



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, MARCH 23, 2026 - 5:30 PM**

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 5:30 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Mark Aliff, Brett Boston, Roger Gomez, Joe Latino, Ted Hernandez, Dianne Danti, Selena Ruiz-Gomez.

Council Members Present via Zoom: None.

Council Members Absent: None.

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

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "WEEK OF THE YOUNG CHILD — APRIL 11–17, 2026" — ANGELA SHEHORN, DIRECTOR - CHILDREN FIRST / PUEBLO EARLY CHILDHOOD COUNCIL

F. PUBLIC FORUM

Aubree Adams, Marijuana mental health harm.
Stephanie Riggs, The Dream Center.
Sally Moore, 1st amend airport suggestions.
Rick Ringler, Bipartisanship, good neighbor.
George Koncilja, Parks Program, Tennis.
Julie Rofen-Valdez, Intro.
Elvis Martinez, Campaign Finance Limits (zoom).

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Gomez, moved to amend the agenda by moving M4, M11, M12, to the beginning of the regular meeting, tabling S2 and S7, continuing S3 to the April 27, 2026, agenda, and approving the agenda as amended.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 03/09/26

Councilor Boston, seconded by Councilor Hernandez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **March 09, 2026** as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

K. CONSENT AGENDA

Deputy City Clerk Vincent Petkosek read the Consent Agenda into the record.

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$224,305.40 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2609 SPRUCE ST., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as 16275.

M2 A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MATRIX DESIGN GROUP, INC., IN THE AMOUNT OF \$83,400 FOR PROJECT NO. 25-113-FLOOD STUDY

This Resolution was assigned as 16276.

M3 A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$65,000 TO ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES, INC., FOR PROJECT NO. 24-053, ABATE AND DEMOLISH - 519 W. 11TH STREET (CDBG), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 16277.

M5 A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF DR. ROBERT BARR TO THE FOUNTAIN CREEK WATERSHED DISTRICT GOVERNING

BOARD AS AN ALTERNATE MEMBER

This Resolution was assigned as 16278.

- M6 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ROBERT HUDGENS, FRANK NEMICK, AND BILL HICKMAN TO SERVE A THREE-YEAR TERM EXPIRING APRIL 1, 2029, ON THE FIRE BOARD OF APPEALS**

This Resolution was assigned as 16279.

- M7 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF RAE CARNIVALE TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 30, 2027, ON THE ADA ADVISORY COMMITTEE**

This Resolution was assigned as 16280.

- M8 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-41) TO STOK'D PIZZA, LLC, FOR THE PURPOSE OF ALLOWING A GATE WHICH SLIGHTLY OVERHANGS THE PUBLIC SIDEWALK BY APPROXIMATELY 4-INCHES BUT IS ANCHORED ENTIRELY ON PRIVATE PROPERTY ALONG THE UNION AVENUE PUBLIC SIDEWALK DIRECTLY IN FRONT OF THE RESTAURANT PROPERTY AT 671 UNION AVENUE. THE AUTHORIZED IMPROVEMENTS TO BE INSTALLED WITHIN THE PERMITTED AREA UNTIL TERMINATION OR REVOCATION OF THIS REVOCABLE PERMIT.**

This Resolution was assigned as 16281.

- M9 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-1) TO STEEL CITY MUSIC SHOWCASE FOR THE USE OF "C" STREET BETWEEN UNION AVENUE AND THE ALLEY BETWEEN UNION AVENUE AND MAIN STREET AND A PORTION OF NEON ALLEY BETWEEN "B" STREET AND "C" STREET TO HOST A MUSIC FESTIVAL EVENT ON FRIDAY, APRIL 10, 2026, AT 9:00 A.M. THROUGH SUNDAY, APRIL 12, 2026, AT 12:00 P.M.**

This Resolution was assigned as 16282.

- M10 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-2) TO SLOTH EVENT, LLC, DBA, THE COLORADO EBIKE SHOP, FOR THE USE OF "C" STREET BETWEEN VICTORIA AVENUE AND THE PARALLEL ALLEY LOCATED MIDWAY BETWEEN VICTORIA AVENUE AND UNION AVENUE (NON-EXCLUSIVE USE); MAIN STREET FROM "C" STREET TO THE ARKANSAS RIVER TRAIL HEAD ACCESS POINT LOCATED SOUTHEAST OF THE MAIN STREET BRIDGE SPANNING THE ARKANSAS RIVER (NON-EXCLUSIVE USE); AND THE ARKANSAS RIVER TRAIL WITHIN CITY LIMITS (NON-EXCLUSIVE USE) ON SATURDAY, APRIL 11, 2026, FROM 8:30 A.M. TO 2:00 P.M. TO HOST THE STEEL CITY SPIN E-BIKE RIDE**

This Resolution was assigned as 16283.

N. ORDINANCES – FIRST PRESENTATION

- N1 AN ORDINANCE APPROVING A FACILITY USE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND FLIX**

NORTH AMERICA, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N2 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO EXTENDING PUBLIC TRANSIT SERVICES WITHIN THE UNINCORPORATED AREAS OF PUEBLO COUNTY, COLORADO

N3 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 611 BROADWAY AVE FROM AN R-2, SINGLE-FAMILY RESIDENTIAL, TO B-1, NEIGHBORHOOD BUSINESS ZONE DISTRICT

N4 AN ORDINANCE APPROVING THE VIA SUBDIVISION

N5 AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND FORGED FIBER 37, LLC, A DELAWARE LIMITED LIABILITY COMPANY

N6 AN ORDINANCE ESTABLISHING PROJECT NO. CI2613 - EMPLOYEE CLINIC RENOVATIONS, TRANSFERRING \$60,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE HEALTH SELF INSURANCE FUND, AND BUDGETING AND APPROPRIATING SAID FUNDS IN THE AMOUNT OF \$60,000 TO PROJECT NO. CI2613

N7 AN ORDINANCE APPROVING A USE PERMIT AND RENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE FAIR AUTHORITY, A SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N8 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, COLORADO, FOR THE COMMUNITY SERVICES PLANNING, ADMINISTRATION AND ACCOUNTABILITY SERVICES AND PROVIDING FOR THE EXECUTION THEREOF, AND RESCINDING RESOLUTION 9903

N9 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND FRIENDS OF CITY PARK, A COLORADO NONPROFIT CORPORATION FOR RENOVATION OF THE CITY PARK BATH HOUSE AND AUTHORIZING THE MAYOR TO EXECUTE SAID MEMORANDUM OF

UNDERSTANDING

O. APPROVAL OF CONSENT AGENDA

P. REGULAR AGENDA

M4 A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 24.311-ACRE AREA COMMONLY KNOWN AS THE W. 24TH STREET AND N. PUEBLO BOULEVARD ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 16284.

M11 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-5) TO COLORADO WORKERS FOR INNOVATIONS & NEW SOLUTIONS FOR THE USE OF UNION AVENUE FROM ALAN HAMEL DRIVE TO RICHMOND AVENUE; SOUTH GRAND AVENUE TO SISTER CITIES PLAZA AND VICTORIA AVENUE AT SISTER CITIES PLAZA ON SATURDAY, MARCH 28, 2026, FROM 1:00 P.M. TO 5:00 P.M. TO HOST A PEACEFUL, NONVIOLENT PUBLIC MARCH AND BRIEF RALLY AS PART OF THE NATIONWIDE "NO KING'S" DAY OF ACTION

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** Councilor Latino. Motion Passed 6-1.

This Resolution was assigned as 16285.

M12 A RESOLUTION ESTABLISHING PROJECT ACCOUNT CI2612 - PARKS GREENHOUSE PROJECT, ESTABLISHING PROJECT ACCOUNT LT2609 - PARKS GREENHOUSE PROJECT, TRANSFERRING FUNDS IN THE AMOUNTS OF \$23,580.22 FROM CI1108 - CITY PK TENNIS RENOVATION; \$5,012.38 FROM PROJECT ACCOUNT CI2504, RESTROOM FENCE ENCLOSURE - EL CENTRO; \$5,000.00 FROM PROJECT ACCOUNT CI2511,

MINERAL PALACE GREENHOUSE HVAC REPLACEMENT; AND \$4,000.00 FROM PROJECT ACCOUNT CI2514, CITY PARK ADMIN BLDG RAILING; TOTALING \$37,592.60 TO BE TRANSFERRED TO PROJECT ACCOUNT CI2612, PARKS GREENHOUSE PROJECT, TRANSFERRING FUNDS IN THE AMOUNT OF \$23,541.77 FROM PROJECT ACCOUNT LT2201, BUILDING RENOVATION - CP ADMIN AND \$21,150.58 FROM PROJECT ACCOUNT LT2203, TOTALING \$44,692.35 TO BE TRANSFERRED TO PROJECT ACCOUNT LT2609 - PARKS GREENHOUSE PROJECT, APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$58,913.95 TO FORTIS GENERAL CONTRACTING, LLC, FOR PROJECT NO. 24-055, MINERAL PALACE GREENHOUSE CONSTRUCTION AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** Councilor Gomez. Motion Passed 6-1.

This Resolution was assigned as 16286.

Q. RESOLUTIONS

Q1 A RESOLUTION CONFIRMING THE APPOINTMENT OF CLYDE BISHOP TO THE POSITION OF CITY CLERK.

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

Julie Rofen-Valez appeared in person and spoke against this Resolution.

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 16287.

Q2 A RESOLUTION OF THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, IN SUPPORT OF HB26-1313: CONCERNING ADJUSTMENTS TO THE REQUIREMENTS OF THE STATEWIDE AFFORDABLE HOUSING FUND

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** Councilor Gomez. Motion Passed 6-1.

This Resolution was assigned as 16288.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL

CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO CARE AND SHARE, INC. (DBA CARE AND SHARE FOOD BANK FOR SOUTHERN COLORADO) IN THE AMOUNT OF \$1,000 TO SPONSOR THE 2026 RECIPE FOR HOPE LUNCHEON FROM 12:00–1:00 PM AT PUEBLO CONVENTION CENTER ON APRIL 16, 2026

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 16289.

Q4 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO GARCIA FOUNDATION (DBA GARCIA FUTURES PROJECT) IN THE AMOUNT OF \$1,000 TO SPONSOR THE 2026 THE PLACE FROM 3:30 TO 6:30 PM AT ST. ANNE'S PARK IN EASTWOOD HEIGHTS ON TUESDAY, APRIL 28TH, 2026

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 16290.

R. QUASI-JUDICIAL PROCEEDINGS

R1 AN ORDINANCE AMENDING ZONING RESTRICTIONS FOR PARCEL 513000122, 4289 N. ELIZABETH, FROM B-4, CENTRAL BUSINESS ZONE DISTRICT AND R-6, MULTIPLE RESIDENTIAL AND COMMERCIAL ZONE DISTRICT TO B-P, BUSINESS PARK 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 # Z-25-22 dated January 14, 2026, be made part of the record for this hearing. So ordered by President Aliff.

Michael Cuppy appeared in person and spoke in favor of this Ordinance.

Seeing no one else wishing to speak, President Aliff declared the hearing closed.

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11130.

R2 AN ORDINANCE VACATING A DRAINAGE EASEMENT LOCATED AT 4000 N 27TH LN IN THE BLACK HILLS SUBDIVISION FIL. 1, A SPECIAL AREA PLAN

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 # V-25-06 dated February 11, 2026, be made part of the record for this hearing. So ordered by President Aliff.

Bobby Decell appeared in person and spoke in favor of this Ordinance.

Seeing no one else wishing to speak, President Aliff declared the hearing closed.

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11131.

S. ORDINANCES – FINAL PRESENTATION

S1 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 FINAL DESIGN AND BID PHASE SERVICES FOR PROJECT NO. 26-024 AIRPORT TERMINAL REMODEL, 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 Latino, seconded by Councilor Hernandez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11132.

S2 AN ORDINANCE AMENDING CHAPTER 11, TITLE IV OF THE PUEBLO MUNICIPAL CODE; ADOPTING BY REFERENCE THE 2025 COLORADO WILDFIRE RESILIENCY CODE; AND SETTING FORTH AMENDMENTS THERETO

This Ordinance was tabled.

S3 AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PROGRAMMATIC AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE HISTORIC PRESERVATION OFFICE REGARDING THE ADMINISTRATION OF FEDERAL GRANT PROGRAMS

This Ordinance was continued to April 27, 2026.

S4 AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO COLORADO DEPARTMENT OF LOCAL AFFAIRS USE COVENANT AND REGULATORY AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, BY AND THROUGH THE DEPARTMENT OF LOCAL AFFAIRS, REGARDING THE LONG-TERM USE OF THE PUEBLO SHELTER, LOCATED AT 728 W. 4TH, PUEBLO, CO 81003

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11133.

S5 AN ORDINANCE AWARDING AND APPROVING AN OPERATING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BOYS & GIRLS CLUBS OF PUEBLO INC., A COLORADO NON-PROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

Elvis Martinez appeared by zoom and spoke against this Ordinance.

Seeing no one else wishing to speak, President Aliff declared the hearing closed.

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11134.

S6 AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, COLORADO ENERGY OFFICE (CEO), FOR THE GEOTHERMAL GRANT FIRE STATIONS 6, 8, AND 11, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11135.

S7 AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO ECONOMIC DEVELOPMENT CORPORATION, A COLORADO NONPROFIT CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

This Ordinance was tabled.

S8 AN ORDINANCE AUTHORIZING THE MAYOR TO DECLARE A TEMPORARY KENNEL AND CATTERY EMERGENCY SUSPENDING SECTION 11-4-9 OF THE PUEBLO MUNICIPAL CODE

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

PUBLIC HEARING:

Elanor Bartolli appeared in person and spoke in favor of this Ordinance.
Elvis Martinez appeared by zoom and spoke neutral of this Ordinance.

Seeing no one else wishing to speak, President Aliff declared the hearing closed.

Councilor Latino, seconded by Councilor Ruiz-Gomez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11136.

S9 AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND HUB INTERNATIONAL INSURANCE SERVICES, INC., A CALIFORNIA CORPORATION RELATING TO RISK MANAGEMENT SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

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

PUBLIC HEARING:

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

Councilor Latino, seconded by Councilor Ruiz-Gomez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** Councilor Gomez. Motion Passed 6-1.

This Ordinance was assigned as 11137.

T. EXECUTIVE SESSION

T1 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 FOR A CONFERENCE WITH THE CITY ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS UNDER C.R.S. § 24-6-402(4)(B) AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION PURPOSES: AIRPORT PROPERTIES INC. V. CITY OF PUEBLO, 1:26-CV-00260, U.S. DISTRICT COURT, DISTRICT OF COLORADO AND RELATED MATTERS

Councilor Boston, seconded by Councilor Gomez, 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: Airport Properties Inc. v. City of Pueblo, 1:26-cv-00260, U.S. District Court, District of Colorado and related matters.

Roll Call – **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

The Executive Session started at 7:39 p.m. The Executive Session ended at 8:18 p.m.

U. ADJOURN

President Aliff adjourned the meeting at 8:18 p.m.

Respectfully submitted,



Deputy City Clerk Vincent Petkosek

REVOCABLE PERMIT

(Existing Structure)

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: **Stoke Pizza 124 Midway Avenue/ 671 S. Union Ave 719-369-5757 540 Dittmer Ave Pueblo CO 81005**
2. Permitted Area: **The requested area is located along the Union Avenue public sidewalk directly in front of the restaurant property at 671 Union Avenue. The gate slightly overhangs the public sidewalk by approximately 4 inches but is anchored entirely on private property.**
3. Purpose of Revocable Permit: **Allow the Authorized Structure to be within the Permitted Area until termination or revocation of this Revocable Permit.**
4. Authorized Structure: **Steel gate**
5. Commencement Date: **April 22, 2025**
6. Ending Date: **Indefinite**

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

- (a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. In no event shall the Authorized Structure be enlarged or otherwise expanded beyond its current size or location.
- (b) The Authorized Structure shall be 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, the Authorized Structure shall not be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall the Authorized Structure 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) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws. Failure to timely remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws shall constitute Permittee's abandonment of the Authorized Structure, and the City may, at Permittee's expense, remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.
- (e) Permittee shall keep the Authorized Structure and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.
- (f) 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, repair or maintenance of the Authorized Structure in the Permitted Area, or the use of the Permitted Area or Authorized Structure by Permittee, its officers, agents, employees, invitees or general public.
- (g) 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.
- (h) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and the Authorized Structure in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance CA – 4/6/10 and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.
- (i) 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.
- (j) 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 (j).

(k) 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 Permittee's Authorized Structure 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 Authorized Structure 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.

(l) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or non-use by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (g) and (h) above; or (v) revocation or termination of this Permit by resolution of the City Council of City.

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

Signed in Pueblo, Colorado this _____ day of _____, 20_____.

PERMITTEE:

Organization or Individual: _____

By: _____

Title: _____

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the _____ day of _____, 20_____ by _____ as _____.

My commission expires: _____.

Notary Public

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

By _____

Heather Graham, Mayor



1502120014

1502120002

1502120013

95.2 ft

150.95 ft

611 Broadway Ave, Pueblo, CO, 81004, USA

Proposal to:
Rezone from R2 Zone District to B-1 Zone District

74.65 ft

94.18 ft

94.18 ft

0 ft

Parcel 1502120016
1502120016

225.4 ft

BROADWAY AVE

EORMAN AVE

Lots 22 – 26 and the Southeasterly one - half of Lots 27 – 32 inclusive, in Bock 121 in the Colorado Coal and Iron Company's Addition No. 1 to the former City of South Pueblo, now Part of the City of Pueblo, Pueblo County, Colorado.

189.59 ft

1502120011

0010

1502

0009

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Samuel Hernandez Jr.

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, February 11, 2026, 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent: N/A

Staff Members Present: Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Mikaylin Hackley, Planner; and Hannah Prinzi, Planner.

Staff Members Absent: N/A

Approval of the Agenda: Bailey moved to amend the agenda, rescheduling item Z-25-26 to the March 11, 2026, meeting and approve the agenda as amended, seconded by Salazar.

Motion Passed: 7-0.

Public Meeting: N/A

Public Hearing:

Motion Passed: 7-0.

Z-25-23 Rezone: A rezoning of 0.65 acres at 611 Broadway Ave, home to the Agape Fellowship Church, from Single-Family-Residential (R-2) to Neighborhood Business (B-1) Zone District. Staff Report by Hannah Prinzi, Planner.

Hearing: Applicant Ron Pittman was sworn in and spoke in support of the application. Jerry Dowdy was sworn in and spoke in opposition.

Commission Action: Bailey motioned, seconded by Salazar, to recommend the rezone application be forward to City Council.

Motion Passed: 7-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-23

February 11, 2026

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 Single-Family Residential (R-2) to a Neighborhood Business (B-1) Zone District
APPLICANT: Ron Pittmann
PROPERTY OWNER: Church of God Agape Fellowship
LOCATION: 611 Broadway Ave
CONCURRENT REQUESTS: ZBA-25-51 and ZBA-25-52

REQUEST: Rezone 0.65 acres at 611 Broadway Ave from Single-Family Residential (R-2) to Neighborhood Business (B-1) Zone District.

BACKGROUND AND ANALYSIS:

The applicant is requesting to rezone 0.65 acres at 611 Broadway Ave from a Single-Family Residential (R-2) to Neighborhood Business (B-1) Zone District to replace an existing, static, monument sign with an electronic-variable message sign (EVM sign). The subject property is home to the Agape Fellowship Church, who has operated at this location since 2004. The space has historically been used as a religious institution since 1967, prior to the adoption of the current Zoning Code.

The subject property is currently within an R-2 Zone District. This District is primarily designed for single-family development, allowing for low- to medium- density housing, community gardens, and accessory uses. While a religious institution is a use by-review in R-2, an EVM sign is not permitted.

Should the property be rezoned to B-1, an EVM sign would be allowed. The B-1 Zone District is intended for the location of goods and services required by the immediate neighborhood, and which create no nuisance. A religious institution is still a use by-review in the B-1 Zone District, and the applicant has already applied to for a Special Use Permit from the Zoning Board of Appeals to officially allow the property to be used as such.

The subject property and surrounding area are designated as an Urban Neighborhood by the 2022 Pueblo Regional Comprehensive Plan. Urban Neighborhoods are characterized by a mix of housing types, a variety of services and amenities, gridded streets, and a complete sidewalk network. The neighborhood-scale goods and services available under the B-1 Zone District matches the characteristics of the Urban Neighborhood designation.

The existing sign that the applicant intends to upgrade is located along the southeastern property line along Broadway Ave. Should the property be rezoned, the applicant will also need to receive the following approvals: (1) the aforementioned Special Use Permit, (2) a variance because the sign is 10 feet too close to residential properties (Sec. 17-10-05., (m)), and (3) a sign permit issued by the Building Department after being approved by all applicable reviewers.

SITE CHARACTER AND COMPATIBILITY**Site Character:**

Neighborhood Compatibility:	North: Single-Family Residential (R-2) and Multiple-Residential and Office (R-5) – One-Family Residences, Duplex, and Multi-Family Residence
	East: Commercial Charter Neighborhood (CCN) – Community Center
	South: Single-Family Residential (R-2) – One-Family Residences
	West: Single-Family Residential (R-2) – One-Family Residences

Comprehensive Plan Compliance:

The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Urban Neighborhoods The Urban Neighborhoods classification calls for primary land uses of Single-Family detached and attached homes, duplexes, and townhomes and secondary land uses of multi-family dwellings, neighborhood-scale commercial, retail and services, parks, schools, libraries, and community gardens.

Urban Neighborhoods are characterized by uniform block sizes, gridded streets, alleys, a mix of housing types, and a variety of services and amenities available within the neighborhood.

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(a)(15) OF THE PMC:

Neighborhood Business (B-1) Zone District Standards:

The standards of this District are designed to retain and provide areas for the sale at retail of those convenience type goods and services required by the residents of the immediate neighborhood and for those outlets which by their nature create no nuisances and serve a trade territory of only one (1) neighborhood.

RECOMMENDED ACTION:

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

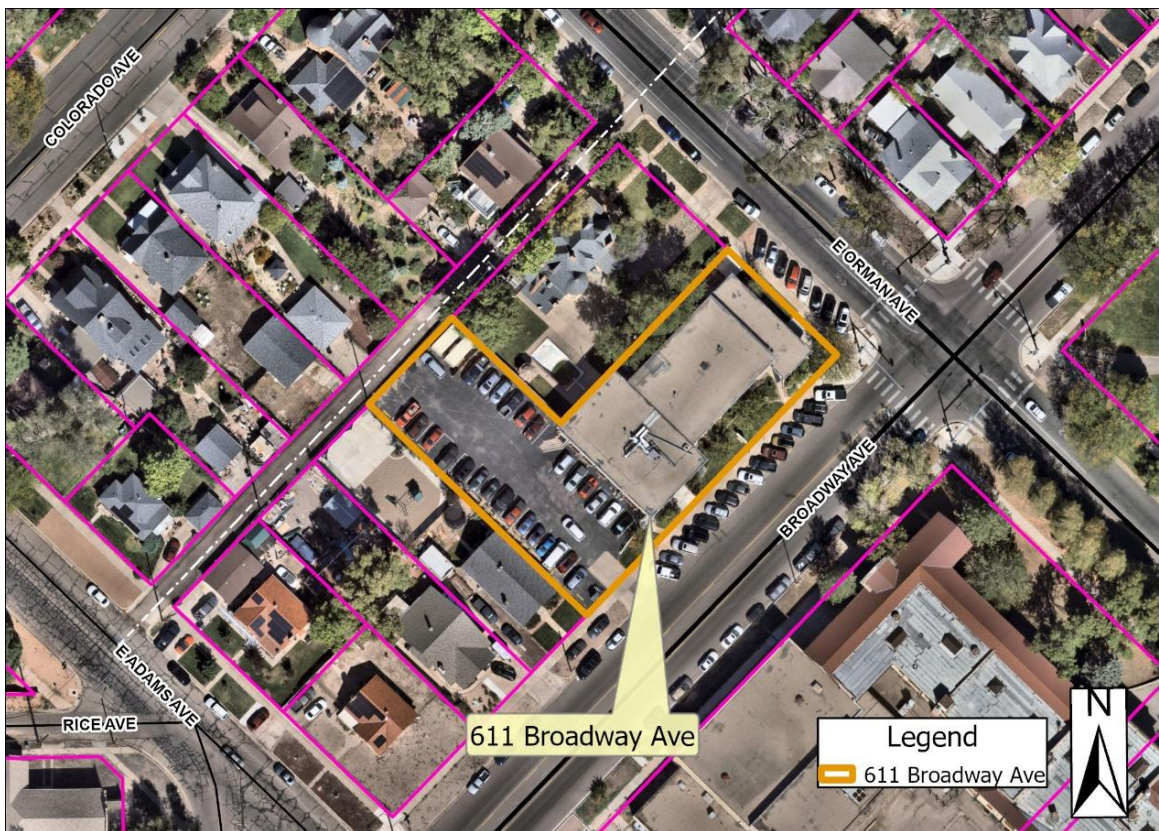
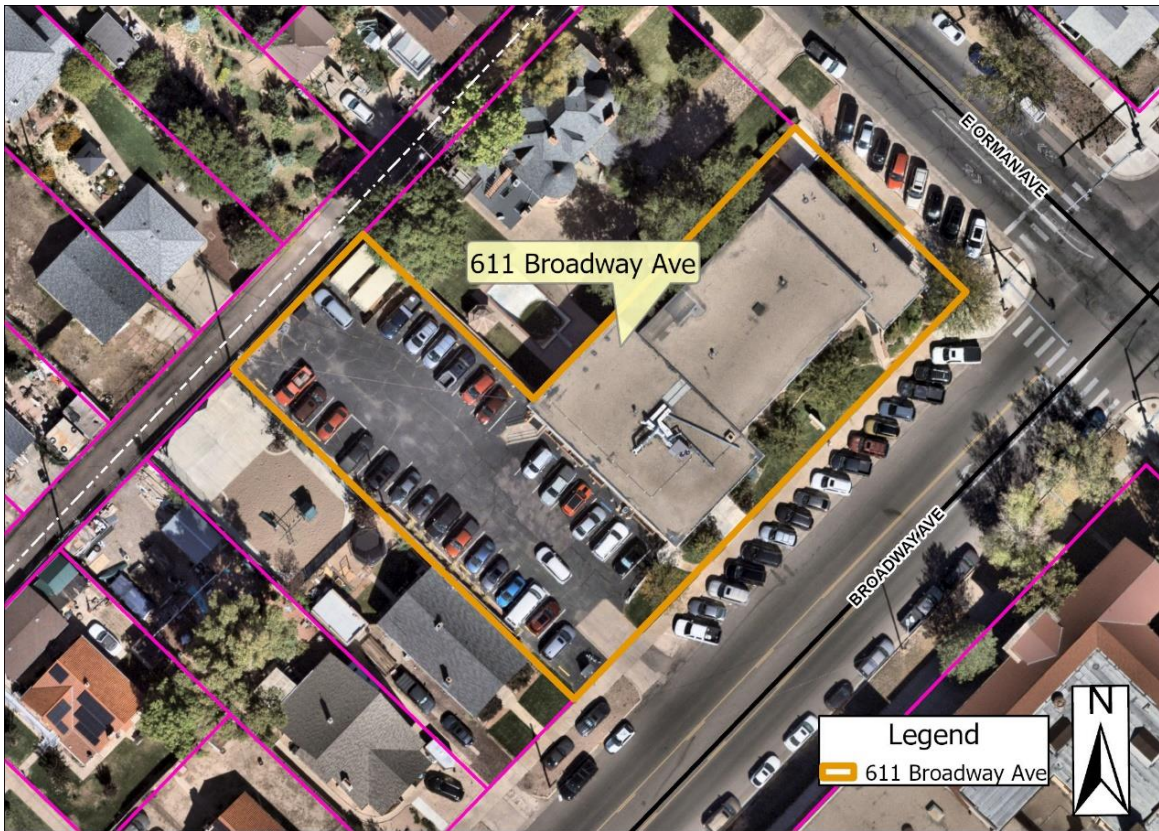
REFERRAL AGENCIES AND COMMENTS:

