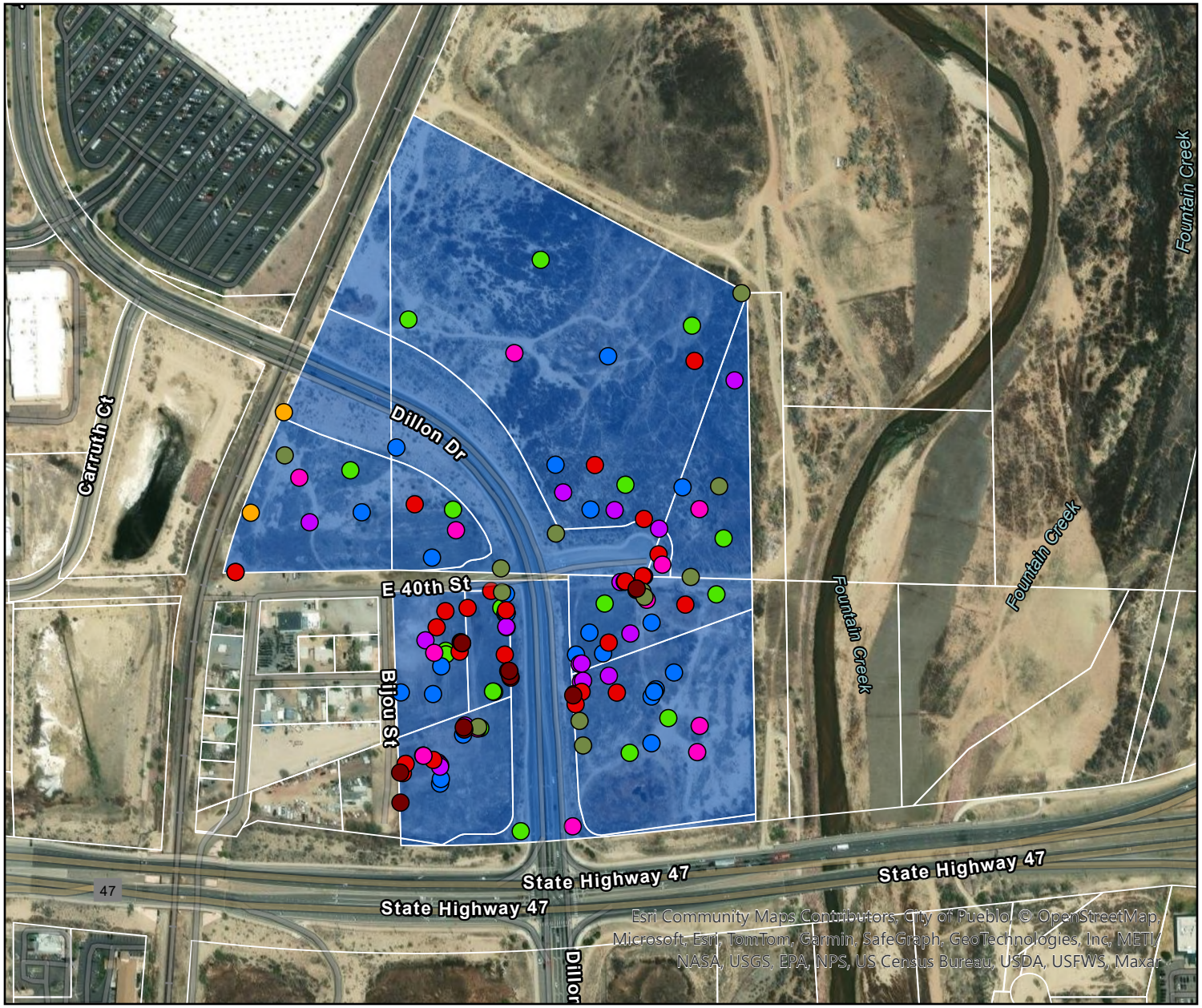
This Conditions Survey finds that the proposed Dillon Drive Urban Renewal Plan area can be declared a "blighted area" as defined by Colorado's Urban Renewal Law and therefore qualifies for urban renewal treatment.

Appendix

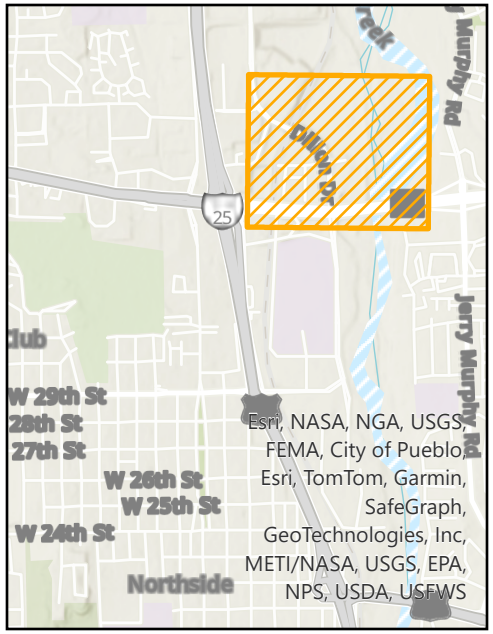
Conditions Survey Maps

FEMA Flood Insurance Rate Map

Conditions Survey - Blighting Factors Map



- Pueblo County Parcels 2024
- Dillon Drive Survey Area
- BF1 Deteriorating Structures
- BF2 Defective Streets
- BF3 Faulty Lots
- BF4 Unsafe/Unsanitary Conditions
- BF5 Site Deterioration
- BF6 Topography and Infrastructure
- BF10 Environmental Contamination
- BF11 Underutilization and Vacancy



N

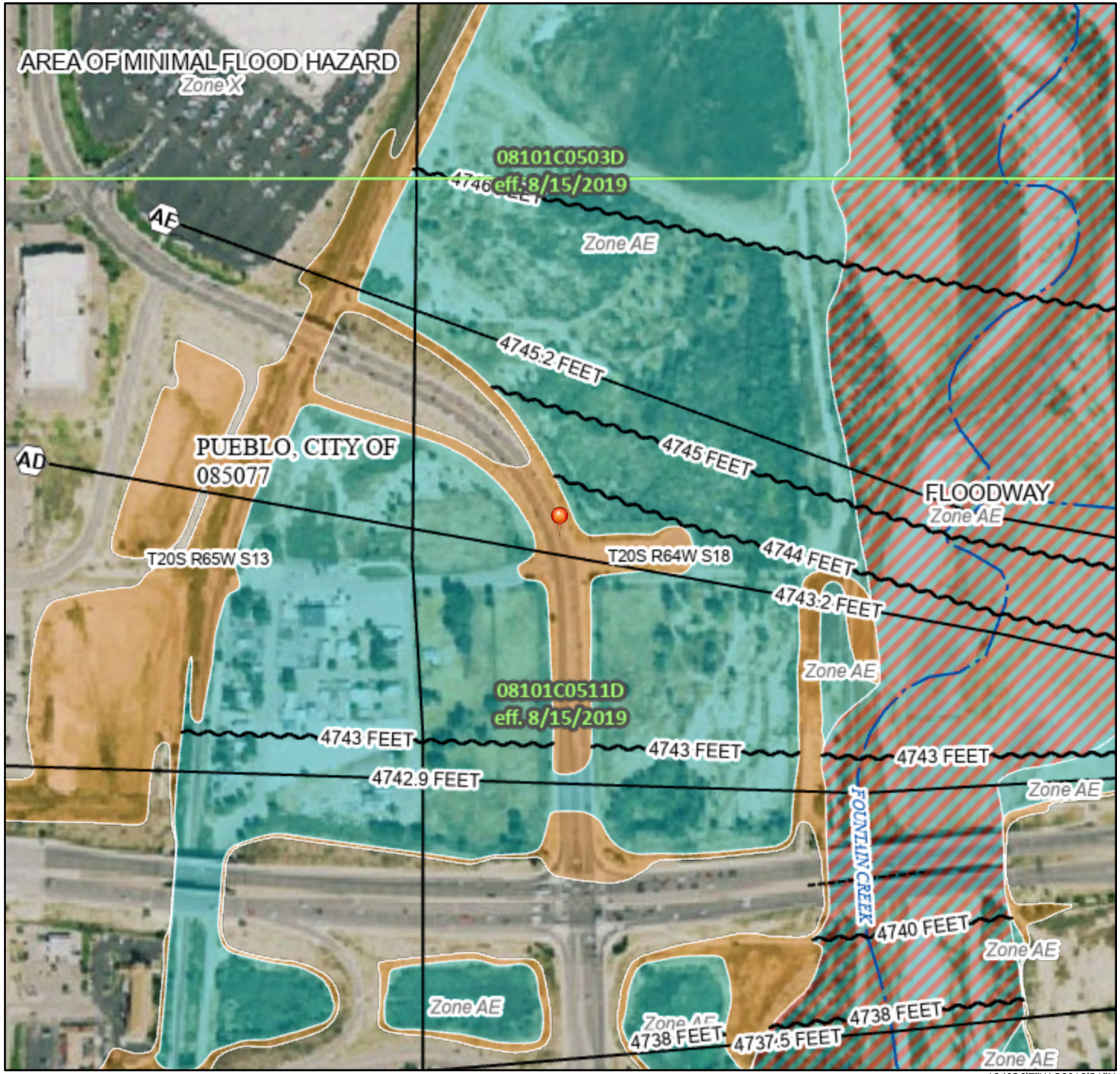
0 375 750 1,500 US Feet

PIONEER DEVELOPMENT COMPANY
we find the way

National Flood Hazard Layer FIRMette

FEMA

104°36'44"W 38°18'50"N



104°36'7"W 38°18'21"N

Feet

0 250 500 1,000 1,500 2,000

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/25/2024 at 11:58 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

TO: Jerry Pacheco, Pueblo Urban Renewal Authority
Cherish Deeg, Pueblo Urban Renewal Authority
FROM: Andrew Arnold, Pioneer Development Company
DATE: May 4th, 2025

RE: Dillon Drive Urban Renewal Plan Conditions Survey

Dear Jerry and Cherish,

This letter is in reference to the proposed Dillon Drive Urban Renewal Plan and its eligibility for Urban Renewal treatment. This letter's purpose is to affirm that the blighted area factors, as defined by C.R.S. 31-25-103.2, and catalogued in the July 25, 2024 Conditions Survey Study, still exceed the statutory threshold of conditions necessary for the Plan area to be eligible for Urban Renewal Treatment. The proposed Plan area has undergone preliminary development since our July 25th, 2024 Conditions Survey was completed. That development work has mitigated some of the blighted area factors originally catalogued. However, this development commenced under the assumption that PURA and its partnering taxing entities will approve the Dillon Drive Urban Renewal Plan. The development also assumed that this work, which is mitigating blighted area factors, would be reimbursed with tax increment generated by the Dillon Drive Urban Renewal Plan's future development. This letter seeks to explain to which conditions have been successfully mitigated by the developer, and which conditions remain within the proposed Urban Renewal Plan area.

On July 25th, 2024, I submitted a Conditions Survey study to the Pueblo Urban Renewal Authority (PURA) that analyzed statutorily defined blighted area factors within the proposed Dillon Drive Urban Renewal Plan area. This Plan area included ~46.5-acres and, according to the City's Planning Dept., nine (9) parcels. The Conditions Survey identified eight (8) of the eleven (11) statutorily defined factors listed in C.R.S. 31-25-103.2, meaning the Dillon Drive Urban Renewal Plan area is eligible for Urban Renewal treatment. These conditions included: deteriorating structures, inadequate internal street layouts and the need to reconstruct dirt roads serving the area's northern parcels, irregular shaped lots, unsanitary and unsafe conditions, site deterioration, lack of public utilities serving the interior parcels, environmental contamination risks associated with the adjacent railroad lines, and underutilization and vacancy. These eight (8) identified factors exceed statute's four blighted area factor threshold, meaning that the proposed plan area is eligible for Urban Renewal Treatment.

Nearly two years after this study was submitted, the Pueblo Urban Renewal Authority and the City of Pueblo now are seeking to officially establish the Dillon Drive Urban Renewal Plan. I've been asked to submit this letter stating whether the proposed Plan area's blighting factors are still present, and if any are now mitigated, whether the proposed Plan area still qualifies for Urban Renewal treatment.

The Dillon Drive Urban Renewal Plan still qualifies for Urban Renewal treatment. Only one of the eight identified blighting factors identified in 2024 has been mitigated. The development team, by beginning its site work, have removed all deteriorating building improvements within the Plan area. This effectively removes Blighted Area Factor (a), "Slum, Deteriorated, or Deteriorating Structures". This change leaves the proposed Plan area with seven (7) remaining blighted area factors. PDC returned to the site last month and can confirm that all seven factors remain present within the boundaries of the Plan area. As previously stated, the developer is moving forward with site work under the assumption that this Plan will be approved by PURA and its partnering taxing entities. The purpose of the Dillon Drive Urban Renewal Plan is to remediate the remaining blighting factors, and without that Plan and its incentives in place, it is unlikely that the properties in this area can remove these conditions arresting sound development.

If you have any questions or need additional details regarding this opinion, please do not hesitate to reach out to me. Thank you for the opportunity to work with you, PURA, and the Pueblo Community.



Andrew Arnold
Founder | Principal
Pioneer Development Company
Durango, Colorado
856.625.6564
andrew@pioneerdevelopmentcompany.com

REDEVELOPMENT AND REIMBURSEMENT AGREEMENT
(AKN ENTERPRISE, LLC – Dillon Drive Urban Renewal Project)

1.0 PARTIES. The parties to the Agreement dated the 29th day of July, 2025 (the "Agreement") are the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "Authority") and AKN ENTERPRISE LLC, a Colorado limited liability company (the "Developer"). The Authority and the Developer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

2.0 RECITALS. The Recitals to the Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.

2.1 Capitalized Terms and Exhibits. Unless otherwise indicated, all capitalized terms used in this Agreement are defined in Section 4.0. The following Exhibits are incorporated in and made a part of this Agreement for all purposes.

Exhibit A. Description of the Property.

Exhibit B. Development Proposal.

Exhibit C. Eligible Costs and Eligible Improvements.

2.2 The Urban Renewal Plan. On or about August 25, 2025, the City Council of the City of Pueblo, Colorado (the "City") will consider approving the Dillon Drive Urban Renewal Plan (the "Plan"). Upon approval, the Plan will be carried out by the Authority in cooperation with the City and in furtherance of the objectives of the Colorado Urban Renewal Law (the "Act"). Notwithstanding any language in this or any other agreement, the rights and obligations of the Parties herein shall only be binding and enforceable upon approval of the Urban Renewal Plan.

2.3 The Property and Development Plan. The property described in Exhibit A (the "Property") is owned by the Developer and is included in the proposed Urban Renewal Area described in the Plan. The Developer proposes to redevelop the Property substantially in accordance with Exhibit B (the "Development Proposal") and the provisions of this Agreement. The Developer's motivation and submission of its proposal for redevelopment are directly related to inclusion of the Property in the Urban Renewal Area. All actions by the Parties related to changes in zoning, land use, platting, design and installation of public improvements (including utilities), the Developer's agreements with the City required to carry out the Development Plan, the financing obligations of the Parties, and all other activities and undertakings described in this Agreement and related agreements with the City and other entities are intended to carry out the Urban Renewal Project in accordance with the Act and the Plan.

2.4 Purpose. This Agreement is part of the Urban Renewal Project contemplated by the Act and the Plan and, upon approval of the Plan by the City Council may be submitted to the Pueblo County Assessor by the Authority as evidence of a direct relationship between the Authority's redevelopment efforts and the receipt of property tax allocation revenues described in Section 31-25-107(9) of the Act. The purpose of this Agreement is to (a) combat, prevent, and eliminate conditions of blight in the Urban Renewal Area, including, without limitation, removal of the Property from the flood plain, and otherwise implement and further the purposes of the Act and the Plan; (b) further the policy of the City to provide or preserve gainful employment for citizens of the City; (c) develop, construct, preserve, and improve the quality of public and private improvements in the Urban Renewal Area; (d) afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise; and (e) accomplish redevelopment of the Property by facilitating the construction of the Improvements. Such Improvements are expected to further the purposes and goals of the Plan and Urban Renewal Project.

3.0 TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as set forth in this Agreement.

4.0 DEFINITIONS. Unless a different meaning clearly appears from the context, the following definitions apply to capitalized terms in this Agreement.

"Act" means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 of the Colorado Revised Statutes.

"Agreement" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to the Agreement unless otherwise qualified.

"Authority" means the Party identified in Section 1.0, and its successors and assigns.

"Base Value" means the base assessed value of taxable property in the Urban Renewal Area for determining Pledged Property Tax Increment Revenue each year during the Term as calculated and adjusted by the Pueblo County Assessor in accordance with the Act and applicable regulations of the Property Tax Administrator of the State of Colorado. The Base Value for this Urban Renewal Area is expected to be approximately $27,354 established as of the base year for such calculation, 2025.

"Certificate of Occupancy" shall have the same meaning as set forth in the Pueblo Municipal Code.

"City" means the City of Pueblo, Colorado.

"Commence Construction" or "Commencement of Construction" means the visible commencement by the Developer of actual physical construction and operations on the Property for the installation of any Eligible Improvements or, without limitation, obtaining all required permits and licenses and installation of a permanent required construction element, such as a caisson, footing, foundation or wall.

"Complete Construction" and "Completion of Construction" mean (a) for the Private Improvements, the issuance of a Certificate of Occupancy by or on behalf of the City so that the Private Improvements described in such certificate may open for permanent occupancy and utilization for their intended usage; (b) for the Public Improvements construction acceptance by the City (or other entity having jurisdiction), subject to conditions of maintenance and warranty.

"Default" means a default or breach of this Agreement as set forth in Section 11.0.

"Developer" means the Party identified in Section 1.0 and any successor or assign approved in accordance with Section 6.6.

"Development Proposal" means, as a necessary part of the Urban Renewal Project, the concept for redevelopment of the Property and construction of the Improvements described in Exhibit B.

"Eligible Costs" means the reasonable certified and approved costs of the Eligible Improvements paid by the Developer for the Eligible Improvements, including reasonable soft costs. Cost overruns or cost savings in any of the line items listed in Exhibit C can be transferred to any other line item but Eligible Costs shall not exceed $18,764,456. Notwithstanding the foregoing, the Authority shall at all times during the Term have the unqualified right to issue bonds or other debt to pay such certified and approved Eligible Costs on terms and conditions as it may deem to be in the public interest.

"Eligible Improvements" means those improvements listed in Exhibit C the Eligible Costs of which are to be reimbursed to the Developer subject to the terms of this Agreement.

"Improvements" mean all the improvements that the Developer (or approved assignees) is required to construct under this Agreement.

"Party" or "Parties" means the Authority or the Developer or both and their successors and assigns.

"Plan" means the urban renewal plan described in Section 2.2.

"Pledged Property Tax Increment Revenue" means seventy-five percent (75%) of the amount of property tax increment revenue allocated to and received by the Authority each year during the Term in accordance with Section 31-25-107 (9)(a)(II) of the Act from the ad valorem tax levy of the taxing bodies that levy in the Urban Renewal Area in excess of the Base Value but not including (a) a one-time reimbursement of $40,000 to pay the costs of surveys, studies, plans, agreements, and approval documents incidental to approval of the Plan; (b) any amounts payable to such taxing bodies pursuant to the TIF Agreements, (c) any offsets or reserve funds required to pay taxpayer refunds by Sections 31-25-107(9)(a)(III) and 107(9)(b) of the Act and (d) any administration and collection fees charged by the Pueblo County Assessor or Treasurer. The above withheld percentage of tax increment revenue shall be used by the Authority each year during the Term to pay the reasonable and necessary costs to administer the Urban Renewal Project and carry out its duties under the Act.

"Private Improvements" means those improvements constructed on the Property that are subject to the imposition of ad valorem property taxes that produce the Tax Increment Revenue, including the Pledged Property Tax Increment necessary to pay Eligible Costs

"Property" means the real property described and depicted in Exhibit A.

"Public Improvements" means the public improvements required to serve the Property and Private Improvements and dedicated or otherwise transferred to the City or other public entity for operation and maintenance.

"Reimbursement Obligation" means, subject to compliance with this Agreement, including, without limitation, the condition precedent in Section 5.4, the obligation of the Authority to reimburse the Developer for Eligible Costs from the Pledged Property Tax Increment Revenue during the Term in accordance with this Agreement.

"Special Account" means the account established by the Authority into which shall be deposited the Pledged Property Tax Increment Revenue when and as received by the Authority.

"Special Fund" means the fund described in Section 107(9)(a) of the Act into which the Authority will deposit the property tax increment revenue paid to the Authority by the Pueblo County Treasurer from the Urban Renewal Area during the Term.

"Term" means the first to occur (a) payment of the Reimbursement Obligation, or (b) for Pledged Property Tax Increment Revenue, expiration of the time the Authority is authorized to receive that revenue pursuant to the Act and the Plan, which is December 31, 2051, or tax year 2050.

"TIF Agreements" means, collectively, agreements entered into by the Authority and each taxing body that levies property taxes in the Urban Renewal Area pursuant to the requirements of House Bill 15-1348 enacted in 2015, as amended to date.

"Urban Renewal Area" means all the area of real property, including public right of way within the boundaries described and delineated in the Plan.

"Urban Renewal Project" shall have the same meaning as described in the Act and the Plan. All activities and undertakings pursuant to this Agreement are part of and in furtherance of the Urban Renewal Project.

5.0 CONDITIONS PRECEDENT. This Agreement and the respective obligations of the Parties under this Agreement are conditioned upon the following events, each of which must be satisfied or waived by both Parties on or before the date specified for each event.

5.1 Approval of the Plan. The City Council must approve the Plan on or before September 30, 2025.

5.2 Developer Financing. The Developer must be able to obtain or otherwise demonstrate availability of the Developer Financing for the Eligible Improvements in accordance with Section 6.1 on or before October 15, 2025.

5.3 Approvals and Permits. After commercially reasonable attempts to do so, the Developer must obtain all required approvals and permits and shall Commence Construction of the Eligible Improvements on or before November 1, 2025.

5.4 Flood Plain Requirements. Notwithstanding any other provision of this Agreement, the Authority shall not be required to reimburse the Developer for any Eligible Cost whatsoever, unless and until the Property has first complied with requirements necessary for Commencement of Construction in the 100-year flood plain. The Developer agrees to comply with and require any transferee of any part of the Property to agree in writing to comply with any applicable Letter of Map Relief ("LOMR") from FEMA and City requirements for development in the flood plain, including, without limitation, providing the City with necessary elevation certificates confirming compliance with applicable development requirements.

5.5 Failure of Conditions; Termination. If each and every of the foregoing conditions precedent have not been satisfied or waived in writing by the Parties on or before the respective dates (or any written extension of such dates executed by the Parties) listed for each event, either Party may terminate this Agreement by giving written notice to the other. Thereafter this Agreement will terminate and become null and void and of no effect within thirty (30) days after receipt of such notice of termination unless the Parties have otherwise agreed in writing. Upon such termination no action, claim or demand may be based on any term or provision of this Agreement, and each Party shall pay its own costs and expenses related to this Agreement. In addition, the Parties agree to execute a mutual release, or other instruments reasonably required to effectuate and give notice of such termination and to accomplish the terms hereof.

6.0 OBLIGATIONS OF THE DEVELOPER. Unless this Agreement has been terminated in accordance with Section 5.5, the Developer shall have the following obligations under this Agreement.

6.1 Developer Financing. The Developer agrees to use commercially reasonable efforts to obtain the necessary financing to construct the Eligible Improvements necessary for Commencement of Construction on the Property (the "Developer Financing") and obtain the Authority's approval of such financing on or before the date specified in Section 5.2. It is agreed by the Parties that the Authority's Reimbursement Obligation and the right of the Developer to receive payment of Eligible Costs when and as required is a necessary component of the Developer Financing. The Parties agree to cooperate with one another in obtaining the Developer Financing by providing one another with such information, certifications, assurances, opinions and by amending or modifying agreements, including this Agreement, as may be reasonably required in connection with such financing, provided, that neither Party shall be required to make amendments or modifications that substantially or materially change the rights or obligations of the Parties under this Agreement.

6.2 Construction of Improvements. All construction required by this Agreement shall comply with all applicable ordinances and requirements of the City, including, without limitation, those related to removal of the

Property from the existing flood plain. The Developer agrees to obtain all approvals required to obtain the required permits and Commence Construction of the Eligible Improvements on or before the date specified in Section 5.3 and Complete Construction or cause completion of the Eligible Improvements on or before January 1, 2028.