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

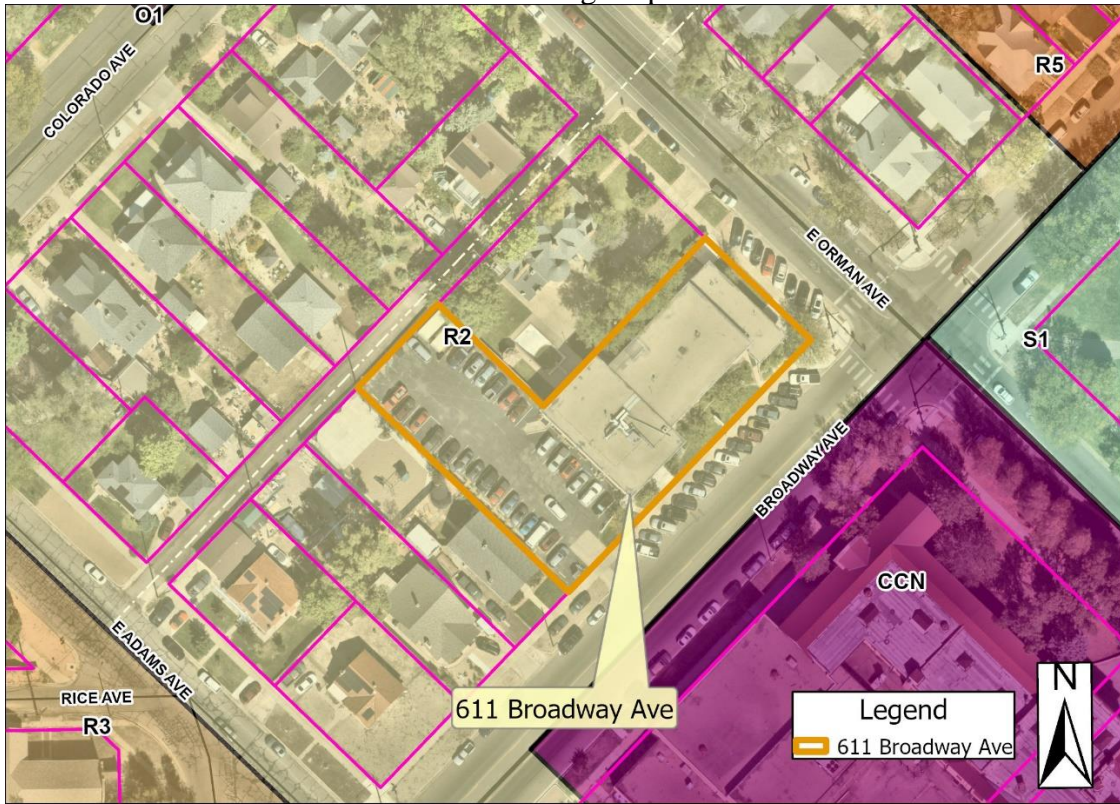
ATTACHMENTS:

- A. Aerial Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Public Notice Photo
- E. Supporting Documents: Application, Zoning Exhibit

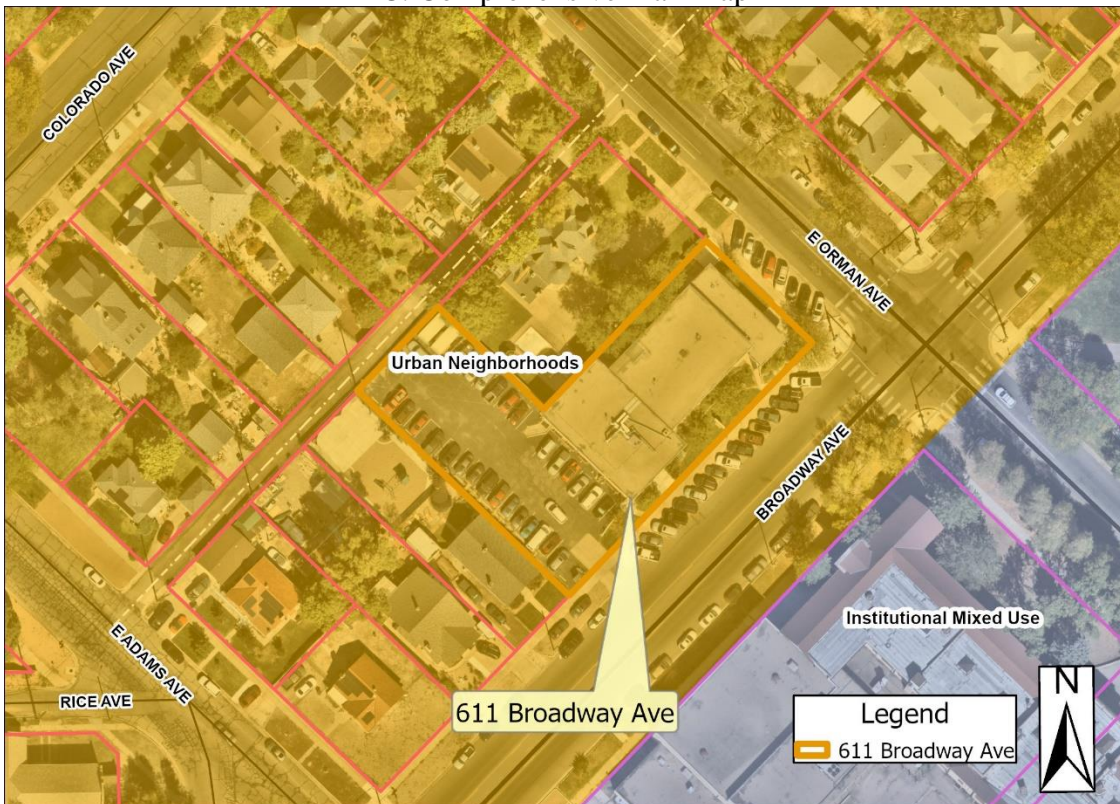
A. Aerial Map



B. Zoning Map



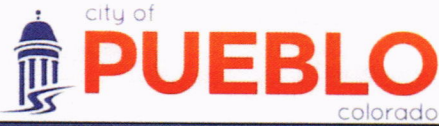
C. Comprehensive Plan Map



D. Public Notice Photo



E. Supporting Documents: Application, Zoning Exhibit
To view the supporting documents, please see the following pages.



Planning & Zoning Map Amendment Application

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

Property Owner	
Name: <u>Agape Fellowship Church of God</u>	
Company:	
Address: <u>611 Broadway Ave</u>	Zip: <u>81004</u>
Phone: <u>(719) 542-1411</u>	Email: <u>agapef@hotmail.com</u>
Applicant	
Name: <u>Ron Pittmann</u>	
Company: <u>Accord Electrical Specialist</u>	
Address: <u>101 W. Grant Ave. Pueblo Co.</u>	Zip: <u>81004</u>
Phone: <u>(719) 251-4277</u>	Email: <u>ron@accordedea.com</u>
Person of Firm Representing Owner or Applicant	
Name: <u>Ron Pittmann</u>	
Company: <u>Accord Electrical Specialist</u>	
Address: <u>101 W. Grant Ave Pueblo Co.</u>	Zip: <u>81004</u>
Phone: <u>(719) 251-4277</u>	Email: <u>ron@accordedea.com</u>
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location:	
(address or general description) <u>611 Broadway Ave, Pueblo, CO 81004</u>	
Legal Description: <u>LOTS 24-26 + THE SE 2 LOTS 27-32 BLK 121 COLORADO COAL + 1 ADD #1</u>	
<u>FORMERLY #15-021-20-012 + 015</u>	
Subdivision:	Acreage: <u>.6543</u>
Existing Zone District: <u>R-2</u>	Proposed Zone District: <u>B-1</u>
Purpose of this Application:	
<input checked="" type="checkbox"/> To permit development of the property not allowed under the existing zone district. <input type="checkbox"/> To provide proper zone district in conjunction with the subdivision plan for the area. <input type="checkbox"/> In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning. <input type="checkbox"/> Other (specify): _____ _____	

(Continue Next Page)

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Statement of Facts:

Justifying the zone change request. Be specific; use additional sheets if necessary.

Description of area surrounding proposed development:

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

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

Estimated date for beginning project:

Estimated date for completion of project: ASAP.

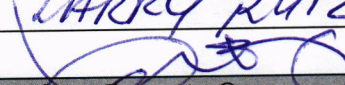
A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (if applicable) NA.

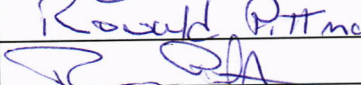
By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

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:	<u>LARRY RUIZ SR</u>	Date:	<u>11/12/2025</u>
Signature:			

Applicant, if different from Property Owner

Print Name:	<u>Ronald Pittman</u>	Date:	
Signature:			

Office Use Only

Zoning Compliance (Completed by City Staff)

Application received by:	Date:
Application checked for completeness by:	Date:
Case Manager:	Fee Paid:
Hearing date:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Approved w/conditions

Planning and Zoning Commission Submittal Requirements

Rezoning

- P&Z Application
- Application Fee
- Detailed explanation of the request. Be specific
 - Zoning Map Amendment Exhibit, which includes the legal description of the property be zoned. If applicable provide the Zoning Map Amendment in a DWG (Autocad) format
 - All documents in PDF format
 - Digital copy of the legal description in a word document format
- Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- One (1) paper copy of the rezoning exhibit indicating the area to be rezoned.
- Tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.
- Proof of ownership current to within thirty (30) days of the date of application.
- Development Guide and Plan, if rezoning to PUD

Notes:

See attached documentation



COLORADO
 Department of Local Affairs
 Division of Property Taxation

**2025 ANNUAL REPORT for EXEMPT PROPERTY
 RELIGIOUS PURPOSES**

1313 N. Sherman St., Rm. 419
 Denver, CO 80203
 Phone: 303-864-7780
 TDD: 303-864-7758

Filed Online
 Reply Date

File # 51-01503
 Report # 03
 Parcel # 1502120016
 County Pueblo

1. Owner's Name and Mailing Address

2. For Office Use Only - Do Not Write in This Space

AGAPE FELLOWSHIP CHURCH OF GOD
 611 BROADWAY AVE
 PUEBLO CO 81004

Last Review: 1/12/2005

51

3. Legal Description of Exempt Property (if property has been transferred, please see instructions.)

LOTS 24-26 + THE SE2 LOTS 27-32 BLK 121
 C C + I ADD #1 FORMERLY #15-021-20-012 + 015

Address: 611 BROADWAY AV, PUEBLO

4. Estimated Exempt Property Values:

5. Name and Address of Contact Person

Land	Buildings	Personal Property
\$ 42,750	\$ 216,700	\$ 0

Larry Ruiz Sr.

Daytime Phone No. 719-542-1411

Email Address agapef@hotmail.com

6. Declaration of Religious Mission and Purposes

Provide a declaration of your religious mission and purposes, either by stating it here, or by attaching a copy to each report. This is NOT the same as the uses of the property, which should be listed in Sections 7, 8, and 9. THIS ANNUAL REPORT WILL NOT BE ACCEPTED WITHOUT THIS WRITTEN DECLARATION.

Our purpose and mission is to minister to our community the life giving message of Jesus Christ; to show God's unconditional love to a hopeless generation by receiving people right where they are.

7. Uses of the Property in Furtherance of Owner's Religious Mission and Purposes

For the previous calendar year, list all uses of this property beginning with the uses by the owner, which you consider in furtherance of your religious mission or purposes. All uses and users listed must be nonprofit. List both the name of the user and a brief description of the use. Do not refer to a generic attachment that lists all activities of your organization. We must be able to see how this property was specifically used. IF PROPERTY IS NOT CURRENTLY BEING USED, PLEASE EXPLAIN. Please state the date of last use of the property and, if applicable, indications of ongoing intent to use the property for the owner's religious mission and purposes.

Name of User (If other than Owner)
 Agape Fellowship

Brief Description of Use (Please be more specific than "religious purposes".)

Worship services, bible studies and gathering for all age groups, vacation bible school, food and clothing outreach ministries, meeting and activities related to ministry.

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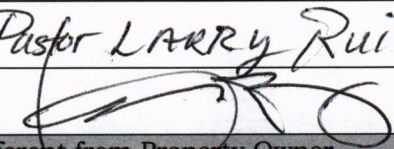
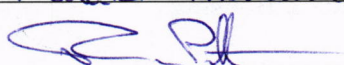
Planning & Zoning Application

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

Contact Info	Property Owner		Applicant	
	Name: <u>Agape Fellowship Church of God</u>		Name: <u>Ron Pittmann</u>	
	Company:		Company: <u>Accord Electrical Specialist</u>	
	Address: <u>611 Broadway Ave</u> Zip: <u>81004</u>		Address: <u>101 W. Grant Ave</u> Zip: <u>81004</u>	
	Phone: <u>(719) 542-1411</u>		Phone: <u>(719) 251-4277</u>	
	Email: <u>agapef@hotmail.com</u>		Email: <u>ron@accordec.com</u>	
	Engineer		Surveyor	
	Name: <u>NA</u>		Name: <u>NA</u>	
	Company:		Company:	
	Address: _____ Zip: _____		Address: _____ Zip: _____	
Phone: () _____		Phone: () _____		
Email: _____		Email: _____		
<i>The applicant will be the primary contact unless otherwise noted.</i>				
Property Info	Project Location: (address or general description) <u>611 Broadway Ave, Pueblo, CO 81004</u>			
	Parcel No(s): <u>1502120016</u>			
	Existing Zone: <u>R-2</u>		Proposed Zone (if applicable): <u>B-1</u>	
	PUD Name (if applicable): _____			
Project Scope	Project Name:			
	<input type="checkbox"/> Rearrangement of Property Boundaries: # of existing lots: _____ Total acres: _____			
	<input type="checkbox"/> Overall Development Plan			
	<input type="checkbox"/> Site Plan Review: Building area: _____ sf ○ HARP ○ Development Plan ○ PUD ○ Student Housing			
	<input type="checkbox"/> Special Area Plan			
	<input type="checkbox"/> Street Name Change: Existing Name: _____ Proposed Name: _____			
	<input type="checkbox"/> Subdivision: # of lots: _____ Total acres: _____			
	<input type="checkbox"/> Text Amendment			
	<input type="checkbox"/> Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____			
	<input checked="" type="checkbox"/> Other: <u>Retone</u>			

(Continue Next Page)

(Continued from previous page)

Project Information	Provide a brief description of the proposed request: <i>Replace existing monument sign with new LED sign.</i>	
	What is the total acreage included in the project? <i>NA.</i>	
	What is the proposed use of the property? <input type="checkbox"/> Commercial <input type="checkbox"/> Multi-family <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Other	
	Are there any other pending or recently approved Land Use applications regarding this property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If yes, please list:	
Attachments	Attachment Checklist	
	The following list of attachments are required to accompany all applications: <input type="checkbox"/> A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. <input checked="" type="checkbox"/> B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us) <input checked="" type="checkbox"/> C. Additional information as required by the P&Z Submittal Requirements Sheet.	
Terms	By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:	
	1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections. 2. There are no known hazards or vicious animals present on the subject property. 3. All information contained in this application, is true and accurate to the best of my knowledge. 4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application. 5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.	
Signatures	Property Owner	
	Print Name:	<i>Pastor LARRY Ruiz Sr.</i>
	Signature:	 Date: <i>11/01/2025</i>
	Applicant, if different from Property Owner	
Print Name:	<i>Ronald Pittmann</i>	
Signature:	 Date: <i>11/1/2025</i>	

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



1502120014

1502120002

1502120013

95.2 ft

150.95 ft

611 Broadway Ave, Pueblo, CO, 81004, USA

Proposal to:
Rezone from R2 Zone District to B-1 Zone District

74.65 ft

94.18 ft

94.18 ft

0 ft

Parcel 1502120016
1502120016

225.4 ft

BROADWAY AVE

EORMAN AVE

Lots 22 – 26 and the Southeasterly one - half of Lots 27 – 32 inclusive, in Bock 121 in the Colorado Coal and Iron Company's Addition No. 1 to the former City of South Pueblo, now Part of the City of Pueblo, Pueblo County, Colorado.

189.59 ft

1502120011

0010

1502

0009

January 23, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ron Pittmann, Accord Electrical Specialist, for the approval of the following application:

Z-25-23 Rezone: A rezoning of 0.65 acres at 611 Broadway Ave, home to the Agape Fellowship Church, from Single-Family-Residential (R-2) to Neighborhood Business (B-1) Zone District.

The Planning and Zoning Commission meeting will be held on **February 11th, 2026, 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

January 23, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ron Pittmann, Accord Electrical Specialist, for the approval of the following application:

Z-25-23 Rezone: A rezoning of 0.65 acres at 611 Broadway Ave, home to the Agape Fellowship Church, from Single-Family-Residential (R-2) to Neighborhood Business (B-1) Zone District.

The Planning and Zoning Commission meeting will be held on **February 11th, 2026, 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

January 23, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Ron Pittmann, Accord Electrical Specialist, for the approval of the following application:

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

CASE NUMBER Z-25-23

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 611 Broadway Ave. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

January 20, 2-2026
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 611 Broadway Ave. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

January 20, 2026
(Date)

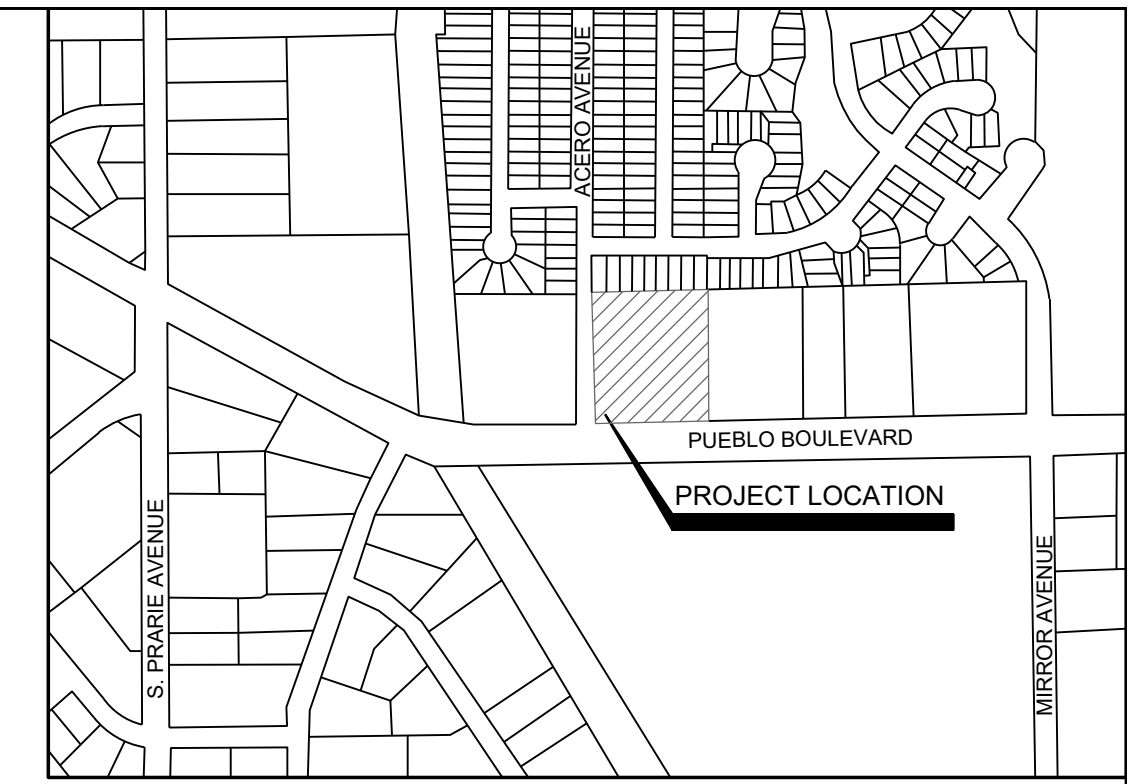
PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

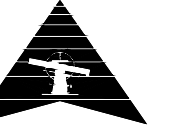
Owner	OwnerStree	OwnerCity	Own	OwnerZip
CURRENT RESIDENT	101 E ORMAN AVE	PUEBLO	CO	81004-2141
TABOR EVANGELICAL LUTHERAN CHU	102 E ORMAN AVE	PUEBLO	CO	81004-2142
CONNER MICHAEL/CONNER KATHERINE CHRISTM	102 W ADAMS AVE	PUEBLO	CO	81004-2123
DOWDY JERRY S/DOWDY PAULINE	115 E ORMAN AVE	PUEBLO	CO	81004-2141
SLOAN SHERRI LYNNE	116 E ORMAN AVE	PUEBLO	CO	81004-2142
WISEMAN DAVID AARON/WISEMAN CHRISTOPHE	118 E ADAMS AVE	PUEBLO	CO	81004-2123
SHIPPS AMBER	118 E ORMAN AVE	PUEBLO	CO	81004-2142
ROMERO DAVID A	126 E ADAMS AVE	PUEBLO	CO	81004-2123
GONZALES MATTHEW F	130 E ADAMS AVE	PUEBLO	CO	81004-2123
BOARD OF TRUSTEES OF GRACE CHRISTIAN CHUR	1595 N BOWEN DR	PUEBLO W	CO	81007-3412
CONTI SHAWN/SEUBERT ALICIA	201 E ADAMS AVE	PUEBLO	CO	81004-2124
THOMAS SCOTT AND MARGARET TRUST	2120 GALE RD	PUEBLO	CO	81006-1933
GRANT FAMILY INVESTMENTS LLC	3 BANDERA CT	PUEBLO	CO	81005-2904
SANTOS ARTHUR DWAYNE	302 WINDSOR RD	LAREDO	TX	78041-7121
SCHOOL DIST NO 60	315 W 11TH ST	PUEBLO	CO	81003-2804
KEATING SCHOOL	403 ARGYLE ST	PUEBLO	CO	81004-1012
APARICIO JORGE ALBERTO MELO	511 BROADWAY AVE	PUEBLO	CO	81004-2115
HICKMAN JOSEPH ALLEN	513 BROADWAY AVE	PUEBLO	CO	81004-2115
WELLS MIKE	519 BROADWAY AVE	PUEBLO	CO	81004-2115
CLAY DELAYNE A	610 COLORADO AVE	PUEBLO	CO	81004-2015
CHURCH OF GOD AGAPE FELLOWSHIP	611 BROADWAY AVE	PUEBLO	CO	81004-2129
GARCIA THERESA CELESTE	616 COLORADO AVE	PUEBLO	CO	81004-2015
CHURCH OF GOD AGAPE FELLOWSHIP	617 BROADWAY AVE	PUEBLO	CO	81004-2129
ORTEGA RAYMOND L / ORTEGA SHAWN	619 BROADWAY AVE	PUEBLO	CO	81004-2129
ROTH JEFFREY T/ROTH DAVID A	620 ALPINE AVE	PUEBLO	CO	81005-1703
GARCIA JEFFREY	620 COLORADO AVE	PUEBLO	CO	81004-2015
GARCIA CHRISTOPHER G/GARCIA THERESA C	624 COLORADO AVE	PUEBLO	CO	81004-2015
UNITED STEELWORKERS OF AMERICA	701 BERKLEY AVE	PUEBLO	CO	81004-1733
CITY OF PUEBLO A MUNICIPAL CORPORATION	PO BOX 1427	PUEBLO	CO	81002-1427

VIA SUBDIVISION

A REPLAT OF LOT 10 OF LAKESHORE FILING NO. 2, BEING A PORTION OF THE WEST HALF OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO



VICINITY MAP
(NOT TO SCALE)



DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being all of the Owner(s), Mortgagee(s) and Lienholder(s) of certain lands in the town of Pueblo, Pueblo County, Colorado, described as follows:

PROPERTY DESCRIPTION:

A parcel of land located in a portion of the West 1/2 of Section 14, Township 21 South, Range 65 West of the 6th P.M. in the City of Pueblo, County of Pueblo, and State of Colorado, being more particularly described as follows:

Lot 10, Lakeshore Estates No. 2, County of Pueblo, Colorado as filed for record on August 7, 1974 in Book L at Page 22 as Reception No. 477943 in the office of the Pueblo County Clerk and Recorders, County of Pueblo, State of Colorado.

Containing 3.21 acres, more or less

HEREBY REQUEST: A Final Plat according to the Code of Ordinances of the City of Pueblo, to create Lots 10A & 10B, VIA Subdivision, containing a calculated area of 3.21 acres, more or less.

LOT 10A

Beginning at the Northwest Corner of Lot 10, Lakeshore Estates, Filing No. 2, City of Pueblo, County of Pueblo, Colorado as filed for record on August 7, 1974 in Book L, Page 22 as Reception No. 477943 in the Office of the Pueblo County Clerk and Recorder; thence N 88°11'23" E 241.17 feet; thence S 10°40'50" W 110.02 feet; thence S 01°50'04" E 292.57 feet; thence S 88°09'56" W 227.42 feet; thence N 00°23'22" W 400.21 feet to the point of beginning, containing 2.08 acres.

LOT 10B

Beginning at the Northeast Corner of Lot 10, Lakeshore Estates, Filing No. 2, City of Pueblo, County of Pueblo, Colorado as filed for record on August 7, 1974 in Book L, Page 22 as Reception No. 477943 in the Office of the Pueblo County Clerk and Recorder; thence S 01°49'12" E 399.94 feet; thence S 88°09'56" W 126.40 feet; thence N 01°50'04" W 292.57 feet; thence N 10°40'50" E 110.02 feet; thence N 88°11'23" E 102.66 feet to the point of beginning, containing 1.13 acres.

By: Derrick Merchant, Manager Date: _____
VIA Real Estate, LLC
a Wyoming limited liability company

By: Chris Sharp Date: _____
Senior Vice President
Western Bank

STATE OF TEXAS) SS
COUNTY OF LUBBOCK)

STATE OF TEXAS) SS
COUNTY OF LUBBOCK)

The foregoing instrument was acknowledged before me by Derrick Merchant, Manager of VIA Real Estate, LLC, a Wyoming limited liability company this _____ day of _____, 2025.

The foregoing instrument was acknowledged before me by Chris Sharp, Senior Vice President of Western Bank this _____ day of _____, 2025.

WITNESS my hand and official seal.

WITNESS my hand and official seal.