6.3 Cost Certification. Eligible Costs shall be documented and certified by the Developer as set forth in this Section 6.3. All applications for approval of Eligible Costs shall include a certificate signed by the Developer's general contractor and an authorized representative of the Developer. The certificate shall state that the information contained therein is true and accurate to the best of each individual's information and belief and, to the best knowledge of such individual, qualifies as Eligible Costs. Such submissions shall include copies of backup documentation supporting the listed cost items, including bills, statements, pay request forms from first-tier contractors and suppliers, conditional lien waivers, and copies of each check issued in payment of such costs. Such certification shall include a statement that the Eligible Costs included in the certificate were actually incurred and have not been previously reimbursed. Statements for certification and payment of Eligible Costs shall not include advance payments of any kind for unperformed work or materials not delivered and stored on the Property.

6.4 Insurance. At all times while the Developer is engaged in preliminary work on the Property or adjacent streets and during the period from the Commencement of Construction until Completion of Construction of the Improvements, the Developer shall carry, or cause its general contractor to carry, and, upon request, will provide the Authority with proof of payment of premiums and certificates of insurance as follows:

6.4.1 Builder's risk insurance (with a deductible not to exceed $25,000.00) in an amount equal to 100% of the replacement value of the Improvements at the date of Completion of Construction.

6.4.2 Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) and umbrella liability insurance with a combined single limit for both bodily injury and property damage of not less than $1,000,000.00. Such insurance may carry a deductible in an amount not to exceed $10,000.00 per claim for property damage and $10,000.00 per claim for employee benefits.

6.4.3 Worker's compensation insurance, with statutory coverage, including the amount of deductible permitted by statute.

All such insurance policies shall be issued by responsible companies selected or approved by the Developer, subject to the reasonable approval of the Authority and the City, if required. The Developer shall deliver to the Authority and the City policies or certificates evidencing or stating that such insurance is in force and effect. Each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and to the Authority and the City at least 30 days before the date the cancellation or modification becomes effective and shall name the Authority and the City as additional insureds, specifying that the insurance shall be treated as primary insurance.

6.5 Indemnification. The Developer will defend, indemnify, assume all responsibility for and hold harmless the City, the Authority, members of City Council, Authority Board members, and their officers and employees (including, without limitation, for attorney fees and costs) from all claims or suits for and damages to property and injuries to persons, including accidental death, that may be caused by any of the construction activities under this Agreement, whether such activities are undertaken by the Developer or anyone directly or indirectly employed by or under contract to the Developer and whether such damage shall accrue or be discovered or after termination of this Agreement.

6.6 Damage Repair. Notwithstanding any language in any agreement to the contrary, prior to Completion of Construction of the Improvements, the Developer shall repair any damage to improvements, including public improvements located outside of the boundary lines of the Property, caused by the Developer (or contractors, agents, employees, or other parties acting for or on the behalf of the Developer) during construction of the Improvements, including, without limitation, damage to public streets and rights of way. Damage must be

identified or waived in writing by authorities having jurisdiction prior to approval by the Authority that Developer is eligible for a certificate of occupancy. The Developer shall not be deemed to have achieved Completion of Construction unless and until all such repairs have been completed and approved by the Authority, and the City.

6.7 Restrictions on Assignment and Transfer. Until Completion of Construction, the Developer shall not assign all or any part of or any interest in this Agreement or the Property or the right to receive the Pledged Property Tax Increment Revenue, without the prior written approval of the Chair and Executive Director of the Authority, which approval shall not be unreasonably denied, withheld, or delayed. If construction of Private Improvements is undertaken in phases or by an approved transferee, upon Completion of Construction related to such approved transfer or phase, the restrictions on assignment and transfer herein shall no longer apply. Following Completion of Construction, the Developer or any approved transferee is free to transfer or assign the Property and the right to receive the Pledged Property Tax Increment Revenue, together or separately, without the consent of the Authority. The granting of a mortgage by the Developer for purposes of financing the Completion of Construction shall not constitute an assignment or transfer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. Approval of a transfer by the Authority shall not relieve the Developer of its obligations hereunder unless the Authority agrees in writing. The Authority shall not be obligated to approve any assignment or transfer that separates the obligation to construct any part of the Eligible Improvements from the right to be reimbursed for the Eligible Costs of such Eligible Improvements.

6.8 Ad Valorem Property Taxes. The Parties agree that the Authority's willingness to enter into this Agreement is based on the projected assessed value of the Property after construction of the Private Improvements.

6.9 Access to Property. Prior the Completion of Construction, the Developer shall permit representatives of the Authority, and the City access to the Property and the Improvements at all reasonable times that they deem necessary for the purpose of carrying out or determining compliance with the Agreement, the Plan, or any City code or ordinance, including, without limitation, inspection of any work being conducted on thereon. No charge or compensation in any form will be payable for the access provided in this section, except that any party shall indemnify and hold harmless the Developer for any loss or damage or claim for loss or damage (including reasonable legal fees) resulting from any such entrance and inspection.

7.0 OBLIGATIONS OF THE AUTHORITY. The Reimbursement Obligation of the Authority is to reimburse the Developer for actual certified Eligible Costs of the Eligible Improvements from Pledged Property Tax Increment Revenue during the Term. Cost savings in one category of the list on Exhibit C may be applied to cost overruns in another category.

7.1 Special Account; Annual Payments. Subject to the provisions of this Agreement, during the Term, within thirty (30) days after receipt, the Authority agrees to establish, make deposits of Pledged Property Tax Increment Revenue into and make disbursements from a separate account of the amounts required to make each year's Reimbursement Obligation payment (the "Special Account"). During the Term, the annual payments constituting that year's installment of the Reimbursement Obligation shall be due and payable on or before December 1 of each year. No interest of any kind shall be charged or paid as part of the Reimbursement Obligation.

7.2 Amounts Payable. During the Term, the Reimbursement Obligation shall be payable solely from Pledged Property Tax Increment Revenue as defined herein.

7.3 Nature of the Reimbursement Obligation. The Authority hereby irrevocably pledges the Pledged Property Tax Increment Revenue to payment of the Reimbursement Obligation. The Pledged Property Tax Increment Revenue, when and as received by the Authority shall be subject to the lien of such pledge without any physical delivery, filing, or further act. The Authority shall transfer the amounts in the Special Account as specified in this Agreement. The Authority shall keep, maintain, and apply the Pledged Property Tax Increment Revenue as required to payment of the Authority's Reimbursement Obligation. The Authority's Reimbursement Obligation established by this Agreement is and shall be an obligation of the Authority pursuant to Section 31-25-107(9),

C.R.S. The Authority has elected to apply the provisions of Section 11-57-208, C.R.S., to this Agreement. Creation, perfection, enforcement and priority of the pledge of the Pledged Property Tax Increment Revenue as provided herein shall be governed by Section 11-57-208, C.R.S. and this Agreement. The lien of such pledge on the Pledged Property Tax Increment Revenue and the obligation to perform the contractual provisions made herein shall have priority over any of all other obligations and liabilities of the Authority with respect to the Pledged Property Tax Increment Revenue.

7.4 Books and Accounts. The Authority will keep, or cause to be kept, proper and current book and accounts in which complete and accurate entries shall be made of the amount of Pledged Property Tax Increment Revenue received by the Authority and the amounts deposited into and paid out from the Special Account.

7.5 Inspection. All books, records and reports (except those required by applicable law to be kept confidential) in the possession of the Authority relating to the Pledged Property Tax Increment Revenue, allocation of such revenue to the Special Account, including the books and records described in Section 7.4, shall at all reasonable times be open to inspection by the Developer.

8.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if delivered in person, by prepaid overnight express mail or reputable overnight courier service, by certified mail or registered mail, postage prepaid return receipt requested, addressed to the Party to whom such notice is to be given at the address set forth in the signature page below, or at such other address as has been previously furnished in writing, to the other Party.

9.0 DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, pandemics, labor disputes, accidents, regulations or order of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, that are beyond the control of such Party.

10.0 DEFAULT. Time is of the essence, subject to Section 10.0 above. If any payment or any other material condition, obligation, or duty is not timely made, tendered, or performed by any Party, then any non-defaulting Party may seek any remedy available at law or in equity, including damages; provided, however, damages, if any, recoverable by the Developer shall be limited only to the amounts payable under this Agreement when and as received by the Authority. No special, consequential, or punitive damages shall be payable for any default under this Agreement.

11.0 SECTION CAPTIONS. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

12.0 ADDITIONAL DOCUMENTS OR ACTIONS. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

13.0 AMENDMENT. This Agreement may be amended only by an instrument in writing signed by the Parties.

14.0 WAIVER OF BREACH. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any subsequent breach by any Party.

15.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado and venue for any litigation shall be in the district court in and for Pueblo County, Colorado.

16.0 BINDING EFFECT. This Agreement shall insure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

17.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute by one and the same instrument.

18.0 NO THIRD-PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

19.0 NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

20.0 MINOR CHANGES. The Parties executing this Agreement are authorized to make non-substantive corrections to this Agreement and attached exhibits, if any, as the Parties mutually consider necessary.

21.0 DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to Section 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open of the transaction of business.

22.0 GOOD FAITH OF PARTIES. In the performance of this Agreement of in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

23.0 PARTIES NOT PARTNERS. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint ventures, and no Party shall be responsible for any debt or liability of any other Party.

24.0 NONLIABILITY OF OFFICIALS, AGENTS AND EMPLOYEES. No council member, board member, commissioner, official, employee, consultant, attorney or agent of the Authority or the City shall be personally liable to the Developer under the Agreement or in the event of any default or breach by the City or Authority or for any amount that may become due to the Developer under the Agreement.

25.0 CONFLICTS OF INTEREST. None of the following shall have any personal interest, direct or indirect, in the Agreement: A member of the governing body of the Authority or of the City; an employee of the Authority or of the City who exercises responsibility concerning the Plan or this Agreement. None of the above persons or entities shall participate in any decision relating to the Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

26.0 ANTIDISCRIMINATION. The Developer, for itself and its successors and assigns, agrees that in the construction of the Improvements provided for in the Agreement and in the use and occupancy of the Property and the Improvements, the Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, disability, marital status, sexual orientation, ancestry, or national origin.

27.0 GOVERNMENTAL IMMUNITY. The Authority, its officers and employees are relying on and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., as amended, or otherwise available to the Authority and its officers and employees.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of the day first above written.

ATTEST:

Secretary

THE PUEBLO URBAN RENEWAL AUTHORITY

Jeanette Garcia

VICE-Chairperson
115 E. Riverwalk, Suite 410, Pueblo, CO 81003

AKN ENTERPRISE, LLC
A Colorado Limited Liability Company

Name: Avik Amin
Title: Member-Manager
4308 St. Andrews Dr.
Pueblo, CO 81001

EXHIBIT A – Property Description

The area described in the Dillon North Subdivision, according to the plat thereof, including all interior and adjacent streets and public rights of way, City of Pueblo, County of Pueblo, State of Colorado.

EXHIBIT B – Development Proposal

The development plan includes eight building envelopes for commercial development and two conceptual commercial uses, including a medical office building, two convenience stores, a tire/auto repair shop, quick service retail, a car wash, a coffee kiosk, a grocer, and two freestanding retail buildings. No residential development is proposed.

The new building area is projected to total 104,600 square feet, including approximately 80,600 square feet of retail tax producing uses. There will be three phases of development and construction.

(a) The first phase will include all property east of Dillon Drive with construction starting in October 2025.

(b) The second phase will include all property west of Dillon Drive with construction starting in July 2026.

(c) The third phase will include all property north of 40th street with construction starting in July 2027.

Completion of Construction, including all Eligible Improvements will occur by January 1, 2028.

EXHIBIT C – Eligible Improvements and Eligible Costs

The Reimbursement Obligation of the Authority is subject to compliance with Section 5.4, and in no event will the Reimbursement Obligation exceed a total of $18,764,456 for all Eligible Costs.

1.0	**PRELIMINARY STUDIES & ASSESSMENTS**	**$ 220,500**
	Fountain Creek flood plain study	
	Surveying for design, plat & easements	
	Traffic study	
	Colorado Department of Public Health Water Quality work	
	City of Pueblo Planning & Zoning Commission work	
1.1	**ENGINEERING & PLANS**	**$ 320,000**
	Preliminary Subdivision Plans	
	Storm Water management plan	
	Drainage Report	
	Utility Plan & Extensions to Main	
	Detention/ Retention Design	
	Off-Site Improvement Plans	
	Final Subdivision Plans	
	Lift station plans	
1.2	**MUNICIPAL & PERMIT FEES**	**$ 378,700**
	CDOT Coordination & Permitting	
	Civil Engineering Submittal & Coordination	
	Fire Department Submittal & Coordination	
	Lift station permit & review	
	Building permits	
	Interim Finance charges	
	Miscellaneous agency permitting	
1.3	**REPORTS, SURVEYS, MANAGEMENT & INSPECTIONS**	**$ 190,800**
	Architecture & engineering project management	
	Geotechnical Report	
	Geotechnical inspections & observation	
	As-Built Survey	
	ALTA Survey	
2.1	**ENVIRONMENTAL**	**$ 42,100**
	Phase 1 & Phase 2, Ground Water, Asbestos Study	
	Additional environmental study	
	Building asbestos removal	
2.2	**SITE WORK**	**$ 12,564,500**
	SWPPP	
	Demo Ashpalt & Concrete	
	Clear & Grub	
	Demolition of abandoned house	
	Mass grading & earthwork cut & fill	
	Storm water system	
	Directional Boring (two 10" lines 120')	
	Sanitary sewer system	
	Potable water system	
	Lift station	
	Shopping building earthwork	
	Shopping building sitework,parking lot & utilities	
	Medical building earthwork	
	Medical building sitework,parking lot & utilities	
2.3	**SITE IMPROVEMENTS**	**$ 3,027,625**
	Traffic signals	
	Site concrete	
	Asphalt paving sections	
	Pavement markings & signage	
	Landscape wild grass seed (no irrigation)	
	Retaining wall	
	Perimeter privacy fence	
	Landscaping	
	Building parking lot light poles	
2.4	**BUILDING FIRE & CONVEYANCE**	**$ 792,650**

	Medical building elevator , LOT-2, BLOCK-3	
	Medical building fire alarm, LOT-2, BLOCK-3	
	Medical building fire sprinklers, LOT-2, BLOCK-3	
	Shopping building fire alarm, LOT-3, BLOCK-3	
	Shopping building fire sprinklers, LOT-3, BLOCK-3	
	Sub Total	$ 17,536,875
	7% Contingency	$ 1,227,581
	Total Costs	**$ 18,764,456**

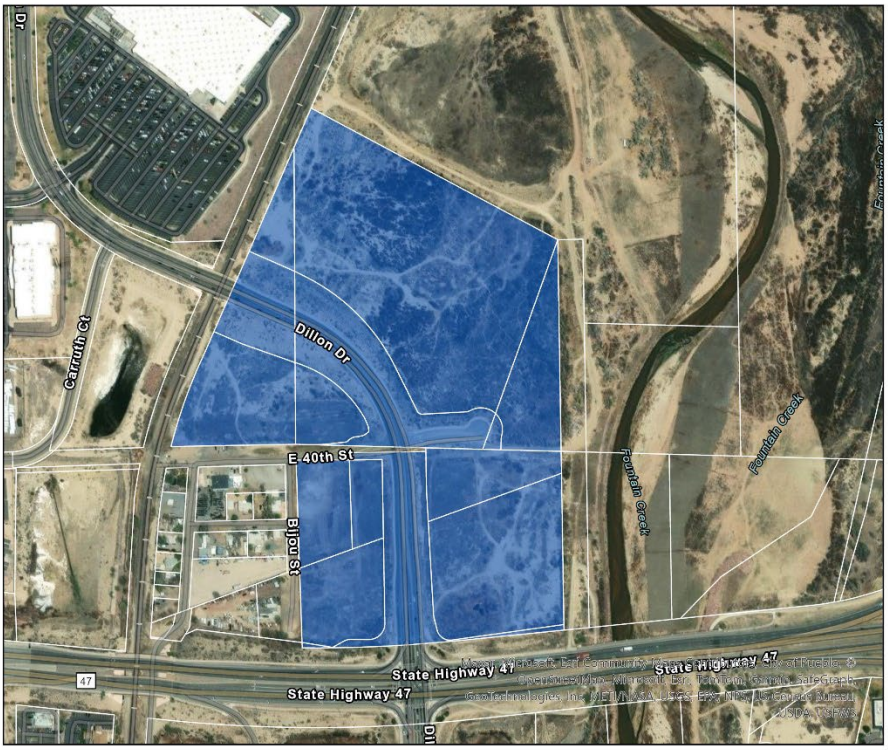


Dillon Drive Urban Renewal Plan

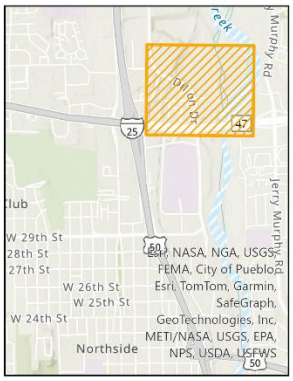
June 30, 2025

Prepared by:
Pioneer Development Company,
Pueblo Urban Renewal Authority (PURA)

Dillon Drive Urban Renewal Plan



Pueblo County Parcels 2024
Dillon Drive Survey Area



N

0 375 750 1,500 US Feet

PIONEER DEVELOPMENT COMPANY

Contents

I. Introduction 5

II. Urban Renewal Area Boundary 5

III. Summary of Statutory Criteria 5

IV. Description of Urban Renewal Project 7

A. Urban Renewal Plan Goals and the **Plan's Relationship to Local /Regional Objectives** 7

1. Goals of the Plan 7

2. Relationship to Comprehensive Plan 8

3. Relationship to City Consolidated Plan ..... **Error! Bookmark not defined.**

B. Land Use Regulations and Building Requirements 11

V. PROJECT ACTIVITIES 11

A. Land Acquisition 11

B. Relocation 11

C. Demolition, Clearance, and Site Preparation 12

D. Property Management 12

E. Public Improvements 12

F. Land Disposition, Redevelopment and Rehabilitation 12

G. Cooperation Agreements 13

H. Other Project Undertakings and Activities 13

VI. PROJECT FINANCING 14

VII. CHANGES IN APPROVED PLAN 15

VIII. ..... MINOR VARIATIONS 15

DEFINITIONS

The terms used in this Urban Renewal Plan shall have the following meanings:

Act means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, of the Colorado Revised Statutes.

Area or **Urban Renewal Area** means the area of the City included within the boundaries of this Urban Renewal Plan as depicted in Exhibit A and described in Exhibit B.

Authority means the Urban Renewal Authority of Pueblo, Colorado.

City means the City of Pueblo, Colorado.

City Planning means the Department of Planning & Community Development of the City of Pueblo, Colorado.

Comprehensive Plan means the Pueblo Regional Comprehensive Plan adopted in 2022.

County means Pueblo County, Colorado.

Plan or **Urban Renewal Plan** means this urban renewal plan as it may be amended in the future.

Project or **Urban Renewal Project** means all activities and undertakings described in this Plan.

I. INTRODUCTION

The purpose of this Plan is to implement those provisions of Pueblo's Regional Comprehensive Plan that apply to the Urban Renewal Plan area. The provisions of this Plan are intended to help provide important services to the Area, eliminate and prevent conditions of blight, attract private investment, utilize underdeveloped land, and leverage public investment and funding mechanisms to promote redevelopment and rehabilitation of the area by private enterprise, and, where necessary, provide necessary public infrastructure to serve the Area.

This Urban Renewal Plan has been proposed for consideration by the City Council of Pueblo pursuant to the provisions of the Act. The administration of the Project and the implementation of the Plan shall be the responsibility of the Authority.

II. URBAN RENEWAL AREA BOUNDARY

An Urban Renewal Plan area has been created that includes properties that are within the City of Pueblo's municipal limits. The Area, titled "Dillon Drive Urban Renewal Plan" includes nine (9) parcels bisected by Dillon Drive. These parcels encompass ~33.858 acres and are currently zoned I-2 Industrial District, and S-3 Floodplain District. The subject area is characterized by floodplain, vacant land, unusual topography, deteriorating structures, missing infrastructure, irregularly shaped parcels, and homeless encampments. The Area's characteristics make future development challenging. PURA evaluated this area for Urban Renewal treatment because of the propensity for these characteristics to represent blighted area factors.

III. SUMMARY OF STATUTORY CRITERIA

On July 25, 2024, a conditions survey report was delivered to the Pueblo Urban Renewal Authority that summarized a blight study of the area described as the Dillon Drive Urban Renewal Plan. Relevant conditions were researched, documented, photographed, and compared with the blighted area factors pursuant to the Act. The result of the survey is included in a document entitled "The Dillon Drive Urban Renewal Plan Conditions Survey" (the Conditions Survey) dated July 25, 2024, consisting of 30 pages, related exhibits, a description of existing conditions, and numerous photographs. The Conditions Survey is incorporated herein in its entirety by this reference.

The Conditions Survey found that the following factors listed in the Act are present in the Area and that these conditions qualify the Area as a "blighted area" as defined in the Act:

Conditions Survey – Blighting Factors Catalogued	
Blighted Area Factor # (C.R.S. 31-25-103.2 List Label)	**Definition**
Factor 1 (a)	Slum, Deteriorated, or Deteriorating Structures
Factor 2 (b)	Predominance of Defective or Inadequate Street Layout
Factor 3 (c)	Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness
Factor 4 (d)	Unsanitary or Unsafe Conditions
Factor 5 (e)	Deterioration of Site or Other Improvements
Factor 6 (f)	Unusual Topography or Inadequate Public Improvements or Utilities
Factor 10 (j)	Environmental Contamination of Buildings or Property.
Factor 11 (k.5)	The Existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements

IV. DESCRIPTION OF URBAN RENEWAL PROJECT

This Plan will be implemented as part of a comprehensive program to eliminate and prevent blight in the Urban Renewal Plan Area. The Authority and the City, with the cooperation of private enterprise and other public bodies, will undertake a program to eliminate the conditions of blight identified in the Conditions Survey while supporting Pueblo's Regional Comprehensive Plan, and the Pueblo community's remediation and redevelopment goals. Although there are other adopted Plan's both locally and regionally not listed, the Goals and Policies of these plans are assumed to be subsumed under the Regional Comprehensive Plan.

A. Urban Renewal Plan Goals and the Plan's Relationship to Local and Regional Objectives

Goals of the Plan

1. **Goals of the Plan** – This Plan has been adopted to achieve the following goals in the Area:

a) To alleviate blighting conditions within the Area's boundary.

b) To encourage renewal throughout the Area by attracting additional investment and redevelopment within the Plan.

c) To leverage Tax Increment Financing to assist with the funding of infrastructure and facilities that will help advance the remediation and revitalization goals of the Area.

d) To incentivize and invest in catalytic development that will remediate blighting conditions throughout the Area.

e) To encourage redevelopment within the Area that aligns with the City of Pueblo's future land use designations and zoning districts.

f) To leverage Tax Increment Financing to help attract new commercial investments and development that align with the City's current and future zoning districts within the area.

g) To improve the streetscapes to promote on-street bike and pedestrian travel while also enhancing lighting, sidewalks, pedestrian safety, parking, signage, and landscaping.

h) To improve pedestrian connections within the Plan area.

i) To invest in cultural and community spaces within the Area.

j) To help fund and ensure offsite workforce housing is available for the workers in these new areas.

2. Relationship to Comprehensive Plan

The Plan conforms with and is designed to help implement the Visions, Goals, Policies and Guiding Principles detailed in the Regional Comprehensive Plan, revised and adopted September 2022.

In addition to this conformance, the Plan will remediate blighting conditions and attract development that aligns with the following "Key Themes" and their associated "Issues/Opportunities" outlined in the Regional Comprehensive Plan:

- Access to Services:
  - *Proximity of Commercial Services to Neighborhoods*
  - *Public Infrastructure*
- Economy:
  - *Good Paying Jobs*
  - *Availability of Employment Opportunities*
  - *Quality of Businesses and Services*
- Growth and Development
  - *Overall Appearance and Quality of the Built Environment*
  - *Overall Quality and Condition of Existing Neighborhoods*
  - *Maintenance and Beautification*
- Recreation
  - *Access/Proximity to Walking/Biking Paths and Trails*
- Transportation and Connectivity
  - *Sidewalk Connectivity*
  - *Ease of Travel by Biking*
  - *Ease of Travel by Car*

The following outline details specific "Regional Goals and Policies" in Pueblo's Regional Comprehensive Plan that the Dillon Drive Urban Renewal Plan's remediation of Blighted Area Factors and subsequent attraction of new private investment and development will advance:

a) The Plan will support the Comprehensive Plan's **Guiding Principle 4: "Celebrate Pueblo"**. Specifically, the Plan will help advance **Goals 4. 6.**

Goal 4.6: "Enhance the Appearance of Public Spaces, Rights-of-Way, and Community Gateways" - The Plan will remediate conditions that have prevented new development in a highly visible, high intensity zoned parcel located near Highway 50, Highway 47, and Interstate 25. The Plan will bring higher and better uses to the site and remove unsightly blight from this area of the city.

b) The Plan will support the Comprehensive Plan's **Guiding Principle 5: "A Future Ready Economy and Workforce"**. Specifically, the Plan will help advance **Goal 5.2 and Goal 5.5.**

Goal 5.2: "Diversify the Region's Economic Base". The Plan will promote the regional vision and shared goals for economic development. The Urban Renewal Plan represents a regional partnership of taxing entities that, through revenue sharing agreements, help alleviate blighting conditions and attract economic development within the Plan area. Planned development in this area includes Medical Offices and Commercial Retail Space.

Goal 5.5: "Make it Easy to Do Business in Pueblo". The Plan represents objectives described under this goal "easing" the development process. The Plan represents a regional, collaborative, and focused approach to coordinating economic development, the provision of infrastructure, leveraging funding resources for new development. The Plan is a vehicle that allows these objectives to become realized and help new development align with the Regional Comprehensive Plan.

c) **The Plan will support the Comprehensive Plan's Guiding Principle 6: "Grow Smarter"**. Specifically, the Plan will help advance **Goal 6.1 and 6.2.**

Goal 6.1: "Promote a fiscally and environmentally responsible pattern of growth" - The Plan will support new commercial development that will be coordinated with regional taxing entities, targeted in a concentrated area, and ensure the development is consistent with the Goals and Policies of the Comprehensive Plan. The Plan will also leverage funding mechanisms, such as Tax Increment Financing, in a manner that will offset costs generated by new development activities within the Area by limiting fiscal impacts to taxing entities. This development will also be required to meet environmental standards, especially those related to the Floodplain and nearby Fountain Creek.

Goal 6.2: "Encourage Infill and Reinvestment in Established Communities and Neighborhoods" - The Plan is located within an "Underutilized Center or Corridor" per the Regional Comprehensive Plan's "Priority Areas for Infill and Redevelopment" map on page 66. This priority area is described as "vacant or underutilized commercial centers". The Plan will remediate blighting factors in this area, thereby clearing hurdles to development. This in turn will attract new development and investment to this underutilized and vacant area. This process fulfills the objectives and policies outlined by the Regional Comprehensive Plan in regard to prioritizing the development of these vacant and underutilized corridors.

Goal 7 – Improve and maintain public infrastructure and facilities: Includes street and sidewalk improvements including lighting and streetscaping, water and sewer improvements, flood drainage improvements, solid waste management improvements.

The Plan will improve public infrastructure through enhanced street and sidewalk network connections within the area. These improvements will occur along the Plan area's adjacent arterials and also in the interior of the properties that will be developed. The Plan will bring additional infrastructure to the area, including central water and sewer services. Stormwater retention areas and floodplain mitigation are planned for the area's future development. Increased connectivity and system improvements would advance the City's Consolidated Plan's Goal.

Goal 8 – **Economic Development:** Includes activities such as workforce and economic development initiatives.

The Plan will alleviate conditions arresting sound development within this specific area and help attract private investment to generate higher and better economic uses. The parcel is zoned industrial and is currently vacant. The Plan will remediate conditions arresting the development of this underutilized and vacant area and attract commercial office and retail development. Attracting commercial development to this Area would advance the City's Consolidated Plan's Goal.

Goal 9 – **Eliminate Slum or Blighting Influences:** Includes the demolition of vacant and dilapidated structures that pose a threat to health and safety, code enforcement, and graffiti removal and façade improvement programs.

The Plan's primary charge is to eliminate blighting factors arresting sound development within the Plan Area. The Conditions Survey identified blighting factors in the area that included vacant land, a deteriorating structure and dilapidated signage as well as trash and debris. The Plan's primary purpose is in alignment with the City Consolidated Plan's goal to eliminate slum or blighting influences.

B. Land Use Regulations and Building Requirements

a) The Plan will provide a comprehensive and unified plan to promote and encourage high quality development and redevelopment of the Urban Renewal Area by cooperative efforts of private enterprise and public bodies. Notwithstanding anything in the Plan to the contrary, the development and use of the property within the Urban Renewal Area described in the Plan including, without limitation, land area, land use, design building requirements, timing or procedures applicable to the property, shall be subject to the Pueblo Municipal Code and secondary codes therein adopted by reference, and other applicable standards and regulations of the City of Pueblo ("City Regulations"). Permitted uses for properties in the Urban Renewal Area shall be those uses allowed in the City of Pueblo Zoning Code and Land Use Code.

V. PROJECT ACTIVITIES

The following provisions shall apply to the Area. In accordance with the Act, the Authority may undertake these activities directly or, to the extent authorized by applicable law, contract with third parties to do so.

A. Land Acquisition

To carry out this Plan, the Authority may exercise any and all of its rights and powers under the Act and any other applicable law, ordinance or regulation. The Authority may acquire any interest in property by any manner available. The Authority may acquire property in the Area for the following reasons: To eliminate or prevent conditions of blight; to carry out one or more objectives of the Plan; to assemble property for redevelopment by private enterprise; for needed public improvements; and for any other lawful purpose authorized by the Plan, the Act, or any other applicable law.

Acquisition of property by eminent domain is not authorized unless the City Council approves, by majority vote, the use of eminent domain by the Authority in accordance with the Act and other applicable laws.

B. Relocation

If acquisition of property displaces any individual, family, or business concern, the Authority may assist such party in finding another location, and may, but is not obligated

to, make relocation payments to eligible residents and businesses in such amounts and under such terms and conditions as it may determine and as may be required by law.

C. Demolition, Clearance, and Site Preparation

The Authority may demolish and clear those buildings, structures, and other improvements from property it acquires if such buildings, structures, and other improvements are not to be rehabilitated in accordance with this Plan. The Authority may provide rough and finished site grading and other site preparation services as part of a comprehensive redevelopment program.

D. Property Management

During such time as any property is acquired by the Authority, for disposition for redevelopment, such property shall be under the management and control of the Authority and may be rented or leased by it pending disposition for redevelopment or rehabilitation. Notwithstanding the foregoing, the Authority may acquire property, develop, construct, maintain, and operate thereon buildings, and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

E. Public Improvements

The Authority will cooperate with the City and other public bodies to install, repair or replace necessary public infrastructure including, but not limited to, public streets, ADA accessible routes, stormwater improvements outside the scope of the City Storm Water Enterprise, park and recreation amenities, workforce housing and multi-use recreational trails in the Area or supporting the Area.

F. Land Disposition, Redevelopment and Rehabilitation

The Authority may dispose of property it acquires by means of a reasonable competitive bidding procedure it establishes in accordance with the Act and pursuant to redevelopment agreements between the Authority and such purchasers.

The Authority may also enter into owner participation agreements with property owners in the Area for the development, redevelopment, or rehabilitation of their property. Such agreements will provide for such participation and assistance as the Authority may elect to provide to such owners. The Authority may develop, construct, maintain, and operate buildings and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

All such redevelopment, owner participation and other agreements shall contain, at a minimum, provisions requiring:

Compliance with the Plan and, if adopted by the Authority, the Design Guidelines and Standards and City codes and ordinances. Covenants to begin and complete development, construction, or rehabilitation of both public and private improvements within a period of time deemed to be reasonable by the Authority.

The financial commitments of each party (but nothing herein shall obligate the Authority to make any such financial commitment to any party or transaction).

G. Cooperation Agreements

For the purposes of planning and carrying out this Plan in the Area, the Authority may enter into one or more cooperation agreements with the City, County, or other public bodies. Without limitation, such agreements may include project financing and implementation; design, location, and construction of public improvements; and any other matters required to carry out this Project. It is recognized that cooperation with the City, County, other municipalities, and other public and private bodies may be required to coordinate such issues as the design, construction, maintenance, operation, and timing of public and private improvements within and outside of the Area to properly and efficiently carry out the goals and objectives of this Plan.

H. Other Project Undertakings and Activities

Other Project undertakings and activities deemed necessary by the Authority to carry out the Plan in the Area may be undertaken and performed by the Authority or pursuant to agreements with other parties or public bodies in accordance with the authorization of the Act and any and all applicable laws.

VI. PROJECT FINANCING

The Authority is authorized to finance activities and undertakings under this Plan by any method authorized by the Act or any other applicable law, including without limitation, appropriations, loans or advances from the City or County; federal loans and grants; state loans and grants; interest income; pay as you go arrangements; annual appropriation agreements; agreements with public and private parties or entities; sale of securities; loans, advances and grants from any other available source.

Any and all financing methods legally available to the City, the County, the Authority, any private developer, redeveloper or owner may be used to finance in whole or in part any and all costs, including without limitation, the cost of public improvements described or anticipated in the Plan or in any manner related or incidental to the development of the Urban Renewal Area. Such methods may be combined to finance all or any part of activities and undertakings throughout the Urban Renewal Area. Any financing method authorized by the Plan or by any applicable law, including without limitation, the Act, may be used to pay the principal of and interest on and to establish reserves for indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Authority or the City or the County to finance activities and undertakings authorized by the Act and this Plan in whole or in part.

The Authority is authorized to issue notes, bonds or any other financing instruments or documents in amounts sufficient to finance all or part of the Urban Renewal Plan. The Authority is authorized to borrow funds and to create indebtedness in carrying out this Plan. The principal, interest, and any premiums due on or in connection with such indebtedness may be paid from any funds available to the Authority.

The Project may be financed by the Authority under the tax allocation financing provisions of the Act. Under the tax allocation method of financing the Project, property taxes levied after the effective date of the approval of this Plan upon taxable property in the Urban Renewal Area each year by or for the benefit of each public body that levies property taxes in the Area, shall be divided for a period not to exceed twenty-five (25) years after the effective date of the adoption of this tax allocation provision, as follows:

Base Amount

That portion of the taxes which are produced by the levy at the rate fixed each year by or for such public body upon the valuation for assessment of taxable property in the Urban Renewal Area last certified prior to the effective date of approval of the Plan or, as to an area later added to the Urban Renewal Area, and the effective date of the modification of the Plan shall be paid into the funds of each such public body as are all other taxes collected by or for said public body.

Increment Amount

That portion of said property taxes in excess of such base amount shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and

any premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred by (whether funded, refunded, assumed or otherwise) the Authority for financing or refinancing, in whole or in part, the Project.

Unless and until the total valuation for assessment of the taxable property in the Urban Renewal Area exceeds the base valuation for assessment of the taxable property in the Urban Renewal Area, all of the taxes levied upon taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

When such bonds, loans, advances, and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

The increment portion of the taxes, as described in this subparagraph 2, may be irrevocably pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such bonds, loans, advances, and indebtedness incurred by the Authority to finance the Project.

VII. CHANGES IN APPROVED PLAN

This Plan may be modified pursuant to the provisions of the Act governing such modifications, including Section 31-25-107, C.R.S.

VIII. MINOR VARIATIONS

The Authority may in specific cases allow minor variations from the provisions of the Plan if it determines that a literal enforcement of the provisions of the Plan would constitute an unreasonable limitation beyond the intent and purpose of the Plan.

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY AN AXLE IN A RANGE BOX; THENCE S89°31'31"E A DISTANCE OF 792.29 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF 40TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. N00°28'46"E A DISTANCE OF 111.94 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 109°34'28", A RADIUS OF 96.78 FEET, A DISTANCE OF 185.09 FEET TO A POINT OF TANGENT;
3. S70°54'18"W A DISTANCE OF 51.22 FEET;
4. S89°48'46"W A DISTANCE OF 147.64 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE;

THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. N26°25'24"W A DISTANCE OF 147.64 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 35°00'00", A RADIUS OF 856.30 FEET, A DISTANCE OF 523.08 FEET TO A POINT OF TANGENT;
3. N61°25'24"W A DISTANCE OF 58.12 FEET;
4. N63°53'34"W A DISTANCE OF 137.90 FEET;
5. N71°13°02"W A DISTANCE OF 43.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD;

THENCE N23°32'41"E ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 468.55 FEET; THENCE S66°54'44"E A DISTANCE OF 1,065.17 FEET TO THE NORTHWEST CORNER OF THE DEED RECORDED IN BOOK 1842 AT PAGE 897 IN THE RECORDS OF COUNTY OF PUEBLO, STATE OF COLORADO; THENCE S00°25'23"E ON SAID WESTERLY BOUNDARY LINE A DISTANCE OF 806.29 FEET; THENCE N89°30'34"W ON SAID SOUTH LINE A DISTANCE OF 210.38 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 750,553 SQUARE FEET OR 17.230 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT POINT MARKED BY AN AXLE IN A RANGE BOX AT THE EAST QUARTER CORNER OF SECTION 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°25'23”W, ON THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 60.01 FEET; THENCE S88°34'38”W, PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 465.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD, SAID POINT BEING A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S75°47'26”E, HAVING A DELTA OF 09°20'07”, A RADIUS OF 1,806.25 FEET A DISTANCE OF 294.30 FEET TO A POINT OF TANGENT; THENCE CONTINUING ON SAID RIGHT-OF-WAY N23°32'41”E A DISTANCE OF 143.62 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE; THENCE ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 40TH/ STREET, THE FOLLOWING EIGHT (8) COURSES:

1. S66°26'45”E A DISTANCE OF 118.16 FEET;
2. S73°31'50”E A DISTANCE OF 210.80 FEET;
3. S65°51'46”E A DISTANCE OF 64.09 FEET TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 39°01'16”, A RADIUS OF 426.14 FEET, A DISTANCE OF 290.22 FEET;
5. S26°24'11”W A DISTANCE OF 48.36 FEET;
6. S69°39'22”W A DISTANCE OF 70.19 FEET'
7. S45°32'06”W A DISTANCE OF 50.97 FEET
8. S79°39'15”W A DISTANCE OF 140.34 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 201,177 SQUARE FEET OR 4.618 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM

WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 89º10'34” W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40” W), A DISTANCE OF 490.98 FEET:
THENCE EASTERLY
ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND 40TH STREET EXTENDED THE FOLLOWING TWO (2) COURSES;

1. N 88°35'16" E, A DISTANCE OF 180.70 FEET;
2. S 89°30'34" E, A DISTANCE OF 318.48 FEET;

THENCE S 00°25'01” E, A DISTANCE OF 621.50 FEET TO A POINT ON THE NORTHERLY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT “RULE AND ORDER” (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY,
COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER;
THENCE WESTERLY AND NORTHERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AND SAID EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE THE FOLLOWING SIX (6) COURSES;

1. S 83°44'03" W (S 83°44'53" W R&O), A DISTANCE OF 405.72 (405.69 R&O) FEET;
2. N 61°58'57" W (N 62°02'10" W R&O), A DISTANCE OF 40.82 (40.67 R&O) FEET;
3. N 26°28'24" W (N 26°27'56" W R&O), A DISTANCE OF 82.26 (82.28 R&O) FEET;
4. N 02°07'45” W (N 02°07'18” W R&O), A DISTANCE OF 200.08 (200.15 R&O) FEET;
5. N 04°40'40" W (N 04°40'31" W R&O), A DISTANCE OF 187.15 (187.09 R&O) FEET;
6. N 01°31'50" W (N 01°31'05" W R&O), A DISTANCE OF 184.83 (184.82 R&O) FEET;
   TO THE POINT OF BEGINNING

CONTAINING A CALCULATED AREA OF 7.18 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE
SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET

FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 85º59'52" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 322.88 FEET: THENCE SOUTHERLY AND WESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT,
PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER THE FOLLOWING SEVEN (7) COURSES;

1. S 04°09'50" E (S 04°09'33" E R&O), A DISTANCE OF 133.97 (133.90 R&O) FEET;
2. S 00°20'04" W (S 00°20'27" W R&O), A DISTANCE OF 358.23 FEET;
3. S 05°09'42" E (S 05°15'27" E R&O), A DISTANCE OF 82.20 (82.09 R&O) FEET;
4. S 44°07'09" W (S 44°09'41" W R&O), A DISTANCE OF 125.14 (125.34 R&O) FEET;
5. N 84°13'12" W (N 84°15'53" W R&O), A DISTANCE OF 65.20 (65.05 R&O) FEET;
6. S 36°27'01" W (S 36°28'48" W R&O), A DISTANCE OF 31.35 FEET;
7. N 81°37'45" W, A DISTANCE OF 149.27 FEET; TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W, ALONG SAID WEST

LINE, A DISTANCE OF 270.07 FEET; THENCE N 88°59'28" E, A DISTANCE OF 207.17 FEET; THENCE N 02°38'18" W, A DISTANCE OF 388.22 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET; THENCE S 89°33'10" E ALONG
SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 121.44 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 3.01 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 01°34'40" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID

SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF
SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 22.04 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY
LINE OF 40TH STREET THE FOLLOWING TWO (2) COURSES;

1. N 88°02'36" E, A DISTANCE OF 48.64 FEET;
2. S 89°32'26" E, A DISTANCE OF 151.43 FEET;

THENCE S 02°38'18" E, A DISTANCE OF 388.22 FEET; THENCE S 88°59'28"W, A DISTANCE OF 207.17 FEET TO A POINT ON THE
WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W ALONG SAID WEST LINE, A DISTANCE OF 391.15 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1.82 ACRES.

EXHIBIT B

URA PLAN MAP



NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by and before the City Council of the City of Pueblo, Colorado (the "City") on the proposed approval of the Dillon Drive Urban Renewal Plan, (the "Plan") in the City Hall, No. 1 City Hall Place, Pueblo, Colorado, 81002 at the hour of 7:00 P.M. Mountain Daylight Time on August 25, 2025. The proposed Urban Renewal Area in the Plan is described as the area included in the Dillon North Subdivision, according to the plat thereof, including all interior and adjacent streets and public rights of way.

The purpose of the hearing is to consider (1) if the area included in the proposed Plan is a blighted area as described in Section 31-25-103, C.R.S., (2) if the City Council should approve the Plan, (3) other undertakings and activities in accordance with the Colorado Urban Renewal Law by the City and the Pueblo Urban Renewal Authority (the "Authority"). The Plan does not authorize the use of eminent domain.

The general scope of the proposed new Plan includes undertakings of the Authority, the City, and private enterprise for the elimination and prevention of blight, including, without limitation, use of tax increment financing and other tools and activities authorized by law and the proposed Plan for the redevelopment of the Plan Area. The proposed Plan is on file with and may be inspected at the office of the City Clerk at the above-described address. Any person or organization desiring to be heard will be afforded an opportunity to be heard at such hearing.

Published under the authority and by direction of the City Council of the City of Pueblo, Colorado.

PIONEER DEVELOPMENT COMPANY

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Dillon Drive Urban Renewal Plan Impact Report

Pueblo Urban Renewal Authority

September 29, 2024

PIONEER
DEVELOPMENT
COMPANY
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May 4, 2025

City of Pueblo, Colorado

Dear PURA Board of Commissioners,

This Impact Report is intended to satisfy the requirements outlined in Colorado's Urban Renewal Law, C.R.S. 31-25-107(3.5)I-V and C.R.S. 31-25-107(9.5). According to Statute, the Urban Renewal Impact Report is a supplementary document to the Urban Renewal Plan. It is required if property and/or sales tax are intended to be utilized in the project area for renewal activities. The City of Pueblo's Urban Renewal Authority (PURA) is actively exploring a potential Urban Renewal Plan area titled the "Dillon Drive Urban Renewal Plan". The plan area represents a new Urban Renewal Project that encompasses fourteen parcels within City limits. A mixed-use development has been proposed in this area, however, blighted area factors challenge the project's feasibility. PURA has evaluated the project area for Urban Renewal eligibility and has initiated this Impact Report to forecast tax increment, incentive potential, and impacts on partnering taxing entities. Because the proposed Dillon Drive Urban Renewal Plan intends to utilize tax increment financing (TIF) within the project area, an Impact Report is required prior to adopting the Plan.

This Impact Report meets the minimum requirements defined by C.R.S. 31-25-107(3.5)I-V and C.R.S 31-25-107(9.5), and has been designed to provide PURA with a realistic forecast of tax TIF that will be generated via blight remediation, investment attraction and redevelopment. The forecast in this report is informed by the proposed development's site plan. A pro forma has not yet been submitted, and so this report's development forecast is based on the site plan and market characteristics. Only parcels with submitted conceptual development plans have been included in this tax revenue forecast. This information is supplemented by interviews with PURA Staff and a regional market analysis. The forecast is intentionally conservative and is informed by community development needs that have been highlighted by this Board and the public. All forecasts are designed to show a "maximum impact scenario", meaning that all potential TIF is quantified, and all possible millage rates and sales tax rates have been leveraged towards increment generation. This design is intended to forecast the Plan's maximum possible TIF generation and provide each taxing entity with an impact assessment.

The goal of this report is to provide PURA with a realistic forecast of impacts to better inform negotiations with impacted taxing entities and ensure that the Dillon Drive Urban Renewal Plan succeeds in bringing about the renewal expected by the community.

Sincerely,

Andrew Arnold
Founder | Principal
Pioneer Development Company
Durango, Colorado

CC: Jerry Pacheco and Cherish Deeg

Table of Contents

Executive Summary 3
Dillon Drive Urban Renewal Plan Summary 5
Project Area Existing Conditions 6
Tax Area and Millage Rates 7
Comprehensive Plan 8
Current Assessment of Plan Area 8
Impact Report Methodology 9
Tax Increment Financing Summary 13
Projected Assessment and Phasing 13
Property Tax TIF Projections 14
Dillon Drive Urban Renewal Plan TIF Projections 14
Sales Tax TIF Projections 16
Taxing Entity Impacts 17
Impact Summary 18
Pueblo County 19
Revenue Impacts 19
Infrastructure and Service Impacts 19
County Impact Conclusion 20
Pueblo School District 60 21
Revenue Impacts 21
Student Population Generation 21
School District Impact Conclusion 21
City of Pueblo 22
Revenue Impacts 22
Infrastructure and Service Impacts 22
City of Pueblo Impact Conclusion 23
Impact Summary on Remaining Taxing Entities 24
Conclusion and Recommendations 25
Appendix 26

Executive Summary

Dillon Drive Urban Renewal Plan Impact Report:

The Pueblo Urban Renewal Authority (PURA) is in the process of creating a new Urban Renewal Plan. This Plan is tentatively titled the "Dillon Drive Urban Renewal Plan". PURA's purpose for the Plan is to remediate conditions arresting sound development in the area and attract new private investment. As its name suggests, the Dillon Drive Urban Renewal Plan intends to facilitate development around the Dillon Drive corridor. This corridor is currently vacant and underutilized, with the northernmost parcels exhibiting significant trash, debris and homelessness.

Now, a developer has approached the City and PURA with a development concept that would activate the site and bring about development imagined by the City's Regional Comprehensive Plan and Future Land Use Plan. However, the area resides within the 100-year floodplain, lacks central infrastructure, and exhibits challenging topography, all of which conspire to create significant financial hurdles for the project. These blighting factors in effect cast doubt on the project's feasibility. PURA is now seeking to create a development-specific Urban Renewal Plan area to ensure that these challenging conditions are overcome, and the project remains feasible.

The Dillon Drive Urban Renewal Plan encompasses ~46-acres and fourteen parcels adjacent to Dillon Drive and US Highway 50. This area was evaluated July 23rd, 2024 by PURA for Blighted Area Factors that would make it eligible for Urban Renewal Treatment. That Conditions Survey identified eight (8) blighted area factors within the area. The eight identified blighted area factors exceed the statutory threshold of blighting factors necessary to declare the parcel eligible for Urban Renewal treatment. PURA's strategy to mitigate these blighted area factors and help make the proposed development feasible involves leveraging tax increment financing. Statute requires that an Impact Report be submitted with a proposed Urban Renewal Plan whenever Tax Increment Financing (TIF) is intended to be utilized within the Plan area. This is reason for this Report.

The Impact Report forecasts commercial development within the Dillon Drive Urban Renewal Plan area over the next 25 years. The timing of development and its tax generation is phased according to development plans provided by PURA for this report. Valuations are derived from comparable commercial sales per SF throughout the regional market, and current Pueblo County assessments of existing and comparable commercial properties. This Impact Report assumes that all new development in the Plan area will follow the City's zoning and land use code regulations. Specifically, this report does not project any residential development, but instead forecasts future development assuming the entirety of the Plan area will feature commercial uses.

After modeling the most probable development forecast, this report quantified the Plan's assessed value, property tax, and fiscal impacts. The commercial nature of this development did not generate any demographic projections. The Impact Report estimates the amount of tax increment the Plan will generate over 25 years. Increment estimates are projected for each taxing entity that levies an ad valorem property tax within the Plan area. These tax impacts were used to evaluate potential fiscal impacts on participating taxing entities.