NOTARY PUBLIC

NOTARY PUBLIC

COMMISSION EXPIRATION

COMMISSION EXPIRATION

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 VIA SUBDIVISION HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

DATE _____ CITY CLERK _____

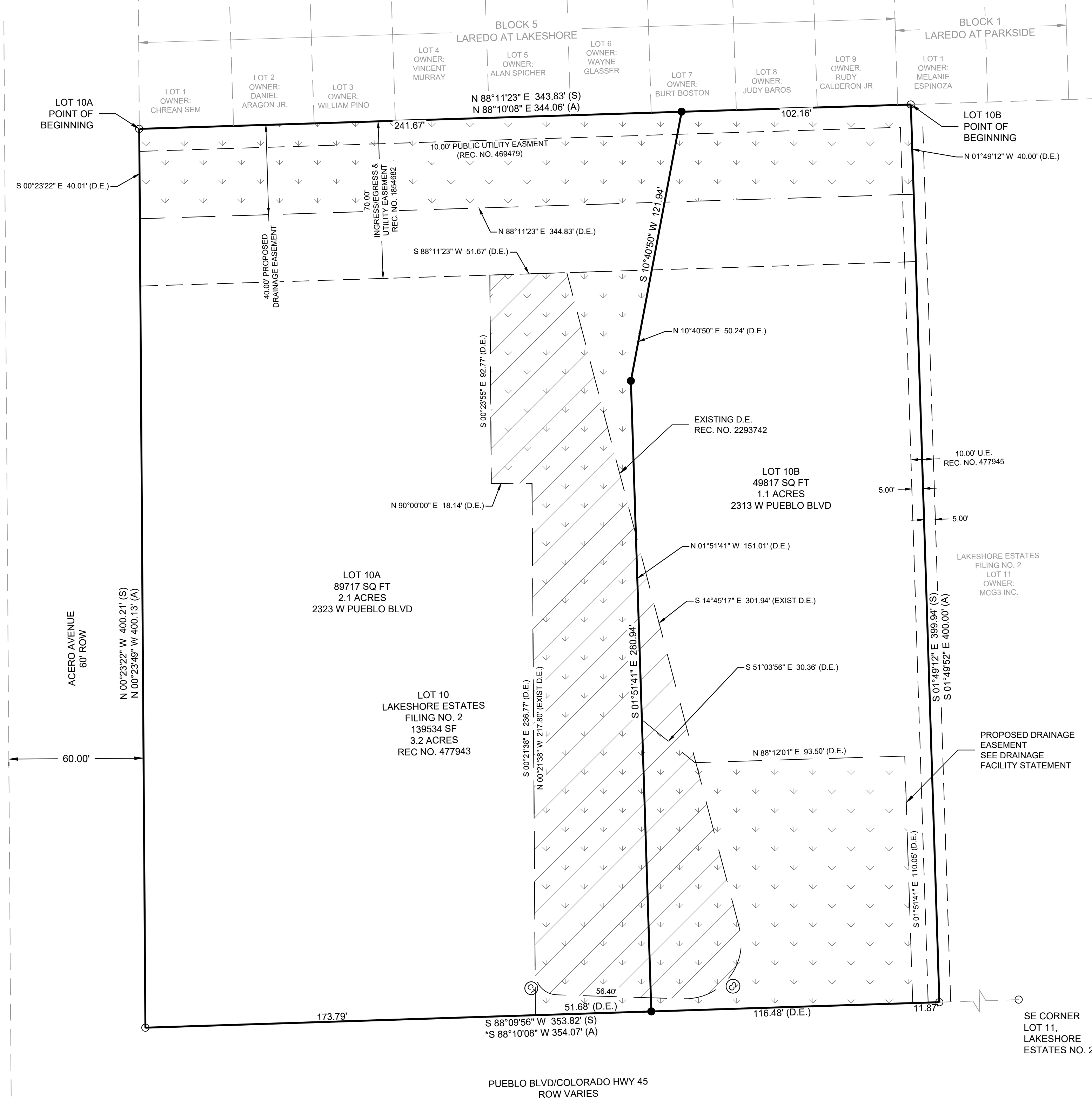
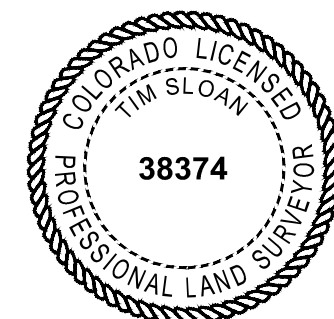
DRAINAGE FACILITY STATEMENT:

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNERS(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

SURVEYOR'S CERTIFICATION:

The undersigned Registered Land Surveyor in the State of Colorado hereby states that the accompanying plat was surveyed and drawn to normal standards and care of a Professional Land Surveyor practicing in the State of Colorado. The survey was performed and plat prepared under his supervision and accurately shows the described tract of land and subdivision thereof, and the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his knowledge, information and belief, and monuments exist as shown hereon.

Tim Sloan, Professional Land Surveyor
State of Colorado, No. #38374



NOTES:

- THE PURPOSE OF THIS PLAT IS TO SPLIT ONE PLATTED LOT INTO TWO PLATTED LOTS
- STEWART TITLE COMPANY DBA EMPIRE TITLE, A DIVISION OF STEWART COMMITMENT 2613755-IO, WITH A COMMITMENT DATE OF MAY 13, 2025 WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS REPLAT. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
- EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.
- LINEAL UNITS USED ARE U.S. SURVEY FEET.
- BASIS OF BEARINGS: ASSUMING THE NORTH RIGHT-OF-WAY LINE OF COLORADO HIGHWAY 45, AS MONUMENTED BY A NO. 4 REBAR WITH AN ILLEGIBLE 1 INCH YELLOW PLASTIC CAP AT THE SOUTHEAST CORNER OF LOT 11, LAKESHORE ESTATES NO. 2 AND A NO. 4 REBAR WITH AN ILLEGIBLE 1 INCH YELLOW PLASTIC CAP AT THE SOUTHWEST CORNER OF LOT 10 OF SAID LAKESHORE ESTATES NO. 2 TO BEAR SOUTH 88°10'08" WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 638.11 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.
- SUBJECT PROPERTY CONTAINS 139534 SQ.FT. OR 3.21 ACRES, AS SURVEYED.
- HORIZONTAL DATUM: COLORADO STATE PLANE GRID COORDINATES, SOUTH ZONE, NAD 1983. SCALE POINT = N: 1586003.261; E: 3247289.170. SCALE FACTOR = 0.99998791. COMBINED SCALE FACTOR = 0.999973923
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	15.33	10.00	87.86	N44° 17' 23"W	13.88
C2	46.49	25.00	106.54	S38° 30' 48"W	40.07

LEGEND

- Monument Found (1/2" Rebar),
Origin: Lakeshore Estates No. 2
- Assumed Bearing
- (A) ALTA Dimension by Baseline Corporation
dated 4-14-2022
- (S) Surveyed Dimension
- U.E. Utility Easement
- T.E. Temporary Easement
- D.E. Drainage Easement
- Existing Drainage Easement Hatch
- Proposed Drainage Easement Hatch



SCALE: 1" = 40'

SMH
CONSULTANTS

Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com

Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145

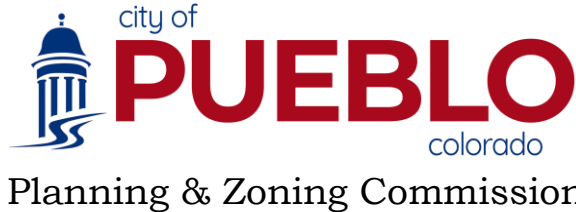
Drawn By: JAM Project # 2502-0037 TAC-01

OCTOBER 2025

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, November 12, 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, Alexandra Aznar, Brett Boston, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent:

Staff Members Present: Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Wade Broadhead, Senior Planner, Mikaylin Hackley, Planner; Hannah Prinzi, Planner; and Riane Ledford, Planner, Cindy Capritta, Land Use Tech – Zoom.

Staff Members Absent: None

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

Motion Passed: 7-0.

Public Hearing:

S-25-05 Subdivision: VIA Subdivision, a subdivision of 3.21 acres into two commercial lots, generally located north of W. Pueblo Blvd. and west of Mirror Ave. Staff report by Beritt Odom, Planning Director.

Hearing: Applicant Eric Maxwell was sworn in and spoke in favor of the application, no one appeared in opposition of the subdivision application.

Commission Action: Bailey moved to recommend the subdivision application with one staff condition be completed on the Plat prior to forwarding to City Council for approval, seconded by Boston.

Motion Passed: 7-0.



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Director Planning and Community Development

CC: Jonell Gist, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-25-05 VIA Subdivision

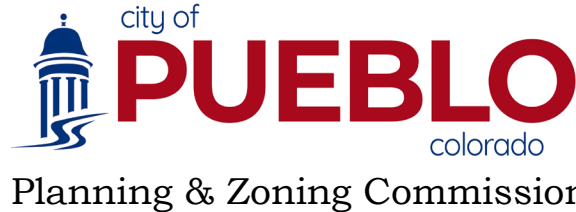
DATE: February 19, 2026

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

S-25-05

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Director of Planning and Community Development

DATE: November 12, 2025

SUBJECT: VIA Subdivision

APPLICANT: Brett Louk, SMH Consultants

PROPERTY OWNER: VIA Real Estate, LLC

LOCATION: 3.2 acres generally located east of Acero Ave. and north of W. Pueblo Blvd.

EXISTING ZONE: B-3, Highway Arterial Business District

CONCURRENT REQUESTS: None

REQUEST:

The property owners are requesting to re-subdivide Lot 10 Lakeshore Estates No. 2, into two lots to facilitate commercial development adjacent to W. Pueblo Blvd.

BACKGROUND AND ANALYSIS:

The subject property consists of 3.2 acres that was originally subdivided as Lot 10 in 1974 with the Lakeshore Estates No. 2 Subdivision. The western portion of the lot was developed with a Champion Xpress Car Wash in 2023, the eastern portion remains undeveloped. The property owners are seeking to re-subdivide Lot 10 into two lots, 10A and 10B, creating a separate lot for the undeveloped portion of the site. Champion Xpress Car Wash will be located on Lot 10A and Lot 10B will consist of the undeveloped eastern portion of the lot. The purpose of the subdivision is to facilitate commercial development within the eastern portion of the existing site. Access to both lots will be taken from the 70-foot-wide ingress/egress and utility easement located within the northern portion of the proposed subdivision; no access will be allowed from W. Pueblo Blvd.

APPLICABLE REGULATIONS:

Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations; Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:

The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not applicable
--	----------------

Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, November 5, 2025.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	The Stormwater Department is requesting the following staff condition: The following dedication must be added to the subdivision plat prior to City Council Review: "EASEMENTS SHOWN HERON FOR DRAINAGE ARE HEREBY DEDICATED TO THE CITY OF PUEBLO, COLORADO FOR PERPETUAL USE OF THE PUBLIC."
Other:	Stormwater approved a variance from Sec. 9.6., Table 9-2 of the 2023 Pueblo DCM that requires a minimum cover of 3 feet on November 5, 2025.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The western 2.1 acres of the site is developed with a Champion Xpress Car Wash, proposed Lot 10A, the eastern 1.1 acres is currently undeveloped, proposed Lot 10B.

❑ **Neighborhood Compatibility:**

- North R-5, Multiple Residential and Office District, developed with single-family residences.
- East B-3, Highway and Arterial Business District, Culver’s Restaurant.
- South B-3, Highway and Arterial Business District, unimproved land.
- West B-3, Highway and Arterial Business District, Kaiser Permanente Acero Medical Offices.

❑ **Comprehensive Plan Compliance:**

The Pueblo Regional Comprehensive Plan, 2022, designates the subdivision site as a Commercial Mixed-Use Future Land Use Designation.

According to the Comprehensive Plan, Commercial Mixed-Use land uses consist primarily of large-format retail, personal services, offices, and entertainment. Supporting land uses include multi-family residential and other supporting services. According to the Comprehensive Plan, a mix of commercial, employment, and service-oriented uses that serve adjacent neighborhoods and the broader regional are optimal developments. Infill and redevelopment are encouraged to revitalize underutilized areas.

The proposed subdivision will facilitate the development of another commercial use on the eastern portion of the large lot that is currently underutilized and not improved, which is congruent with Comprehensive Plan’s goal for commercial infill development and revitalizing an underutilized area.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

□ **Minimum lot size and width:**

B-3 Highway and Arterial Business District:

- Minimum Lot Width:
 - Required, 50-feet
 - The proposed Lot 10A has 116.46-feet of frontage along W. Pueblo Blvd.
 - The proposed Lot 10B has 173.79-feet of frontage along W. Pueblo Blvd.
- Minimum Lot Area:
 - Required, 5,000 sq. ft.
 - The proposed Lot 10A has 89,717 sq. ft.
 - The proposed Lot 10B has 49,817 sq. ft.

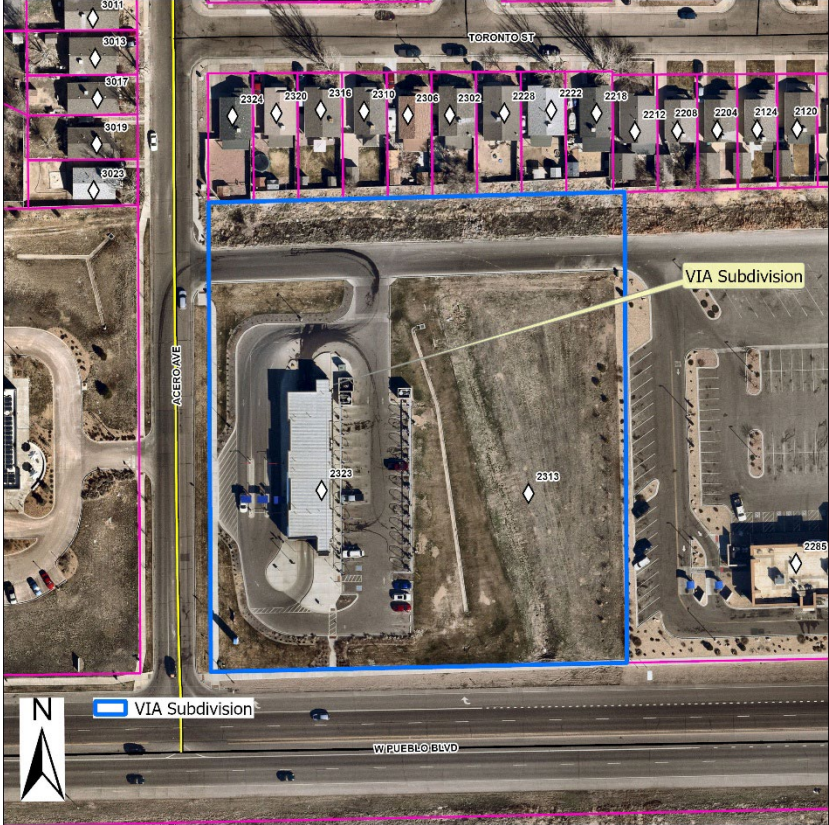
REFERRAL AGENCIES AND COMMENTS:

- City Public Works-no comment
- City Transportation-no comment
- Pueblo Regional Building Department-no comment
- City Fire Department-no comment
- Pueblo Board of Water Works-no comment
- City Wastewater-no comment
- City Stormwater-comments addressed in conditions
- City Parks and Recreation Department-no comment
- City GIS-no comment
- Xcel Energy-no comment
- Black Hills Energy-no comment
- CDOT-see attached letter from Michelle Regalado, Assistant Access Manager, September 26, 2025. Planning did not receive correspondence from CDOT regarding the 3rd subdivision submittal.

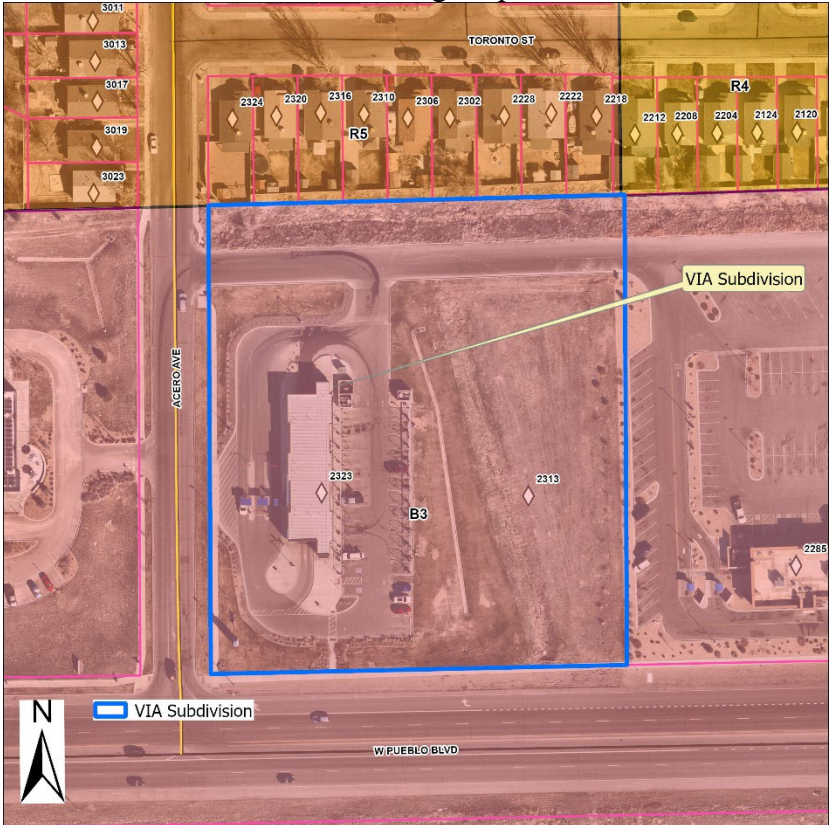
ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. SRC Memo November 5, 2025
- E. Plat
- F. Subdivision Application
- G. Stormwater Utility Memo, Noah Stamm, Stormwater Coordinator
- H. Variance Application Form, City of Pueblo Stormwater Utility
- I. CDOT 2nd Submittal letter from Michelle Regalado, Assistant Access Manager, September 25, 2025.

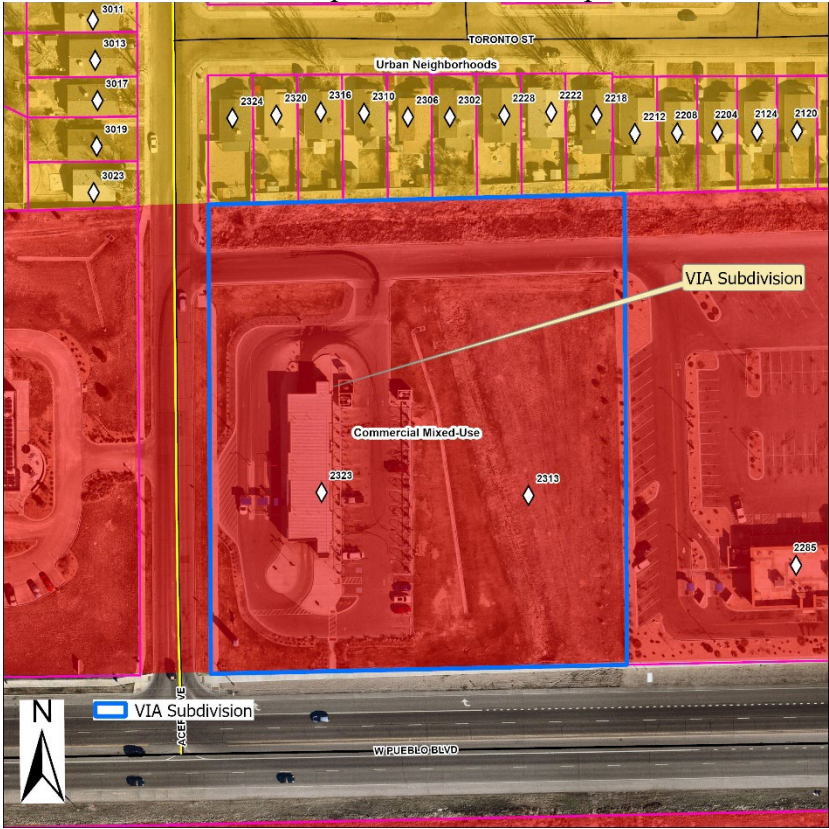
A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



Chuck Roy
Acting Director Public Works



Beritt Odom
Director Planning &
Community Development

Steven Meier
Director Parks & Recreation

Executive Secretary of
Planning & Zoning
Commission

Subdivision Review Committee

MEMORANDUM

To: Planning and Zoning Commission
From: Subdivision Review Committee
Date: November 5, 2025
Subject: S-25-05 VIA Subdivision

S-25-05

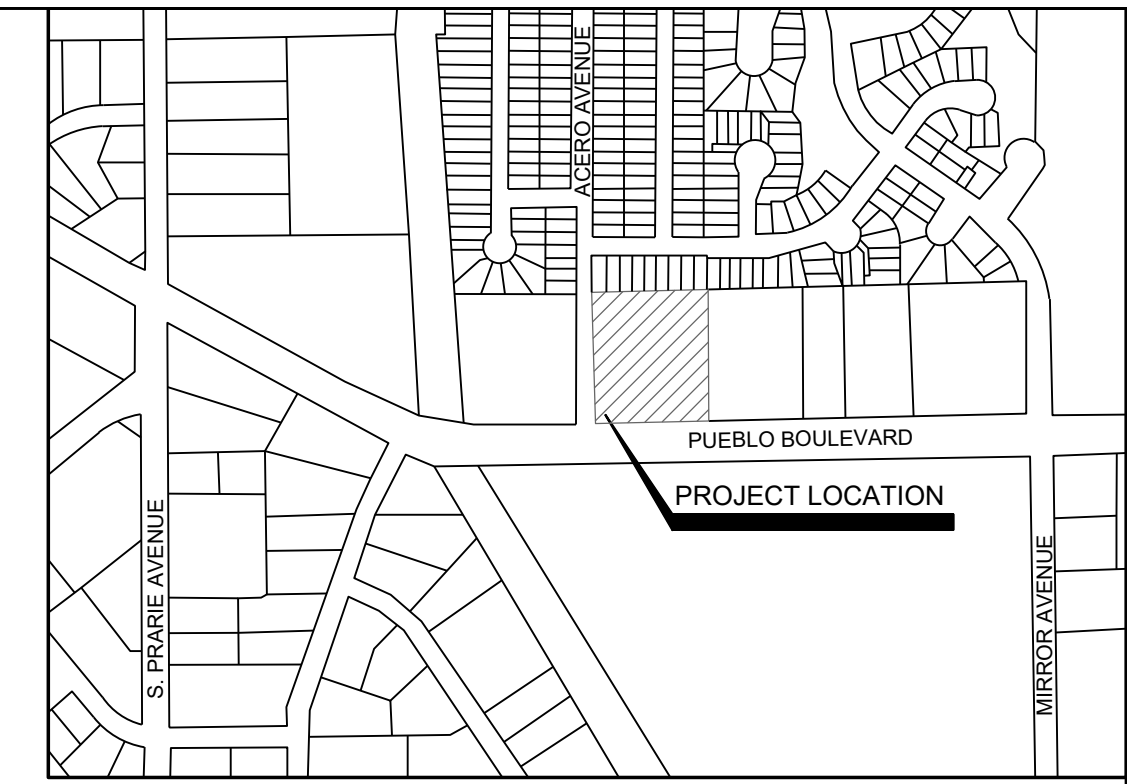
The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the VIA Subdivision be **APPROVED** with the following noted:

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be **APPROVED** with the following noted:

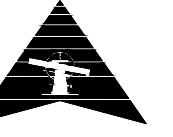
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Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	The Stormwater Department is requesting the following staff condition: The following dedication must be added to the subdivision plat prior to City Council Review: "EASEMENTS SHOWN HERON FOR DRAINAGE ARE HEREBY DEDICATED TO THE CITY OF PUEBLO, COLORADO FOR PERPETUAL USE OF THE PUBLIC."
Other:	Stormwater approved a variance from Sec. 9.6., Table 9-2 of the 2023 Pueblo DCM that requires a minimum cover of 3 feet on November 5, 2025.

VIA SUBDIVISION

A REPLAT OF LOT 10 OF LAKESHORE FILING NO. 2, BEING A PORTION OF THE WEST HALF OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO



VICINITY MAP
(NOT TO SCALE)



DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being all of the Owner(s), Mortgagee(s) and Lienholder(s) of certain lands in the town of Pueblo, Pueblo County, Colorado, described as follows:

PROPERTY DESCRIPTION:

A parcel of land located in a portion of the West 1/2 of Section 14, Township 21 South, Range 65 West of the 6th P.M. in the City of Pueblo, County of Pueblo, and State of Colorado, being more particularly described as follows:

Lot 10, Lakeshore Estates No. 2, County of Pueblo, Colorado as filed for record on August 7, 1974 in Book L at Page 22 as Reception No. 477943 in the office of the Pueblo County Clerk and Recorders, County of Pueblo, State of Colorado.

Containing 3.21 acres, more or less

HEREBY REQUEST: A Final Plat according to the Code of Ordinances of the City of Pueblo, to create Lots 10A & 10B, VIA Subdivision, containing a calculated area of 3.21 acres, more or less.

LOT 10A

Beginning at the Northwest Corner of Lot 10, Lakeshore Estates, Filing No. 2, City of Pueblo, County of Pueblo, Colorado as filed for record on August 7, 1974 in Book L, Page 22 as Reception No. 477943 in the Office of the Pueblo County Clerk and Recorder; thence N 88°11'23" E 241.17 feet; thence S 10°40'50" W 110.02 feet; thence S 01°50'04" E 292.57 feet; thence S 88°09'56" W 227.42 feet; thence N 00°23'22" W 400.21 feet to the point of beginning, containing 2.08 acres.

LOT 10B

Beginning at the Northeast Corner of Lot 10, Lakeshore Estates, Filing No. 2, City of Pueblo, County of Pueblo, Colorado as filed for record on August 7, 1974 in Book L, Page 22 as Reception No. 477943 in the Office of the Pueblo County Clerk and Recorder; thence S 01°49'12" E 399.94 feet; thence S 88°09'56" W 126.40 feet; thence N 01°50'04" W 292.57 feet; thence N 10°40'50" E 110.02 feet; thence N 88°11'23" E 102.66 feet to the point of beginning, containing 1.13 acres.

By: Derrick Merchant, Manager Date: _____
VIA Real Estate, LLC
a Wyoming limited liability company

STATE OF TEXAS) SS
COUNTY OF LUBBOCK)

The foregoing instrument was acknowledged before me by Derrick Merchant, Manager of VIA Real Estate, LLC, a Wyoming limited liability company this _____ day of _____, 2025.

WITNESS my hand and official seal.

NOTARY PUBLIC

COMMISSION EXPIRATION

By: Chris Sharp Date: _____
Senior Vice President
Western Bank

STATE OF TEXAS) SS
COUNTY OF LUBBOCK)

The foregoing instrument was acknowledged before me by Chris Sharp, Senior Vice President of Western Bank this _____ day of _____, 2025.

WITNESS my hand and official seal.

NOTARY PUBLIC

COMMISSION EXPIRATION

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 VIA SUBDIVISION HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

DATE _____ CITY CLERK _____

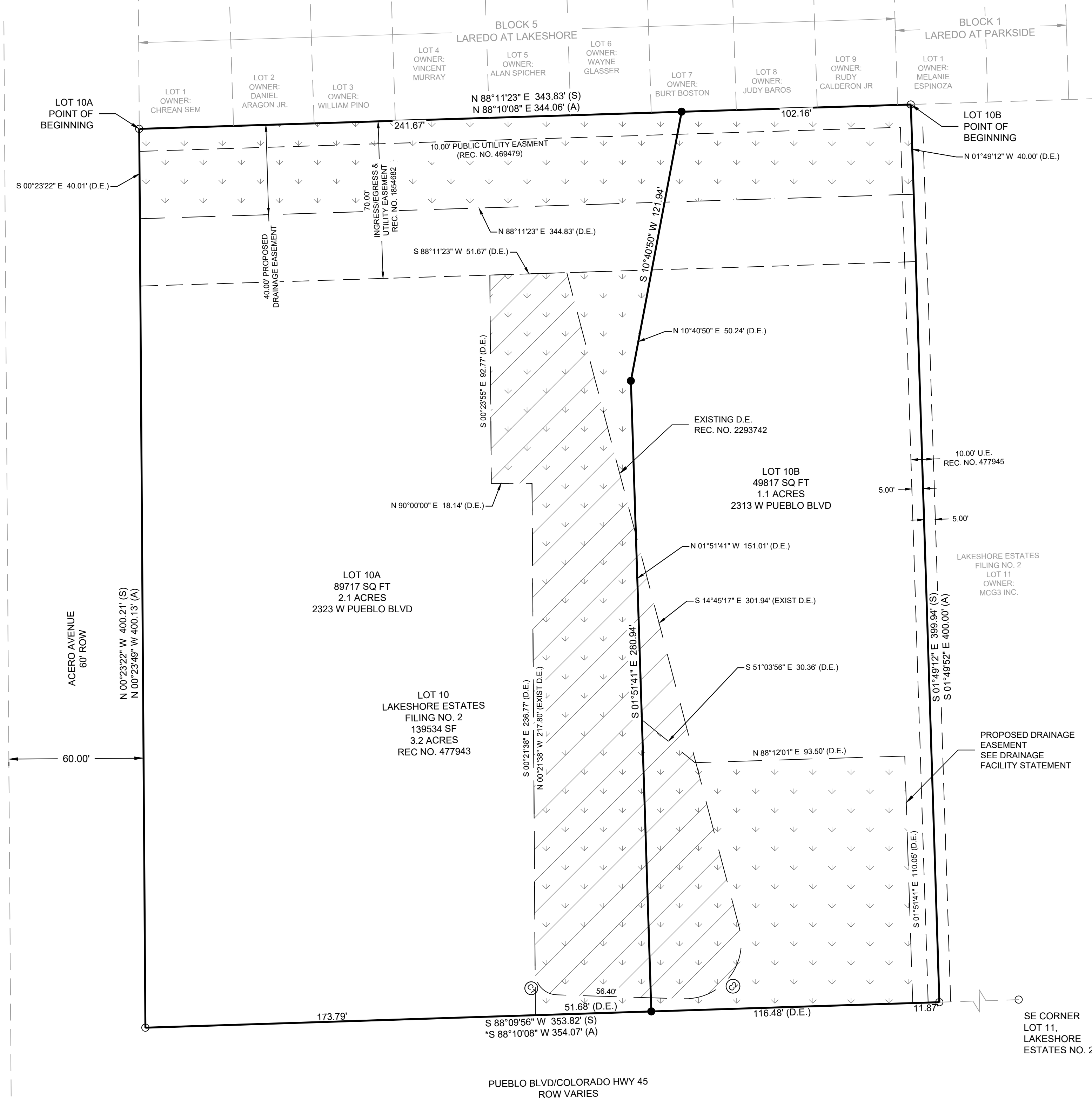
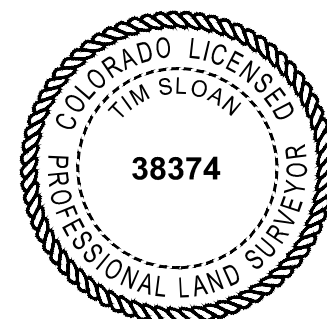
DRAINAGE FACILITY STATEMENT:

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

SURVEYOR'S CERTIFICATION:

The undersigned Registered Land Surveyor in the State of Colorado hereby states that the accompanying plat was surveyed and drawn to normal standards and care of a Professional Land Surveyor practicing in the State of Colorado. The survey was performed and plat prepared under his supervision and accurately shows the described tract of land and subdivision thereof, and the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his knowledge, information and belief, and monuments exist as shown hereon.

Tim Sloan, Professional Land Surveyor
State of Colorado, No. #38374



NOTES:

- THE PURPOSE OF THIS PLAT IS TO SPLIT ONE PLATTED LOT INTO TWO PLATTED LOTS
- STEWART TITLE COMPANY DBA EMPIRE TITLE, A DIVISION OF STEWART COMMITMENT 2613755-IO, WITH A COMMITMENT DATE OF MAY 13, 2025 WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS REPLAT. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
- EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.
- LINEAL UNITS USED ARE U.S. SURVEY FEET.
- BASIS OF BEARINGS: ASSUMING THE NORTH RIGHT-OF-WAY LINE OF COLORADO HIGHWAY 45, AS MONUMENTED BY A NO. 4 REBAR WITH AN ILLEGIBLE 1 INCH YELLOW PLASTIC CAP AT THE SOUTHEAST CORNER OF LOT 11, LAKESHORE ESTATES NO. 2 AND A NO. 4 REBAR WITH AN ILLEGIBLE 1 INCH YELLOW PLASTIC CAP AT THE SOUTHWEST CORNER OF LOT 10 OF SAID LAKESHORE ESTATES NO. 2 TO BEAR SOUTH 88°10'08" WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 638.11 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.
- SUBJECT PROPERTY CONTAINS 139534 SQ.FT. OR 3.21 ACRES, AS SURVEYED.
- HORIZONTAL DATUM: COLORADO STATE PLANE GRID COORDINATES, SOUTH ZONE, NAD 1983. SCALE POINT = N: 1586003.261; E: 3247289.170. SCALE FACTOR = 0.99998791. COMBINED SCALE FACTOR = 0.999973923
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	15.33	10.00	87.86	N44° 17' 23"W	13.88
C2	46.49	25.00	106.54	S38° 30' 48"W	40.07

LEGEND

- Monument Found (1/2" Rebar),
Origin: Lakeshore Estates No. 2
- Assumed Bearing
- (A) ALTA Dimension by Baseline Corporation
dated 4-14-2022
- (S) Surveyed Dimension
- U.E. Utility Easement
- T.E. Temporary Easement
- D.E. Drainage Easement
- Existing Drainage Easement Hatch
- Proposed Drainage Easement Hatch



SCALE: 1" = 40'

SMH
CONSULTANTS

Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com

Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145

Drawn By: JAM Project # 2502-0037 TAC-01

OCTOBER 2025

SUBDIVISION APPLICATION**Attachments: Subdivision Submittal Checklist - Part I** **Subdivision Submittal Checklist - Part II**

DATE OF APPLICATION: 5/9/2025		
SUBDIVISION NAME: Lakeshore Estates, Filing No. 2		
PROPERTY OWNER: VIA Real Estate, LLC		
ADDRESS: 2323 W. Pueblo Blvd.		
TELEPHONE: 806-368-7843	FAX:	E-MAIL: derrick@7bdev.com
SUBDIVIDER (if different than property owner):		
ADDRESS:		
TELEPHONE:	FAX:	E-MAIL:
ENGINEERING FIRM: SMH Consultants		
ADDRESS: 620 N. Tejon, Ste. 201, Colorado Springs, CO 80903		
TELEPHONE: 719-465-2145	FAX:	E-MAIL: blouk@smhconsultants.com
PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE: Brett Louk		P.E. # 55474
SURVEYING FIRM: SMH Consultants		
ADDRESS: 620 N. Tejon, Ste. 201, Colorado Springs, CO 80903		
TELEPHONE: 719-465-2145	FAX:	E-MAIL:
PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE: Tim Sloan		P.L.S. # 38374

A Master Development Plan must be approved by the Planning & Zoning Commission prior to the submission of a subdivision plat for any tract of land that constitutes a part of a larger tract of land owned or controlled by the Subdivider 12-4-5 (a)(1) Municipal Code.

If the proposed subdivision includes a Special Area Plan, the applicant must meet with the Subdivision Review Committee prior to submittal of an application for Subdivision.

I hereby certify that I am the owner or acting as agent for the owner pursuant to a valid Power of Attorney from the owner of the property affected by this application for subdivision, that the information contained in the application documents is true and correct to the best of my knowledge, and that the professional consultants identified herein are hereby authorized to act on my behalf on all matters within their technical discipline pertaining to this application.

 Property Owner/Agent

Kurt Patrick, P.E.
Director of Stormwater

Noah Stamm
Stormwater Coordinator



211 E. "D" Street
Pueblo, CO 81003

Phone (719) 553-2899
Fax (719) 553-2294

Stormwater Utility

MEMO

TO: Beritt Odom, Director of Planning
FROM: Noah Stamm, Stormwater Coordinator
DATE: November 5, 2025
SUBJECT: S-25-05 VIA Subdivision 3rd submittal review

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

Color Code: Black = July 25 comments
Blue = September 26 comments
Red = November 5 comments
(Crossed out items indicate they have been addressed.)

Part I

1. See 1st redlined Plat. See 2nd redlined Plat. Plat is approved with condition the following statement is added per City Legal department request: "EASEMENTS SHOWN HEREON FOR DRAINAGE ARE HEREBY DEDICATED TO THE CITY OF PUEBLO, COLORADO FOR PERPETUAL USE OF THE PUBLIC."
- ~~2. Provide a Stormwater Facility Maintenance Agreement per Pueblo Municipal Code 16.12.10.d. Fillable forms and guidance documents can be found here: <https://www.pueblo.us/2883/Forms>. Since the detention facility will be shared between the two lots there will only be 1 SFMA. SFMA submitted needs updated with correct legal descriptions (there is not a lot 10A or 10B in Lakeshore Estates No. 3 update to VIA Subdivision). Also reach out to our GIS department (Eric Clay or Debbie Romines) to acquire what the address would be for lot 10B. Once corrected sign and execute the documents and submit for legal review. Approved, originals will be needed with plat in Part II.~~
- ~~3. Provide a Supplemental map as required by the subdivision check list.~~
- ~~4. See 1st redlined Drainage Report. See 2nd redlined Drainage Report. Preliminary drainage report approved. See 3rd redlined drainage report (one minor comment is drainage report can be addressed in Part II).~~
- ~~5. Submit variances using City of Pueblo's Standard variance form. (Emailed to Brett on 9/26/25). Variances are approved. Signed copies have been provided. Please append these in the back of the Final Drainage Report.~~

Part II

6. Provide revegetation and slope stabilization methods including planned seed mix.
7. Provide a project benchmark.
8. ~~Provide an Erosion and Sediment Control Plan (ESCP) in accordance with “Erosion and Sediment Control Plan Guidance” found in Appendix C in the City of *Pueblo Drainage Criteria Manual April 2023* if total land disturbance is between **1000 sf** — **1 acre** or Provide a Stormwater Management Plan (SWMP) in accordance with “Stormwater Management Plan Guidance” found in Appendix D if total land disturbance is greater than **1 acre** or part of a larger common development. **This can be provided at time of commercial application.**~~
9. All cut and fill slopes must comply with *City of Pueblo Drainage Criteria Manual April 2023* (Max 4H:1V).
10. Tracer wire is required on all stormwater pipes per Senate Bill 18-167. The bill requires that all new underground facilities, including laterals up to the structure or building being served, installed on or after August 8, 2018, must be electronically locatable when installed per section 9-1.5-103(10), C.R.S. Please add the details, provided on the City of Pueblo’s website to the construction documents. <https://www.pueblo.us/475/2023-Construction-Standards>
11. Show tracer wire access box locations and show symbol in legend.
12. Add this note on plans: **All stormwater facilities and BMPs located in City ROWs or tying into City stormwater system need to be inspected by City Stormwater personnel. Please contact inspector before construction. 719-553-2291 or 719-553-2285.**
13. After final approval of plans, provide an electronic copy of the Final Drainage Report and Drainage Plan, stamped, and signed by Engineer.
14. Slag may not be shown on the plans, but we include this note, so everyone is aware it is not allowed. Slag is not an acceptable material for parking or driving areas due to its toxic composition per The Colorado Department of Health and Environment Water Quality Division. It is not allowed anywhere on site.
15. **Part II drawings will be limited to pond improvement plans and storm pipe extension P&P.**
16. Provide a comment response to this memo.

**VARIANCE APPLICATION FORM
CITY OF PUEBLO STORMWATER UTILITY**



211 East "D" Street, Pueblo, CO 81033
 Email: stormwater@pueblo.us
 Phone: 719-553-2899

Applicant Information		
Name: Brett Louk		Phone: (719) 465-2145
Company: SMH Consultants		Email: blouk@smhconsultants.com
Address: 620 N. Tejon St., Ste. 201		
City: Colorado Springs	State: CO	Zip Code: 80903
Property Owner Information		
Owner Name: VIA Real Estate, LLC		
Property Address: 2323 W. Pueblo Blvd.		
Variance Request Description		
Please describe the variance request and the applicable section of the City of Pueblo Drainage Criteria Manual: (VARIANCE REQUEST #1) A request for a variance from Sec. 13.8.7 (Low Flow Channel Requirements for Extended Detention Basins) of the 2023 Pueblo DCM that requires a minimum 0.40% slope.		
Basis for Variance Request		
Please provide a basis for the variance request. Attach calculations, references, or other documentation if needed. (VARIANCE REQUEST #1) Due to the existing flowline elevations of the culverts on the south and north sides of the property, the minimum 0.4% concrete channel slope cannot be met. The culvert on the southern side of the property has an outfall elevation of approximately 4831.30, while the culvert on the northern end of the property has an invert at an elevation of 4830.34. These culverts are approximately 300 feet away from each other, and we cannot tie into both without providing a slope less than 0.40%. The proposed slope of the concrete trickle channel is 0.16%. The only adverse impact from the proposed variance is sediment could settle out and accumulate in the trickle channel. To prevent this, regular cleaning of the trickle channel will be required and is already required through the provided detention maintenance agreement. There are no anticipated adverse impacts of the proposed variance on major drainageways and downstream public and private drainage facilities and properties.		
For Stormwater Utility Staff Use		
Variance Request Date Received: 11/5/25		Reviewed By: <i>[Signature]</i>
<input checked="" type="radio"/> Variance Approved	<input type="radio"/> Variance Not Approved	Date: 11/5/25
Comment:		

**VARIANCE APPLICATION FORM
CITY OF PUEBLO STORMWATER UTILITY**



211 East "D" Street, Pueblo, CO 81033
 Email: stormwater@pueblo.us
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Applicant Information		
Name: Brett Louk		Phone: (719) 465-2145
Company: SMH Consultants		Email: blouk@smhconsultants.com
Address: 620 N. Tejon St., Ste. 201		
City: Colorado Springs	State: CO	Zip Code: 80903
Property Owner Information		
Owner Name: VIA Real Estate, LLC		
Property Address: 2323 W. Pueblo Blvd.		
Variance Request Description		
Please describe the variance request and the applicable section of the City of Pueblo Drainage Criteria Manual: (VARIANCE REQUEST #2) A request for a variance from Sec 9.3 of the 2023 Pueblo DCM that requires storm drains to be designed with a minimum slope of 0.5% that generates a minimum velocity of 3 feet/second at half-full conditions.		
Basis for Variance Request		
Please provide a basis for the variance request. Attach calculations, references, or other documentation if needed. (VARIANCE REQUEST #2) Due to the existing flowline elevations of the culverts on the south and north sides of the property, the minimum 0.5% storm drain slope cannot be met for proposed pipe P1. Proposed pipe P1 will be connected to the culvert on the south end of the property, to redirect the culvert's outfall to within the detention pond. In order to maintain site conveyance of public runoff, the detention pond must have positive drainage from the south end of the site to the north end. In order to achieve this, proposed pipe P1 must have a slope of approximately 0.27%. The pipe will be 36", and has been sized to pass the 100-year event. In half-full conditions, the pipe generates a velocity of approximately 4.91 feet/second. Not approving the variance would require one, or both, of the existing culverts on the north and south side of the property to be removed and replaced. This would require removal and replacement of portions of two streets; Beulah Avenue on the north side, and W. Pueblo Boulevard on the south side. The only adverse impact from the proposed variance is sediment could settle out and accumulate in the new proposed storm drain. To prevent this, regular cleaning of the storm drain would be required.		
For Stormwater Utility Staff Use		
Variance Request Date Received: 11/5/25		Reviewed By: <i>[Signature]</i>
<input checked="" type="checkbox"/> Variance Approved	<input type="checkbox"/> Variance Not Approved	Date: 11/5/25
Comment:		

Channel Report

PIPE P1 - HALF FULL CONDITIONS

Circular

Diameter (ft) = 3.00

Invert Elev (ft) = 4831.32

Slope (%) = 0.27

N-Value = 0.013

Calculations

Compute by: Known Depth

Known Depth (ft) = 1.50

Highlighted

Depth (ft) = 1.50

Q (cfs) = 17.45

Area (sqft) = 3.55

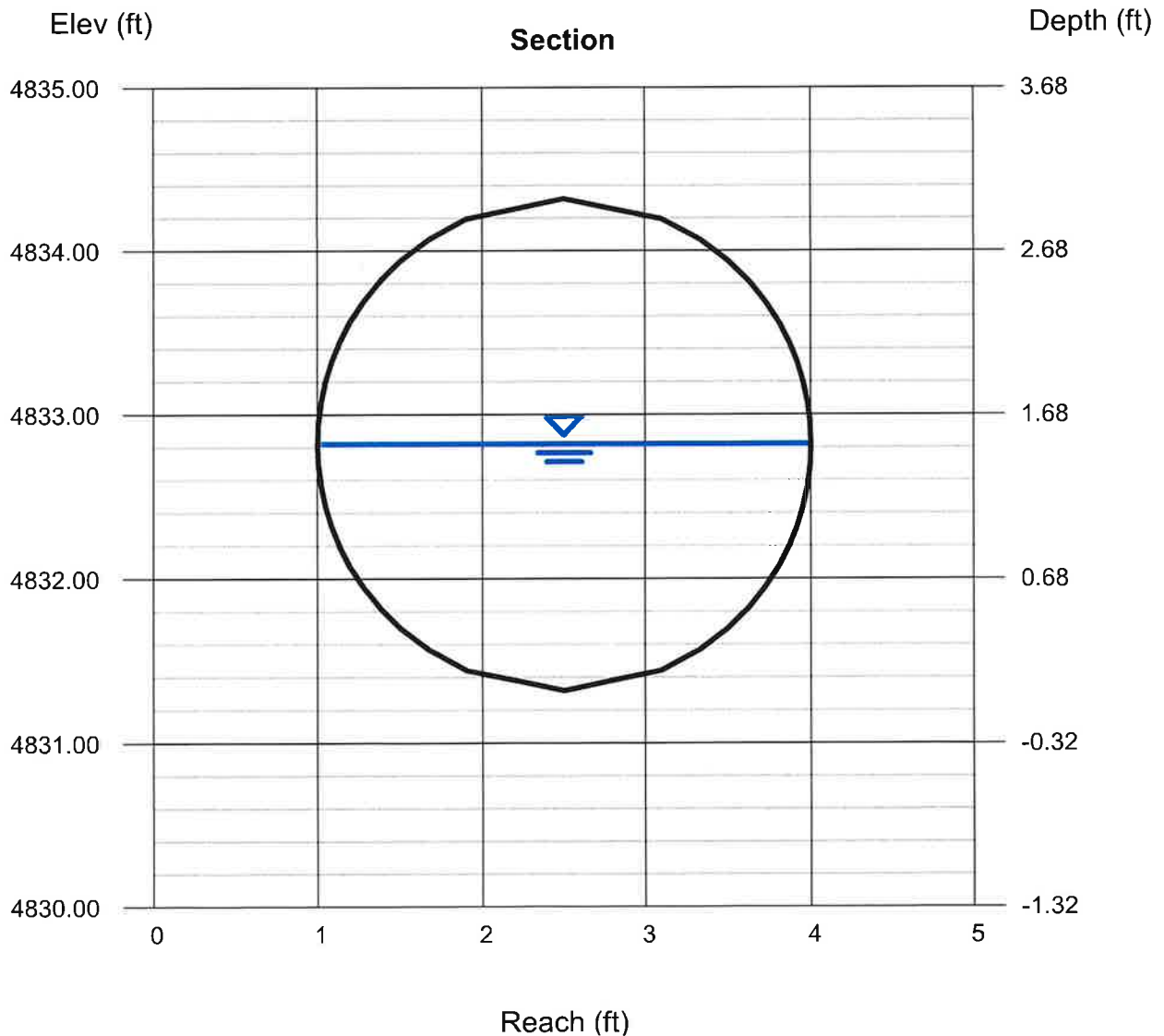
Velocity (ft/s) = 4.91

Wetted Perim (ft) = 4.72

Crit Depth, Yc (ft) = 1.34

Top Width (ft) = 3.00

EGL (ft) = 1.88



**VARIANCE APPLICATION FORM
CITY OF PUEBLO STORMWATER UTILITY**



211 East "D" Street, Pueblo, CO 81033
 Email: stormwater@pueblo.us
 Phone: 719-553-2899

Applicant Information		
Name: Brett Louk		Phone: (719) 465-2145
Company: SMH Consultants		Email: blouk@smhconsultants.com
Address: 620 N. Tejon St., Ste. 201		
City: Colorado Springs	State: CO	Zip Code: 80903
Property Owner Information		
Owner Name: VIA Real Estate, LLC		
Property Address: 2323 W. Pueblo Blvd.		
Variance Request Description		
Please describe the variance request and the applicable section of the City of Pueblo Drainage Criteria Manual: (VARIANCE REQUEST #3) A request for a variance from Sec 9.6, Table 9-3 of the 2023 Pueblo DCM that requires a drop varying from 0.1 to 0.3 feet, dependent on the angle of horizontal deflection across the manhole.		
Basis for Variance Request		
Please provide a basis for the variance request. Attach calculations, references, or other documentation if needed. (VARIANCE REQUEST #3) Due to the existing flowline elevations of the culverts on the south and north sides of the property, the minimum 0.2 foot required drop cannot be met at manhole MH-A2. Proposed pipe P1 will be connected to the culvert on the south end of the property at manhole MH-A2, to redirect the culvert's outfall to within the detention pond. In order to maintain site conveyance of public runoff, the detention pond must have positive drainage from the south end of the site to the north end. In order to achieve this, proposed pipe P1 must have an outfall as high as possible above the invert of the culvert on the north side of the property; therefore, no drop in manholes is proposed. Additionally, the storm sewer is sized to pass the 100-year event. Not approving the variance would require one, or both, of the existing culverts on the north and south side of the property to be removed and replaced. This would require removal and replacement of portions of two streets; Beulah Avenue on the north side, and W. Pueblo Boulevard on the south side. The only adverse impact from the proposed variance is sediment could settle out and accumulate in the new proposed manhole. To prevent this, regular cleaning of the manhole would be required.		
For Stormwater Utility Staff Use		
Variance Request Date Received: 11/5/25		Reviewed By: <i>[Signature]</i>
<input checked="" type="radio"/> Variance Approved	<input type="radio"/> Variance Not Approved	Date: 11/5/25
Comment:		

**VARIANCE APPLICATION FORM
CITY OF PUEBLO STORMWATER UTILITY**



211 East "D" Street, Pueblo, CO 81033
 Email: stormwater@pueblo.us
 Phone: 719-553-2899

Applicant Information		
Name: Brett Louk		Phone: (719) 465-2145
Company: SMH Consultants		Email: blouk@smhconsultants.com
Address: 620 N. Tejon St., Ste. 201		
City: Colorado Springs	State: CO	Zip Code: 80903
Property Owner Information		
Owner Name: VIA Real Estate, LLC		
Property Address: 2323 W. Pueblo Blvd.		
Variance Request Description		
Please describe the variance request and the applicable section of the City of Pueblo Drainage Criteria Manual: (VARIANCE REQUEST #4) A request for a variance from Sec 9.6, Table 9-2 of the 2023 Pueblo DCM that requires a minimum cover of 3 feet must be maintained.		
Basis for Variance Request		
Please provide a basis for the variance request. Attach calculations, references, or other documentation if needed. (VARIANCE REQUEST #4) Proposed Pipe P2, the outlet pipe for the proposed detention pond cannot be designed with the minimum required 3 foot cover. The outlet structure for the proposed pond is located below the crest of the emergency spillway, meaning the outlet pipe P2 runs under the crest of the emergency spillway. To create the required 3 feet of cover for Pipe P2, the emergency spillway crest would need to be raised approximately 2.2 feet, which would mean the entire detention pond embankment would need to be raised approximately 2 feet to provide 1 foot of freeboard. The outlet pipe (P2) will not be located in an area of any vehicular traffic, and the outlet pipe is sized to pass the 100-year event. There are no adverse impacts anticipated if this variance were approved.		
For Stormwater Utility Staff Use		
Variance Request Date Received: 11/5/25		Reviewed By: <i>[Signature]</i>
<input checked="" type="radio"/> Variance Approved	<input type="radio"/> Variance Not Approved	Date: 11/5/25
Comment:		



COLORADO
Department of Transportation
Region 2
Traffic & Safety - Access Permits

September 26, 2025

045A/City of Pueblo

Beritt Odom, Principal Planner (bodom@pueblo.us)
City of Pueblo - Planning & Community Development
211 E "D" Street
Pueblo, CO 81003

RE: S-25-05 VIA Subdivision 2nd Submittal

Dear Beritt,

I am in receipt of a referral request for VIA Subdivision Filing No 2 located at 2323 W Pueblo Blvd (State Highway 045A) in the City of Pueblo, in the County of Pueblo, State of Colorado. State Highway 045A is classified as a Non-Rural Principal Highway (NR-A) near MP 1.008. Filing No 2 is a Subdivision replat, that will divide Lot 10 (3.2 Acres) in two, Lot 10A (2.1 Acres) and Lot 10B (1.1 Acres). **Access to the parcel is via a Private Road from Acero Ave which connects to State Highway 045A.** Parcel No. 1514313007, is currently owned by VIA Real Estate LLC. After review of the submittal, we have the following comments:

- Changes in use of a property “which will affect access operation, traffic volume and/or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.” SHAC §§ 2.6(1),2.6(3) & 2.6(5)
- New subdivisions, post 1979, require a state highway access permit. C.R.S. § 43-2-147(1)(b)
- Development adjacent to state highways require a state highway access permit. SHAC § 1.1
- Where a private development accessing the roadway of an appropriate local authority necessitates access improvements where the local roadway connects to a state highway, the permittee may either be the local jurisdiction, the developer or a combination, at the discretion of the local authority. SHAC § 2.3(12)(b)
- Two State Highway Access Permits have been issued for the adjacent connecting public roads:
 - 224097 - City Street Connection of Acero Avenue to State Highway 45 (S Pueblo Blvd) issued 8/26/2025 expires 8/26/2026. Notice to Proceed to construction has not yet been issued.
 - 224098 - North leg of the intersection of Mirror Ave & State Highway 45 (Pueblo Blvd) issued 8/26/2025 expires 8/26/2026. Notice to Proceed to construction has not yet been issued.



- There are pending access permits and required improvements for Acero Ave and Mirror Ave for the adjacent developments. The execution of the permits and the installation of the improvements shall be a condition of this subdivision as well.
- A State Highway Access Permit will be required.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor advertising. Please contact Mr. Gabe Martinez at 719-251-7830 for any questions regarding advertising devices.
- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Martinez.

If you have questions, please contact me at (719) 251-7804 or michelle.regalado@state.co.us.

Sincerely,

Michelle Regalado

Michelle Regalado
CDOT R2 Assistant Access Manager

xc: Lancaster/file

October 27, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from VIA Real Estate, LLC for the approval of the following application:

S-25-05 Subdivision: Via Subdivision, subdividing 3.21 acres into two commercial lots; generally located north of W. Pueblo Blvd. and west of Mirror Ave

The Planning and Zoning Commission meeting will be held on **November 12, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. Written testimony can also be accepted up to 24 hours before the hearing date. 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 if you have questions.**

Planning & Community Development
By Berrit Odom, Director
(719) 553-2259

October 27, 2025

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Planning & Community Development
By Berrit Odom, Director
(719) 553-2259

CASE NUMBER: S-25-05

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 Lakeshore Estate 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.