The following outline and tables summarize the Impact Report's conclusion and findings. Impacts to taxing entities are categorized as either low, moderate, or high. A detailed methodology, impact analysis and recommendations are provided within the Report that elaborate on the Executive Summary's findings:

Conclusion:

Taxing entities within Pueblo 60B tax district should support the Dillon Drive Urban Renewal Plan, as its projected benefits to the Pueblo Community and its taxing partners outweigh its costs. These benefits include the remediation of blight, the development of new commercial property, alignment with the City of Pueblo's Comprehensive Plan, and new assessed value, property tax revenue once the 25-year renewal project concludes. Tax increment leveraged for these purposes is not expected to create adverse impacts on participating taxing entities. The forecast development will not generate new residents or students and will not require new County infrastructure to be extended or financed.

Specific recommendations regarding the Tax Increment Financing agreements are listed below given the Plan's potential impacts are participating taxing entities:

- **All participating taxing entities could pledge 100% of their millage rate to PURA and this Plan Area for the full duration of the Plan.**
- **The School District could at least pledge 100% of its School Finance Act millage rate to this Plan.**
- **The City of Pueblo could pledge 100% of its 3% general sales tax levy to this Plan.**
- **All Bond Redemption Levies should be exempt from TIF agreements with PURA.**

The Dillon Drive Urban Renewal Plan represents PURA's, the City of Pueblo's, the Pueblo School District's and Pueblo County's commitment to achieving public private partnerships that will facilitate community-minded development. Projected Property Tax Increment generated within this Urban Renewal Plan is described in the table and charts on the following page:

Summary Tables and Charts:

Projected Build-Out Statistics			
Development Type	**Units/S.F.**	**Actual Value**	**Assessed Value**
Commercial	**104,600**	**$28,532,726**	**$7,133,181**
Retail 1	12,000	$2,288,181	$572,045
Retail 2	9,000	$1,716,135	$429,034
C Store	4,000	$1,819,195	$454,799
Tire Shop	11,000	$2,097,499	$524,375
Coffee Shop	600	$494,034	$123,509
QSR	3,000	$1,318,122	$329,530
Medical	24,000	$5,388,845	$1,347,211
Car Wash	4,000	$762,727	$190,682
C Store 2	10,000	$4,547,988	$1,136,997
Grocer	27,000	$8,100,000	$2,025,000
TOTAL		**$28,533,726**	**$7,133,181**

Demographics	
Total New Residents	-
Total New Students	-

Property Tax Information	
Estimated Base Taxable Value	**$22,500**
Total New Taxable Real Property Value	**$7,133,181**
Net Taxable Real Property Value	**$7,110,681**

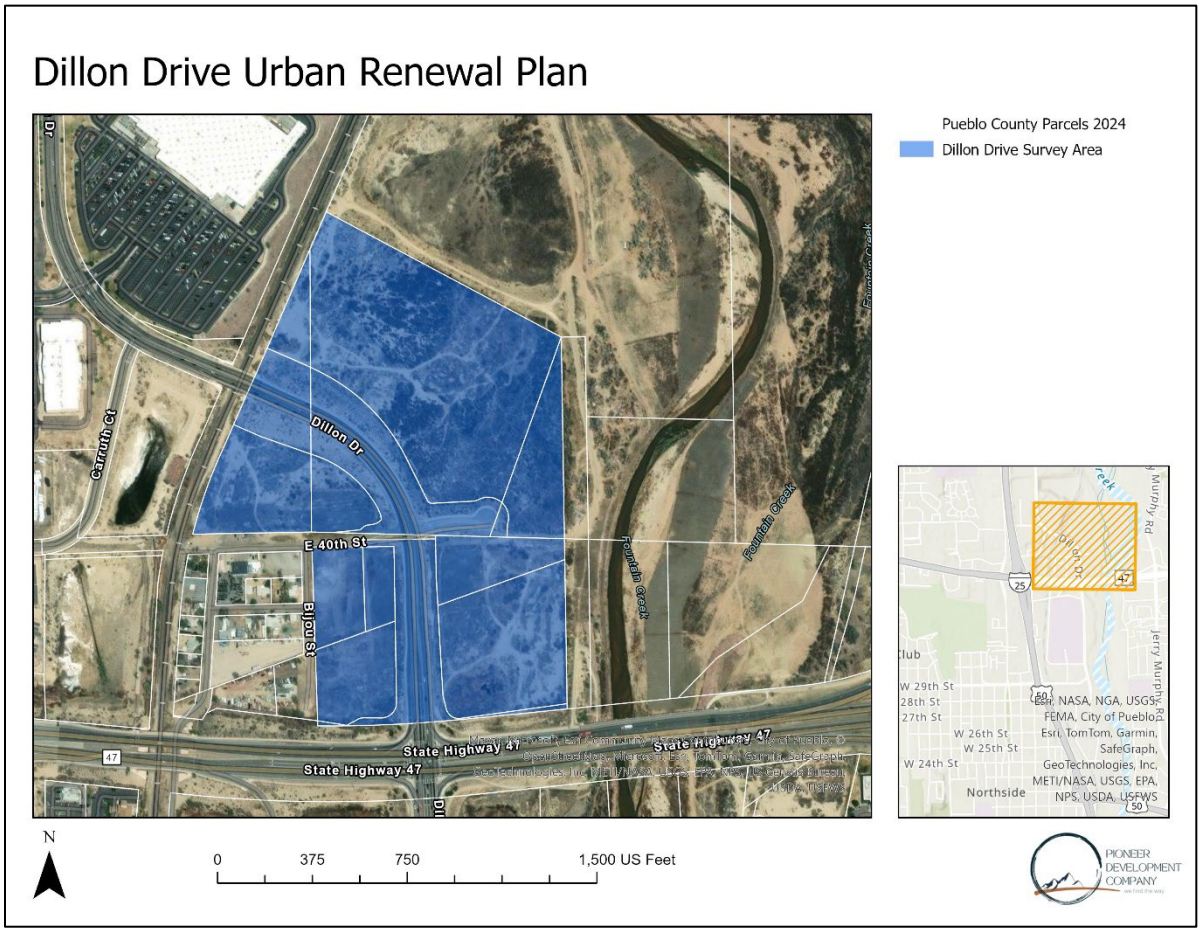
Tax Increment Financing Estimates				
	Gross	**Net Present Value[1]**	**Annual Average**	**City of Pueblo Only**
Total	**$36,138,000**	**$13,832,000**	**$1,390,000**	**$801,000**
Property Tax	$18,178,000	$7,035,000	$699,000	$110,000
Sales Tax (Inflation Adj.)	$17,960,000	$6,797,000	$691,000	$691,000

Dillon Drive Urban Renewal Plan Area Value and Tax Generation Comparison				
Taxing Entity Fiscal Impacts	**% District's Total AV**	**% District's Annual Property Tax**	**% District's Annual Sales Tax**	**Impact Assessment**
Pueblo County	0.3%	0.4%	-	0.3%
City of Pueblo	0.5%	0.5%	0.9%	0.5%
Pueblo School District	0.5%	0.6%	-	0.5%
L Ark Valley Water Consv.	0.4%	0.4%	-	0.4%
Library District	0.3%	0.3%	-	0.3%
SE Water Conservancy	0.3%	0.4%	-	0.3%

[1] Assumes a 6.75% Discount Rate.

Dillon Drive Urban Renewal Plan Summary

Project Area Existing Conditions



The **Dillon Drive Urban Renewal Plan** area encompasses ~46 acres within the City of Pueblo. This area includes 9 parcels. The Plan area is characterized by vacant and underutilized land that will require public infrastructure extensions within its boundary. The Plan area exhibits rolling topography and irregularly shaped parcels and resides within FEMA's 100-year floodplain. Despite being bisected by Dillon Drive and being adjacent to Hwy 47, the area has no direct access to the surrounding arterials. Apart from one parcel, ingress and egress points will need to be constructed to facilitate traffic flow with the parcels and the surrounding road networks. Water and sewer services will also need to be extended throughout the Plan area. There is one abandoned structure within the Plan area that is now deteriorated.

Tax Area and Millage Rates

The Plan boundary encompasses property within Pueblo County 60B Tax Area. This area includes six distinct millage rates from taxing entities. These entities include Pueblo County, the City of Pueblo, the Pueblo School District (City), the Lower Arkansas Valley Water Conservancy District, the Southeastern Water Conservancy District, and the Pueblo City-County Library District. This tax area's 2022 certification of mill levies carries a **millage rate of 97.355**[2]. This impact report will analyze impacts on these six taxing districts and assess tax increment generated at their 97.355 overlapping millage rate. The Impact Report assumes that each Taxing Entity shares 100% of the millage rate with the project. This assumption helps evaluate the maximum possible impact the Dillon Drive Urban Renewal Plan may have on each participating taxing entity.

Tax District Name	2022 Mill Levy	TIF Agreement %	TIF Eligible Mill Levy
PUEBLO COUNTY	30.109	100%	30.436
CITY OF PUEBLO	15.633	100%	15.633
S.E. WATER CONSV. DISTRICT	0.942	100%	0.887
LOWER ARKANSAS VALLEY WATER CONSV.	1.503	100%	1.503
PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.872	100%	5.945
SCHOOL DISTRICT 60	45.021	100%	42.951
TOTAL	98.080	100%	98.080

Zoning Districts

The Dillon Drive Urban Renewal Plan encompasses three (3) City of Pueblo zoning districts. These zoning districts include the I-2 Industrial zone, and the S-3 Floodplain district. The Plan area is mostly zoned I-2 Industrial with the S-3 Floodplain district extending from the nearby Fountain Creek canal.

According to the City of Pueblo's Zoning District and Uses, the I-2 Industrial Zone standards "are designed to retain and provide areas for the manufacture, warehousing and limited retailing of products which by their inherent characteristics and the operations involved are not obnoxious to one another or surrounding uses."[3]

The Plan's proposed development program includes some uses permitted by right within the I-2 Industrial Zone (Tire Shop, Car Wash) and other uses permitted by review (general service, restaurant). Many of these uses will also require a Conditional review because of the 100-year floodplain. Medical offices are not permitted in the I-2 Industrial Zone and may require a rezone or variance to proceed. This may also apply to developments located within the S-3 zones.

[2] The 2023 millage rates for taxing entities within this area were not published at the time of this report's drafting.

[3] Pueblo Planning & Community Development, Zone District: I-2, p. 2-4-2022, https://www.pueblo.us/DocumentCenter/View/30878/I-2--12-20-21?bidId=

Comprehensive Plan

The 2022 regional comprehensive plan's future land use map designates the Plan's property as a Mixed-Use Activity Center. According to the Comprehensive Plan, Mixed-Use Activity Centers primarily consist of retail, office, and multifamily residential uses. The intent of Mixed-Use Activity Centers is to provide opportunities for the redevelopment and reactivation of malls, large format retail, and other commercial centers into compact mixed-use neighborhoods that serve as community and regional destinations. The proposed Dillon Drive development aligns with the future land use designation outlined in the regional comprehensive plan. The proposed uses may require rezoning and/or variances with the City's current zoning districts overlaying this area. The Plan area's existing characteristics are not achieving the developments or vision outlined within the City's zoning or comprehensive plan.

Current Assessment of Plan Area

The Plan area includes nine (9) parcels. The total equalized assessed value (taxable value) of these parcels, according to the County Assessor's database 2024 valuations[4], is $22,500. The total actual value of these parcels, according to the County's Assessor's database 2024 valuations is $211,502. This Impact Report uses **$22,500** as the Base Value for all Tax Increment Financing projections.

[4] As of August 2023

Impact Report Methodology

Forecasting Future Growth

The Dillon Drive Urban Renewal Plan's goal is to remediate blighting conditions and spur new investments in public infrastructure, commercial development, and employment opportunities. The Dillon Drive Urban Renewal Plan is intended to facilitate the proposed conceptual development for this area, including mitigating floodplain impacts, extending public infrastructure, and attracting new development to an underutilized commercial area that aligns with the Comprehensive Plan.

One of the tools urban renewal authorities can use to bring about these changes is known as Tax Increment Financing (TIF). TIF is a redevelopment strategy that leverages future tax revenues to incentivize redevelopment for urban renewal activities. Colorado's Urban Renewal Law mandates that urban renewal projects that intend to use TIF for renewal activities submit a supplementary Impact Report to forecast growth within a renewal area and estimate the impacts this growth will have on taxing entities within that area. The impact report's purpose is to ensure that taxing entities that rely on property tax and/or sales tax revenues will not be adversely impacted by the urban renewal project.

Quantifying these impacts requires a forecast of probable growth throughout the project area over the Plan's lifetime. **The Dillon Drive Urban Renewal Plan allows TIF to be collected for up to 25 years, the maximum amount of time authorized by Colorado's Urban Renewal Law.**

This report estimated where and when redevelopment will take place in the Dillon Drive Urban Renewal Plan area by reviewing current development proposals, working closely with the Pueblo Urban Renewal Authority staff, and evaluating market comparables. The projections made by this impact report have been informed by these development proposals, current assessments of comparable commercial development throughout the City of Pueblo, and market studies throughout Pueblo County.

Dillon Drive Development Concept

This report assumes that the Dillon Drive Urban Renewal Plan will attract ten new commercial developments within its boundary. These developments range from a Medical Office property to a potential grocer, to various commercial retail properties. Most of these uses align with the existing City zoning districts in the Plan area, although some may require conditional use permits or, in the case of the proposed medical office, a rezone. The Impact Report assumes that the proposed commercial properties will total 104,000 square feet in new building improvement space and cost approximately $30.1 million to construct. The development is assumed to follow comparable price per square foot estimates for commercial development within Pueblo and yield a taxable value that is similar to other, competing commercial properties in the localized area. This report also assumes that the assessed actual value for these developments will exhibit a similar variance to other commercial properties throughout the area. A copy of the proposed Conceptual Development Plan analyzed by this report is included in the Report's appendix.

Development Assumptions and Feasibility

The development forecast used certain assumptions to predict the type, size, time, and value for this development concept. The assumptions are informed by local market studies, the conceptual development plan, urban renewal best practices and community desires. These assumptions are listed below:

- **Type of Development** – The Dillon Drive Urban Renewal Plan will be a commercial development. Conceptual site plans and proposed commercial uses have been submitted to PURA that detail the type of development being proposed. The site plan includes eight building envelopes for commercial development and two conceptual commercial uses in Plan's northern area. PURA was given preliminary information about the specific types of development that may be constructed within each specific building envelope location. This Impact Report was not provided specific development plans, lease agreements or letters of intent from future tenants to confirm that these proposed uses are finalized. The assumed uses for development within the Plan area are as follows: a Medical Office building, two Convenience Stores, a Tire/Auto Repair shop, Quick Service Retail (QSR), a Car Wash, a Coffee Kiosk, a Grocer, and two freestanding retail buildings. No residential development is currently being proposed within the Plan.

- **Size of Development** – The scale of the proposed development is similar to other commercial developments along the City of Pueblo's US Hwy 50 and I-25 corridors. The proposed medical office building has a similar footprint to other medical offices within the City, and the freestanding retail buildings are likewise proposed for a similar scale to other comparable freestanding retail properties in the area. This Report analyzed the commercial market within Pueblo, identifying 18 comparable properties with the proposed development. These properties exhibited similar square footage to the proposed development and informed the development's valuation. The Impact Report assumes that the total building square footage for the proposed development will total 104,600 SF. This report also assumes that 80,600 SF will be retail sales tax producing space[5]. This report assumes that the local market can support this amount of commercial space at this location.

- **Time of Development** – This report assumes that development within the Dillon Drive Urban Renewal Plan area will follow the proposed conceptual development plan provided by the developer and PURA. This report assumes that the project will proceed in three phases, the first phase will include all property to the east of Dillon Drive, and the second Phase all property to the west of Dillon Drive, and the third phase all property north of 40th street. Construction for Phase 1 is assumed begin July 1st, 2025 to take 14 months to complete, with Phase 2 beginning July 1st, 2026 and taking 14 months to complete, and Phase 3 beginning July 1st, 2027 and taking 14 months to complete. The Plan will not begin generating increment until 2027 and will be fully stabilized by 2028.

- **Value of Development** – This report estimated the future value of development by comparing the conceptual plan with existing commercial developments within the Pueblo market area. These developments were selected based on their use, size, year constructed, and sales data. The current assessments of these comparable properties were also evaluated. Eighteen comparable properties were utilized by this analysis, and their evaluation provided an estimated Value per Square Foot for each proposed use in the Plan area. The value per square foot is based on the value of each property's most recent sale and the County assessor's actual value per square foot. It should be noted, that these values are less than the cost to construct these development's on a per square foot basis. This analysis yields a value per square foot weighted average of $272.78. The equalized assessed value for these proposed developments was based on their estimated market value, the equalization rate, and a reduction factor. This report conservatively estimates the Plan Area's taxable value will reach $7,133,181 at stabilization.

[5] The proposed Grocer will not collect sales tax on an estimated 70% of its sales due to the grocery sales tax exemption.

Tax Increment Financing Assumptions

As part of Statutory Requirements, this report projects the estimated property tax generation for future development within the Dillon Drive Urban Renewal Plan area. These projections are based on Pueblo County's 2023 certified assessments of property and the 2024 mill levies associated with the taxing entities present in the project area. The full list of taxing entities and their associated millage rates are tabulated below:

Dillon Drive Urban Renewal Plan Mill Levies			
Note:	TIF Percentages are assumed to be 100% for the Impact Report		
Tax Area(s): 60B			
Tax Entity	2024 Mill Levy	TIF Agreement %	TIF Eligible Mill Levy
PUEBLO COUNTY	30.109	100%	30.109
CITY OF PUEBLO	15.633	100%	15.633
S.E. WATER CONSV. DISTRICT	0.942	100%	0.942
LOWER ARKANSAS VALLEY WATER CONSV.	1.503	100%	1.503
PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.872	100%	5.872
SCHOOL DISTRICT 60	45.021	100%	45.021
Total	**99.080**	**100%**	**99.080**

This report assumes that all impacted taxing entities will pledge 100% of their millage rate to the Urban Renewal Project. This assumption is required to project the maximum impact this renewal plan area will have on the City and other partnering entities[6]. Property tax projections made by this report assume that the number of taxing entities, as well as their millage rates, will remain unchanged over the project's lifetime.

Tax increment assumptions are based on the above mill levies and assumes that the project area's starting base value is $22,500. This report projects that both the project base and all future development will appreciate at a rate pegged to inflation. This report assumes that the inflation rate will average 2% over the project's lifetime. This report adjusts the Plan area's base biennially for TIF projections.

The But-For Assumption

The final assumption made in this report is that the type, size, and value of new development would not occur but for the Dillon Drive Urban Renewal Plan and the Pueblo Urban Renewal Authority. The goal of this urban renewal plan is to incentivize development through a variety of tools, TIF being just one example, where new investments manifest throughout the Plan area because of PURA's efforts. All tax increment estimates must be considered revenue that is generated because of the URA's efforts to attract and facilitate redevelopment in the Plan area. The Dillon Drive Urban Renewal Plan Conditions

[6] This report does not consider previously signed TIF agreements with partner taxing entities.

Survey identified eight (8) statutorily defined blighting factors within the Plan area that impair and arrest sound development. The renewal project will remediate these conditions and bring about development that is desired by the Pueblo community. A commercial development is a higher and better use for this area and one that aligns with the Comprehensive Plan's vision for this site. Because of this, future incremental revenues should not be considered property/sales tax that is diverted from the area's taxing entities. Instead, these incremental revenues should be perceived as a future tax base that would not exist but for the creation of the Dillon Drive Urban Renewal Plan.

Tax Increment Financing Summary

This Report forecasts the Plan's development over the next 25 years and projects its assessed value and taxable revenue. These projections were used to estimate the amount of property tax increment generated within the Plan area if the urban renewal project is successful. Projections are based on the methodology outlined in Section Two "Impact Report Methodology".

Projected Assessment and Phasing

The assessed valuation for the proposed Dillon Drive development is estimated by this report. The following table includes the number of years it will take to absorb the development, its first assessment year, total square footage of the development, the development's market value per SF and its total taxable value (Equalized Assessed Valuation).

Commercial Development					
Type of Development	**SF**	**$ Per SF[7]**	**Estimated Taxable Value**	**Absorption Yr**	**Assessment Yr**
Convenience Store	4,000	455	$454,799	2026	2027
Freestanding Retail 1	12,000	191	$572,045	2026	2027
Quick Service Retail	3,000	439	$329,530	2026	2027
Car Wash	4,000	191	$190,682	2026	2027
Freestanding Retail 2	9,000	191	$429,034	2026	2027
Tire Shop	11,000	191	$524,375	2027	2028
Coffee Shop	600	823	$123,509	2027	2028
Medical Office	24,000	225	$1,347,211	2027	2028
Grocer	27,000	300	$2,025,000	2028	2029
Convenience Store	10,000	455	$1,136,997	2028	2029

[7] Based on Comparable Sales on the past 10-years. Also adjusted for Regional Assessments of Actual Value.

Property Tax TIF Projections

This Impact Report estimated the Dillon Drive Urban Renewal Plan's future TIF revenue over the next 25 years in accordance with C.R.S. 31-25-107(3.5)I-V. These estimates are used to determine the property tax revenue likely to be generated by new developments within the Plan area. The report assumes this tax revenue is the result of the Pueblo Urban Renewal Authority's efforts to remediate blight and attract new investments within the Plan area.

Property tax TIF is estimated by comparing the Plan area's base value against its projected new improvement value. These assessed values each generate tax revenue based on the current millage rate of taxing entities within the Plan area. The base value's property tax revenue is not impacted by urban renewal projects. The new improvement's tax revenue, however, is the result of the urban renewal plan. This new revenue is known as "increment".

The property within the Urban Renewal Plan has a current assessed value of $22,500. The Report estimates that new improvements within the Plan area will add an additional $7,110,681 in assessed property value.

Development in the Plan is modeled according to its first assessment year, taxable value, and absorption schedule. The Report then applies tax district millage rates to both existing and new improvements within the plan area. Tax revenue generated by new improvements is incremental revenue. These revenues can be utilized by PURA for urban renewal activities within the Plan area.

Incremental revenue is also determined by TIF-sharing agreements signed between the Pueblo Urban Renewal Authority and the impacted entities that levy taxes within the Dillon Drive Urban Renewal Plan area. This report assumes that all taxing entities have pledged 100% of their millage rates to support the Dillon Drive Urban Renewal Plan.

The following charts and tables illustrate the Plan's 25-Year TIF Projections:

Property TIF Estimates[8]	
Base Value of Plan Area	**$22,500**
Total New Taxable Real Property Value	$7,133,181
Total Net Taxable Value	**$7,110,681**
Total TIF Revenue (Gross 25 Years)	$18,178,000
Annual TIF Revenue (25-Year Average)	$699,000

	Estimated Property Taxes	Estimated Tax Increment
Taxing District	**25 Years**	**25 Years**
PUEBLO COUNTY	$5,544,000	$5,524,000
CITY OF PUEBLO	$2,878,000	$2,868,000
S.E. WATER CONSV. DISTRICT	$173,000	$173,000
LOWER ARKANSAS VALLEY WATER CONSV.	$277,000	$276,000
PUEBLO CITY-COUNTY LIBRARY DISTRICT	$1,081,000	$1,077,000
SCHOOL DISTRICT 60	$8,290,000	$8,260,000
TOTAL	**$18,243,000**	**$18,178,000**

[8] Estimates are rounded. Sum totals may be different because of rounding.

Sales Tax TIF Projections

Colorado's Urban Renewal Law permits Urban Renewal Authorities to collect municipal sales tax as a source of incremental taxable revenue. This report assumes that the Dillon Drive Urban Renewal Plan will utilize sales tax revenue as a potential source of TIF revenue. The City of Pueblo levies 3.7% sales and use tax on retail sales, however, this report only forecasts sales tax increment based on the 3% general sales tax levy.

This analysis estimated potential sales tax generation by first estimating the amount new commercial-retail square footage within the Plan area. An annual sales tax multiplier was applied based on similar retail sales tax producing properties across Pueblo County and similar Colorado communities. This helped determine an average sales per square foot multiplier.

The analysis estimates that retail space, on average, will generate ~ $233 per SF per year within the Plan area. This estimate is based on the retail tenants that are expected to locate within the Dillon Drive Urban Renewal Plan area. Sales tax generation is adjusted annually based on a 2% inflation rate. The summary of these inputs and their estimated sales tax generation are listed in the table below.

New Retail Space (25-Years)	80,600 SF
TIF Eligible Sales Tax Rate	3%
Estimated Sales Per SF	$ 233
Estimated Sales Tax Increment (Gross)[9]	$17,960,000
Estimated Sales Tax Increment (Annual Average)	$691,000
Percent of Annual Sales Tax Collections (City)	0.9%

This report assumes that the Dillon Drive Urban Renewal Plan will generate 80,600 square feet of retail space. Using an estimated sales per square of $233 PSF, this amount of space equates to $17,960,000 in sales tax increment over the next 25 years. This estimate is rounded and adjusted for inflation. The estimated annual average for sales tax increment generated is $691,000. For comparison, the City of Pueblo budgeted $75 million in general sales tax in 2024. This means that the projected retail development in the Dillon Drive Urban Renewal Plan area will generate annual sales tax revenues that are approximately 0.9% of the City's 2024 budgeted sales tax collections. This estimate does not include County or State Sales Tax collections.

[9] Inflation Adjusted @ 2% Annually

Taxing Entity Impacts

Assessing an Urban Renewal Plan's impacts on partnering taxing entities requires careful consideration of the revenue, services and infrastructure required to achieve that plan's goals. These impacts also need to consider the purpose of the Urban Renewal Plan. In addition to remediating blighting conditions, an Urban Renewal Plan typically is designed to bring about a public good, either in the form of public amenities or infrastructure, a specific type of development, additional housing, or employment.

The Dillon Drive Urban Renewal Plan area is intended to facilitate commercial development within a 46-acre area of the city. This area was found to exhibit eight of eleven statutorily defined blighting factors. Despite the area's proximity to the City's major arterials (US Hwy 50 and I-25), the 46-acres remain vacant and underutilized. There are significant development challenges with the site, including its lack of infrastructure and location within a 100-year floodplain. There is also structural deterioration noted in the Conditions Survey. The Dillon Drive Urban Renewal Plan is intended to help alleviate the present blighting conditions and provide incentives to make the proposed commercial development feasible and successful.

The Dillon Drive Urban Renewal Plan and its proposed development aligns with the City of Pueblo's Comprehensive Plan, its future land use, and the community's stated goals and visions for the property. The proposed development will not generate new housing, and therefore will not create impacts associated with new residents or students. Instead, this development represents a highly valued commercial development that will also create new property and sales tax revenue. The Dillon Drive Urban Renewal Plan represents a public private partnership that will eliminate blighting factors and attract significant investment to the City of Pueblo.

This public private partnership needs to be weighed against the possible fiscal impacts caused by the Urban Renewal Plan on partnering taxing entities. Colorado's Urban Renewal Law is direct in C.R.S. 31-25-107(3.5)I-V), when it lists requirements for Urban Renewal Impact Reports to evaluate potential impacts on effected taxing entities. The statute requires that the report examine County impacts, stating the following:

- An estimate on the county revenue impact, and on the cost and extent of additional county infrastructure and services required to serve development within the proposed urban renewal area, and the benefit of improvements within the urban renewal area to existing county infrastructure,
- A statement setting forth the method under which the authority or the municipality will finance, or that agreements are in place to finance, any additional County infrastructure and services required to serve development in the urban renewal area for the period in which all or any portion of the property taxes described in subparagraph (II) of paragraph (a) of subsection (9) of this section and levied by a county are paid to the authority,
- Any other estimated impacts of the urban renewal project on county services and revenues.

The Impact Report answers these requirements directly regarding the Dillon Drive Urban Renewal Plan's impacts to Pueblo County. This section will also address the Plan's impacts to the City of Pueblo, the Pueblo School District, the Pueblo City-County Library District and the remaining three taxing entities within the Plan area. Because the Plan area proposes only commercial development, only assessed value and revenue impacts are analyzed for these taxing entities. The Plan does not propose new residential units, and therefore will not generate new residents or students.

Impact Summary

The Dillon Drive Urban Renewal Plan is located within the 60B Taxing District and includes six (6) taxing entities. All six taxing entities levy a property tax within the Plan area. These districts include: Pueblo County, the City of Pueblo, the Pueblo School District (City), the Lower Arkansas Valley Water Conservancy District, the Southeastern Water Conservancy District, and the Pueblo City-County Library District.

The table below provides a comparison between the Project and all six taxing entities based on value and annual revenue collection. It provides a snapshot that demonstrates the Project's value and tax generation potential relative to each district. Specifically, it compares the Dillon Drive Urban Renewal Plan's assessed value (AV) and average annual property tax to these six taxing entities. The comparison represents a snapshot in time, contrasting the taxing entities' 2024 AV, budgeted property tax with the Plan's completed AV, and its average property tax. The reason for this comparison is to determine if the Plan area's Assessed Value and Tax Increment generated is significant at each taxing entity's AV or millage rate. This report qualifies "significance" as any Plan metric that is 10% or more than its associated taxing entity metric.

The table below summarizes this comparison. All comparisons over 10% are highlighted in red, as this represents a High Impact relative to assessed value and revenue. All comparisons greater than 5% but less than 10% are highlighted in brown. This percentage range represents a moderate impact to assessed value and revenue collections. Both high and moderate impacts indicate a need for PURA and the associated taxing entity to carefully assess the project's benefits and costs when drafting a tax increment financing agreement.

The Impact Assessment categories, which range from Low, Moderate, High, represent this report's Impact conclusion based on the quantitative comparison and additional measures explained in the following sections.

Dillon Drive Urban Renewal Plan Area Value and Tax Generation Comparison				
Taxing Entity Fiscal Impacts	**% District's Total AV**	**% District's Annual Property Tax**	**% District's Annual Sales Tax**	**Impact Assessment**
Pueblo County	0.3%	0.4%	-	Low
City of Pueblo	0.5%	0.5%	0.9%	Low
Pueblo School District 60	0.5%	0.6%	-	Low
Lower Arkansas Valley Water Conservancy	0.4%	0.4%	-	Low
Pueblo City-County Library District	0.3%	0.3%	-	Low
South East Water Conservancy	0.3%	0.4%	-	Low

The Report did not find any moderate or high impacts to value or revenue generated by the Dillon Drive Urban Renewal Plan and its forecasted tax increment. The fact that the proposed development is commercial development and will not generate any residential units, new residents, or students, implies that impacts beyond fiscal impacts are also low to each taxing entity. PURA and its associated taxing entities are encouraged to draft TIF agreements that ensure the Dillon Drive Urban Renewal Plan achieves its goal in remediating blight and making the development project feasible.

Pueblo County

Revenue Impacts

Pueblo County imposes a mill levy of 30.109 within the Dillon Drive Urban Renewal Plan area. This levy is a significant revenue source for the County's operations and funds. According to County's 2024 budget, net property taxes account for 17.5% of its General Fund revenue. According to the County's 2024, annual property tax collections amount to $71,607,825.

To quantify potential revenue impacts to the County, this report compared the projected annual property tax revenue within the renewal project to the County's budgeted property tax revenue. Projected property tax revenue is derived from new improvements and taxable equipment in the Plan area, meaning that the Plan area's base assessed value was not included in this comparison.

This Report projected the Plan area's annual property tax TIF revenue per the County's millage rate and compared it as a percentage to total property tax revenue collections. This report estimates that the Urban Renewal Plan's property tax increment generated at the County's millage rate will account for just 0.4% of its annual property tax revenue collections.

Pueblo County	2024 Property Tax Revenue (Budget)	Plan Area Estimated Tax Increment (Annual Average)	Percent of Total
Property Tax	$ 71.6 Million	$212,000	0.4%

The Dillon Drive Urban Renewal Plan will last 25 years. Over that time, the new improvements incentivized by this Plan will begin to accumulate incremental property tax revenue. These incremental property tax revenues represent a revenue stream that is remitted to PURA in accordance with law and pursuant to a TIF agreement in support of its remediation and redevelopment efforts in the Plan area.

The Plan area's projected development accounts for only 0.4% of the County's annual property tax revenue collections, when averaged. This report does not find this level to be fiscally significant to Pueblo County. The County's annual revenue budget, excluding debt proceeds, is $409,877,419. When compared to the Plan area's annual incremental property tax revenue, this amount is less than 0.0517% of the County's budgeted revenue. This means that over the next 25 years, the Urban Renewal Plan will alleviate blight and attract new commercial investment without significantly detracting from the County's revenues.

This report did not identify negative revenue impacts to Pueblo County caused by the Dillon Drive Urban Renewal Plan.

Infrastructure and Service Impacts

The Dillon Drive Urban Renewal Plan is within the City of Pueblo's municipal limits. The Plan is situated along state highway 50, and gains access to the City owned Street of Dillon Drive. Future infrastructure improvements such as central water and sewer services will be owned, operated and maintained by the City of Pueblo. The Plan area and its future development will not directly impact existing County infrastructure and services at this location, nor will it require the construction of new County infrastructure and/ or services at this location.

Development within the Plan will primarily access Dillon Drive, Bijou Street,. US Hwy 50 and I-25. These streets and arterials are owned and maintained by either the City of Pueblo or the state of Colorado. Ingress and egress points accessing the property will be designed and developed as part of the Urban Renewal Plan area. The financing of these improvements will be accomplished through a combination of developer contributions and tax increment financing. In addition to surface infrastructure, all water, sewer, police and fire services will also be served by the City of Pueblo.

This report did not find evidence that the Dillon Drive Urban Renewal Plan will require improvements to County-owned infrastructure. The Report also did not find evidence that the Dillon Drive Urban Renewal Plan will require Pueblo County to finance infrastructure improvements.

Although Pueblo County does provide services to Pueblo City residents, this plan is not projected to generate any new housing or new residents. The projected development is strictly commercial and will feature retail and office space throughout the area. This type of development will require water, sewer, and other utility services, in addition to fire protection. However, these services will be provided by the City and other taxing entities. For these reasons, this Report did not identify any significant impacts on Pueblo County services caused by this Plan.

County Impact Conclusion

This report concludes that the Dillon Drive Urban Renewal Plan will not generate adverse fiscal impacts on Pueblo County's revenue, infrastructure, or services.

Pueblo School District 60

Revenue Impacts

The Pueblo School District 60 (School District) is the taxing entity that levies the largest millage rate within the Dillon Drive Urban Renewal Plan area. The School District's millage rate is 45.021 including its Bond Levy, or approximately 45% of the total tax rate within the Plan area. The School District is therefore an important partner to PURA and vulnerable to the Plan's tax increment financing impacts.

According to the FY 2024 adopted budget, the School District general fund budgeted revenues is $459,227,561. Property tax revenue accounts for only 12%, or $53,097,440 of that total. The following table compares these annual tax revenues with the estimated annual incremental property tax revenue generated by the Dillon Drive Urban Renewal Plan.

Dillon Drive Urban Renewal Plan Impacts			
School District Fund	2024 Property Tax Revenue	Estimated Property Tax TIF (Annual Average)	Percent of Total
Total	**$53,097,440**	**$318,000**	**0.6%**

The Dillon Drive Urban Renewal Plan is not expected to generate a significant impact to the school district's annual property tax revenue given its low percent total of the District annual property tax revenue. The school district can effectively make this impact zero, however, it only pledges its School Finance Act (SFA) millage rate as part of a TIF sharing agreement. The state will backfill this fund, while mills dedicated to bonded debt service, overrides and abatements are not eligible for that reimbursement.

This report recommends that the School District pledge at least 100% of its SFA mill levy to Dillon Drive Urban Renewal Plan as it will not be adversely impacted.

Student Population Generation

The Dillon Drive Urban Renewal Plan is not projected to generate any residential development over the next 25-years. The commercial development proposed in the Plan area will create a negligible impact on the School District. Residential development, however, could lead to additional households and students, and therefore additional impacts on the school district. Because the Dillon Drive Urban Renewal Plan does not contemplate any residential development in the Plan area, this report concludes that there will be no students generated by this Plan. The possible impacts derived from residential development are not applicable to this Plan area. This report forecasts potential student generation to quantify that impact.

School District Impact Conclusion

The Dillon Drive Urban Renewal Plan is likely to not generate significant impacts on the Pueblo County School District 60. The Plan's projected property tax TIF represents only 0.6% of the district's annual property tax revenue.

Although PDC finds the impacts of the Dillon Drive Urban Renewal Plan to be minimal on the school district, this report does not recommend allocating any debt service mill levy to the plan area. Instead, this report recommends that the school district pledge its SFA levy in support of the Dillon Drive Urban Renewal Plan.

City of Pueblo

Revenue Impacts

The City of Pueblo imposes a mill levy of 15.633 within the Dillon Drive Urban Renewal Plan area. This mill levy is a significant revenue source to the City's general fund. According to the City's adopted FY2024 budget, General Fund revenues are estimated to be $102,092,312. Property tax revenue represents 21% of this total, or $21,046,922.[10]

To quantify potential revenue impacts to the City, this report compares the projected annual property tax revenue within the Plan area to the City's property tax revenue. Projected property tax revenue is derived from new improvements in the Plan area, meaning that the Plan area's base assessed value was not included in this comparison.

This Report projected the Dillon Drive Urban Renewal Plan area's annual property tax TIF per the City's millage rate and compared it as a percentage to total property tax revenue collections. This report estimates that the Plan area's property tax increment generated at the City's 15.633 millage rate will account for 0.3% of the City's annual property tax revenue collections.

City of Pueblo	2024 Property Tax Revenue (Budget)	Property Tax TIF (25-Year Annual Average)	Percent of Total
General Fund	$ 21,046,922	$110,000	0.5%

This report also evaluated sales tax revenue that may be generated by the Dillon Drive Urban Renewal Plan. The proposed development is expected to generate 80,600 square feet of retail commercial space. Using assumptions outlined in Section 3, the renewal project should generate an average of $691,000 sales tax annually. This sales tax TIF represents 0.9% of the City's annual sales tax revenues.

City of Pueblo	2023 Sales Tax Revenue (Budgeted)	Sales Tax TIF (25-Year Annual Average)	Percent of Total
General Fund	$ 75,525,971	$ 691,000	0.9%

These revenue impacts are well below the 10% threshold that typically signals a possible fiscal impact. The report recommends that given the Plan's low fiscal impact, the City should be willing to share both its property and sales tax levy with the Project to ensure that the project becomes feasible.

Infrastructure and Service Impacts

The Dillon Drive Urban Renewal Plan will help facilitate new commercial development throughout an underutilized and blighted parcel within municipal limits. This commercial development will align with the Comprehensive Plan's vision for this area by bringing commercial retail to a highly trafficked area. This development will require infrastructure and services to be successful, however, the extension of these services will be financed via the Urban Renewal Plan. This mitigates financial impacts on the City while also achieving the municipal goal of attracting commercial development to this area.

The Dillon Drive Urban Renewal Plan will not generate residential development, and therefore will not directly increase population for the City of Pueblo. This means that impacts to infrastructure and

[10] Per City's 2024 Budget.

services will be minor. This report finds the Plan's demands on infrastructure and services to constitute an insignificant impact on the City.

City of Pueblo Impact Conclusion

This report finds that the Dillon Drive Urban Renewal Plan will not create significant impacts to the City of Pueblo's finances and services. The City of Pueblo should pledge both its Property and Sales tax levy to this Urban Renewal Project because these impacts are minor. This revenue sharing agreement will succeed in remediating blight and attracting new development that satisfies community goals for this area.

Impact Summary on Remaining Taxing Entities

The Dillon Drive Urban Renewal Plan is designed to remediate blight and incentivize commercial development. Residential development is not considered within this Plan, and it will not generate new residents or students. TIF projections indicate that annual property tax collections are less than 1% for all associated taxing entities' annual property tax collections. The fact that this project is strictly a commercial development and generates an insignificant amount of annual property tax relative the taxing entities' annual budgets, the Report concludes that there are no negative impacts forecast for the partnering taxing entities. These taxing entities include Pueblo County, City of Pueblo, the Pueblo School District, the Southeast Water Conservancy District, the Lower Arkansas Valley Conservancy District, and Pueblo County-City Library District.

The Dilon Drive Urban Renewal Plan is designed to remove blighting factors, attract investment, and promote development that is in alignment with the City's Comprehensive Plan and Zoning Districts. The Dillon Drive Urban Renewal Plan will provide these benefits without negatively impacting partnering taxing entities. This Report suggests that the partnering taxing entities that are not impacted support this renewal project as it will advance Pueblo Comprehensive planning goals for the area and generate a positive impact on the Pueblo Community.

Conclusion and Recommendations

The Pueblo Urban Renewal Plan represents a creative and proven approach to Urban Renewal in Colorado and in the City of Pueblo. This Plan targets an area where a private developer has proposed a commercial development. This development is being jeopardized, however, by challenging "blighting factors" afflicting the property. The Conditions Survey identified eight blighted area factors on this site, many of which contribute to significant development costs. The Dillon Drive Urban Renewal Plan will help eliminate the blighting factors identified in the Conditions Survey, which will remove barriers to development in the area. The development and the blight remediation will likely require tax increment financing to make the project viable and ensure its success.

This report finds that the Plan will not generate significant impacts to any of the six partnering taxing entities that levy a mill within the 60B Tax Area.

This report recommends the following:

- **All participating taxing entities could pledge 100% of their millage rate to PURA and this Plan Area for the full duration of the Plan.**
- **The School District could pledge 100% of its School Finance Act millage rate to this Plan.**
- **The City of Pueblo could pledge 100% of its 3% general sales tax levy to this Plan.**
- **All Bond Redemption Levies should be exempt from TIF agreements with PURA.**

This report only recommends TIF sharing agreements that will provide PURA with the funds it needs to financially support the Dillon Drive Urban Renewal Plan, remediate blighted area factors, and make the development feasible. Proper TIF sharing agreements will ensure this development remediates blight and attracts investment that match community desires, without adversely impacting PURA's partners.

Appendix

Tax Increment Pro Forma

Dillon Drive URA Plan

Combined Annual Proforma

		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
Absorption Schedule																											
Residential		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Commercial		-	-	32,000	35,600	37,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Residential Units		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Commercial SF		-	-	32,000	35,600	37,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Project Total Value																											
Residential		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Commercial		$ -	$ -	$ 7,904,360	$ 7,980,378	$ 12,647,988	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Residential Actual Value		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
Total Commercial Actual Value		**$ -**	**$ -**	**$ 7,904,360**	**$ 7,980,378**	**$ 12,647,988**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
Project Taxable Value																											
Residential Ratio	6.90%																										
Commercial Ratio	25.0%																										
Assessor % Reduction	100%																										
Residential Taxable Value		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Commercial Taxable Value		$ -	$ -	$ 1,976,090	$ 1,995,094	$ 3,161,997	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Project Assessed Value (Taxable Value)		**$ -**	**$ -**	**$ 1,976,090**	**$ 1,995,094**	**$ 3,161,997**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**										
Estimated Increment																											
Annual NET AV (Assessed Value)		**$ -**	**$ -**	**$ 1,976,090**	**$ 1,995,094**	**$ 3,161,997**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Inflation Factor	2%																										
Total NET AV (Inflation Adjusted)		$ -	$ -	$ 2,015,612	$ 4,010,706	$ 7,316,157	$ 7,316,157	$ 7,462,480	$ 7,462,480	$ 7,611,730	$ 7,611,730	$ 7,763,965	$ 7,763,965	$ 7,919,244	$ 7,919,244	$ 8,077,629	$ 8,077,629	$ 8,239,181	$ 8,239,181	$ 8,403,965	$ 8,403,965	$ 8,572,044	$ 8,572,044	$ 8,743,485	$ 8,743,485	$ 8,918,355	$ 8,918,355
Estimated Base																											
Existing Taxable Value		$ 22,500	$ 22,500	$ 22,950	$ 22,950	$ 23,409	$ 23,409	$ 23,877	$ 23,877	$ 24,355	$ 24,355	$ 24,842	$ 24,842	$ 25,339	$ 25,339	$ 25,845	$ 25,845	$ 26,362	$ 26,362	$ 26,890	$ 26,890	$ 27,427	$ 27,427	$ 27,976	$ 27,976	$ 28,535	$ 28,535
Inflation Factor	2%																										
Incremental Taxable Value		$ -	$ -	$ 1,992,662	$ 3,987,756	$ 7,292,748	$ 7,292,748	$ 7,438,603	$ 7,438,603	$ 7,587,375	$ 7,587,375	$ 7,739,123	$ 7,739,123	$ 7,893,905	$ 7,893,905	$ 8,051,783	$ 8,051,783	$ 8,212,819	$ 8,212,819	$ 8,377,075	$ 8,377,075	$ 8,544,617	$ 8,544,617	$ 8,715,509	$ 8,715,509	$ 8,889,819	$ 8,889,819
Project Sales Tax																											
Sales Tax Rate	3.00%																										
Retail SALES Per SF		$ -	$ -	$ 8,100,000	$ 2,691,000	$ 8,010,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sales Tax %																											
Total Retail Sales Per SF		$ -	$ -	$ 8,100,000	$ 10,791,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000
Estimated Annual Sales Tax		$ -	$ -	$ 243,000	$ 323,730	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030

Property Tax TIF Estimates	*Plan Yr -->*	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
Property Tax																											
Total Incremental Taxable Value		$ -	$ -	$ 1,992,662	$ 3,987,756	$ 7,292,748	$ 7,292,748	$ 7,438,603	$ 7,438,603	$ 7,587,375	$ 7,587,375	$ 7,739,123	$ 7,739,123	$ 7,893,905	$ 7,893,905	$ 8,051,783	$ 8,051,783	$ 8,212,819	$ 8,212,819	$ 8,377,075	$ 8,377,075	$ 8,544,617	$ 8,544,617	$ 8,715,509	$ 8,715,509	$ 8,889,819	$ 8,889,819
Mill Levy	99.08																										
Annual Incremental Estimate		**$ -**	**$ -**	**$ 197,433**	**$ 395,107**	**$ 722,565**	**$ 722,565**	**$ 737,017**	**$ 737,017**	**$ 751,757**	**$ 751,757**	**$ 766,792**	**$ 766,792**	**$ 782,128**	**$ 782,128**	**$ 797,771**	**$ 797,771**	**$ 813,726**	**$ 813,726**	**$ 830,001**	**$ 830,001**	**$ 846,601**	**$ 846,601**	**$ 863,533**	**$ 863,533**	**$ 880,803**	**$ 880,803**
Discount Rate	7.00%																										
NPV	**$7,034,516**																										

Sales Tax TIF Estimate																											
Retail SF		-	-	8,100,000	10,791,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000
Estimated Annual Sales Tax		$ -	$ -	$ 243,000	$ 323,730	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030
Sales Tax Sharing %	100%																										
Estimated Sales Tax Increment		$ -	$ -	$ 243,000	$ 323,730	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030
Inflation Adjustment	2%																										
Inflation Adjusted Sales		$ -	$ -	$ 263,031	$ 357,424	$ 635,189	$ 647,893	$ 660,851	$ 674,068	$ 687,549	$ 701,300	$ 715,326	$ 729,633	$ 744,226	$ 759,110	$ 774,292	$ 789,778	$ 805,574	$ 821,685	$ 838,119	$ 854,881	$ 871,979	$ 889,418	$ 907,207	$ 925,351	$ 943,858	$ 962,735
Rolling Inflation																											
Discount Rate	7.00%																										
NPV /No Inflation	**$5,204,938**																										
NPV w/ Inflation	**$6,797,163**																										

PROPERTY TAX INCREMENT REVENUE AGREEMENT
(SE Colorado Water Conservancy District – Dillon Drive Urban Renewal Project)

1.0 PARTIES. This Agreement (the "Agreement") is made and executed effective as of September 18, 2025 by and between the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "Authority") and the SOUTHEASTERN COLORADO WATER CONSERVANCY DISTRICT, a political subdivision of the State of Colorado (the "District"). The Authority and the District are also referred to herein collectively as the "Parties" or individually as a "Party."

2.0 RECITALS. The following recitals are incorporated in and made a part of this Agreement. Capitalized terms are defined in Section 4.0.

2.1 Urban Renewal Project; Project Documents. Pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"), the City Council of the City of Pueblo (the "City") is expected to consider approving the "Dillon Drive Urban Renewal Plan" (the "Urban Renewal Plan" or "Plan") at its meeting on _____, 202_ pursuant to the notices of public hearing required by the Act. The purpose of the Plan is to eliminate conditions of blight documented in the "Dillion Drive Conditions Survey" dated July 25, 2024 (the "Conditions Survey"), and to redevelop and rehabilitate the Urban Renewal Area described in the Plan by private enterprise as required by the Act. The benefits and potential burdens of the Urban Renewal Project on the District and other taxing entities are described in that certain document entitled "Dillon Drive Urban Renewal Plan Impact Report" dated September 29, 2024 (the "Impact Report").