10-27-25 mailed by Carol
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Owner	OwnerZip
KAISER FOUNDATION HEALTH PLAN OF CO	1 KAISER PLZ 15TH FLOOR LA	OAKLAND	CA	94612-3604
CALDERON RUDY J JR	10 CHAUTARD CT	PUEBLO	CO	81005-2611
EXCALIBER LLC	10 DEER RUN CT	PUEBLO	CO	81001-1857
REDDY MALIREDDY S + REDDY SYAMA M	1280 S PARKER DR STE 100	DENVER	CO	80231-2128
VIA REAL ESTATE LLC	13105 DOVER AVE	LUBBOCK	TX	79424-8451
BOSTON BURT	1814 TIERRA BERIENDA	PUEBLO	CO	81008-2619
EL VISTAR PARTNERSHIP + JNRC PARTNERSH	200 W CITY CENTER DR STE 2	PUEBLO	CO	81003-1024
MARTINEZ JOHN C	2022 TORONTO CIR	PUEBLO	CO	81004-5215
SENA ISABEL C	2024 TORONTO CIR	PUEBLO	CO	81004-5215
MONTOYA MARISSA J	2108 TORONTO ST	PUEBLO	CO	81004-5218
SANTOS EMILIANO + SISNEROS CHLOE	2111 TORONTO ST	PUEBLO	CO	81004-5217
WUENSCHER ERICA L	2116 TORONTO ST	PUEBLO	CO	81004-5218
RAMIREZ ERIK/RAMIREZ SONDRRA	2120 TORONTO ST	PUEBLO	CO	81004-5218
WAKEFIELD BARBARA J	2124 TORONTO ST	PUEBLO	CO	81004-5218
ARMIJO SAMUEL TREVOR	2200 ALLEN GRIFFEY RD	CLARKSVILLE	TN	37042-4616
TAMBURELLI CHRISTINE	2208 TORONTO ST	PUEBLO	CO	81004-4260
ESPINOZA MELANIE	2212 TORONTO ST	PUEBLO	CO	81004-4260
BAROS JUDY	2222 TORONTO ST	PUEBLO	CO	81004-4260
SPICHER SONJA/SPICHER ALAN	2306 TORONTO ST	PUEBLO	CO	81004-4262
PINO WILLIAM C/PINO LINDA S	2316 TORONTO ST	PUEBLO	CO	81004-4262
ARAGON DANIEL JR	2320 TORONTO ST	PUEBLO	CO	81004-4262
COPLEY CHARLES R SR/COPLEY JOY M	24613 HOSFORD MEADOWS	PORTER	TX	77365-3083
V P REAL ESTATE ENTERPRISES LLC	2656 LANE 37 1/2	GREYBULL	WY	82426-9521
MURRAY VINCENT	2711 MORRIS AVE	PUEBLO	CO	81003
MONTOYA BARBARA	2928 ONTARIO ST	PUEBLO	CO	81004-4256
PAUL JAMES LANG/PAUL ALYCE P	3 NORMANDY CIR	PUEBLO	CO	81001-1925
GARCIA ERIK G	3001 TORONTO PL	PUEBLO	CO	81004-5223
LAWSON STEVEN M	3002 ONTARIO ST	PUEBLO	CO	81004-4258
RIVERA ANTONIO VEGA + LOWE VICKIE A	3005 TORONTO PL	PUEBLO	CO	81004-5223
MARTINEZ CELINA MAE	3006 ACERO AVE	PUEBLO	CO	81004-4250
MARTINEZ RITA J	3006 ONTARIO ST	PUEBLO	CO	81004-4258
MARMOLEJO ARTHUR J	3006 WINNIPEG ST	PUEBLO	CO	81004-4242
GOMEZ AMANDA M/SEGURA SHANDI	3008 ONTARIO ST	PUEBLO	CO	81004-4258
HARP SARAH	3009 ONTARIO ST	PUEBLO	CO	81004-4259
GUNDELFINGER SHEILA	3010 WINNIPEG ST	PUEBLO	CO	81004-4242
HINER JORDYN N	3013 ACERO AVE	PUEBLO	CO	81004-4251
ROBINSON COQUETTE M	3014 WINNIPEG ST	PUEBLO	CO	81004-4242
ACUNA RENE JR	3016 WINNIPEG ST	PUEBLO	CO	81004-4242
GUTIERREZ RICARDO ABRAHAM P/MENDEZ	3017 ACERO AVE	PUEBLO	CO	81004-4251
TOTH LYRISSA JOY	3018 WINNIPEG ST	PUEBLO	CO	81004-4242
GALLEGOS JUANITA D	3019 ACERO AVE	PUEBLO	CO	81004-4251
DE LA ROSA SAMANTHA	3019 WINNIPEG ST	PUEBLO	CO	81004-4243
MARTINEZ JULIA J	3023 ACERO AVE	PUEBLO	CO	81004-4251
GLASSER WAYNE/GLASSER ANGELA	3278 CASTLE BUTTE DR	CASTLE ROCK	CO	80109-9647
MARTINEZ PROPERTY HOLDINGS INC	4611 RIO GRANDE LN NW	LOS RANCHOS	NM	87107-5503
MCG3 INC	7707 LANTERN LN	FOUNTAIN	CO	80817-4278

HAUSMAN JOLENE N	8551 PINE DR	BEULAH	CO	81023-9771
RANGERS PROPERTIES LLC	8716 STARK ST	ARCADIA	OK	73007-7643
HAWKEN AMY/HAWKEN JACOB	9 COURTNEY PL	PUEBLO	CO	81001-1714
SEM CHREAN/ROS RIN	PO BOX 19065	COLORADO CITY	CO	81019-0065
T + A ENTERPRISES LLC + TOMS MANAGEMEN	PO BOX 9600	PUEBLO	CO	81008-6020

RESOLUTION NO. 9903

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE COUNTY OF PUEBLO FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION AND ACCOUNTABILITY SERVICES AND PROVIDING FOR THE EXECUTION THEREOF, TRANSFERRING FUNDS FROM THE CONTINGENCY ACCOUNT, AND RESCINDING RESOLUTION 9891

WHEREAS, both City and County provide significant funding to local non-profit community service organizations serving the needs of local residents; and

WHEREAS, City and County each have staff employees providing essentially the same functions with respect to the funding, contracting and compliance monitoring of such organizations; and

WHEREAS, City has requested a proposal from County for consolidation and cooperation with respect to certain activities relating to the funding, contracting and compliance monitoring of such organizations, and County has made such a proposal to City, which, as modified herein, is acceptable to City; and

WHEREAS, the parties to this Agreement desire to enter into a written agreement which sets forth their arrangement for consolidation of activities and cooperation with respect to funding, contracting and compliance monitoring of such organizations; and

WHEREAS, each party hereto has the authority, capacity and ability to undertake the functions and activities which comprise the subject matter of this Agreement.

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

SECTION 1.

Except to the extent budgeted and appropriated, no funds of the City may be used for any purpose under the Agreement unless duly authorized by the City Council.

SECTION 2.

Funds in the amount of \$17,500 are hereby transferred from the Contingencies Account in the 2003 budget.

SECTION 3.

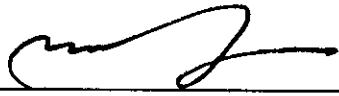
The President of the City Council is authorized to execute the Agreement for Community Services Planning, Administration and Accountability Services in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 4.

Resolution 9891 is hereby rescinded in its entirety.

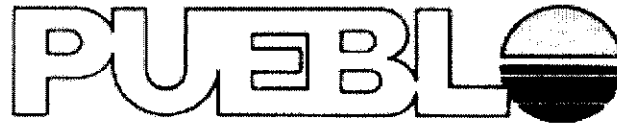
INTRODUCED July 14, 2003

BY Al Gurule
Councilperson

APPROVED: 
President of City Council

ATTEST:


City Clerk



Reso. #9903

Background Paper for Proposed
RESOLUTION

AGENDA ITEM # 9

DATE: JULY 14, 2003

DEPARTMENT: CITY MANAGER'S OFFICE
LEE R. EVETT, CITY MANAGER
DAVE GALLI, DEPUTY CITY MANAGER

TITLE

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE COUNTY OF PUEBLO FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION AND ACCOUNTABILITY SERVICES AND PROVIDING FOR THE EXECUTION THEREOF, TRANSFERRING FUNDS FROM THE CONTINGENCY ACCOUNT, AND RESCINDING RESOLUTION 9891

ISSUE

An agreement between the City of Pueblo and the County of Pueblo contracting with the County's Department of Housing and Human Services to provide contracting and compliance monitoring for the City's Health and Human Services and other general revenue funding appropriated said the purposes.

RECOMMENDATION

Approve

BACKGROUND

The City approached the County with a request to consolidate the activities of funding, contracting, and compliance monitoring of the Health and Human Services agencies, and other agencies providing "Community Services" as defined in the Agreement. The City and County have historically coordinated their funding, but have allocated funds and monitored each funded agency separately.

This Agreement consolidates these activities under the County's Department of Housing and Human Services and creates the *Community Services Advisory Commission*. The *Commission* serves in an advisory capacity only. The City Council retains the authority to make funding decisions. The City retains the ability to monitor and evaluate the progress and performance of the County Department of Housing and Human Services. This is a three-year Agreement from June 1, 2003 through May 31, 2006.

This agreement was previously approved by the City Council at the June 23 City Council meeting; however, Pueblo County had asked for several modifications. The changes, which are agreeable to the City staff, are as follows:

1. Members of the Community Services Advisory Commission will be jointly appointed by the County Commissioners and the City Council upon recommendations made by a selection committee comprised of three County Commissioners and three members of the City Council.
2. Prohibits any employee of the City or County or any affiliated entity from serving on the Community Services Advisory Commission.
3. Provides that the agreement may be terminated by either party, without cause, upon 10 days written notice.

FINANCIAL IMPACT

The City agrees to pay to County compensation in the amount of \$17,500 for the first year of the original term of the Agreement and \$12,000 per year for years two and three. Funds to be transferred from the Contingency Account.

**AGREEMENT FOR COMMUNITY SERVICES PLANNING,
ADMINISTRATION AND ACCOUNTABILITY SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 14th day of July, 2003 by and between the City of Pueblo, a Municipal Corporation (hereinafter "City") and the Board of County Commissioners of the County of Pueblo (hereinafter "County").

WHEREAS, both City and County provide significant funding to local non-profit community service organizations serving the needs of local residents; and

WHEREAS, City and County each have staff employees providing essentially the same functions with respect to the funding, contracting and compliance monitoring of such organizations; and

WHEREAS, City has requested a proposal from County for consolidation and cooperation with respect to certain activities relating to the funding, contracting and compliance monitoring of such organizations, and County has made such a proposal to City, which, as modified herein, is acceptable to City; and

WHEREAS, the parties to this Agreement desire to enter into a written agreement which sets forth their arrangement for consolidation of activities and cooperation with respect to funding, contracting and compliance monitoring of such organizations; and

WHEREAS, each party hereto has the authority, capacity and ability to undertake the functions and activities which comprise the subject matter of this Agreement.

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

1. Definitions.

As used herein, the following terms shall have the meaning set forth below:

"Board" shall mean the Board of County Commissioners of County;

"CDBG Funds" shall mean Community Development Block Grant funds provided by or through the U.S. Department of Housing and Urban Development, and includes any program income attributable thereto;

"City Department" shall mean the Department of Housing and Citizen Services of the City of Pueblo;

"City Director" shall mean the Director of the City Department or Director's designee;

“*Community Services*” means the provision of materials, services or facilities to serve otherwise unmet needs of residents of City or County in any of the following areas: elderly assistance; child care; assistance for the disabled; suicide prevention; youth services; homeless services; nutrition; health care; recreation; historic preservation; family planning; cultural programs; economic development; and environmental programs;

“*Community Services Advisory Commission*” or “*Commission*” shall mean the advisory board created under this Agreement;

“*Council*” shall mean the City Council of City;

“*County Department*” shall mean the Pueblo County Department of Housing and Human Services;

“*County Director*” shall mean the Director of the County Department;

“*General Funds*” shall mean any funds of either City or County which are not attributable to a federal or state grant, loan or contract or to a gift or bequest;

“*Service Agency*” shall mean a nonprofit organization qualified as an Internal Revenue Code 501(c)(3) organization which performs one or more of the Community Services as defined in this Agreement.

2. Establishment of Community Services Advisory Commission.

(a) There is hereby established an advisory commission to be known as the Community Services Advisory Commission. The Commission shall be comprised of two non-voting members in accordance with section 2(c) of this Agreement and fifteen (15) voting members appointed in accordance with section 2(b) of this Agreement.

(b) One voting member shall be the person holding the position of Director of United Way of Pueblo County, Colorado, Inc., a Colorado Nonprofit Corporation (“United Way”). The Board and Council shall each appoint three of its members to a committee (the “Selection Committee”) which shall, consistent with the requirements of this paragraph, make recommendations to the Board and full Council regarding the appointment of the remaining fourteen (14) voting members of the Commission. The remaining fourteen (14) voting members, not less than seven (7) of which shall be residents of the City, shall thereafter be appointed jointly by the Board and the Council after consideration of the recommendations of the Selection Committee. One voting member shall be a person serving on the City’s Citizen Advisory Committee for CDBG funds and one voting member shall be a person serving on the County’s Community Services Block Grant Advisory Board. A reasonable effort shall be made by the Selection Committee to recommend, and the Board and Council to appoint, as the remaining voting members to the Commission, persons who are knowledgeable in or broadly representative of interests in the following areas: senior

services, early childhood development, disabled persons, health care, mental health, youth services and activities, arts and culture, recreation, economic development, private foundations, faith-based organizations, and education. No voting member shall be affiliated with a Service Agency receiving or applying for General Funds as an employee, officer, director or board member of the Service Agency, nor shall any voting member be an employee of either the City or County or any affiliated entity. In the case of the initial appointments, three (3) members shall serve a term of one (1) year, four (4) members shall serve a term of two (2) years, four (4) members shall serve a term of three (3) years, and three (3) members shall serve a term of four (4) years. All succeeding appointments shall be for four (4) years, except that in the case of any appointment to fill a vacancy occurring during an unexpired term of a member, the appointment shall only be for the remainder of the unexpired term..

(c) The City Director and County Director shall serve as non-voting *ex officio* members of the Commission.

(d) Members of the Commission shall select a chair from among its members and may fill such other offices as it may deem necessary.

(e) Members of the Commission shall serve without compensation.

3. Functions and Responsibilities of the Commission.

The functions of the Commission shall be to: provide for a public process for receipt and evaluation of proposals from Service Agencies which desire to provide Community Services using General Funds provided by either City or County and other allocated County funds which may be provided by County (hereinafter "Proposals"); review, analyze, and comment upon the Proposals; and make recommendations to the Board and Council regarding such Proposals, taking into account assessment of needs in the Community, the amount or amounts of anticipated and actual General Funds and other allocated County funds, and direction provided from time to time by the Board and Council.

4. Powers and Duties of the Commission.

The powers and duties of the Commission shall be as follows:

(a) To cooperate with Service Agencies, City Director, County Director and the staff of City Department and County Department in effectuating the intent and purpose of this Agreement; and

(b) To coordinate with United Way to assure that funding provided by City and County is designed to best serve the needs of City and County residents;

(c) To receive, evaluate and make advisory recommendations upon, proposals for

allocated funding of Community Services from General Funds anticipated to be available from City and County and other allocated County funds anticipated to be available from County;

(d) To meet as necessary and to hold informal hearings on proposals for funding of Community Services in order to obtain relevant and necessary information with which to make fiscal funding recommendations to be provided to elected officials; and

(e) To choose its own officers and to create such subcommittees as, in its judgment, will aid in effectuating its other purposes; and

(f) To make reports to Council and the Board as requested by Council or Board; and

(g) To adopt bylaws and rules as necessary to effectuate the intent of and policy statements set forth in this Agreement; provided, however, that such bylaws and rules shall not become effective unless and until approved by both Board and Council; and

(h) To provide monitoring oversight, through on-site visits and other means, on the use of General Funds and other allocated County funds by Service Agencies to assure that funds are properly managed and expended in accordance with contracts between the Service Agencies and Board or Council.

5. Policy Guidance for Commission.

The following policy statements are hereby adopted by Board and Council for the guidance of the Commission, City Department and County Department:

(a) City and County are committed to working together with a collaborative process for planning, contracting and compliance monitoring with respect to funding of Service Agencies. Nothing in this Agreement, however, is intended to be applicable to or affect the process or procedures which apply to the allocation or use of CDBG Funds by either City or County.

(b) In general, funding recommendations should attempt to reasonably allocate available funding based upon articulable criteria developed by the Commission in order to serve the most important otherwise unmet Community Services needs of the Community; and to the extent consistent with the foregoing, giving priority within any particular category of Community Services to those proposals reaching or serving the greatest number of persons having need within the category.

(c) Board and Council each specifically reaffirm that this Agreement is not intended to, nor does it, delegate any legislative or budgetary authority vested in or reserved to Board or Council. Board and Council shall each retain their respective independent authority to accept or reject any recommendation of the Commission, to establish in its own budget process the overall level of funding from General Funds and other allocated County funds for Community Services, and to

determine both the selections of recipients and amounts of such funding for such Service Agencies, if any.

(d) Notwithstanding the foregoing, Board and Council shall jointly meet at least once each year prior to July 1 during the term of this Agreement for the purpose of determining the funding level for the following year.

(e) Faith-based organizations shall be permitted to participate in the funding process provided that General Funds and other allocated County funds are not used to directly fund religious activities or functions.

6. Responsibilities of County Department of Housing and Human Services.

The County Department shall have the responsibilities, and provide the specific functions and services, set forth below:

(a) The County Director will act as the lead administrator for all activities contemplated by this Agreement, and shall directly supervise the staff of the County Department.

(b) The County Director and staff of County Department will consult and collaborate with the City Director and such City staff as may be designated by the City Manager.

(c) Under the supervision of the County Director, the County Department shall:

(i) Serve as staff to the Commission, including preparation of meeting agendas and mailings and attendance at meetings; draft reports, budgets and correspondence; and perform all other actions necessary or desirable for the Commission to serve its intended functions.

(ii) Participate in meetings with community groups and organizations that are involved in assessing Community Services needs in the community.

(iii) Prepare and cause to be published or distributed Requests for Proposals including applications in consultation with the City Director, Commission and United Way.

(iv) Receive, review and critique Proposals submitted by Service Agencies.

(v) Prepare charts, spreadsheets and other comparative materials and media for evaluation of Proposals for funding.

(vi) Prepare contracts for execution by City or County and Service Agencies, using forms approved by the respective local government.

(vii) Perform periodic contract monitoring of each Service Agency receiving funding with General Funds from City or County, including both financial and performance reviews. Generally, monitoring shall include desk audits of quarterly financial and programmatic reports provided by Service Agencies, on-site visits to the Service Agencies' facilities, phone reviews as necessary, and development of corrective action plans, notices of default and other actions to obtain full contract compliance by Service Agencies.

(viii) Process Service Agency requests for payment and communicate regularly with the City's Department of Finance and County's Budget Office with respect to periodic disbursements to Service Agencies.

(ix) Prepare and provide to the Commission, Board and Council, quarterly reports on its activities and the Service Agencies receiving General Funds.

(x) Provide planning and technical assistance to Service Agencies which may include: assistance with applications for funding, assistance with adopting and implementing necessary accounting policies and procedures; troubleshooting fiscal or programmatic issues; assistance in locating additional funding; and sponsorship of community workshops and training relating to the subject matter of this Agreement.

(xi) Perform all necessary or desirable accounting, data entry, word processing and clerical activities necessary to effectuate the foregoing functions.

7. Payments by City to County.

In order to partially defray County's costs and expenses in performing services under this Agreement which in part relate to City's funding of Service Agencies, while reducing City's costs and expenses through the avoidance of duplication of services, City agrees to pay to County compensation ("Compensation") in the amount of \$17,500 for the first year of the original term of this Agreement for services provided and expenses incurred hereunder. Payment of Compensation hereunder shall be in monthly installments, each equal to 1/12 of the total annual Compensation. In the second and third years of the original term, the amount of Compensation payable by City to County for its services shall be \$12,000. The parties state and acknowledge that the reason that Compensation is higher during the first year of the initial term is due to one-time start-up costs associated with consolidation.

8. Term of Agreement.

Subject to annual appropriation for years after 2003, the initial term of this Agreement shall be from June 1, 2003 to May 31, 2006, unless sooner terminated as provided herein. By mutual agreement of the parties in writing, this Agreement may be extended for successive additional one (1) year terms.

9. Termination of Agreement.

(a) For Cause. This Agreement may be terminated by either party for cause, including any nonperformance by the County or non-payment by the City, upon ten (10) days written notice to the other party including a statement of the reasons therefor.

(b) For Convenience. This Agreement may be terminated by either party without cause upon ten (10) days written notice to the other party.

(c) Post Termination Procedures. In the event of termination, County shall turn over all materials and contracts involving City funding to City Director, cease further work and the County shall be entitled to receive just and equitable compensation for satisfactory work performed through the date of termination for which compensation has not previously been paid. In no event shall the amount of payment in the event of termination, when added to payments already made by City during any term, result in exceedance of the amount provided in Section 7 of this Agreement.

10. Assignability.

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

11. Conflict of Interest.

Each party certifies that neither it nor any members of its Board of County or Council of City, or their respective officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Each party shall avoid all conflicts of interest which are prohibited by applicable law and regulations.

12. County Recordkeeping.

County shall maintain records as to work performed, services provided, and reimbursable expenses (if any) incurred in performing the functions to be performed by County Department hereunder, including the Scope of Services. County shall also keep and maintain accounting records in accordance with accounting standards for governmental entities. City shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records, including accounting records of the County, which relate to this Agreement for the purpose of making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require that a copy of all of County's financial and other records relating to this Agreement be turned over to City.

13. Inquiry by City.

Notwithstanding anything in this Agreement, at the request of Council, or for any other reason, City Department shall have the right, but not the duty, to make separate inquiry of, and perform whatever additional monitoring or inquiry may, in its opinion, be necessary with respect to, any contract for Community Services or Service Agency receiving or which has received funding from City.

14. City Oversight.

The City shall have the right to monitor and evaluate the progress and performance of the County Department to assure that the terms of this Agreement are being satisfactorily fulfilled. The City Department may review the County's performance using on-site visits, progress reports required to be submitted by the County, audit findings, disbursement transactions and contact with the County as necessary. If requested, the County shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. County and County Department shall fully cooperate with City relating to such monitoring and evaluation.

15. Liability; Insurance.

As to the City, County agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by County or by the conditions created thereby; provided, however, that nothing in this paragraph is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq. County shall provide and maintain Workers' Compensation insurance coverage or self insurance on its employees complying with the requirements of state law.

16. Equal Employment Opportunity.

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

17. Entire Agreement; Amendments.

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, if any, constitute the entire and complete agreement of the parties hereto and supersede all prior proposals, written and oral agreements, if any, understandings or representations related

thereto. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of both the County and City.

18. Signatures.

The persons signing this Agreement on behalf of each party represent and warrant that such persons and their respective party have the requisite power and authority to enter into, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

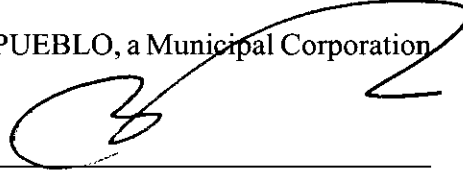
IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:



City Clerk

CITY OF PUEBLO, a Municipal Corporation

By 

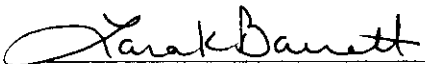
President of the City Council

APPROVED AS TO FORM:



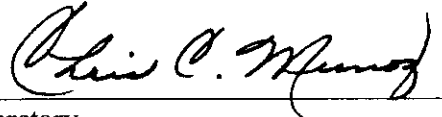
City Attorney

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



Director of Finance

ATTEST:



Secretary

COUNTY OF PUEBLO

By 

Chair, Board of County Commissioners

STATE OF COLORADO.

County of Pueblo.

} ss.

The Board of County Commissioners met in Regular session in its office in Pueblo County, Colorado, on Tuesday the 15th day of July A.D. 2003 at 9:00 A.M. o'clock.

- Present: Loretta Kennedy Chairman.
- " John L. Klomp (Excused) County Commissioner.
- " Matt Peulen County Commissioner.
- " Gary Raso, Asst. Cty. Att. County Attorney.
- " Sue M. Kovacich, Dep. Clerk County Clerk or Deputy.

When the following proceedings, among others, were had and done, to wit:

RESOLUTION NO. 03-177

APPROVING THE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PUEBLO FOR THE ESTABLISHMENT OF A COMMUNITY SERVICES ADVISORY COMMISSION

WHEREAS, the City of Pueblo ("City") and Pueblo County ("County") provide significant funding to local non-profit community service organizations and have staff employees providing essentially the same functions with respect to the funding, contracting and compliance monitoring of such organizations; and

WHEREAS, in an effort to reduce costs and avoid duplication of services, the City and County desire to enter into an Agreement which sets forth their arrangement for consolidation and cooperation with respect to their activities associated with local non-profit community service organizations; and

WHEREAS, Sections 18(2)(a) and (b) of Article XIV of the Colorado Constitution, and Section 29-1-203, C.R.S., authorize governments to contract and cooperate with one another; and

WHEREAS, the City Council of the City of Pueblo approved said agreement at their July 14, 2003, City Council meeting; and

WHEREAS, said cooperative agreement is for an initial term of three (3) years beginning June 1, 2003 and ending May 31, 2006, and according to the terms of the agreement the City of Pueblo agrees to pay to Pueblo County compensation for services provided and expenses incurred under the Agreement in the amount of \$17,500.00 for the first year and \$12,000.00 in the second and third years, subject to annual appropriation by the City of Pueblo for years after 2003; and

WHEREAS, this Board feels it would serve the public welfare and be in the best interests of the citizens of Pueblo County, Colorado, for the County of Pueblo to enter into a cooperative Agreement with the City of Pueblo to enable both entities to serve the needs of local non-profit community service organizations in a more efficient and cost effective manner.

STATE OF COLORADO,

County of Pueblo,

}
} ss.

The Board of County Commissioners met in Regular session in its office in Pueblo County, Colorado, on Tuesday the 15th day of July A.D. 2003 at 9:00 A.M. o'clock.

Present: _____ Chairman.
.. _____ County Commissioner.
.. _____ County Commissioner.
.. _____ County Attorney.
.. _____ County Clerk or Deputy.

When the following proceedings, among others, were had and done, to wit:

RESOLUTION NO. 03-177 (CONTINUED)

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pueblo County, Colorado, that the Agreement between the City of Pueblo, a Municipal Corporation, and Pueblo County, Colorado, dated July 14, 2003, and effective beginning June 1, 2003, the terms and conditions of which are incorporated herein by this reference, be, and hereby is, approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners of Pueblo County, Colorado, be, and hereby is, authorized to sign said Agreement on behalf of Pueblo County.

BE IT EVEN FURTHER RESOLVED that the Pueblo County Department of Housing and Human Services act as the Lead Agency in the Partnership and the Director of the Pueblo County Department of Housing and Human Services is named Lead Administrator and is hereby authorized to implement the terms of the Agreement on behalf of Pueblo County.