2.2 Tax Increment Financing. The Urban Renewal Plan contains provisions the permit the financing of the Urban Renewal Project by means of property tax increment financing ("TIF Financing") contained in Section 31-25-107(9) of the Act and is therefore subject to the requirements contained in House Bill 15-1348 enacted in 2015, as amended to date (collectively, the "Amended 1348 Requirements").

2.3 Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of any and all undertakings and activities authorized in the Plan and the Act to eliminate conditions of blight and to comply with Section 31-25-107(4)(g) of the Act that requires the Plan afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation and redevelopment of the Urban Renewal Area by private enterprise.

2.4 Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the Amended 1348 Requirements), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the Urban Renewal Area. The Agreement addresses, among other things, the estimated impacts of the Urban Renewal Plan on the District services associated solely with the Plan.

3.0 AGREEMENT, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and among the Parties hereto as set forth herein.

4.0 DEFINITIONS. In this Agreement, unless a different meaning clearly appears from the context:

4.1 "Act" means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S, as amended to date.

4.2 "Agreement" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

4.3 "Amended 1348 Requirements" means the requirements applicable to use of Property Tax Increment Revenues imposed by House Bill 15-1348 enacted in 2015, as amended to date.

4.4 "Authority" means the Party described in Section 1.0, and its successors and assigns.

4.5 "Bonds" means any bonds (including refunding bonds), notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, or other obligations provided in the Act.

4.6 "District" means the Party described in Sections 1.0 and 2.1, and its successors and assigns.

4.7 "Duration" means the twenty-five (25) year period that the tax increment or tax allocation provisions of the Plan will be in effect as specified in Section 31-25-109(a) of the Act and the Plan and the Authority will receive the Property Tax Increment Revenues. The last year the assessment roll will be divided to produce Property Tax Increment Revenues is 2049 and the last year the Authority will receive Property Tax Increment Revenues is from taxes payable in 2050.

4.8 "Party" or "Parties" shall have the meaning described in Section 1.0.

4.9 "Plan" or "Urban Renewal Plan" means the urban renewal plan defined in Section 2.2.

4.10 "Project" shall have the same meaning as Urban Renewal Project.

4.11 "Project Documents" means the Conditions Survey, Impact Report, Urban Renewal Plan, and the notice of public hearing described in Section 2.1.

4.12 "Property Tax Increment Revenues" means all revenues produced by property tax levies on the tax increment portion of the property tax assessment roll, as described in Section 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration.

4.13 "Special Fund" means the fund described in the Plan and Section 31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

4.14 "TIF Financing" means the financing authorized and permitted pursuant to the tax allocation or tax increment provisions of the Plan and Section 31-25-107(9) of the Act.

4.15 "Urban Renewal Area" means the area included in the boundaries of the Plan.

4.16 "Urban Renewal Project" means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan authorized by and pursuant to the Act.

5.0 COOPERATION. In accordance with Section 31-25-112 of the Act, this Agreement shall constitute an agreement in writing by the District to aid the Authority in (1) the elimination of conditions of blight from the Urban Renewal Area, and (2) providing necessary infrastructure through the unqualified payment or reimbursement of eligible costs of the Project.

5.1 Property Tax Increment Revenues. The District agrees the Authority may retain and expend in furtherance of the Urban Renewal Project 100% of the Property Tax Increment Revenues it receives from the Pueblo County Treasurer each year from the property tax levy of the District against the tax increment portion of the assessment roll as authorized in the Plan for the maximum period of twenty-five (25) years that the Authority is authorized to receive Property Tax Increment Revenues pursuant to the Act (the "Duration").

5.2 Pledge of Property Tax Increment Revenues. The District recognizes and agrees that in reliance on this Agreement, the Authority intends to and shall have the unqualified right to irrevocably pledge all the Property Tax Increment Revenues it receives to payment of the eligible costs of the Urban Renewal Project for the Duration. The Authority has elected to apply the provisions of Section 11-57-208, C.R.S. to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority shall be subject to the lien of such pledge for the Duration of the Project without any physical delivery, filing, or further act and shall be an obligation of the Parties pursuant to Section 31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues shall be governed by Section 11-57-208, C.R.S.

5.3 Amended 1348 Requirements. The Parties acknowledge that the Amended 1348 Requirements created new requirements applicable to new or modified urban renewal projects. By entering into this Agreement, the Parties intend to resolve all questions concerning the applicability of theses statutory changes to the matters described herein to aid in the timely execution of the Urban Renewal Project.

5.4 Receipt of Project Documents; Waivers. The District acknowledges receipt of the Project Documents and agrees that the Project Documents and execution of this Agreement satisfy

the requirements of the Act regarding all applicable Amended 1348 Requirements for the adoption of the Plan, TIF Financing for this Urban Renewal Plan, and notices related thereto, except those that may apply to future modifications of Plan as required by Sections 31-25-107 (3.5) and (7) of the Act. Subject to such right to receive notice of any proposed future modification of the Plan, the District hereby waives (1) the right to receive any funds to finance any additional infrastructure and services required to serve development within the Urban Renewal Area; (2) the right to enjoin any activity of the Authority pursuant to the Plan, including the right of the Authority to issue Bonds necessary to finance the Project; (3) the rights to receive the notice and share in Property Tax Increment Revenues in accordance with the provisions of Sections 31-25-107 (9.5) and (11) of the Act; (4) the arbitration rights contained in Section 31-25-107 (12) of the Act; and (5) any other right or remedy that would materially interfere with or impair the validity of the Bonds or the rights and remedies of any holder of the Bonds.

6.0 NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the District of any proposed modification of the Plan as required by Sections 31-25-107(3.5) and (7) of the Act. This Agreement is not part of the Plan.

7.0 AGREEMENT CONFINED TO URBAN RENEWAL PLAN. This Agreement applies only to the Urban Renewal Plan and the Urban Renewal Area, and does not include any other urban renewal plan or urban renewal area.

8.0 MISCELLANEOUS.

8.1 Delays. Subject to Section 8.2 herein, any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

8.2 Termination; Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF Financing provision, the Authority may terminate this Agreement by delivering written notice to the District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction on or after the effective date hereof that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

8.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

8.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

8.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement; provided, however, a bond trustee or lender may enforce its rights as provided under the documents authorizing the issuance or sale of the Bonds. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

8.6 No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of sovereign or governmental immunity that the Parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

8.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

8.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

8.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of eligible costs or any other lawful financing obligation related to the Project.

8.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and any exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

8.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement; provided, however, the Agreement may be assigned by a Party to a successor of such Party.

8.12 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

8.13 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

8.14 Severability. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

8.15 Minor Changes. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement are authorized to make and may have made, minor changes to this Agreement as they have considered necessary. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of the Agreement shall constitute the approval of such changes by the respective Parties.

8.16 Electronic Transactions. The Parties agree that any individual or individuals who are authorized to execute this Agreement on behalf of the Authority or the District are hereby authorized to execute this Agreement electronically via facsimile or email signature. This agreement by the Parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Agreement shall carry the full legal force and effect of any original, handwritten signature. The Parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

ATTEST:

PUEBLO URBAN RENEWAL AUTHORITY

By: _____
Secretary/Executive Director

By: _____
Chair

ATTEST:

SOUTHEASTERN COLORADO WATER CONSERVANCY DISTRICT

By: _____

By: _____

PROPERTY TAX INCREMENT REVENUE AGREEMENT
(School District No. 60 – Dillon Drive Urban Renewal Project)

1.0 PARTIES. This Agreement (the "Agreement") is made and executed effective as of SEPTEMBER 9, 2025, by and between the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "Authority") and PUEBLO SCHOOL DISTRICT NO. 60, a political subdivision of the State of Colorado (the "District"). The Authority and the District are also referred to herein collectively as the "Parties" or individually as a "Party."

2.0 RECITALS. The following recitals are incorporated in and made a part of this Agreement. Capitalized terms are defined in Section 4.0.

2.1 Urban Renewal Project; Project Documents. Pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"), the City Council of the City of Pueblo (the "City") is expected to consider approving the "Dillon Drive Urban Renewal Plan" (the "Urban Renewal Plan" or "Plan") at its meeting on OCTOBER 14, 2025 pursuant to the notices of public hearing required by the Act. The purpose of the Plan is to eliminate conditions of blight documented in the "Dillion Drive Conditions Survey" dated July 25, 2024 (the "Conditions Survey"), and to redevelop and rehabilitate the Urban Renewal Area described in the Plan by private enterprise as required by the Act. The benefits and potential burdens of the Urban Renewal Project on the County and other taxing entities are described in that certain document entitled "Dillon Drive Urban Renewal Plan Impact Report" dated September 29, 2024 (the "Impact Report").

2.2 Tax Increment Financing. The Urban Renewal Plan contains provisions the permit the financing of the Urban Renewal Project by means of property tax increment financing ("TIF Financing") contained in Section 31-25-107(9) of the Act and is therefore subject to the requirements contained in House Bill 15-1348 enacted in 2015, as amended to date (collectively, the "Amended 1348 Requirements").

2.3 Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of any and all undertakings and activities authorized in the Plan and the Act to eliminate conditions of blight, and to comply with Section 31-25-107(4)(g) of the Act that requires the Plan afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation and redevelopment of the Urban Renewal Area by private enterprise.

2.4 Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the Amended 1348 Requirements), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the Urban Renewal Area. The Agreement addresses, among other things, the estimated impacts of the Urban Renewal Plan on the County services associated solely with the Plan.

3.0 AGREEMENT, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and among the Parties hereto as set forth herein.

4.0 DEFINITIONS. In this Agreement, unless a different meaning clearly appears from the context:

4.1 "Act" means the Colorado Urban Renewal Law, §§31-25-101, *et seq.*, C.R.S, as amended.

4.2 "Agreement" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

4.3 "Amended 1348 Requirements" means the requirements applicable to use of Property Tax Increment Revenues imposed by House Bill 15-1348 enacted in 2015, as amended to date.

4.4 "Authority" means the Party described in Section 1.0, and its successors and assigns.

4.5 "Bonds" means any bonds (including refunding bonds), notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, or other obligations provided in the Act.

4.6 "City" means the party described in Section 2.1, and its successors and assigns.

4.7 "District" means the Party described in Section 1.0, and its successors and assigns.

4.8 "Duration" means the twenty-five (25) year period that the tax increment or tax allocation provisions of the Plan will be in effect as specified in Section 31-25-109(a) of the Act and the Plan and the Authority will receive the Property Tax Increment Revenues. The last year the assessment roll will be divided to produce Property Tax Increment Revenues is 2049 and the last year the Authority will receive Property Tax Increment Revenues is from taxes payable in 2050.

4.9 "Party" or "Parties" shall have the meaning described in Section 1.0.

4.10 "Plan" or "Urban Renewal Plan" means the urban renewal plan defined in Section 2.2.

4.11 "Project" shall have the same meaning as Urban Renewal Project.

4.12 "Project Documents" means the Conditions Survey, Impact Report, Urban Renewal Plan, and the notice of public hearing described in Section 2.1.

4.13 "Property Tax Increment Revenues" means all revenues with the exception of those revenues described in Sections 5.1, 5.2, and 5.3 below, produced by property tax levies on the TIF portion of the property tax assessment roll, as described in Section 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration of the TIF Financing provisions of the Plan.

4.14 "Special Fund" means the fund described in the Plan and Section 31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

4.15 "TIF Financing" means the financing authorized and permitted pursuant to the tax allocation or tax increment provisions of the Plan and Section 31-25-107(9) of the Act.

4.16 "Urban Renewal Area" means the area included in the boundaries of the Plan.

4.17 "Urban Renewal Project" means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan authorized by and pursuant to the Act.

5.0 COOPERATION. In accordance with Section 31-25-112 of the Act, this Agreement shall constitute an agreement in writing by the District to aid the Authority in (1) the elimination of conditions of blight from the Urban Renewal Area, and (2) providing necessary infrastructure through the unqualified payment or reimbursement of eligible costs of the Project.

5.1 Property Tax Increment Revenues. The District agrees the Authority may retain and expend in furtherance of the Urban Renewal Project 100% of the Property Tax Increment Revenues it receives from the Pueblo County Treasurer each year from the general fund, abatements, and credits property tax levy of the District against the TIF portion of the assessment roll as authorized in the Plan for the maximum period of twenty-five (25) years that the Authority is authorized to receive Property Tax Increment Revenues pursuant to the Act (the "Duration").

5.2 Debt Service Mill Levy Allocation. The Authority and the District acknowledge that prior to and in November 2019, the eligible electors of the District passed ballot measures for the issuance of general obligation bonds to finance capital construction costs for the District ("Debt Service Mill Levy") and that the District voters in the future may pass measures authorizing similar general obligation bonds ("Future Debt Service Mill Levies") The Authority agrees to deposit into a separate account created for and annually distributed to the District (the "District Account") all of the increase in Property Tax Increment Revenues calculated, produced, allocated and transferred to the Authority solely as a result of the levy by the District of the Debt Service Mill Levy, Future Debt Service Mill Levies, and Future Mill Levy Overrides (as defined in Section 5.3 below), upon taxable property within the Plan area pursuant to and in accordance with Section 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado (the "Debt Service and Future Mill Levy Override Levy Allocation").

5.3 Future Mill Levy Override Allocation. The Parties acknowledge that the current Public School Finance Act of 1994, Colorado Revised Statutes Title 22, Article 54, Part 1 authorizes school districts, including the District, to submit to its eligible electors a ballot question to raise and expend local property tax revenues in excess of the District's total program ("Mill Levy Override"). While the District currently does not have a Mill Levy Override, its eligible electors may in the future pass one or more a Mill Levy Overrides ("Future Mill Levy Overrides"). The Authority agrees to deposit into and annually distribute into and from the District Account all of the increase in Property Tax Increment Revenues calculated, produced, allocated and transferred to the Authority solely as a result of the levy by the District of Future Mill Levy Overrides upon taxable property within the Plan area pursuant to and in accordance with Section 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado (the "Debt Service and Mill Levy Override Levy Allocation").

5.4 Pledge of Property Tax Increment Revenues. The District recognizes and agrees that in reliance on this Agreement, the Authority intends to and shall have the unqualified right to irrevocably pledge all the Property Tax Increment Revenues it receives to payment of the eligible costs of the Urban Renewal Project for the duration of the Urban Renewal Project. The Authority has elected to apply the provisions of Section 11-57-208, C.R.S., to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority shall be subject to the lien of such pledge for the Duration of the Project without any physical delivery, filing, or further act and shall be an obligation of the Parties pursuant to Section 31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues shall be governed by Section 11-57-208, C.R.S.

5.5 Amended 1348 Requirements. The Parties acknowledge that the Amended 1348 Requirements created new requirements applicable to new or modified urban renewal projects. By entering into this Agreement, the Parties intend to resolve all questions concerning the applicability of theses statutory changes to the matters described herein to aid in the timely execution of the Urban Renewal Project.

5.6 Receipt of Project Documents; Waivers. The District acknowledges receipt of the Project Documents and agrees that the Project Documents and execution of this Agreement satisfy the requirements of the Act regarding all applicable Amended 1348 Requirements for the adoption of the Plan, TIF Financing for this Urban Renewal Plan, and notices related thereto, except those that may apply to future modifications of Plan as required by Sections 31-25-107 (3.5) and (7) of the Act. Subject to such right to receive notice of any proposed future modification of the Plan and to the provisions of Sections 5.1, 5.2, and 5.3 above, the District hereby waives (1) the right to receive any funds to finance any additional infrastructure and services required to serve development within the Urban Renewal Area; (2) the right to enjoin any activity of the Authority pursuant to the Plan, including the right of the Authority to issue Bonds necessary to finance the Project; (3) the rights to receive the notice and share in Property Tax Increment Revenues in accordance with the provisions of Sections 31-25-107 (9.5) and (11) of the Act except as provided in Sections 5.1, 5.2, and 5.3 above; (4) the arbitration rights contained in Section 31-25-107 (12) of the Act; and (5) any other right or remedy that would materially interfere with or impair the validity of the Bonds or the rights and remedies of any

holder of the Bonds.

6.0 NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the District of any proposed modification of the Plan as required by Sections 31-25-107(3.5) and (7) of the Act. This Agreement is not part of the Plan.

7.0 AGREEMENT CONFINED TO URBAN RENEWAL PLAN. This Agreement applies only to the Urban Renewal Plan and the Urban Renewal Area, and does not include any other urban renewal plan or urban renewal area.

8.0 MISCELLANEOUS.

8.1 Delays. Subject to Section 8.2 herein, any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

8.2 Termination; Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF Financing provision, the Authority may terminate this Agreement by delivering written notice to the District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction on or after the effective date hereof that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

8.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

8.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

8.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement; provided, however, a bond trustee or lender may enforce its rights as provided under the documents authorizing the issuance or sale of the Bonds. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties

receiving services or benefits under this Agreement shall be an incidental beneficiary only.

8.6 No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of sovereign or governmental immunity that the Parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

8.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

8.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

8.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of eligible costs or any other lawful financing obligation related to the Project.

8.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and any exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

8.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement; provided, however, the Agreement may be assigned by a Party to a successor of such Party.

8.12 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

8.13 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

8.14 Severability. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

8.15 Minor Changes. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement are authorized to make and may have made, minor changes to this Agreement as they have considered necessary. So long as such changes were consistent with the intent and

understanding of the Parties at the time of approval by the governing bodies, the execution of the Agreement shall constitute the approval of such changes by the respective Parties.

8.16 Electronic Transactions. The Parties agree that any individual or individuals who are authorized to execute this Agreement on behalf of the Authority or the County are hereby authorized to execute this Agreement electronically via facsimile or email signature. This agreement by the Parties to usc electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Agreement shall carry the full legal force and effect of any original, handwritten signature. The Parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

8.17 Notices. All notices required by this Agreement shall be in writing, and (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than five business days thereafter. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the signature block to this Agreement.

8.18 Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party. The Parties further covenant and warrant that they are authorized to enter into this Agreement pursuant to law, including, without limitation, Section 31-25-107(9.5) of the Act.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

ATTEST:

By: _____
Secretary/Executive Director

PUEBLO URBAN RENEWAL AUTHORITY

By: _____
Chair
115 East Riverwalk, Suite 410, Pueblo, CO 81003

ATTEST:

PUEBLO SCHOOL DISTRICT NO. 60

By: Geri Patrone
Geri Patrone, Board Secretary

By: Susan Pannunzio
Susan Pannunzio, Board President
315 W. 11th Street, Pueblo, CO 81003

Approved as to form:
Richard Caplan

By: _____
Caplan and Earnest LLC
Attorneys for Pueblo School District No. 60

4918-9833-5840, v. 1

PROPERTY TAX INCREMENT REVENUE AGREEMENT

(Pueblo County– Dillon Drive Urban Renewal Project)

1.0 PARTIES. This Agreement (the "Agreement") is made and executed effective as of September 25, 2025, by and between the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "Authority") and PUEBLO COUNTY, a political subdivision of the State of Colorado (the "County"). The Authority and the County are also referred to herein collectively as the "Parties" or individually as a "Party."

2.0 RECITALS. The following recitals are incorporated in and made a part of this Agreement. Capitalized terms are defined in Section 4.0.

2.1 Urban Renewal Project; Project Documents. Pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"), the City Council of the City of Pueblo (the "City") is expected to consider approving the "Dillon Drive Urban Renewal Plan" (the "Urban Renewal Plan" or "Plan") at its meeting on October 14, 2025 pursuant to the notices of public hearing required by the Act. The purpose of the Plan is to eliminate conditions of blight documented in the "Dillion Drive Conditions Survey" dated July 25, 2024 (the "Conditions Survey"), and to redevelop and rehabilitate the Urban Renewal Area described in the Plan by private enterprise as required by the Act. The benefits and potential burdens of the Urban Renewal Project on the County and other taxing entities are described in that certain document entitled "Dillon Drive Urban Renewal Plan Impact Report" dated September 29, 2024 (the "Impact Report").

2.2 Tax Increment Financing. The Urban Renewal Plan contains provisions the permit the financing of the Urban Renewal Project by means of property tax increment financing ("TIF Financing") contained in Section 31-25-107(9) of the Act and is therefore subject to the requirements contained in House Bill 15-1348 enacted in 2015, as amended to date (collectively, the "Amended 1348 Requirements").

2.3 Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of any and all undertakings and activities authorized in the Plan and the Act to eliminate conditions of blight and to comply with Section 31-25-107(4)(g) of the Act that requires the Plan afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation and redevelopment of the Urban Renewal Area by private enterprise.

2.4 Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the Amended 1348 Requirements), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the Urban Renewal Area. The Agreement addresses, among other things, the estimated impacts of the Urban Renewal Plan on the County services associated solely with the Plan.

3.0 AGREEMENT, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and among the Parties hereto as set forth herein.

4.0 DEFINITIONS. In this Agreement, unless a different meaning clearly appears from the context:

4.1 "Act" means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S, as amended to date.

4.2 "Agreement" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

4.3 "Amended 1348 Requirements" means the requirements applicable to use of Property Tax Increment Revenues imposed by House Bill 15-1348 enacted in 2015, as amended to date.

4.4 "Authority" means the Party described in Section 1.0, and its successors and assigns.

4.5 "Bonds" means any bonds (including refunding bonds), notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, or other obligations provided in the Act.

4.6 "County" means the Party described in Sections 1.0 and 2.1, and its successors and assigns.

4.7 "Duration" means the twenty-five (25) year period that the tax increment or tax allocation provisions of the Plan will be in effect as specified in Section 31-25-109(a) of the Act and the Plan and the Authority will receive the Property Tax Increment Revenues. The last year the assessment roll will be divided to produce Property Tax Increment Revenues is 2049 and the last year the Authority will receive Property Tax Increment Revenues is from taxes payable in 2050.

4.8 "Party" or "Parties" shall have the meaning described in Section 1.0.

4.9 "Plan" or "Urban Renewal Plan" means the urban renewal plan defined in Section 2.2.

4.10 "Project" shall have the same meaning as Urban Renewal Project.

4.11 "Project Documents" means the Conditions Survey, Impact Report, Urban Renewal Plan, and the notice of public hearing described in Section 2.1.

4.12 "Property Tax Increment Revenues" means all revenues produced by property tax levies on the tax increment portion of the property tax assessment roll, as described in Section 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration.

4.13 "Special Fund" means the fund described in the Plan and Section 31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

4.14 "TIF Financing" means the financing authorized and permitted pursuant to the tax allocation or tax increment provisions of the Plan and Section 31-25-107(9) of the Act.

4.15 "Urban Renewal Area" means the area included in the boundaries of the Plan.

4.16 "Urban Renewal Project" means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan authorized by and pursuant to the Act.

5.0 COOPERATION. In accordance with Section 31-25-112 of the Act, this Agreement shall constitute an agreement in writing by the County to aid the Authority in (1) the elimination of conditions of blight from the Urban Renewal Area, and (2) providing necessary infrastructure through the unqualified payment or reimbursement of eligible costs of the Project.

5.1 Property Tax Increment Revenues. The County agrees the Authority may retain and expend in furtherance of the Urban Renewal Project 100% of the Property Tax Increment Revenues it receives from the Pueblo County Treasurer each year from the property tax levy of the County against the tax increment portion of the assessment roll as authorized in the Plan for the maximum period of twenty-five (25) years that the Authority is authorized to receive Property Tax Increment Revenues pursuant to the Act (the "Duration").

5.2 Pledge of Property Tax Increment Revenues. The County recognizes and agrees that in reliance on this Agreement, the Authority intends to and shall have the unqualified right to irrevocably pledge all the Property Tax Increment Revenues it receives to payment of the eligible costs of the Urban Renewal Project for the Duration. The Authority has elected to apply the provisions of Section 11-57-208, C.R.S. to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority shall be subject to the lien of such pledge for the Duration of the Project without any physical delivery, filing, or further act and shall be an obligation of the Parties pursuant to Section 31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues shall be governed by Section 11-57-208, C.R.S.

5.3 Amended 1348 Requirements. The Parties acknowledge that the Amended 1348 Requirements created new requirements applicable to new or modified urban renewal projects. By entering into this Agreement, the Parties intend to resolve all questions concerning the applicability of theses statutory changes to the matters described herein to aid in the timely execution of the Urban Renewal Project.