By the following vote on roll call:

KENNEDY - AYE

PEULEN - AYE

**AGREEMENT FOR COMMUNITY SERVICES PLANNING,
ADMINISTRATION AND ACCOUNTABILITY SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into the last date written below by and between the City of Pueblo, a Municipal Corporation (hereinafter "City") and the Board of County Commissioners of the County of Pueblo (hereinafter "County").

WHEREAS, both City and County provide significant funding to local non-profit community service organizations serving the needs of local residents; and

WHEREAS, City and County each have staff employees providing essentially the same functions with respect to the funding, contracting and compliance monitoring of such organizations; and

WHEREAS, it is in the best interests of the City and County to consolidate and cooperate in relation to the funding, contracting and compliance monitoring of local non-profit community service organizations through CSAC;

WHEREAS, The County has provided oversight of CSAC in the past;

WHEREAS, the City and County desire to shift oversight of CSAC to the City; and

WHEREAS, the parties to this Agreement desire to enter into a written agreement which sets forth their arrangement for consolidation of activities and cooperation with respect to funding, contracting and compliance monitoring of such organizations; and

WHEREAS, each party hereto has the authority, capacity and ability to undertake the functions and activities which comprise the subject matter of this Agreement.

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

1. Definitions.

As used herein, the following terms shall have the meaning set forth below:

"Board of" shall mean the Board of County Commissioners of Pueblo County;

"City Department" shall mean the Department of Housing and Citizen Services of the City of Pueblo;

"City Director" shall mean the Director of the City Department or Director's designee;

"Community Services" means the provision of materials, services or facilities to serve otherwise unmet needs of residents of City or County in any of the following areas: elderly assistance; childcare; assistance for the disabled; suicide prevention; youth services; homeless services; nutrition; health care; recreation; historic preservation; family planning; cultural programs; economic development; and environmental programs;

"Community Services Advisory Commission" or *"Commission"* shall mean the advisory board created under this Agreement;

"Council" shall mean the City Council of City;

"County Department" shall mean the Pueblo County Budget and Finance Department;

"County Director" shall mean the Director of the County Department;

"General Funds" shall mean any funds of either City or County which are not attributable to a federal or state grant, loan or contract or to a gift or bequest;

"Service Agency" shall mean a nonprofit organization qualified as an Internal Revenue Code 501(c)(3) organization which performs one or more of the Community Services as defined in this Agreement.

2. Establishment of Community Services Advisory Commission.

(a) There is hereby established an advisory commission to be known as the Community Services Advisory Commission. The Commission shall be comprised of two non-voting members in accordance with section 2(c) of this Agreement and fifteen (15) voting members appointed in accordance with section 2(b) of this Agreement.

(b) One voting member shall be the person holding the position of Director of United Way of Pueblo County, Colorado, Inc., a Colorado Nonprofit Corporation ("United Way"). The Board and Council shall each appoint three of its members to a committee (the "Selection Committee") which shall, consistent with the requirements of this paragraph, make recommendations to the Board and full Council regarding the appointment of the remaining fourteen (14) voting members of the Commission. The remaining fourteen (14) voting members, not less than seven (7) of which shall be residents of the City, shall thereafter be appointed jointly by the Board and the Council after consideration of the recommendations of the Selection Committee. A reasonable effort shall be made by the Selection Committee to recommend, and the Board and Council to appoint, as the remaining voting members to the Commission, persons who are knowledgeable in or broadly representative of interests in the following areas: senior

services, early childhood development, disabled persons, health care, mental health, youth services and activities, arts and culture, recreation, economic development, private foundations, faith-based organizations, and education. No voting member shall be affiliated with a Service Agency receiving or applying for General Funds as an employee, officer, director or board member of the Service Agency, nor shall any voting member be an employee of either the City or County or any affiliated entity. In the case of the initial appointments, three (3) members shall serve a term of one (1) year, four (4) members shall serve a term of two (2) years, four (4) members shall serve a term of three (3) years, and three (3) members shall serve a term of four (4) years. All succeeding appointments shall be for four (4) years, except that in the case of any appointment to fill a vacancy occurring during an unexpired term of a member, the appointment shall only be for the remainder of the unexpired term.

(c) The City Director and County Director (or their designee) shall serve as non-voting *ex officio* members of the Commission.

(d) Members of the Commission shall select a chair from among its members and may fill such other offices as it may deem necessary.

(e) Members of the Commission shall serve without compensation.

3. Functions and Responsibilities of the Commission.

The functions of the Commission shall be to: provide for a public process for receipt and evaluation of proposals from Service Agencies which desire to provide Community Services using General Funds provided by either City or County and other allocated funds which may be provided by the City or the County (hereinafter "Proposals"); review, analyze, and comment upon the Proposals; and make recommendations to the Board of County Commissioners and City Council regarding such Proposals, taking into account assessment of needs in the Community, the amount or amounts of anticipated and actual General Funds and other allocated County funds, and direction provided from time to time by the Board and Council.

4. Powers and Duties of the Commission.

The powers and duties of the Commission shall be as follows:

(a) To cooperate with Service Agencies, City Director, County Director and the staff of City Department and County Department in effectuating the intent and purpose of this Agreement; and

(b) To coordinate with United Way to assure that funding provided by City and County is designed to best serve the needs of City and County residents;

(c) To receive, evaluate and make advisory recommendations upon, proposals for

allocated funding of Community Services from General Funds anticipated to be available from City and County and other allocated County funds anticipated to be available from County;

(d) To meet as necessary and to hold informal hearings on proposals for funding of Community Services in order to obtain relevant and necessary information with which to make fiscal funding recommendations to be provided to elected officials; and

(e) To choose its own officers and to create such subcommittees as, in its judgment, will aid in effectuating its other purposes; and

(f) To make reports to Council and the Board as requested by Council or Board; and

(g) To adopt bylaws and rules as necessary to effectuate the intent of and policy statements set forth in this Agreement; provided, however, that such bylaws and rules shall not become effective unless and until approved by both Board and Council; and

(h) To provide monitoring oversight, through on-site visits and other means, on the use of General Funds and other allocated County funds by Service Agencies to assure that funds are properly managed and expended in accordance with contracts between the Service Agencies and Board or Council.

5. Policy Guidance for Commission.

The following policy statements are hereby adopted by Board and Council for the guidance of the Commission, City Department and County Department:

(a) City and County are committed to working together with a collaborative process for planning, contracting and compliance monitoring with respect to funding of Service Agencies. \

(b) In general, funding recommendations should attempt to reasonably allocate available funding based upon the criteria and guidelines set forth in Exhibit A of this agreement. The commission may develop criteria in order to serve the most important otherwise unmet Community Services needs of the Community, so long as it is consistent with Exhibit A; and to the extent consistent with the foregoing, giving priority within any particular category of Community Services to those proposals reaching or serving the greatest number of persons having need within the category.

(c) Board and Council each specifically reaffirm that this Agreement is not intended to, nor does it, delegate any legislative or budget authority vested in or reserved to Board or Council. Board and Council shall each retain their respective independent authority to accept or reject any recommendation of the Commission, to establish in its own budget process the overall level of funding from General Funds and other allocated County funds for Community Services, and to

determine both the selections of recipients and amounts of such funding for such Service Agencies, if any.

(d) Notwithstanding the foregoing, Board and Council shall jointly meet at least once each year prior to July 1 during the term of this Agreement for the purpose of determining the funding level for the following year.

(e) Faith-based organizations shall be permitted to participate in the funding process provided that General Funds and other allocated County funds are not used to directly fund religious activities or functions.

6. Responsibilities of City Department of Housing and Citizen Services.

The City Department shall have the responsibilities, and provide the specific functions and services, set forth below:

(a) The City Director (or his/her designee) will act as the lead administrator for all activities contemplated by this Agreement, and shall directly supervise the staff of the City Department.

(b) The City Director and staff of City Department will consult and collaborate with the County Director and such County staff as may be designated by the County Manager.

(c) Under the supervision of the City Director, the City Department shall:

(i) Serve as staff to the Commission, including preparation of meeting agendas and mailings and attendance at meetings; draft reports, budgets and correspondence; and perform all other actions necessary or desirable for the Commission to serve its intended functions.

(ii) Participate in meetings with community groups and organizations that are involved in assessing Community Services needs in the community.

(iii) Prepare and cause to be published or distributed Requests for Proposals including applications in consultation with the County Director, Commission and United Way.

(iv) Receive, review and critique Proposals submitted by Service Agencies.

(v) Prepare charts, spreadsheets and other comparative materials and media for evaluation of Proposals for funding.

(vi) Prepare contracts for execution by City or County and Service Agencies, using forms approved by the respective local government.

(vii) Perform periodic contract monitoring of each Service Agency receiving funding with General Funds from City or County, including both financial and performance reviews. Generally, monitoring shall include desk audits of quarterly financial and programmatic reports provided by Service Agencies, on-site visits to the Service Agencies' facilities on a risk-based frequency, phone reviews as necessary, and development of corrective action plans, notices of default and other actions to obtain full contract compliance by Service Agencies.

(viii) Process Service Agency requests for payment and communicate regularly with the City's Department of Finance and County's Budget Office with respect to periodic disbursements to Service Agencies.

(ix) Prepare and provide to the Commission, Board and Council, quarterly reports on its activities and the Service Agencies receiving General Funds.

(x) Provide planning and technical assistance to Service Agencies which may include: assistance with applications for funding, assistance with adopting and implementing necessary accounting policies and procedures; troubleshooting fiscal or programmatic issues; assistance in locating additional funding; and sponsorship of community workshops and training relating to the subject matter of this Agreement.

(xi) Perform all necessary or desirable accounting, data entry, word processing and clerical activities necessary to effectuate the foregoing functions.

7. Payments by County to City.

In order to partially defray City's costs and expenses in performing services under this Agreement which in part relate to County's funding of Service Agencies, while reducing County's costs and expenses through the avoidance of duplication of services, County agrees to pay to City compensation ("Compensation") in the amount of \$30,000 for each year of the term of this Agreement for services provided and expenses incurred hereunder. Payment of Compensation hereunder shall be in quarterly installments, each equal to 1/4 of the total annual Compensation.

8. Term of Agreement.

Subject to annual appropriation for years after 2026, the initial term of this Agreement shall be from January 1, 2026 to December 31, 2026, unless sooner terminated as provided herein. By mutual agreement of the parties in writing, this Agreement may be extended for successive additional one (1) year terms.

9. Termination of Agreement.

(a) For Cause. This Agreement may be terminated by either party for cause, including any nonperformance by the City or non-payment by the County, upon ten (10) days written notice to the other party including a statement of the reasons therefor.

(b) For Convenience. This Agreement may be terminated by either party without cause upon ten (10) days written notice to the other party.

____ (c) Post Termination Procedures. In the event of termination, City shall turn over all materials and contracts involving County funding to County Director, cease further work and the City shall be entitled to receive just and equitable compensation for satisfactory work performed through the date of termination for which compensation has not previously been paid. In no event shall the amount of payment in the event of termination, when added to payments already made by County during any term, result in exceedance of the amount provided in Section 7 of this Agreement.

10. Assignability.

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

11. Conflict of Interest.

Each party certifies that neither it nor any members of its Board of County or Council of City, or their respective officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Each party shall avoid all conflicts of interest which are prohibited by applicable law and regulations.

12. City Recordkeeping.

City shall maintain records as to work performed, services provided, and reimbursable expenses (if any) incurred in performing the functions to be performed by City Department hereunder, including the Scope of Services. City shall also keep and maintain accounting records in accordance with accounting standards for governmental entities. County shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records, including accounting records of the City, which relate to this Agreement for the purpose of making an audit or examination. Upon completion of the work and end of the term of this Agreement, the County may require that a copy of all of City's financial and other records relating to this Agreement be turned over to County.

13. Inquiry by County.

Notwithstanding anything in this Agreement, at the request of Council, or for any other reason, County Department shall have the right, but not the duty, to make separate inquiry of, and perform whatever additional monitoring or inquiry may, in its opinion, be necessary with respect to, any contract for Community Services or Service Agency receiving or which has received funding from County.

14. County Oversight.

The County shall have the right to monitor and evaluate the progress and performance of the City Department to assure that the terms of this Agreement are being satisfactorily fulfilled. The County Department may review the City's performance using on-site visits, progress reports required to be submitted by the City, audit findings, disbursement transactions and contact with the City as necessary. If requested, the City shall furnish to the County quarterly program and financial reports of its activities in such form and manner as may be requested by the County. City and City Department shall fully cooperate with County relating to such monitoring and evaluation.

15. Liability; Insurance.

As to the County, City agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by City or by the conditions created thereby; provided, however, that nothing in this paragraph is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-10 I, City shall provide and maintain Workers' Compensation insurance coverage or self insurance on its employees complying with the requirements of state law.

16. Equal Employment Opportunity.

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

17. Entire Agreement; Amendments.

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, if any, constitute the entire and complete agreement of the parties hereto and supersede all prior proposals, written and oral agreements, if any, understandings or representations related

thereto. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of both the County and City.

18. Signatures.

The persons signing this Agreement on behalf of each party represent and warrant that such persons and their respective party have the requisite power and authority to enter into, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

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

CITY OF PUEBLO, COLORADO

By: _____
Heather Graham, Mayor

Address: 1 City Hall Place
Pueblo, Colorado 81003

Date: _____

Attest:

Marisa Stoller, City Clerk

COUNTY OF PUEBLO, COLORADO

By: _____
Chair, Board of County Commissioners

Address: 215 W. 10th Street
Pueblo, Colorado 81003

Date: _____

Attest:

Candice Rivera, County Clerk and Recorder

**EXHIBIT “A”
TO
AGREEMENT FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION AND
ACCOUNTABILITY SERVICES**

The **Board of Pueblo County Commissioners** and the **Pueblo City Council** agree that funding recommendations shall be made in accordance with the following base criteria:

In general, funding recommendations should reasonably allocate available resources based on these criteria. The Commission may establish additional criteria to address significant, otherwise unmet Community Services needs, provided such criteria remain consistent with the standards outlined below. Within each category of Community Services, priority shall be given to proposals that reach or serve the greatest number of individuals in need.

1. **Funding Priorities:** Elderly assistance; childcare; assistance for the disabled; suicide prevention; youth services; homeless services; nutrition; health care; recreation; historic preservation; family planning; cultural programs; economic development; and environmental programs.’
2. **Eligible Applicants:**
 - a. Applicant must be based in Pueblo, or clearly demonstrate the funding is serving Pueblo citizens.
 - b. Applicant must be a tax-exempt organization.
 - c. Faith-based organizations shall be permitted to participate in the funding process provided that General Funds and other allocated County funds are not used to directly fund religious activities or functions.
3. **Priority Consideration of applications:**
 - a. Priority should be given to applicants that did not receive funding the prior year.
 - b. Priority should be given to first-time applicants.
 - c. Priority should be given to programmatic applications over applications seeking general operating funding.
 - d. Priority should be given to applicants providing low to moderate income childcare services.

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

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

TO BE COMPLETED BY PETITIONERS

Name of Annexation: Pueblo Annexation

Location and size in acres: Section 22, Township 20 South,
Range 65, West of the 6th P.M., County of Pueblo, Colorado,
24.311 acres.

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

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

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

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

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

**CITY OF PUEBLO
PETITION FOR ANNEXATION**

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

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

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 22, THENCE N 00°32'41"W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 690.08 FEET TO A POINT 690.00 FEET PERPENDICULAR DISTANCE NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N 88°35'21"E ALONG A LINE PARALLEL WITH AND 690.00 FEET PERPENDICULAR DISTANCE NORTH OF SAID SOUTH LINE, A DISTANCE OF 1,529.60 FEET; THENCE S 01°24'09" E, A DISTANCE OF 690.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER AND THE NORTHWEST CORNER OF PARCEL "R", PIKES PEAK PARK, FILING NO. 1 PUEBLO COUNTY RECORDER RECEPTION NUMBER 2340508; THENCE S 88°35'21" W ALONG SAID SOUTH LINE A DISTANCE OF 1539.93 FEET TO THE POINT OF BEGINNING.

As ground for this annexation, Petitioners state:

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

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

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

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

14. Petitioners consent and agree to the following conditions:

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

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

REPORT OF THE

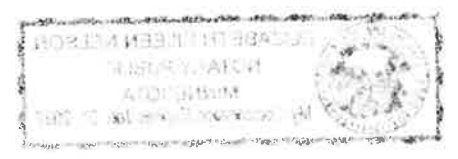
COMMISSIONERS

OF THE

LAND OFFICE

IN

RESPONSE TO



CONSENT OF LANDOWNER SUBMITTED PURSUANT TO
§31-12-105(1)(A), C.R.S., WITH RESPECT TO ANNEXATION OF PROPERTY
CASE NO. _____

THIS CONSENT OF LANDOWNER is executed by and on behalf of Pueblo Masterplan Communities LLC, a Colorado limited liability company ("Landowner") and submitted to the City of Pueblo ("City") on this 13 day of November, 2025. Landowner is the owner of the following described land located in the County of Pueblo, State of Colorado:

(the "Parcel").

Landowner has petitioned the City for annexation of a portion of the Parcel. The legal description of the portion of the Parcel petitioned for annexation is as follows:

("Proposed Annexation Area")

Landowner acknowledges that the Proposed Annexation Area shall result in a division of the Parcel into separate parts or parcels. Landowner further acknowledges that §31-12-105(1)(A), C.R.S., requires Landowner's written consent to such division of the Parcel for the annexation. In satisfaction of such requirement, Landowner hereby consents to such division of the Parcel for the annexation. Landowner stipulates, acknowledges and agrees that this consent may not be withdrawn before final action on the proposed annexation.

IN WITNESS WHEREOF, the Landowner has executed this Consent of Landowner as of the date first set forth above.

LANDOWNER
Pueblo Masterplan Communities LLC, a Colorado
Limited Liability Company

By: Denise Szewcynski
Name Denise Szewcynski
Title: Partner

STATE OF Nevada)

) ss.

COUNTY OF Clark)

The foregoing instrument was acknowledged before me this 11/13/2025 (date) by Denise Szewcynski (name of manager(s) or member(s)) as manager(s) or

member(s) of Pueblo Masterplan Communities LLC, a Colorado Limited Liability Company.

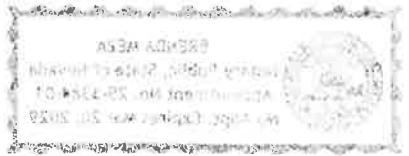
.My commission expires: MAR 20, 2029



(SEAL)

Notary Public (or official title)





PROPERTY DESCRIPTION EXHIBIT FOR CONSENT OF LANDOWNER

PARCEL:

522000055

PROPOSED ANNEXATION AREA:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 22, THENCE N 00°32'41"W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 690.08 FEET TO A POINT 690.00 FEET PERPENDICULAR DISTANCE NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N 88°35'21"E ALONG A LINE PARALLEL WITH AND 690.00 FEET PERPENDICULAR DISTANCE NORTH OF SAID SOUTH LINE, A DISTANCE OF 1,529.60 FEET; THENCE S 01°24'09" E, A DISTANCE OF 690.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER AND THE NORTHWEST CORNER OF PARCEL "R", PIKES PEAK PARK, FILING NO. 1 PUEBLO COUNTY RECORDER RECEPTION NUMBER 2340508; THENCE S 88°35'21" W ALONG SAID SOUTH LINE A DISTANCE OF 1539.93 FEET TO THE POINT OF BEGINNING.

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of Pueblo Masterplan Communities, LLC

a, Colorado Limited Liability Company, an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is a Colorado Limited Liability Company

(state type of entity and state, country, or other governmental authority under whose laws such entity is formed)

The mailing address for the Entity is 1 Judy's Dream Lane, Pueblo, Colorado 81005

The name or position of the person authorized to execute instruments conveying, encumbering, or other affecting title to real property on behalf of the Entity is: Denise Szewczynski, Member.

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows:

none.

(if no limitations, insert "None")

Other matters concerning the manner in which the Entity deals with any interest in real property are:

(if no other matters, leave this section blank)

EXECUTED this 24th day of January, 2026

Signature: Denise Szewczynski

Name (typed or printed: Denise Szewczynski

Title (if any): Member

STATE OF Nevada
COUNTY OF Clark

The foregoing instrument was acknowledged before me this 24th day of January, 2026 by Denise Szewczynski, Member, on behalf of Pueblo Masterplan Communities, a Colorado Limited Liability Company

Witness my hand and official seal.

My commission expires: March 20, 2029

[SEAL]



Signature of Notary Public

Notary Public

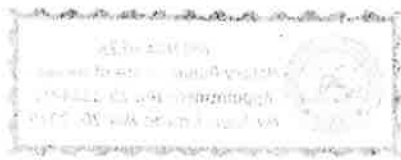
THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO
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THE UNIVERSITY OF CHICAGO
1892-1900



PUEBLO ANNEXATION

LOCATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO

15 16
21 22

NORTHWEST CORNER SECTION 22,
3.125 BRASS CAP,
STAMPED BLM CADASTRAL SURVEY 1964,
PER MONUMENT RECORDED DATED 2-22-02

UNPLATTED

N88°35'21"E 1529.60'

1,058,986 SQFT
24.311 ACRES

UNPLATTED

S01°24'09"E 690.00'

COLORADO STATE HIGHWAY NO. 45
PUEBLO BLVD
(PUBLIC R.O.W.)

N00°32'41"W 690.08'
WEST LINE OF NW QUARTER SECTION 22

POINT OF BEGINNING

WEST 1/4 CORNER SECTION 22,
FOUND 3.125" BRASS CAP,
STAMPED CADASTRAL SURVEY, BLM
PER MONUMENT RECORDED DATED 2-22-02

CENTER OF SECTION 22,
FOUND NO. 6 REBAR WITH 3.125" ALUMINUM
CAP, STAMPED LS 12833, 2006,
PER MONUMENT RECORDED DATED 6-05-06

S88°35'21"W 1539.93'

SOUTH LINE OF NW QUARTER SECTION 22 (BASIS OF BEARING)

1. AREA TO BE ANNEXED

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 22, THENCE N 00°32'41"W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 690.08 FEET TO A POINT 690.00 FEET PERPENDICULAR DISTANCE NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N 88°35'21"E ALONG A LINE PARALLEL WITH AND 690.00 FEET PERPENDICULAR DISTANCE NORTH OF SAID SOUTH LINE, A DISTANCE OF 1,529.60 FEET; THENCE S 01°24'09"E, A DISTANCE OF 690.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER AND THE NORTHWEST CORNER OF PARCEL "R", PIKES PEAK PARK, FILING NO. 1 PUEBLO COUNTY RECORDER RECEPTION NUMBER 2340508; THENCE S 88°35'21"W ALONG SAID SOUTH LINE A DISTANCE OF 1539.93 FEET TO THE POINT OF BEGINNING.

CONTAINS 24.311 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 22, THENCE N 00°32'41"W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 690.08 FEET TO A POINT 690.00 FEET PERPENDICULAR DISTANCE NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N 88°35'21"E ALONG A LINE PARALLEL WITH AND 690.00 FEET PERPENDICULAR DISTANCE NORTH OF SAID SOUTH LINE, A DISTANCE OF 1,529.60 FEET; THENCE S 01°24'09"E, A DISTANCE OF 690.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER AND THE NORTHWEST CORNER OF PARCEL "R", PIKES PEAK PARK, FILING NO. 1 PUEBLO COUNTY RECORDER RECEPTION NUMBER 2340508.

3. CERTIFICATION OF PERIMETER:

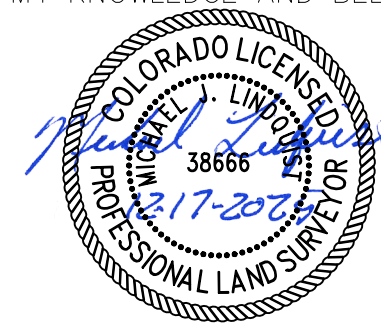
AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

BASIS OF BEARING:

THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 22 MONUMENTED IN THE EAST BY A 3.125" ALUMINUM CAP AND IN THE WEST BY A 3.125" BRASS CAP, BEARS S 88° 35' 21" W

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT WE HAVE PREPARED THE ANNEXED PLAT AND THAT IT COMPLIES WITH THE MINIMUM STANDARDS FOR LAND SURVEY PLATS AS SET FORTH IN SECTION 38-51-106 ET. SEQ., C.R.S. 1994 (AS AMENDED). WE HAVE PERFORMED THE ACCOMPANYING SURVEY AND IT WAS CONDUCTED BY ME OR UNDER MY RESPONSIBLE CHARGE. ALL LINES AND DIMENSIONS ARE CORRECTLY SHOWN HEREON TO THE BEST OF MY KNOWLEDGE AND BELIEF.

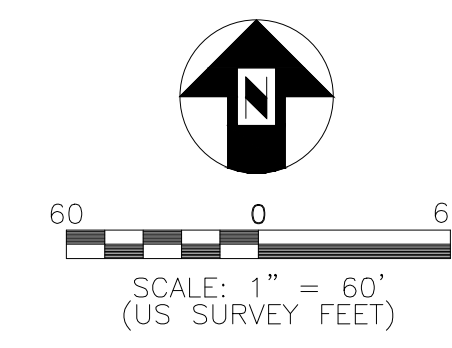


MICHAEL J. LINDQUIST, P.L.S. 38666
990 S. BROADWAY, SUITE 220
DENVER, CO 80209

UNPLATTED

PARCEL R
PIKES PEAK PARK
FILING NO. 1

EXISTING CITY LIMITS
PROPOSED CITY LIMITS



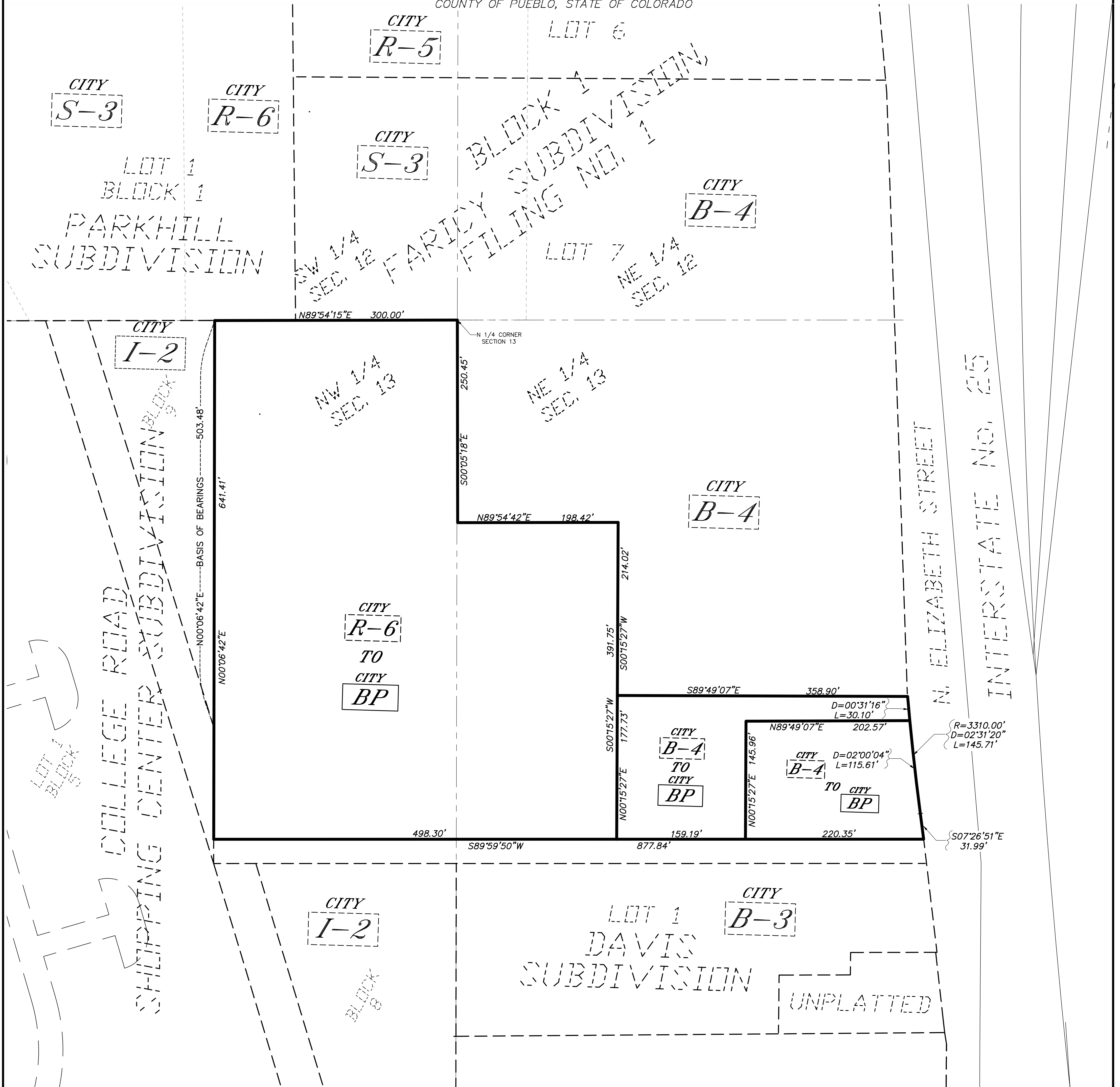
ALL SEALS FOR THIS DOCUMENT ARE APPLIED TO THE COVER PAGE					SHT. NO: 1 OF 1
					SCALE: 1"=60'
OWN BY: CDW	DATE: 12-15-2025	JOB NO: 25-001-153			WILSON & COMPANY 990 South Broadway Suite 220 Denver, CO 80209 Phone: 303-297-2976 Fax: 303-297-2993
CHK. BY:					
PROJ. MGR: MUL	DATE: 12-15-2025				
CLIENT APP:					
NO.	REVISION-DESCRIPTION	BY	DATE	CHKD	APPD

22 22
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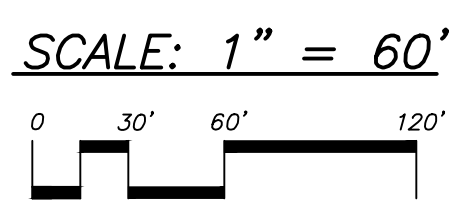
W:\Projects\2025\25-001-153_Pueblo\25-001-153_Pueblo.dwg Plot Date: 12/15/2025 10:28:00 AM

EXHIBIT "B" ZONING EXHIBIT

PARCELS OF LAND LOCATED IN THE NE 1/4, NW 1/4, AND THE NW 1/4, NE 1/4 OF SECTION 13,
TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.



LEGEND

- PROPOSED ZONING BOUNDARY
- CITY R-6 EXISTING ZONING
- CITY B-4 EXISTING ZONING
- CITY BP PROPOSED ZONING

BASIS OF BEARINGS

EAST LINE OF BLOCK 9, COLLEGE ROAD SHOPPING CENTER SUBDIVISION
TO BEAR N. 00°06'42" E.



Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Planning & Zoning Commission

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, January 14, 2026, 3:30 p.m.

City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent: James Salazar

Staff Members Present: Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Mikaylin Hackley, Planner; and Hannah Prinzi, Planner.

Staff Members Absent: None

Approval of the Agenda: Bailey moved to amend the agenda, continuing items Z-25-20 and S-25-06, 2026, meeting to the February 11, 2026, meeting and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 6-0.

Public Meeting: NA

Public Hearing:

Z-25-22 Rezone: A rezoning of 7.71 acres generally located at 4289 & 4261 N Elizabeth St from Central Business (B-4) and Multiple Residential and Commercial (R-6) Zone Districts to Business Park (BP) District. Staff Report by Mikaylin Hackley, Planner.

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

Commission Action: Bailey moved to recommend the rezone application with one staff condition and forward to City Council, seconded by Spinuzzi.

Motion Passed: 6-0.

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

Commission Action: Bailey moved to recommend the rezone application with one staff condition and forward to City Council, seconded by Spinuzzi.

Motion Passed: 6-0.

Approval of Minutes:


Bailey moved to approve the minutes from the December 10, 2026, meeting, seconded by Avalos.

Motion Passed: 6-0

Old/New Business: NA

Adjourn at 3:54 PM

Respectfully submitted,



Mike Castellucci
Chairperson



Beritt Odom
Executive Secretary

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-22

January 14, 2026

TO: City of Pueblo Planning and Zoning Commission
FROM: Mikaylin Hackley, Planner
THROUGH: Beritt Odom, Director of Planning and Community Development
SUBJECT: Rezoning from B-4 & R-6 Zone Districts to B-P Zone District
APPLICANT: Michael Cuppy; NorthStar Engineering & Surveying Inc.
PROPERTY OWNER: JIMSOCORENTALS LLC
LOCATION: 4261 & 4289 N Elizabeth St.
CONCURRENT REQUESTS: None

REQUEST: Rezoning of three parcels located at and around 4261 & 4289 N Elizabeth St. from Central Business (B-4) and Multiple Residential and Commercial (R-6) Zone Districts to Business Park (BP) Zone District.

BACKGROUND:

The subject property consists of three unsubdivided parcels, two of which front N Elizabeth St., and a third which currently has no legal frontage to a right-of-way. The applicant wishes to rezone all three parcels in order to obtain a business license for Colorado Front Range Roofing as a contractor's shop for the smaller two parcels and a contractor's yard in the largest parcel, which are not permissible uses in the current zone districts.

The 5000 sq. ft. structure on one of the subject parcels housed DJ's Steakhouse until the property was sold in late 2021 to the current owner. At that time, the structure was repurposed as an office space for Colorado Front Range Roofing. A business license was requested for the roofing company in April of 2025, at which time the owner was informed that a rezoning would be necessary in order to permit the business. Should this rezoning be approved, the existing structure could be permitted as a contractor's shop/office, but the outdoor storage of vehicles, materials, and storage containers would constitute a contractor's yard, which requires a Special Use Permit in the Business Park zone district. Without legal frontage, the larger parcel to the rear of the existing building cannot be rezoned, as all zone districts have a required lot width, which is defined as the portion of the lot adjacent to a street right of way. Thus, staff has conditioned that the applicant must combine the three subject parcels into one prior to presentation of this rezoning to City Council. Should the owner ever request to build a new structure on any of the parcels, the entire site will need to be subdivided and recorded as a Special Area Plan before any construction could be permitted.

STAFF ANALYSIS:

The Future Land Use designation of all three subject parcels is Commercial Mixed-Use. While contractor's shops or contractor's yards are typically reserved as industrial uses rather than Commercial-Mixed Use, the

character of this N Elizabeth St corridor lends itself to higher-intensity uses than other commercial districts. There is a Kensworth truck-rental shop, hot tub sales warehouse, and self-storage facility all within the block of the subject parcels. Additionally, since the contractor’s yard use with the outdoor storage will require a Special Use Permit, staff can impose mitigating conditions on the use by requiring that the outdoor storage be screened with a decorative, opaque fence, and that the storage use be restricted to the largest parcel, which is set back over 300 feet from the N Elizabeth right-of-way and would be unlikely to constitute a nuisance to the commercial street.

SITE CHARACTER AND COMPATIBILITY

Site Character: The parcel closest to the right-of-way is developed with an approx. 5000 sq. ft. structure built in 1974. The second parcel with frontage along N Elizabeth St. is developed as a paved parking lot to serve the commercial building, and the largest parcel to the rear of the building is undeveloped.

Neighborhood Compatibility:

North: Central Business (B-4) & Floodplain (S-3) Districts,
Developed with auto rental/service shop and drainage ponds

East: I-25 and interstate right-of-way

South: Industrial (I-2) & Highway and Arterial Business (B-3) Districts,
Developed with self-storage facility and dog training business

West: Mobile Home Residential (R-7) District,
Developed with Pueblo Grande mobile home park

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Commercial Mixed-Use. The Commercial Mixed-Use classification calls for primary land uses of large-format retail, personal services, offices, and entertainment, and secondary land uses of multi-family residential and other supporting services.

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(a)(23) OF THE PMC:

Business Park (BP) Zone District Standards:

Purpose. The standards of this district (BP) are designed to provide for a limited number of retail, office, warehouse, light industrial and manufacturing uses within a business park. Since some BP property may be located near residential zone districts, it is necessary that high development and performance standards be established and that all manufacturing, processing, or assembling of materials and products be conducted in a manner not injurious or offensive to the residents of surrounding properties.

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 subject to the following condition:

1. The three subject parcels must be combined into one with the County Assessor so that all property has legal frontage along N. Elizabeth St. prior to final City Council approval.

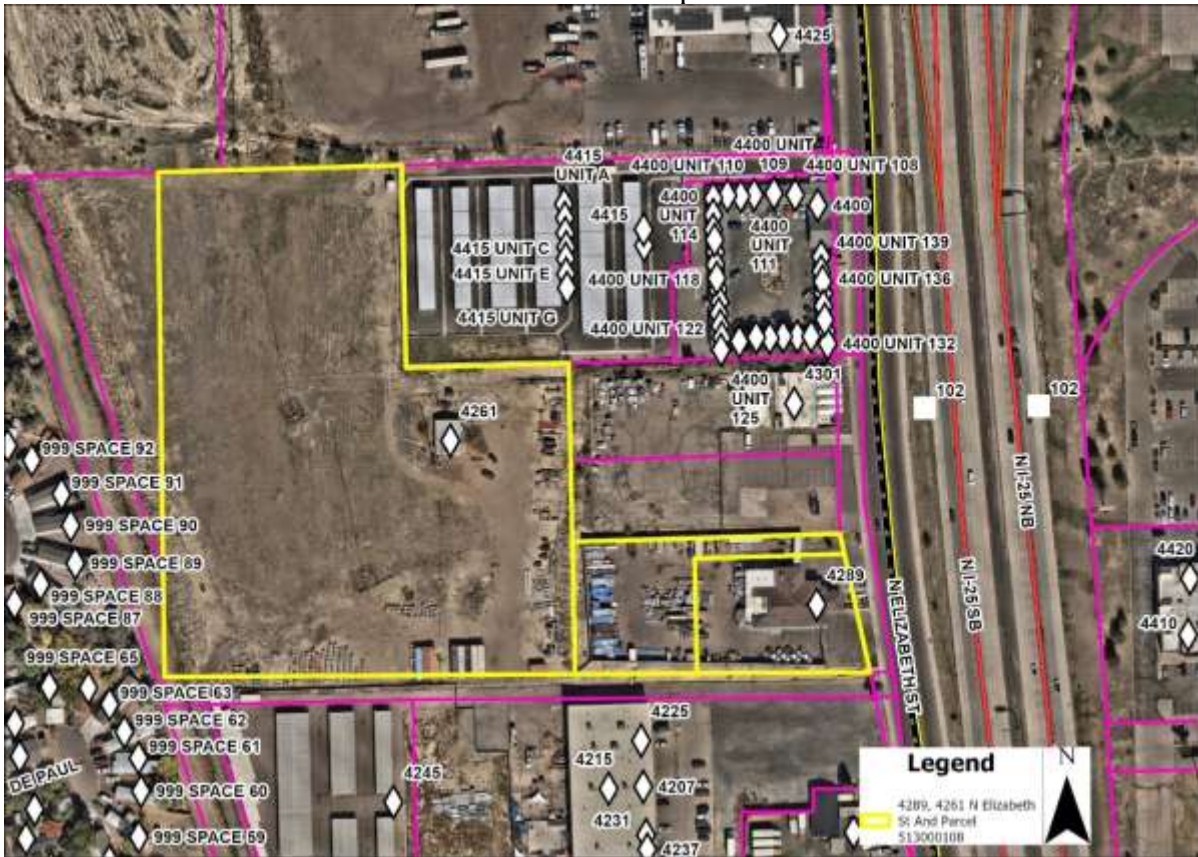
REFERRAL AGENCIES AND COMMENTS:

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

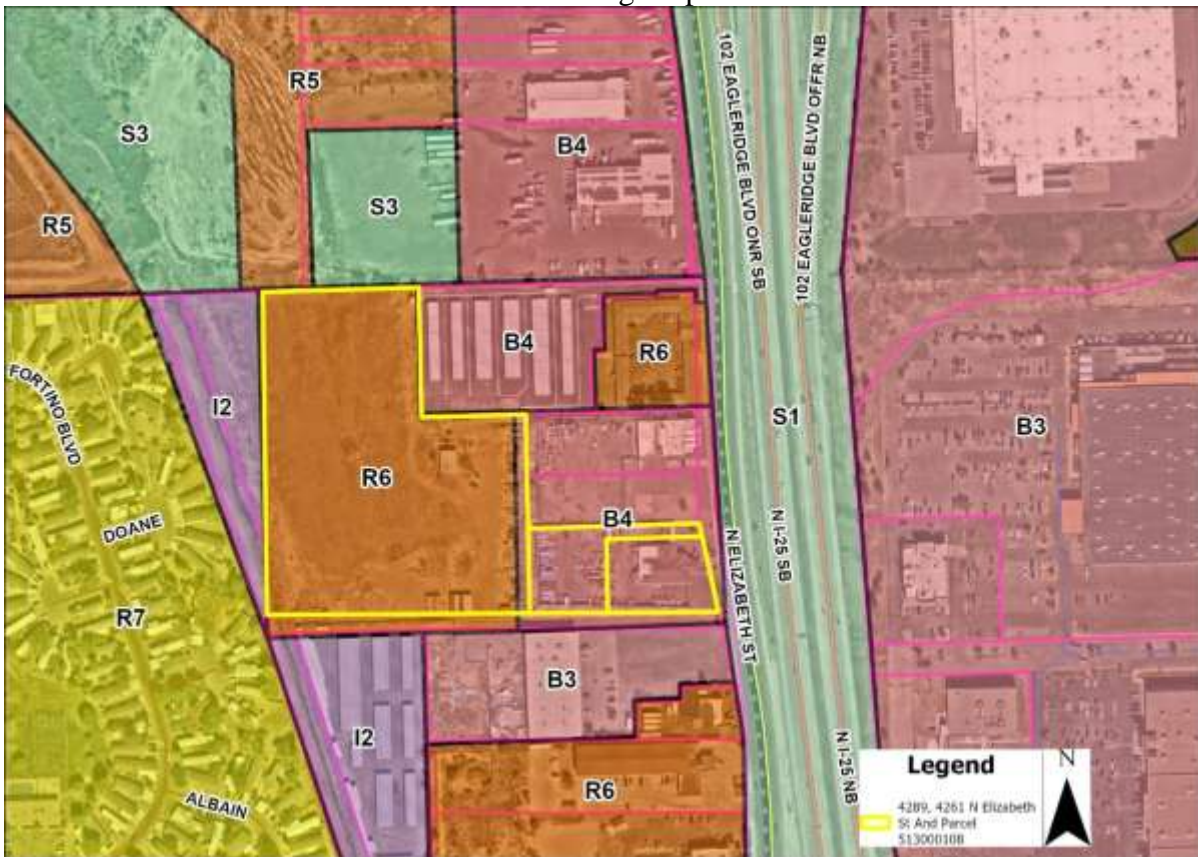
ATTACHMENTS:

- A. Aerial Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Public Notice Photo
- E. Site Photos
- F. Supporting Documents

A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo



E. Site Photos



Google Imagery from N Elizabeth ROW; Sept. 2025

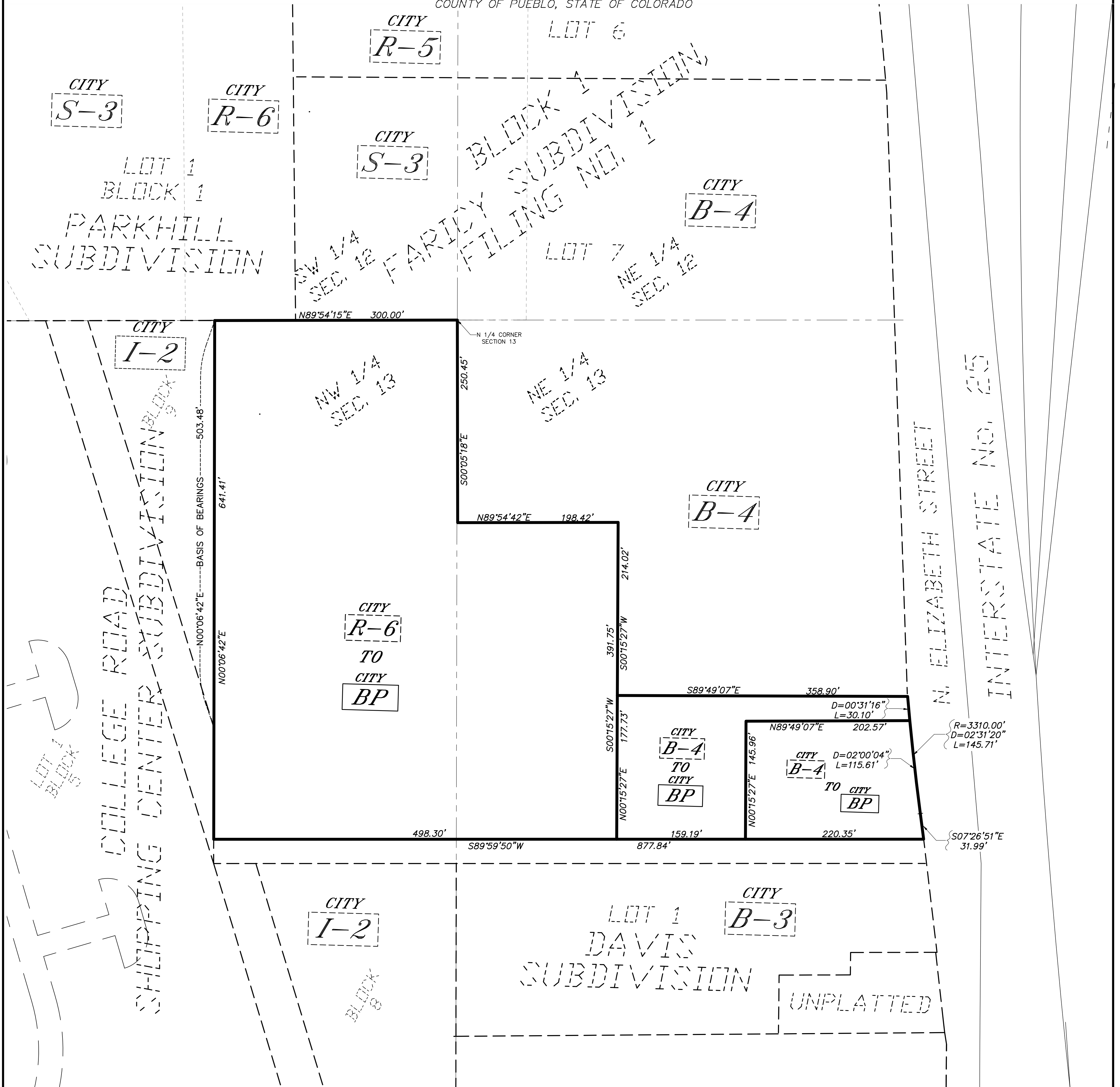


Google Imagery from N Elizabeth ROW; Sept. 2025

F. Rezoning Exhibit & Supporting Documents

EXHIBIT "B" ZONING EXHIBIT

PARCELS OF LAND LOCATED IN THE NE 1/4, NW 1/4, AND THE NW 1/4, NE 1/4 OF SECTION 13,
TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



- LEGEND**
- PROPOSED ZONING BOUNDARY
 - CITY R-6 EXISTING ZONING
 - CITY B-4 EXISTING ZONING
 - CITY BP PROPOSED ZONING

BASIS OF BEARINGS
EAST LINE OF BLOCK 9, COLLEGE ROAD SHOPPING CENTER SUBDIVISION
TO BEAR N. 00°06'42" E.

SCALE: 1" = 60'



PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.



Planning & Zoning Map Amendment Application (Rezoning)

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

Property Owner	
Name: JIMSOCORENTALS LLC	
Company: JIMSOCORENTALS LLC	
Address: 4289 N. Elizabeth Street, Pueblo, CO	Zip: 81008
Phone: () 719-542-2330	Email: Magahouse1817@gmail.com
Applicant	
Name: Same as Owner	
Company:	
Address:	Zip:
Phone: ()	Email:
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Michael L. Cuppy	
Company: NorthStar Engineering & Surveying, Inc.	
Address: 111 E. 5th Street, Pueblo, CO	Zip: 81003
Phone: () 719-544-6823	Email: mcuppy@northstar-co.com
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: 4289 N Elizabeth St., Pueblo, CO 81008-2001. Pashco Roofing Inc (address or general description)	
Parcel# 0513000004, 0513000108, 0513000083	
Legal Description: See attachment	
Subdivision: 7037 - COM-Elizabeth W of I-25	Acreage: 7.708 acres
Existing Zone District: B-4 and R-6	Proposed Zone District: BP

Purpose of this Application:

- To permit development of the property not allowed under the existing zone district.
- To provide proper zone district in conjunction with the subdivision plan for the area.
- In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- Other (specify): _____

(Continued from previous page)

Statement of Facts:

Justifying the zone change request. Be specific; use additional sheets if necessary.

Rezoning to BP (Business Park) to meet current zoning requirements for the 3 parcels.

Description of area surrounding proposed development:

College Road Shopping Center Subdivision is located to the West, Faricy Subdivision Filing No.1 is located to the North, and N. Elizabeth St. & I-25 is located to the East of the proposed rezone parcels.

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.

No improvements are anticipated for the project, only rezoning from R-6 and B-4 to BP to meet current zoning requirements.

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

Estimated date for beginning project: N/A

Estimated date for completion of project: N/A

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

JIMSOCORENTALS LLC (Pashco Roofing Inc.) is required to rezone the 3 parcels from R-6 and B-4 to BP to meet the City of Pueblo Zoning requirements for a Contractors Shop.

CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (if applicable)

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.

Application received by:

Date:

Application checked for completeness by:

Date:

Case Manager:

Fee Paid:

Hearing date:

Approved Denied Approved w/conditions



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

- 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:	James J. Sprague	
Signature:		Date: 10/13/2025
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

December 29, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from JIMSOCORENTALS LLC for the approval of the following application:

Z-25-22 Rezone: Rezoning of 7.71 acres generally located at 4289 & 4261 N Elizabeth St from Central Business (B-4) and Multiple Residential and Commercial (R-6) Zone Districts to Business Park (BP) District.

The Planning and Zoning Commission meeting will be held on **January 14, 2026, 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).

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Beritt Odom, Planning & Community Development Director
By Mikaylin Hackley, Planner
(719) 553-2259

December 29, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from JIMSOCORENTALS LLC for the approval of the following application:

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Beritt Odom, Planning & Community Development Director
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER Z-25-22

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 4289, 4261 N ELIZABETH ST AND PARCEL 513000108 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.

12-29-25 Mailed By Carol

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 4289, 4261 N ELIZABETH ST AND PARCEL 513000108, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

12-29-25 Photo uploaded in case file 1-5-26 by Planner

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity Owr	OwnerZip
H-M PARTNERS	11120 TOMAHAWK CREEK PKW	LEAWOOD KS	66211-2695
4301 NORTH ELIZABETH LLC	1394 S 21ST ST	COLORADC CO	80904
NORTHSIDE SELF STORAGE LLC	360 E GLADSTONE ST	AZUSA CA	91702-4943
DEPT OF HIGHWAYS STATE OF COLORADO	4201 E ARKANSAS AVE	DENVER CO	80222-3406
EVERGREEN LLC	4201 N ELIZABETH ST	PUEBLO CO	81008-2001
MATCH POINT PROPERTIES LLC	4205 N ELIZABETH ST	PUEBLO CO	81008-2001
JIMSOCORENTALS LLC	4289 N ELIZABETH ST	PUEBLO CO	81008-2001
FORTE ASSETS LLC	4950 S YOSEMITE ST F2 160	GREENWOI CO	80111-1350
EAGLERIDGE REH LLC	530 B ST STE 2050	SAN DIEGO CA	92101-4496
COP SHOP LLC	70 W SUNNYSLOPE DR	PUEBLO W CO	81007-7522
SJU TO EN LLC	941 MAIN ST	LONGMON CO	80501-4535
M H C PUEBLO GRANDE LLC	PO BOX 2629	ADDISON TX	75001-2629
PARK HILL BAPTIST CHURCH	PO BOX 8147	PUEBLO CO	81008-8147

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Planning & Zoning Commission

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, February 11, 2026, 3:30 p.m.

City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent: N/A

Staff Members Present: Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Mikaylin Hackley, Planner; and Hannah Prinzi, Planner.

Staff Members Absent: N/A

Approval of the Agenda: Bailey moved to amend the agenda, rescheduling item Z-25-26 to the March 11, 2026, meeting and approve the agenda as amended, seconded by Salazar.

Motion Passed: 7-0.

Public Meeting: N/A

Public Hearing:

V-25-06 Vacation: A vacation of an approx. 13.57-acre drainage easement located at 4000 N 27TH Ln in the Black Hills Subdivision Fil. 1, a Special Area Plan. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant Bobby Dishell was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey motioned, seconded by Salazar, to recommend the vacation application be forward to City Council.

Motion Passed: 7-0



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Director Planning and Community Development

CC: Jonell Gist, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-25-06 4000 N. 27th Lane Vacation

DATE: February 26, 2026

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

V-25-06

February 11, 2026

TO: City of Pueblo Planning and Zoning Commission
FROM: Mikaylin Hackley, Planner
THROUGH: Beritt Odom, Director of Planning and Community Development
SUBJECT: Vacation of a drainage easement at approx. 4000 N 27th Ln.
APPLICANT: Brysen Daughton, Cloudbreak Energy
PROPERTY OWNER: Black Hills Electric
LOCATION: 4000 N 27th Ln.
CONCURRENT REQUESTS: RPB-26-01, Rearrangement of Property Boundaries

REQUEST:

A vacation of an approx. 13.57-acre drainage easement located at 4000 N 27TH Ln in the Black Hills Subdivision Fil. 1, a Special Area Plan.

BACKGROUND AND STAFF FINDINGS:

The applicant is requesting to vacate an approx. 13.57-acre drainage easement located at 4000 N 27TH Ln in the Black Hills Subdivision Fil. 1, a Special Area Plan. The drainage easement runs along an existing drainage arroyo and was originally platted with a prudent line demarcating the boundaries of the easement area. In accordance with current Stormwater easement requirements, the property owner is requesting this vacation to shrink the easement boundary to a narrower width that more accurately reflects the dimensions of the arroyo. The new, smaller easement will be recorded by separate instrument contingent on the approval of this vacation.

The property owners have also submitted a Rearrangement of Property Boundaries request, to be reviewed administratively, to reconfigure the three lots in the Black Hills Fil. 1 Special Area Plan. The reconfiguration of the lots and the additional buildable area that would be created by this vacation is intended to facilitate a large-scale battery storage development project.

The scale of the easement vacation necessitated stormwater drainage and hydrology reports accounting for the new proposed boundaries of the easement, and they must be fully approved by the Director of Stormwater prior to presentation of the proposed vacation to City Council.