5.4 Receipt of Project Documents; Waivers. The County acknowledges receipt of the Project Documents and agrees that the Project Documents and execution of this Agreement satisfy

the requirements of the Act regarding all applicable Amended 1348 Requirements for the adoption of the Plan, TIF Financing for this Urban Renewal Plan, and notices related thereto, except those that may apply to future modifications of Plan as required by Sections 31-25-107 (3.5) and (7) of the Act. Subject to such right to receive notice of any proposed future modification of the Plan, the County hereby waives (1) the right to receive any funds to finance any additional infrastructure and services required to serve development within the Urban Renewal Area; (2) the right to enjoin any activity of the Authority pursuant to the Plan, including the right of the Authority to issue Bonds necessary to finance the Project; (3) the rights to receive the notice and share in Property Tax Increment Revenues in accordance with the provisions of Sections 31-25-107 (9.5) and (11) of the Act; (4) the arbitration rights contained in Section 31-25-107 (12) of the Act; and (5) any other right or remedy that would materially interfere with or impair the validity of the Bonds or the rights and remedies of any holder of the Bonds.

6.0 NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the County of any proposed modification of the Plan as required by Sections 31-25-107(3.5) and (7) of the Act. This Agreement is not part of the Plan.

7.0 AGREEMENT CONFINED TO URBAN RENEWAL PLAN. This Agreement applies only to the Urban Renewal Plan and the Urban Renewal Area, and does not include any other urban renewal plan or urban renewal area.

8.0 MISCELLANEOUS.

8.1 Delays. Subject to Section 8.2 herein, any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

8.2 Termination; Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF Financing provision, the Authority may terminate this Agreement by delivering written notice to the County. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction on or after the effective date hereof that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

8.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

8.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

8.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement; provided, however, a bond trustee or lender may enforce its rights as provided under the documents authorizing the issuance or sale of the Bonds. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

8.6 No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of sovereign or governmental immunity that the Parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

8.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

8.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

8.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of eligible costs or any other lawful financing obligation related to the Project.

8.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and any exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

8.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement; provided, however, the Agreement may be assigned by a Party to a successor of such Party.

8.12 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

8.13 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

8.14 Severability. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

8.15 Minor Changes. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement are authorized to make and may have made, minor changes to this Agreement as they have considered necessary. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of the Agreement shall constitute the approval of such changes by the respective Parties.

8.16 Electronic Transactions. The Parties agree that any individual or individuals who are authorized to execute this Agreement on behalf of the Authority or the County are hereby authorized to execute this Agreement electronically via facsimile or email signature. This agreement by the Parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Agreement shall carry the full legal force and effect of any original, handwritten signature. The Parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

ATTEST:

By: _____
Secretary/Executive Director

PUEBLO URBAN RENEWAL AUTHORITY

By: _____
Chair

ATTEST:

By: Candace Rivera
Clerk to the Board

PUEBLO COUNTY

By: _____
Chair, Board of County Commissioners

PROPERTY TAX INCREMENT REVENUE AGREEMENT

(Pueblo City-County Library District – Dillon Drive Urban Renewal Project)

1.0 PARTIES. This Agreement (the "Agreement") is made and executed effective as of MAY 29, 2025 by and between the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "Authority") and the PUEBLO CITY-COUNTY LIBRARY DISTRICT, a political subdivision of the State of Colorado (the "District"). The Authority and the District are also referred to herein collectively as the "Parties" or individually as a "Party."

2.0 RECITALS. The following recitals are incorporated in and made a part of this Agreement. Capitalized terms are defined in Section 4.0.

2.1 Urban Renewal Project; Project Documents. Pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"), the City Council of the City of Pueblo (the "City") is expected to consider approving the "Dillon Drive Urban Renewal Plan" (the "Urban Renewal Plan" or "Plan") at its meeting on July 8, 2025 pursuant to the notices of public hearing required by the Act. The purpose of the Plan is to eliminate conditions of blight documented in the "Dillion Drive Conditions Survey" dated July 25, 2024 (the "Conditions Survey"), and to redevelop and rehabilitate the Urban Renewal Area described in the Plan by private enterprise as required by the Act. The benefits and potential burdens of the Urban Renewal Project on the District and other taxing entities are described in that certain document entitled "Dillon Drive Urban Renewal Plan Impact Report" dated September 29, 2024 (the "Impact Report").

2.2 Tax Increment Financing. The Urban Renewal Plan contains provisions the permit the financing of the Urban Renewal Project by means of property tax increment financing ("TIF Financing") contained in Section 31-25-107(9) of the Act and is therefore subject to the requirements contained in House Bill 15-1348 enacted in 2015, as amended to date (collectively, the "Amended 1348 Requirements").

2.3 Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of any and all undertakings and activities authorized in the Plan and the Act to eliminate conditions of blight and to comply with Section 31-25-107(4)(g) of the Act that requires the Plan afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation and redevelopment of the Urban Renewal Area by private enterprise.

2.4 Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the Amended 1348 Requirements), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the Urban Renewal Area. The Agreement addresses, among other things, the estimated impacts of the Urban Renewal Plan

3.0 AGREEMENT, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and among the Parties hereto as set forth herein.

4.0 DEFINITIONS. In this Agreement, unless a different meaning clearly appears from the context:

4.1 "Act" means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S, as amended to date.

4.2 "Agreement" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

4.3 "Amended 1348 Requirements" means the requirements applicable to use of Property Tax Increment Revenues imposed by House Bill 15-1348 enacted in 2015, as amended to date.

4.4 "Authority" means the Party described in Section 1.0, and its successors and assigns.

4.5 "Bonds" means any bonds (including refunding bonds), notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, or other obligations provided in the Act.

4.6 "District" means the Party described in Sections 1.0 and 2.1, and its successors and assigns.

4.7 "Duration" means the twenty-five (25) year period that the tax increment or tax allocation provisions of the Plan will be in effect as specified in Section 31-25-109(a) of the Act and the Plan and the Authority will receive the Property Tax Increment Revenues. The last year the assessment roll will be divided to produce Property Tax Increment Revenues is 2049 and the last year the Authority will receive Property Tax Increment Revenues is from taxes payable in 2050.

4.8 "Party" or "Parties" shall have the meaning described in Section 1.0.

4.9 "Plan" or "Urban Renewal Plan" means the urban renewal plan defined in Section 2.2.

4.10 "Project" shall have the same meaning as Urban Renewal Project.

4.11 "Project Documents" means the Conditions Survey, Impact Report, Urban Renewal Plan, and the notice of public hearing described in Section 2.1.

4.12 "Property Tax Increment Revenues" means all revenues produced by property tax levies on the tax increment portion of the property tax assessment roll, as described in Section 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration.

4.13 "Special Fund" means the fund described in the Plan and Section 31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

4.14 "TIF Financing" means the financing authorized and permitted pursuant to the tax allocation or tax increment provisions of the Plan and Section 31-25-107(9) of the Act.

4.15 "Urban Renewal Area" means the area included in the boundaries of the Plan.

4.16 "Urban Renewal Project" means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan authorized by and pursuant to the Act.

5.0 COOPERATION. In accordance with Section 31-25-112 of the Act, this Agreement shall constitute an agreement in writing by the District to aid the Authority in (1) the elimination of conditions of blight from the Urban Renewal Area, and (2) providing necessary infrastructure through the unqualified payment or reimbursement of eligible costs of the Project.

5.1 Property Tax Increment Revenues. The District agrees the Authority may retain and expend in furtherance of the Urban Renewal Project 100% of the Property Tax Increment Revenues it receives from the Pueblo County Treasurer each year from the property tax levy of the District against the tax increment portion of the assessment roll as authorized in the Plan for the maximum period of twenty-five (25) years that the Authority is authorized to receive Property Tax Increment Revenues pursuant to the Act (the "Duration").

5.2 Pledge of Property Tax Increment Revenues. The District recognizes and agrees that in reliance on this Agreement, the Authority intends to and shall have the unqualified right to irrevocably pledge all the Property Tax Increment Revenues it receives to payment of the eligible costs of the Urban Renewal Project for the Duration. The Authority has elected to apply the provisions of Section 11-57-208, C.R.S. to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority shall be subject to the lien of such pledge for the Duration of the Project without any physical delivery, filing, or further act and shall be an obligation of the Parties pursuant to Section 31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues shall be governed by Section 11-57-208, C.R.S.

5.3 Amended 1348 Requirements. The Parties acknowledge that the Amended 1348 Requirements created new requirements applicable to new or modified urban renewal projects. By entering into this Agreement, the Parties intend to resolve all questions concerning the applicability of theses statutory changes to the matters described herein to aid in the timely execution of the Urban Renewal Project.

5.4 Receipt of Project Documents; Waivers. The District acknowledges receipt of the Project Documents and agrees that the Project Documents and execution of this Agreement satisfy the requirements of the Act regarding all applicable Amended 1348 Requirements for the adoption

of the Plan, TIF Financing for this Urban Renewal Plan, and notices related thereto, except those that may apply to future modifications of Plan as required by Sections 31-25-107 (3.5) and (7) of the Act. Subject to such right to receive notice of any proposed future modification of the Plan, the District hereby waives (1) the right to receive any funds to finance any additional infrastructure and services required to serve development within the Urban Renewal Area; (2) the right to enjoin any activity of the Authority pursuant to the Plan, including the right of the Authority to issue Bonds necessary to finance the Project; (3) the rights to receive the notice and share in Property Tax Increment Revenues in accordance with the provisions of Sections 31-25-107 (9.5) and (11) of the Act; (4) the arbitration rights contained in Section 31-25-107 (12) of the Act; and (5) any other right or remedy that would materially interfere with or impair the validity of the Bonds or the rights and remedies of any holder of the Bonds.

5.5 Future Cooperation. Urban renewal activity may require the District to construct additional library infrastructure for future services in this area of the City. Accordingly, (a) upon receipt from the District of evidence of impacts from development of residential uses that utilize tax increment financing in new urban renewal areas, the Parties will negotiate in good faith to provide financial or other assistance to the District in procuring land for a future library site and/or financial assistance for construction thereof and (b) if all Urban Renewal Project costs are fully paid prior to expiration of the full 25 year Duration authorized for TIF Financing, the Parties will consider structuring legally available financing vehicles utilizing the portion of Property Tax Increment Revenues produced by the levy of the District each year to provide facilities or services that offset the impacts of TIF Financing attributable to urban renewal projects in the City.

6.0 NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the District of any proposed modification of the Plan as required by Sections 31-25-107(3.5) and (7) of the Act. This Agreement is not part of the Plan.

7.0 AGREEMENT CONFINED TO URBAN RENEWAL PLAN. This Agreement applies only to the Urban Renewal Plan and the Urban Renewal Area, and does not include any other urban renewal plan or urban renewal area.

8.0 MISCELLANEOUS.

8.1 Delays. Subject to Section 8.2 herein, any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

8.2 Termination; Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF Financing provision, the Authority may terminate this Agreement by delivering written notice to the District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction on or after the effective date hereof that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for

an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

8.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

8.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

8.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement; provided, however, a bond trustee or lender may enforce its rights as provided under the documents authorizing the issuance or sale of the Bonds. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

8.6 No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of sovereign or governmental immunity that the Parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

8.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

8.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

8.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of eligible costs or any other lawful financing obligation related to the Project.

8.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and any exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

8.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement; provided, however, the Agreement may be assigned by a Party to a successor of such Party.

8.12 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

8.13 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

8.14 Severability. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

8.15 Minor Changes. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement are authorized to make and may have made, minor changes to this Agreement as they have considered necessary. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of the Agreement shall constitute the approval of such changes by the respective Parties.

8.16 Electronic Transactions. The Parties agree that any individual or individuals who are authorized to execute this Agreement on behalf of the Authority or the District are hereby authorized to execute this Agreement electronically via facsimile or email signature. This agreement by the Parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Agreement shall carry the full legal force and effect of any original, handwritten signature. The Parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

ATTEST:

By: _____
Secretary/Executive Director

PUEBLO URBAN RENEWAL AUTHORITY

By: _____
Chair

ATTEST:

By: _____

PUEBLO CITY-COUNTY LIBRARY DISTRICT

By: _____

PROPERTY TAX INCREMENT REVENUE AGREEMENT

(Lower Arkansas Valley Water Conservancy District – Dillon Drive Urban Renewal Project)

1.0 PARTIES. This Agreement (the "Agreement") is made and executed effective as of September 17, 2025, by and between the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "Authority") and the LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT, a political subdivision of the State of Colorado (the "District"). The Authority and the District are also referred to herein collectively as the "Parties" or individually as a "Party."

2.0 RECITALS. The following recitals are incorporated in and made a part of this Agreement. Capitalized terms are defined in Section 4.0.

2.1 Urban Renewal Project; Project Documents. Pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"), the City Council of the City of Pueblo (the "City") is expected to consider approving the "Dillon Drive Urban Renewal Plan" (the "Urban Renewal Plan" or "Plan") at its meeting on _____, 2025 pursuant to the notices of public hearing required by the Act. The purpose of the Plan is to eliminate conditions of blight documented in the "Dillion Drive Conditions Survey" dated July 25, 2024 (the "Conditions Survey"), and to redevelop and rehabilitate the Urban Renewal Area described in the Plan by private enterprise as required by the Act. The benefits and potential burdens of the Urban Renewal Project on the District and other taxing entities are described in that certain document entitled "Dillon Drive Urban Renewal Plan Impact Report" dated September 29, 2024 (the "Impact Report").

2.2 Tax Increment Financing. The Urban Renewal Plan contains provisions the permit the financing of the Urban Renewal Project by means of property tax increment financing ("TIF Financing") contained in Section 31-25-107(9) of the Act and is therefore subject to the requirements contained in House Bill 15-1348 enacted in 2015, as amended to date (collectively, the "Amended 1348 Requirements").

2.3 Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of any and all undertakings and activities authorized in the Plan and the Act to eliminate conditions of blight and to comply with Section 31-25-107(4)(g) of the Act that requires the Plan afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation and redevelopment of the Urban Renewal Area by private enterprise.

2.4 Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the Amended 1348 Requirements), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the Urban Renewal Area. The Agreement addresses, among other things, the estimated impacts of the Urban Renewal Plan on the District services associated solely with the Plan.

3.0 AGREEMENT, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and among the Parties hereto as set forth herein.

4.0 DEFINITIONS. In this Agreement, unless a different meaning clearly appears from the context:

4.1 "Act" means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S, as amended to date.

4.2 "Agreement" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

4.3 "Amended 1348 Requirements" means the requirements applicable to use of Property Tax Increment Revenues imposed by House Bill 15-1348 enacted in 2015, as amended to date.

4.4 "Authority" means the Party described in Section 1.0, and its successors and assigns.

4.5 "Bonds" means any bonds (including refunding bonds), notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, or other obligations provided in the Act.

4.6 "District" means the Party described in Sections 1.0 and 2.1, and its successors and assigns.

4.7 "Duration" means the twenty-five (25) year period that the tax increment or tax allocation provisions of the Plan will be in effect as specified in Section 31-25-109(a) of the Act and the Plan and the Authority will receive the Property Tax Increment Revenues. The last year the assessment roll will be divided to produce Property Tax Increment Revenues is 2049 and the last year the Authority will receive Property Tax Increment Revenues is from taxes payable in 2050.

4.8 "Party" or "Parties" shall have the meaning described in Section 1.0.

4.9 "Plan" or "Urban Renewal Plan" means the urban renewal plan defined in Section 2.2.

4.10 "Project" shall have the same meaning as Urban Renewal Project.

4.11 "Project Documents" means the Conditions Survey, Impact Report, Urban Renewal Plan, and the notice of public hearing described in Section 2.1.

4.12 "Property Tax Increment Revenues" means all revenues produced by property tax levies on the tax increment portion of the property tax assessment roll, as described in Section 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration.

4.13 "Special Fund" means the fund described in the Plan and Section 31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

4.14 "TIF Financing" means the financing authorized and permitted pursuant to the tax allocation or tax increment provisions of the Plan and Section 31-25-107(9) of the Act.

4.15 "Urban Renewal Area" means the area included in the boundaries of the Plan.

4.16 "Urban Renewal Project" means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan authorized by and pursuant to the Act.

5.0 COOPERATION. In accordance with Section 31-25-112 of the Act, this Agreement shall constitute an agreement in writing by the District to aid the Authority in (1) the elimination of conditions of blight from the Urban Renewal Area, and (2) providing necessary infrastructure through the unqualified payment or reimbursement of eligible costs of the Project.

5.1 Property Tax Increment Revenues. The District agrees the Authority may retain and expend in furtherance of the Urban Renewal Project 100% of the Property Tax Increment Revenues it receives from the Pueblo County Treasurer each year from the property tax levy of the District against the tax increment portion of the assessment roll as authorized in the Plan for the maximum period of twenty-five (25) years that the Authority is authorized to receive Property Tax Increment Revenues pursuant to the Act (the "Duration").

5.2 Pledge of Property Tax Increment Revenues. The District recognizes and agrees that in reliance on this Agreement, the Authority intends to and shall have the unqualified right to irrevocably pledge all the Property Tax Increment Revenues it receives to payment of the eligible costs of the Urban Renewal Project for the Duration. The Authority has elected to apply the provisions of Section 11-57-208, C.R.S. to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority shall be subject to the lien of such pledge for the Duration of the Project without any physical delivery, filing, or further act and shall be an obligation of the Parties pursuant to Section 31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues shall be governed by Section 11-57-208, C.R.S.

5.3 Amended 1348 Requirements. The Parties acknowledge that the Amended 1348 Requirements created new requirements applicable to new or modified urban renewal projects. By entering into this Agreement, the Parties intend to resolve all questions concerning the applicability of theses statutory changes to the matters described herein to aid in the timely execution of the Urban Renewal Project.

5.4 Receipt of Project Documents; Waivers. The District acknowledges receipt of the Project Documents and agrees that the Project Documents and execution of this Agreement satisfy

the requirements of the Act regarding all applicable Amended 1348 Requirements for the adoption of the Plan, TIF Financing for this Urban Renewal Plan, and notices related thereto, except those that may apply to future modifications of Plan as required by Sections 31-25-107 (3.5) and (7) of the Act. Subject to such right to receive notice of any proposed future modification of the Plan, the District hereby waives (1) the right to receive any funds to finance any additional infrastructure and services required to serve development within the Urban Renewal Area; (2) the right to enjoin any activity of the Authority pursuant to the Plan, including the right of the Authority to issue Bonds necessary to finance the Project; (3) the rights to receive the notice and share in Property Tax Increment Revenues in accordance with the provisions of Sections 31-25-107 (9.5) and (11) of the Act; (4) the arbitration rights contained in Section 31-25-107 (12) of the Act; and (5) any other right or remedy that would materially interfere with or impair the validity of the Bonds or the rights and remedies of any holder of the Bonds.

6.0 NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the District of any proposed modification of the Plan as required by Sections 31-25-107(3.5) and (7) of the Act. This Agreement is not part of the Plan.

7.0 AGREEMENT CONFINED TO URBAN RENEWAL PLAN. This Agreement applies only to the Urban Renewal Plan and the Urban Renewal Area, and does not include any other urban renewal plan or urban renewal area.

8.0 MISCELLANEOUS.

8.1 Delays. Subject to Section 8.2 herein, any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

8.2 Termination; Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF Financing provision, the Authority may terminate this Agreement by delivering written notice to the District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction on or after the effective date hereof that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

8.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

8.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

8.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement; provided, however, a bond trustee or lender may enforce its rights as provided under the documents authorizing the issuance or sale of the Bonds. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

8.6 No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of sovereign or governmental immunity that the Parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

8.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

8.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

8.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of eligible costs or any other lawful financing obligation related to the Project.

8.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and any exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

8.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement; provided, however, the Agreement may be assigned by a Party to a successor of such Party.

8.12 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

8.13 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

8.14 Severability. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

8.15 Minor Changes. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement are authorized to make and may have made, minor changes to this Agreement as they have considered necessary. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of the Agreement shall constitute the approval of such changes by the respective Parties.

8.16 Electronic Transactions. The Parties agree that any individual or individuals who are authorized to execute this Agreement on behalf of the Authority or the District are hereby authorized to execute this Agreement electronically via facsimile or email signature. This agreement by the Parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Agreement shall carry the full legal force and effect of any original, handwritten signature. The Parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

ATTEST:

PUEBLO URBAN RENEWAL AUTHORITY

By: _____
Secretary/Executive Director

By: _____
Chair

ATTEST:

LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT

By: _____

By: _____

E-25-6

Elected Official Ethics Complaint

Status: Active

Submitted On: 10/7/2025

Complainant Information

Please note that this form is considered a public document and may be released to the public by request pursuant to the Colorado Open Records Act.

Your full name:*

Mayor Heather Graham

Street Address:*

[redacted]

City:*

Pueblo

State:*

CO

Zip Code:*

81003

Email:*

[redacted]

Phone Number:*

[redacted]

Complaint Details

Person against whom you are alleging the complaint:*

Regina Maestri

Please select the alleged violation(s):

Disclosed confidential information acquired in the course of his or her official duties in order to further substantially his or her financial interests. (PMC §1-9-4(a)(1))

☐

Accepted a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value. (PMC §1-9-4(a)(2))

☐

Disclosed information or records that are not available to the public, which were acquired in the course of his or her public office duties without a legal basis or court order. (PMC §1-9-6)

☐

Disclosed records or discussions of an executive session except pursuant to 24-6-402(2)(d.5)(II)(D), CRS. (PMC §1-9-6)

☐

Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she or his or her family has a substantial financial interest. (PMC §1-9-7(2))

☑

Date of official act:*

08/25/2025

What official act was taken?*

See attached

What is the business or other undertaking that was affected?*

See attached

Does the official or their family have the substantial financial interest?*

See attached

If it is a family member, identify the family member and relationship:*

See attached

What is the substantial financial interest (i.e. ownership, share, employment, etc.)?*

See attached

What economic benefit did the official or their family receive?*

See attached

Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she is engaged as counsel, consultant, representative or agent. (PMC §1-9-7(2))

☑

Date of official act:*

08/25/2025

What official act was taken?*

See attached

What is the business or other undertaking that was affected?*

See attached

What is/was the official's role (counsel, consultant, representative, or agent)?*

See attached

What economic benefit did the official receive?*

See attached

Other violation of the Ethics Code

☐

Please attach any supplemental evidence or additional pages of the complaint in the attachments section following.

I do hereby swear or affirm that the statements made here and attached hereto are true and accurate to the best of my knowledge.

By clicking to submit your digital signature, you agree that your electronic signatures appearing in this document are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If you would like to sign this document manually, please contact the City Clerk's office at 719-553-2669. *

Heather Graham
Oct 7, 2025

Section 2-11. Participation of All Officers and Employees Interested in Contracts* - No elected official, appointed officer, or employee of the City shall be financially interested, directly or indirectly, in the sale of any land, materials, supplies, or ***services to the City***, except it be by competitive bidding, or not exceeding the sum of $100.00 in any calendar year, in cases of emergency necessary to protect public health, and safety, and welfare, competitive bidding may be waived. Members of appointed administrative Boards and Commissions created by this Charter or by ordinance shall be permitted to provide technical or professional services to the City where such services are exempt from the requirement of competitive bidding.

- City of Pueblo General Regulation #6 ***Code of Ethics***
- Definitions as stated- Official Act or official actions means any vote, decision, recommendation, approval, disapproval or other action including inaction which involves the use of discretionary authority
-

Pursuant to City Charter Section 2-11***- Participation*** *of All Officers and Employees Interested in Contracts* - No elected official, appointed officer, or employee of the City shall be financially interested, directly or indirectly, in the sale of any land, materials, supplies, or services to the City.*

Councilor Maestri "participated" in not one but several discussions on City roofing projects. Starting Aug 25th and continuing through Sept 8th Projects in which her "domestic partner" participated in the "pre bid" meeting you will see attached. On two of the roof projects that have come into question in recent weeks, Councilor Maestri has discredited the City's procurement's process now costing the tax payers an additional review from Brown and Caldwell, and has City Council questioning the fact that the City refuses to select "local" contractors to complete projects. Not to mention saying the City is receiving "Kick Backs".

On September 8th at a City Council Meeting during the work session at time mark 1:44:54 Councilor Maestri stated ***"We did not bid on these roofs"*** which shows her direct tie to the process. Over the last year Councilor Maestri's "we" have successfully secured either as the general contractor for the roof or the sub-contractor on 4 of the 11 roofs. You will see attached, as "Roofing Construction projects" in the amounts of $767,362.92, $25,707.00 to "Colorado Front Range Roofing".

Colorado Front Range Roofing ***was*** certified with Garland at the time of the Roof Replacement- Streets Maintenance Facility, now they are not. Due to the fact the roofs have been called into question and a notice of rejected materials and or workmanship. (See Attached) Garland has been a part of 6 contracts with the City of Pueblo. Of these 6 contracts, 4 were awarded to Pueblo Contractors (CFRR and LE Roofing). This is the ONLY

reason why these contracts have been pulled for the agenda for additional discussions and review and addition costs.

Councilor Maestri has used her position as an elected official to gain advantage in future roof solicitation in the City as well as to further exacerbate her ongoing dispute between the City and her domestic partners company regarding an unresolved project.

If council so chooses to decide to investigate I am asking that a 3rd party investigation be brought in as I am the party filing this compliant

PS: Another reason we need a Mayor, to keep the checks and balances.

HG

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

city of PUEBLO colorado

211 East D Street
Pueblo, CO 81003

Phone (719) 553-2295

Department of Public Works

May 5, 2025

To: Pashco Roofing (d.b.a. Colorado Front Range Roofing)
Attn: James Sprague, President
4289 N. Elizabeth Street
Pueblo, CO 81008

Subj: Notice of Rejected Materials and/or Workmanship - Contract No. 23-100R – Roof Replacement, Streets and Wastewater Maintenance Facility

Dear Mr. Sprague:

The City of Pueblo is issuing this written notice to inform you that certain work installed under the above-referenced contract has been rejected for the following reasons:

- Failure to perform work in a good and workmanlike manner, as evidenced by multiple workmanship deficiencies identified by the City's third-party consultant (Garland Co.);
- Use of materials or methods not approved in accordance with project specifications; and
- Failure to correct defective or rejected work when directed by the Engineer.

Basis for Rejection

The following corrective actions must be taken in order to bring the installed roof into compliance:

- Replace all damaged/punctured Standing Seam Panels with new. Properly fasten and seam with new seam cap.
- Use seamer to properly seal all incorrectly installed Standing Seam (SS) Panel seam caps throughout (3) SS Metal roof sections.
- Properly lap, seal and rivet guttering seams to make watertight.
- Properly lap, seal and rivet shed ridge closure seams to make watertight.
- Properly lap and hang all skirt and trim metal seams.
- Replace lining metal at Section (1) through-wall scupper and properly align with structure.
- Properly flash and adhere SBS membrane in 3-course to all through-wall scupper lining metal.
- Make corrections to upper roof section roof hatch curb trim and cricket detail per submittal package to make watertight.
- Properly seal all surface-mounted counterflashing with silicone sealant. Remove and replace sealants where silicone and silane caulking have been overlaid/resurfaced.
- Touch-up all damaged panel finishes with kynar paint.
- Remove all asphalt/mastic from metal panels.
- Repair/Replace damaged batt insulation throughout all wastewater collections garage roof area.

- Clean, prime, and re-paint all interior finish walls with water stains.
- Replace and reposition damaged roof deck-mounted heater vents and re-aim unit heaters.
- Secure and reconnect conduit.

See enclosed Rejected Work Exhibit (Enclosure B).

Required Action

Under the provisions of Section 5.43, Paragraph B of the Contract, you are hereby directed to either:

(a) correct the noted deficiencies within ten (10) calendar days from the date of this notice, or

(b) provide a plan acceptable to the City to make such corrections within ten (10) calendar days from the date of this notice.

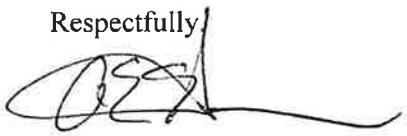
If neither condition is met, the City will proceed with removing and replacing the rejected work and charge all associated expenses to you in accordance with the Contract terms and conditions. Please be further advised that all work performed incorrectly or of incorrect materials shall be replaced before final payment. Final payment will be withheld until such corrections have been accomplished. Section 5.66 of the Contract.

City's Reservation of Rights

This notice is issued without waiver of any rights or remedies available to the City under the Contract or applicable law. The City expressly reserves the right to recover all costs and damages incurred as a result of the Contractor's default, including but not limited to excess completion costs, professional services, and delay-related expenses.

If you have any questions regarding this notice, you may contact my office directly.

Respectfully,



Andrew E. Hayes, P.E.

Enclosures:
A - Contract Section 5.43 – Engineer, Inspection, and Testing: Inspection
B – Rejected Work Exhibit

Copy to:

United Fire & Casualty Company (Surety)
Naomi Hedden, Director of Purchasing
Bob Jagger, Deputy City Attorney
Chuck Roy, Deputy Director of Public Works

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

city of PUEBLO colorado

211 East D Street
Pueblo, CO 81003

Phone (719) 553-2295

Department of Public Works

May 5, 2025

To: United Fire and Casualty Co.
PO Box 73909
Cedar Rapids, IA 52407

Subj: Notice of Rejected Materials and/or Workmanship - Contract No. 23-100R – Roof Replacement, Streets and Wastewater Maintenance Facility

Dear Sir or Ma'am:

The City of Pueblo is providing this correspondence as formal notice to the surety of performance bond obligations associated with Contract No. 23-100R, held by your principal, Pashco Roofing (d.b.a. Colorado Front Range Roofing).

On this date, the City issued the attached Notice of Rejected Materials and/or Workmanship to the contractor in accordance with Section 5.43 of the Contract Documents. This action follows multiple documented deficiencies in the installation of the replacement roofing system at the City's Streets and Wastewater Maintenance Facility. The work has been reviewed and evaluated by both City staff and a third-party roofing consultant (Garland Company), who have identified numerous failures in workmanship, application, and compliance with specifications.

The attached notice requires the contractor to either:

(a) correct the noted deficiencies within ten (10) calendar days from the date of this notice, or

(b) provide a plan acceptable to the City to make such corrections within ten (10) calendar days from the date of this notice.

Should the contractor fail to correct the deficiencies or provide a satisfactory plan within the specified period, the City reserves the right to correct the work through alternate means and to seek reimbursement from the contractor and/or its surety for all costs incurred, as expressly authorized under the contract.

Please accept this notice as a courtesy copy for your file and awareness. The City hopes that your involvement will encourage prompt compliance with the contract requirements.

Subj: Notice of Rejected Materials and/or Workmanship (23-100R)

City's Reservation of Rights

This notice is issued without waiver of any rights or remedies available to the City under the Contract or applicable law. The City expressly reserves the right to recover all costs and damages incurred as a result of the Contractor's default, including but not limited to excess completion costs, professional services, and delay-related expenses.

If you have any questions regarding this matter, please contact my office directly at (719) 553-2295 or by e-mail at ahayes@pueblo.us.

Respectfully,

Andrew E. Hayes, P.E.

Enclosure (1)

GENERAL REGULATION #6
CODE OF ETHICS

Definitions

As used in the Regulation, the following terms have the following meanings:

(1) *Boards and commissions* means all boards and commissions appointed by the City Council.

(2) *Business* means any corporation, limited liability company, partnership, sole proprietorship, trust, or foundation, or other individual or organization carrying on a business, whether or not operated for profit.

(3) *City official* means an elected or appointed official of the City, including appointed members of boards and commissions, but excluding an employee of the City.

(4) *Compensation* means any money, thing of value or economic benefit conferred on or received by any person in return for services rendered or to be rendered by himself or herself or another.

(5) *Employee* means any temporary or permanent employee of the City.

(6) *Family* means spouse, child, father, mother, brother, or sister.

(7) *Financial interest* means a substantial interest held by an individual which is:

a. An ownership interest in a business;

b. A creditor interest in an insolvent business;

c. An employment or a prospective employment for which negotiations have begun;

d. An ownership interest in real or personal property;

e. A loan or any other debtor interest; or

f. A directorship or officership in a business.

(8) *Official act* or *official action* means any vote, decision, recommendation, approval, disapproval, or other action, including inaction, which involves the use of discretionary authority.

Breach of Fiduciary Duty

City employment is a public trust, created by the confidence which the electorate reposes in the integrity of City employees. A City employee shall carry out his or her duties and services in a competent, unbiased, open, and honest manner for the benefit of the people of the City and shall maintain the highest standards of personal and professional conduct, decorum, and integrity. A City employee whose conduct departs from his or her fiduciary duty is liable to the people of the City as a trustee of property and shall suffer such other liabilities as a private fiduciary would suffer for abuse of his or her trust. The City Attorney may bring appropriate judicial proceedings on behalf of the people of the City for any breach of fiduciary duty. Any moneys collected in such actions shall be paid to the general fund of the City. Any such judicial proceeding shall

be in addition to any disciplinary action or criminal action which may be brought against such City employee.

The following acts shall constitute a breach of fiduciary duty and the public trust:

(1) Engage in a substantial financial transaction for employee's private business purposes with a person whom employee inspects or supervises in the course of employee's official duties; or

(2) Perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which employee or employee's family either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.

(3) Disclose or use confidential information acquired in the course of employee's official duties in order to substantially further employee's own financial interests; or

(4) Accept a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value:

a. Which would tend improperly to influence a reasonable person in employee's position to depart from the faithful and impartial discharge of employee's public duties; or

b. Which employee knows or which a reasonable person in employee's position should know under the circumstances is primarily for the purpose of rewarding employee for official action employee has taken.

An economic benefit tantamount to a gift of substantial value includes without limitation a loan at a rate of interest substantially lower than the commercial rate than currently prevalent for similar loans and compensation received for private services rendered at a rate substantially exceeding the fair market value of such services.

The following shall not be considered gifts of substantial value or gifts of substantial economic benefit tantamount to gifts of substantial value for purposes of whether a breach of fiduciary duty and the public trust has occurred:

(1) Campaign contributions and contributions in kind reported as required by Section 5-2-1, P.M.C.;

(2) An occasional nonpecuniary gift, insignificant in value;

(3) A nonpecuniary award publicly presented by a nonprofit organization in recognition of public service;

(4) Payment of or reimbursement for actual and necessary expenditures for travel and subsistence for attendance at a convention or other meeting at which the employee is scheduled to participate;

(5) Reimbursement for or acceptance of an opportunity to participate in a social function or meeting which is offered to the employee which is not extraordinary when viewed in light of the position held by such employee;

(6) Items of perishable or nonpermanent value, including, but not limited to, meals, lodging, travel expenses, or tickets to sporting, recreational, educational, or cultural events;

(7) Payment for speeches, appearances, or publications reported pursuant to Section 24-6-203, Colorado Revised Statutes (C.R.S.);

(8) Compensation from employment, including other government employment, in addition to that earned from being a member of City Council or by reason of service in other public office.

Prohibited Interest in Contracts

Employees shall not be interested in any contract made by them in their official capacity or by any body, agency, or board of which they are employees. A former employee may not, within six (6) months following the termination of his or her employment, contract or be employed by an employer who contracts with the City involving matters with which he or she was directly involved during his or her employment. For purposes of this Section, the term:

(1) *Be interested in* does not include holding a minority interest in a corporation.

(2) *Contract* does not include:

a. Contracts awarded to the lowest responsible bidder based on competitive bidding procedures;

b. Merchandise sold to the highest bidder at public auctions;

c. Investments or deposits in financial institutions which are in the business of loaning or receiving moneys;

d. A contract with respect to which any City official or employee has disclosed a personal interest and has not voted thereon. Any such disclosure shall be made to the City Council.

Prohibited Interest in Sales or Purchases

No employee shall be financially interested, directly or indirectly, in the sale of any land, materials, supplies, or services to the City, except it be by competitive bidding or not exceeding the sum of one hundred dollars ($100.00) in any calendar year; in cases of emergency necessary to protect the public health, safety, and welfare, competitive bidding may be waived.

Additional Conflicts of Interest

Although not constituting violations as such of the public trust of employment in the City, the following conduct is prohibited:

(1) A City employee shall not acquire or hold an interest in any business or undertaking which employee has reason to believe may be directly and substantially affected to its economic benefit by official action to be taken by an agency or other employee over which he or she has substantive authority.

(2) A City employee should not, within six (6) months following the termination of his or her employment, obtain employment in which he or she will take direct advantage, unavailable to others, of matters with which he or she was directly involved during his or her term of employment. These matters include rules, other than rules of general application, which he or she actively helped to formulate and applications, claims, or contested cases in the consideration of which he or she was an active participant.

(3) A City employee should not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when he or she has a substantial financial interest in a competing firm or undertaking.

In addition to the foregoing conflicts of interest, your department may have specific regulations relating to conflicts of interest with which you must adhere.

Originated August 2011

PUEBLO

PRE-BID MEETING ATTENDEE LIST

BID: 25-019 Pueblo Ice Arena Roof Replacement

DATE: April 1, 2025 at 1:00 pm

Staff

Attended?				
☐	NAME:	Kelly Grisham	OFFICE NO:	719-553-2254
	COMPANY:	City of Pueblo	CELL NO:	
	E-MAIL:	kgrisham@pueblo.us		

Attended?				
☐	NAME:	Kurt Patrick	OFFICE NO:	719-553-2283
	COMPANY:	City of Pueblo	CELL NO:	
	E-MAIL:	kpatrick@pueblo.us		

Attended?				
☐	NAME:	Andrew Hayes	OFFICE NO:	719-553-2267
	COMPANY:	City of Pueblo	CELL NO:	
	E-MAIL:	ahayes@pueblo.us		

Attended?				
☐	NAME:	Darren Bustos	OFFICE NO:	719-553-2792
	COMPANY:	City of Pueblo	CELL NO:	
	E-MAIL:	dbustos@pueblo.us		

Attended?				
☐	NAME:	Jason Davis	OFFICE NO:	720-530-9379
	COMPANY:	Garland	CELL NO:	
	E-MAIL:			

Attended?				
☐	NAME:	Bill Barath	OFFICE NO:	719-382 8511
	COMPANY:	Weathercraft	CELL NO:	719 517 8996
	E-MAIL:	bill@Weathercraft.Net		

Attended?				
☐	NAME:	Brian Helton	OFFICE NO:	719-570-1774
	COMPANY:	Central States Roofing	CELL NO:	719-499-9983
	E-MAIL:	brianh@centralstatesroofing.com		

Attended?				
☐	NAME:	Jessica Arias	OFFICE NO:	303 886 8810
	COMPANY:	Bitter Line Roofing	CELL NO:	720 326 9058
	E-MAIL:	Jessica@bitterlineroofing.com		

PUEBLO
colorado

PRE-BID MEETING ATTENDEE LIST

BID: 25-019 Pueblo Ice Arena Roof Replacement

DATE: April 1, 2025 at 1:00 pm

NAME:	Kris Fetty	OFFICE NO:	719-543-0600
COMPANY:	Drury Brothers Roofing	CELL NO:	719-240-1718
E-MAIL:	krisf@drurybros.com		

NAME:	Tim Webster	OFFICE NO:	719 634 3026
COMPANY:	Trafton Roofing	CELL NO:	719 216 1304
E-MAIL:	traftonroofing1946@gmail.com		

NAME:	John Vendetti	OFFICE NO:	
COMPANY:	Trafton Roofing	CELL NO:	719-431-9120
E-MAIL:	Vendettisroofing@gmail.com		

NAME:	Kelsh Hershberger	OFFICE NO:	719-838-1468
COMPANY:	Mountain Roofing	CELL NO:	x
E-MAIL:	Khershberger@rectanmorka.com		

NAME:	GARRET HALL	OFFICE NO:	x
COMPANY:	The Garland Company	CELL NO:	913.709.5055
E-MAIL:	GHALL@GARLANDCO.COM		

NAME:	STEPHEN KEARNS	OFFICE NO:	
COMPANY:	BLUE FROG ROOFING	CELL NO:	719.281-9038
E-MAIL:	SKearns@bluefrogroofing.com		

NAME:		OFFICE NO:	
COMPANY:		CELL NO:	
E-MAIL:			

PUEBLO

PRE-BID MEETING ATTENDEE LIST

BID: 25-019 Pueblo Ice Arena Roof Replacement

DATE: April 1, 2025 at 1:00 pm

NAME:	Angela Soto	OFFICE NO:	303-375-0300
COMPANY:	Superior	CELL NO:	303-472-6881
E-MAIL:	Asoto@superiorroofing.com		

NAME:	FCO Rodriguez	OFFICE NO:	303-375-0300
COMPANY:	Superior Roofing	CELL NO:	720-490-1223
E-MAIL:	FRodriguez@superiorroofing.com		

NAME:	Javier Gonzalez	OFFICE NO:	719-924-2445
COMPANY:	Gonzalez Roofing & Gutters	CELL NO:	719-251-3200
E-MAIL:	xavier@gonzalezroofingandgutters.com		

NAME:	Jonathan Hobbles	OFFICE NO:	719-299-8848
COMPANY:	Hornet Roofing and Exteriors	CELL NO:	719-994-9602
E-MAIL:	hornetroofingllc@gmail.com		

NAME:	Eduardo Esquivel	OFFICE NO:	719-406-8623
COMPANY:	L.E. Roofing LLC	CELL NO:	719-947-5794
E-MAIL:	Edesquivel@leroofing.com		

NAME:	Jaymon Canizaro	OFFICE NO:	719-542-2330
COMPANY:	Colorado Front Range Roofing	CELL NO:	318-560-4409
E-MAIL:	JCanizaroCFRR@gmail.com		

NAME:	Roger Melvin	OFFICE NO:	
COMPANY:	building Works	CELL NO:	719.[illegible]-84[illegible]
E-MAIL:	Roger@buildingworks.us		

PUEBLO

PRE-BID MEETING ATTENDEE LIST

BID: 25-019 Pueblo Ice Arena Roof Replacement

DATE: April 1, 2025 at 1:00 pm

NAME:	Mike Reid / Mark Godinez	OFFICE NO:	719-465-2687
COMPANY:	Cobalt Roofing	CELL NO:	719 332-1057
E-MAIL:	Mike.Reid@cobaltroofing.com		

NAME:	Darren Bustos	OFFICE NO:	719-553-2792
COMPANY:	City of Pueblo	CELL NO:	
E-MAIL:	dbustos@pueblo.us		

NAME:	James Cisneros	OFFICE NO:	
COMPANY:	7 Summits Roofing	CELL NO:	719-551-8286
E-MAIL:	Jamesc@7SummitsRoofing.com		

NAME:	Stephen Bonner	OFFICE NO:	
COMPANY:	GAF	CELL NO:	720-613-1062
E-MAIL:	Stephen.Bonner@gaf.com		

NAME:	SEAN FLEMING	OFFICE NO:	471-281
COMPANY:	JR & CO	CELL NO:	719 231 6251
E-MAIL:	SEAN.FLEMING@JRCOUSA.COM		

NAME:	Patrick Barron	OFFICE NO:	970 699-5575
COMPANY:	Blue Frog Roofing	CELL NO:	970.203-4703
E-MAIL:	pbarron@bluefrogroofing.com		

NAME:	Scott Nawrocki	OFFICE NO:	303 443-5843
COMPANY:	B+M Roofing	CELL NO:	303-641-2634
E-MAIL:	Snawrocki@bmroofing.com		

PUEBLO

PRE-BID MEETING ATTENDEE LIST

BID: 25-019 Pueblo Ice Arena Roof Replacement

DATE: April 1, 2025 at 1:00 pm

NAME:	Sean Fleming	OFFICE NO:	
COMPANY:	JR&Co	CELL NO:	
E-MAIL:	sean.fleming@JRCOUSA.com		

NAME:	Emily Sipes	OFFICE NO:	
COMPANY:	JR&Co	CELL NO:	8198164119
E-MAIL:	emily.sipes@JRCOUSA.com		

NAME:	Dan Cohen	OFFICE NO:	303 4479 9400
COMPANY:	CMC Roofing	CELL NO:	970 214 9933
E-MAIL:	dancohen@cmcroofing.com		

NAME:		OFFICE NO:	
COMPANY:		CELL NO:	
E-MAIL:			

NAME:		OFFICE NO:	
COMPANY:		CELL NO:	
E-MAIL:			

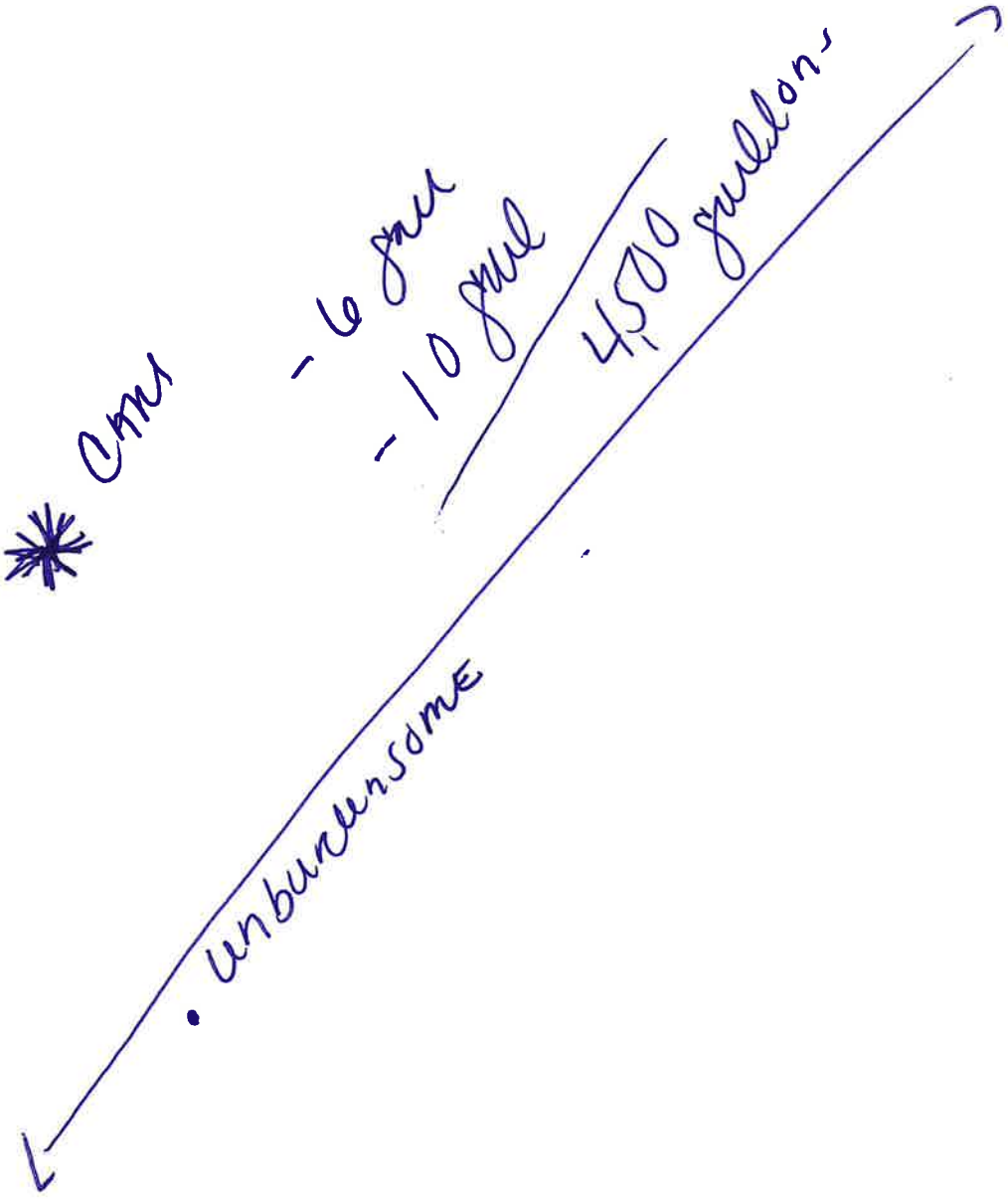
NAME:		OFFICE NO:	
COMPANY:		CELL NO:	
E-MAIL:			

NAME:		OFFICE NO:	
COMPANY:		CELL NO:	
E-MAIL:			

25-049 Replacement of Various Roofs at Wastewater Reclamation Facility

Date: July 29, 2025 at 10:00 am

Name_	Company	Phone_Number_	Cell_Number	Email
AJ Quintana	Colorado Front Range Roofing	(719) 542-2330	(719)569-2828	ajqjcfr@yahoo.com
Kris Fetty	Drury Brothers Roofing	(719) 543-0600	(719) 240-1718	krisf@drurybros.com
Elijah Hekel	L.E. Roofing, LLC	(719) 406-8623		ehekel@leroofing.com
Irish Maloney	7 Summits Roofing	(719) 432-3819	(719) 321-4874	irishm@7summitsroofing.com
Garret Hall	The Garland Company	(913) 709-5055	(913) 709-5055	ghall@garlandind.com
Kelvin Hershberger	Monument Roofing of Colorado a Tecta America Company	(719) 234-0942	(719) 828-1468	khershberger@teactaamerica.com
Jason Davis	Garland	(720) 530-9379	(720) 530-9379	jdavis@garlandco.com
John Weber	B&M Roofing of CO	(303) 443-5843	(303) 641-2237	jweber@bmroofing.com
Angela Soto	Superior Roofing Inc	(303) 375-0300	(303) 472-6881	asoto@superiorroofing.com
Brandy McDaniel	Central States Roofing	(719) 570-1774	(719) 500-9717	brandym@centralstatesroofing.com


Ohm
- 6 feet
- 10 feet
4,500 gallons
unburdensome