APPLICABLE REGULATIONS:

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

RECOMMENDED MOTION:

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Vacation be APPROVED with the following noted:

1. All drainage reports must receive final approval from the Director of Stormwater prior to City Council presentation.

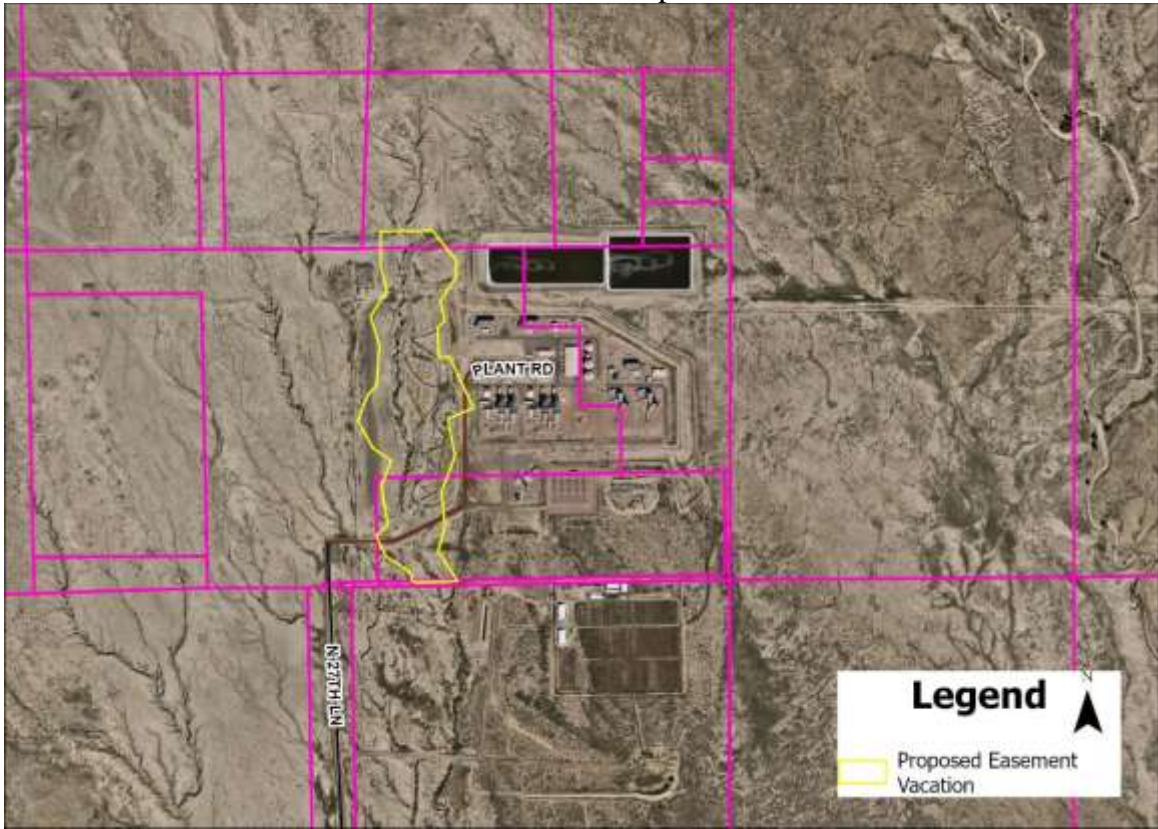
REFERRAL AGENCIES AND COMMENTS:

- | | |
|--|--|
| • Black Hills Energy | No comment |
| • CDOT | No comment |
| • City Fire Department | No comment |
| • City Law Department | No comment |
| • City Parks and Recreation Department | No comment |
| • City Public Works | No comment |
| • City Stormwater | Approval contingent on staff condition |
| • City Transportation | No comment |
| • City Wastewater | No comment |
| • Pueblo Regional Building Department | No comment |
| • Xcel Energy | No comment |

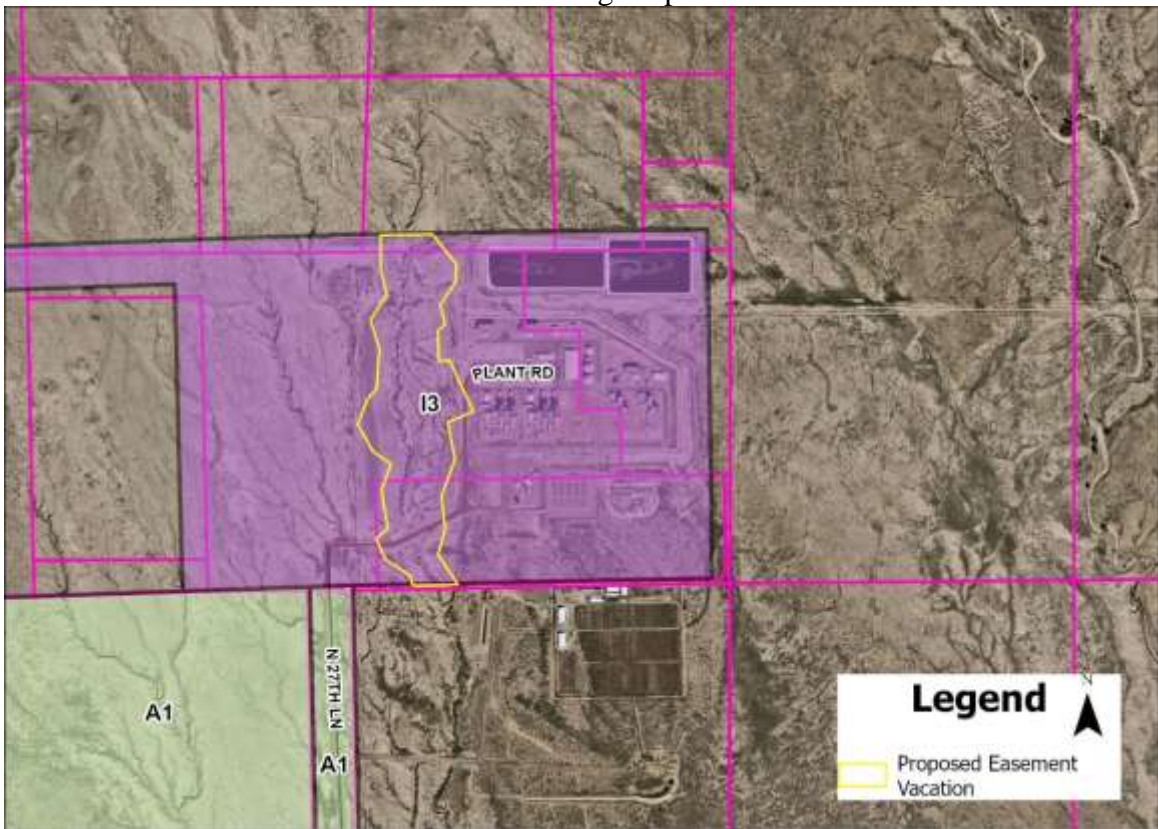
ATTACHMENTS:

- A. Aerial Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Public Notice Photo
- E. Vacation Plat
- F. Supporting Documents

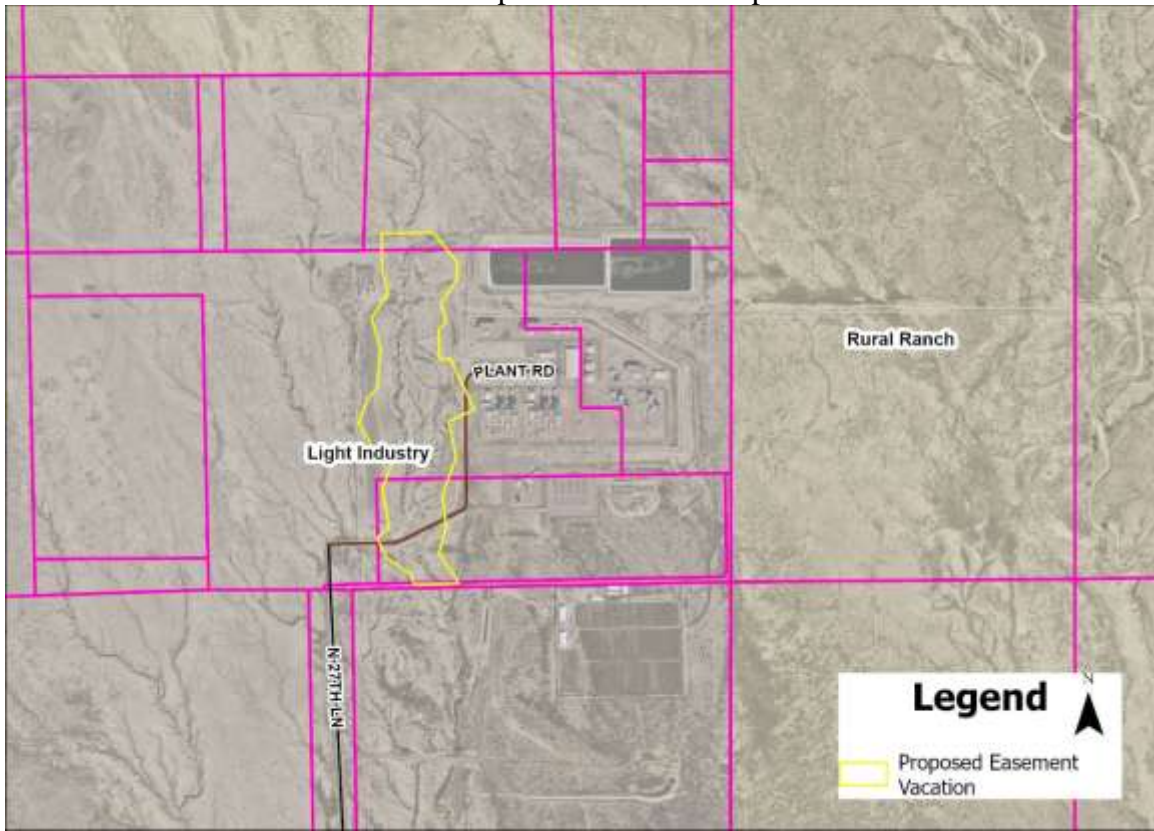
A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo



E. Vacation Plat & Supporting Documents

Andrew Hayes
Director Public Works



Beritt Odom
Director Planning &
Community Development

Steven Meier
Director Parks & Recreation

Executive Secretary of
Planning & Zoning
Commission

Subdivision Review Committee

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: February 4, 2026

Subject: V-25-06 4000 N 27th Ln. Drainage Easement Vacation

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the Vacation be APPROVED with the following noted:

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	Not applicable
Plat Deficiencies:	Not applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. All drainage reports must receive final approval from the Director of Stormwater prior to presentation at City Council.

January 26, 2026

The City of Pueblo Planning and Zoning Commission will hold a public hearing on a request from Black Hills Energy for the approval of the following application:

V-25-06 Vacation: A vacation of an approx. 13.57-acre drainage easement located at 4000 N 27TH Ln in the Black Hills Subdivision Fil. 1, a Special Area Plan.

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

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By Mikaylin Hackley, Planner
(719) 553-2259

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

CASE NUMBER V-25-06

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: 4000 N 27th Lane to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

January 20, 2026
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the 4000 N 27th Lane, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

January 20, 2026
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
BLACK HILLS COLORADO ELECTRIC UTILITY (1515 WYNKOOP ST STE 500	DENVER	CO	80202-2062
ROMERO MICHAEL	1923 SOUTH RD	PUEBLO	CO	81006-1642
BLACK HILLS COLORADO ELECTRIC UTILITY (625 9TH ST STE 200	RAPID CITY	SD	57701-2674
BLACK HILLS ELECTRIC	PO BOX 1400	RAPID CITY	SD	57709-1400

ORDINANCE NO. 9614

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PROGRAMMATIC AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE COLORADO STATE HISTORIC PRESERVATION OFFICE REGARDING THE ADMINISTRATION OF U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAMS

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

SECTION 1.

A Programmatic Agreement between the City of Pueblo, a Municipal Corporation, and the State Historic Preservation Office, relating to the City of Pueblo's federal environmental review responsibilities in accordance with Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)], where the Entitlement Community assumes federal agency responsibility for compliance with Section 106 of the National Historic Preservation Act of 1966, as amended [54 U.S.C. 300101 et seq.], a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor of the City of Pueblo is hereby authorized and directed to execute said Programmatic Agreement in the name of the City and the City Clerk is hereby authorized and directed to affix the official seal of the City of Pueblo and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 25, 2019 .

Final adoption of Ordinance by City Council on December 9, 2019 .



President of City Council

Action by the Mayor:

Approved on December 10, 2019 .

Disapproved on _____ based on the following objections:

Nilda Leal
Mayor

Action by City Council After Disapproval by the Mayor:

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

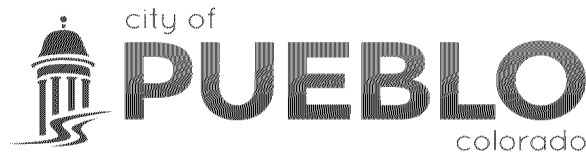
Ordinance re-adopted on a vote of _____, on _____

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

President of City Council

ATTEST

Brenda Armijo
City Clerk



**Background Paper for Proposed
ORDINANCE**

COUNCIL MEETING DATE: November 25, 2019

TO: President Dennis E. Flores and Members of City Council
CC: Nicholas A. Gradisar, Mayor
VIA: Brenda Armijo, City Clerk
FROM: Bryan Gallagher, Director of Housing and Citizen Services
SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PROGRAMMATIC AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE COLORADO STATE HISTORIC PRESERVATION OFFICE REGARDING THE ADMINISTRATION OF U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAMS

SUMMARY:

The Ordinance authorizes the City of Pueblo to enter into a Programmatic Agreement with the State Historic Preservation Office (SHPO). The intent of this agreement is to streamline the environmental review consultation process with the SHPO on U.S. Department of Housing and Urban Development (HUD) funded projects. The agreement identifies specific actions the City may undertake that would not have an adverse effect on historic properties and therefore not require consultation between the two entities.

PREVIOUS COUNCIL ACTION:

The City Council on October 15, 2013 approved Ordinance No. 8641, which authorized a 5-year programmatic agreement between the City of Pueblo and the Colorado State Historic Preservation Office.

BACKGROUND:

Under the Community Development Block Grant (CDBG), the HOME Investment Partnership Act (HOME), and other HUD Programs, the grantee is required to complete an environmental review for each activity to be undertaken with these funds. This process can be lengthy and time consuming for both agencies. In 2013, the City entered into a 5-year programmatic agreement with the SHPO for the various housing programs that the City and its subrecipients operate.

The Agreement allows the City to undertake certain predetermined actions on a property without the need to consult directly with the SHPO on each individual property or action. This will expedite the provision of services by a minimum of 30-days, allowing the City and its subrecipients to undertake a project in a more timely manner.

FINANCIAL IMPLICATIONS:

There is no financial impact to this Agreement, as there are no costs associated with entering into said Agreement. At present, both agencies are required to comply with the federal requirements, and this would serve to expedite the regulatory requirements.

BOARD/COMMISSION RECOMMENDATION:

Not applicable for this Ordinance.

STAKEHOLDER PROCESS:

Not applicable for this Ordinance.

ALTERNATIVES:

If the Ordinance is not approved, the City will continue to work with the SHPO and consult individually on a project by project basis.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

Attachment 1: Programmatic Agreement between the City of Pueblo and State Historic Preservation Office

**PROGRAMMATIC AGREEMENT
BY AND AMONG THE CITY OF PUEBLO, COLORADO
AND
THE COLORADO STATE HISTORIC PRESERVATION OFFICE
REGARDING THE ADMINISTRATION OF
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAMS**

This Programmatic Agreement (hereinafter referred to as "Agreement") is made this 9th day of December, 2019, by and between the City of Pueblo (hereinafter referred to as "the Entitlement Community") and the Colorado State Historic Preservation Officer (hereinafter referred to as "SHPO").

WHEREAS, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") provides formula grant funding to cities and counties in Colorado and to the State of Colorado; and

WHEREAS, due to their acceptance of federal environmental review responsibility, in accordance with Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)], the Entitlement Community has assumed federal agency responsibility for compliance with Section 106 of the National Historic Preservation Act of 1966, as amended [16 U.S.C. 470 et seq.] (Section 106); and

WHEREAS, the Entitlement Community now, or in the future, administers HUD grant programs which include, but are not limited to the following programs (HUD programs):

- Community Development Block Grant Program
- Community Development Block Grant Recovery Act (CDBG-R) under the American Recovery and Reinvestment Act (ARRA)
- Neighborhood Stabilization Programs
- HOME Investment Partnerships Program
- Emergency Shelter Grant Program
- Housing Opportunities for People with AIDS Program
- Lead-Based Paint Hazard Control Grant Program
- Lead hazard Reduction Demonstration Grant Program
- Section 8 Project Based Assistance Program including Single Room Occupancy
- Shelter Plus Care Program
- Special Projects Appropriated Under an Appropriations Act for HUD
- Supportive Housing Program

WHEREAS, the Entitlement Community has determined that implementation of the HUD Programs may include activities, such as rehabilitation (multiple undertakings), demolition and new construction, which may have an effect on properties included in or eligible for inclusion in the National Register of Historic Places (Historic Properties); and

WHEREAS, the Entitlement Community has determined that certain activities funded by the HUD Programs have limited potential to affect Historic Properties and has consulted with the Colorado State Historic Preservation Office (SHPO) pursuant to 36 C.F.R. 800.14 of the regulation implementing Section 106; and

WHEREAS, the Entitlement Community acknowledges the importance of compliance with 36 C.F.R. Part 800, et al regarding mandatory consulting and has implemented policies and procedures regarding such consultation with the SHPO; and

WHEREAS, pursuant to 36 C.F.R. 800.14(b) the Entitlement Community will notify the Advisory Council on Historic Preservation (ACHP) of its intention to prepare a programmatic agreement and submit this Agreement for review and consultation; and

WHEREAS, pursuant to 36 C.F.R 800.14(b) the Entitlement Community will notify the Indian Tribes of its intention to prepare a programmatic agreement and submit this Agreement for review and consultation. The Entitlement Community shall consult with Indian Tribes that attach traditional religious and cultural significance to historic properties that may be affected by the Entitlement Community undertakings. The Entitlement Community recognizes the unique legal and political relationship the United States Government has with federally-recognized Indian Tribes, including government-to-government relationships, and consultation responsibilities as set forth in 36 C.F.R., Part 800, et al.

NOW THEREFORE, the Entitlement Community, and the SHPO agree that HUD Programs shall be administered in accordance with the following stipulation to satisfy the Section 106 responsibilities of the Entitlement Communities and HUD.

Stipulations

I. EXEMPTED AND NON-EXEMPTED ACTIVITES

A. Activities Not Requiring Review

The following proposed undertakings have limited potential to affect historic properties and may be approved by the Entitlement Communities and/or HUD without further consultation with the SHPO, Indian Tribes, or Advisory Council on Historic Preservation. For purposes of this agreement, the term "in-kind materials" is defined as installation of a new element that duplicates the material, dimensions, configuration and detailing of the original element. This duplication may take into account technical advances in materials and design while maintaining or exceeding the durability, appearance and function of the original element, while also meeting required energy conservation standards and/or in accordance with mandated health and safety requirements (i.e. hazardous material mitigation or building code egress requirements).

1) General:

- a. Projects on buildings less than fifty years old;
- b. Projects on buildings fifty or more years old but have been determined by SHPO as **not** eligible for National Register of Historic Places;
- c. Refinancing; or
- d. Leasing without rehabilitation or construction.

2) Site Work:

- a. Installation, repairs or replacement of retaining walls, driveways, curbs & gutters, and parking areas, excluding the repair of existing rock retaining walls;
- b. Installation or in-kind repair or replacement of brick or stone sidewalks or alleys;
- c. Installation or in-kind repair or replacement of site improvements including, but not limited to fences, landscaping, and steps which are not attached to any building;

- d. Installation, repair or replacement of utilities including but not limited to gas lines, sanitary and storm water lines, electrical, cable or other underground utilities within a previously developed land and public right-of-way(s);
- e. Installation, repair or replacement of park and play ground equipment, excluding buildings; or
- f. The installation, repair or replacement of public sidewalks, and ADA curb ramps, providing no significant features are removed or destroyed.

In the event that historic or prehistoric archaeological resources are discovered during ground-disturbing activities, work shall be immediately stopped and notification provided to SHPO.

3) Exterior Rehabilitation

- a. Installation of storm windows and doors, providing they conform to the shape and dimensions of existing windows;
- b. Removal of exterior paint by non-destructive methods, providing that such removal is consistent with Lead Based Paint regulations;
- c. Application of exterior paint, other bonded finishes and caulking, with the exception of previously unpainted masonry;
- d. Lead Based Paint mitigation that does not involve removal or alteration of special features;
- e. Repair, partial in-kind replacement or addition of matching in-kind elements for the purpose of safety/code requirements of existing porch elements such as columns, decking/flooring, floor joists, ceilings, railings, balusters, balustrades, lattice and steps;
- f. Maintenance, repair, and in-kind replacement to code requirements of roofing shingles, roof cladding and sheathing, gutters, downspouts, soffits, and fascia, providing no change to the roof pitch or configuration occurs;
- g. Weatherization of historic components such as door and windows, by means of caulking, insulation, weather stripping, and installation of clear glass in existing sashes-including retrofitting for energy efficient, sealed, double low-e glazing;
- h. Placement and installation of exterior HVAC mechanical units, vents, including associated electrical and plumbing modifications, providing they are not located on the front elevation;
- i. Installation, repair, or replacement of basement bulk head doors;
- j. Installation of additional decorative or security lights providing such installation does not damage historic materials;
- k. Securing or mothballing a property by means of boarding over window and door openings, making temporary roof repairs, and/or ventilating the structure;
- l. The installation, repair, or replacement of exterior outlets, and sill cocks providing any required patching is completed with in-kind materials; or
- m. The installation of accessibility ramps, providing they are installed on the rear portion of the house, or when installed on front elevation that they meet the requirements set forth in 36 CFR 68.3 (standards).

4) Interior Rehabilitation

- a. Installation, replacement, upgrade, or repair of plumbing, including non historic bath & kitchen fixtures, cabinetry and appliances, HVAC units & systems, electrical and fire protection systems providing no structural alterations are involved;

- b. Installment of bathroom fans providing no historic elements will be removed, altered, or damaged;
- c. Installment of insulation in ceiling and attic spaces, basements and crawlspaces;
- d. Architectural Barrier Improvements for bathroom including doorways, providing the work is contained with the existing area;
- e. Structural repairs to sustain the existing structure that do not alter the foot print of the structure;
- f. Hazardous materials abatement, remediation or mitigation that does not involve removal or alteration of historic features;
- g. Repair or partial in-kind replacement or finishing of interior surface features such as floors, walls, ceilings, plaster and wood work;
- h. Installation or replacement of floor coverings such as carpet, vinyl sheet flooring, tile, and hardwood floors, providing that when covering historical features such as hardwood floors, a layer of protection such as an underlayment is provided to protect them from damage;
- i. Installation or repair of concrete basement or crawlspace floors, that do not alter the foot print of the structure;
- j. Installation of storm windows, when feasible and exterior conditions or features shall not allow such installation; or
- k. The installation, repair, or replacement of tubs and showers including skirting or surrounds.

B. Non-Exempted Activities Requiring Review

All activities not identified in "STIPULATIONS", Section I(A) of this Agreement must be reviewed in accordance with 36 CFR Part 800.

C. Resolution of Adverse Effects

Unless an undertaking is exempted as set forth in Section I(A) of this Agreement, the Entitlement Community shall consult with the SHPO to evaluate alternatives or modifications to the undertaking that could avoid, minimize, or mitigate adverse effects on historic properties pursuant to 36 C.F.R. 800.6 (a). The Entitlement Community shall also consult Indian Tribes that attach traditional religious and cultural significance to historic properties that may be affected by such undertakings.

D. Annual Report

By March 31st of every year under this Agreement, the Entitlement Community will file a report on projects completed in the previous year to the SHPO which will include Project Address, Year Constructed, Nature of work, and references the appropriate exempted activity as detailed in "STIPULATIONS", Section I(A) of this Agreement.

II. DISCOVERIES AND UNFORSEEN EFFECTS

If during the implementation of these programs, a previously unidentified property that may be eligible for inclusion in the National Register is encountered, or a known National Register historic property may be affected in an unanticipated manner, the Entitlement Community will assume its responsibilities pursuant to 36 CFR part 800.13(b).

III. AMENDMENT

Any party may request that this Agreement be amended, whereupon the SHPO will consult with the other parties in accordance with 36 CFR Part 800.14(b) to consider an amendment. Amendments will only be considered if made in writing and must be approved in writing by all parties to this Agreement to go into effect.

IV. DISPUTE RESOLUTION

Should any party to this Agreement object at any time to actions proposed or the manner in which the terms of this Agreement are implemented, City shall consult with the objecting party to resolve the objection. If City determines within 30 days that such objection cannot be resolved, City will:

- A. Forward all documentation relevant to the dispute to the Advisory Council on historic Preservation (hereinafter referred to as "Council") in accordance with 36CFR800.2(b)(2) for the Council review and advise City on the resolution of the objection within 30 days. Any comment provided by the Council, and all comments from the parties to the Agreement, will be taken into account by City in reaching a final decision regarding the dispute.
- B. If the Council does not provide comments regarding the dispute within 30 days after City provides documentation of the dispute to the Council, City may render a decision regarding the dispute. In reaching its decision, City will take into account all comments regarding the dispute from the parties to the Agreement.
- C. City's responsibilities to carry out all other actions subject to the terms of the Agreement that are not subject of the dispute remain unchanged. City will notify all parties of its decision in writing before implementing that portion of the undertaking subject to dispute. City's decision on all disputes will be final.

V. TERMINATION

Any party to this agreement may terminate its participation by providing thirty (30) days written notice to all other parties. In the event of termination, the terminating party will comply with 36 CFR Part 800.3 through 800.7 with respect to individual undertakings covered by this Agreement. Termination by the SHPO will nullify this Agreement upon all parties.

VI. TERM OF THE AGREEMENT

Following signature by the Entitlement Community and the SHPO, this Agreement will be binding on a party upon the date of its signature and shall be in force for a term of ten (10) years thereafter, unless the parties agree to extend it.

VII. NOTIFICATION

Notification or other communication between parties to this agreement should be made in care of the addressed provided in Exhibit A.

EXECUTION AND IMPLEMENTATION of this Agreement evidences that the Entitlement Community and the SHPO have satisfied their responsibilities under Section 106 for undertakings funded by the HUD Programs. This agreement may be executed in counterpart.

Signed:

COLORADO STATE HISTORIC PRESERVATION OFFICER

By: Holly K. Nanto Date: 1/28/19
for Steven Turner
Colorado State Historic Preservation Officer

CITY OF PUEBLO

By: Nicholas A. Gradisar Date: 12-10-2019
Nicholas A. Gradisar, Mayor
City of Pueblo

EXHIBIT A

MAILING ADDRESSES OF SIGNATORIES

CITY OF PUEBLO
1 City Hall Place
Pueblo, CO 81003

COLORADO STATE HISTORICAL PRESERVATION OFFICE
1200 Broadway
Denver, CO 80203

CONTACT INFORMATION IF ARCHAEOLOGICAL RESOURCES ARE ENCOUNTERED:

Tom Carr, Staff Archaeologist
Colorado Historical Society
Office of Archaeology and Historic Preservation
303 866 3498
Thomas.carr@chs.state.co.us

AMENDMENT NO. 1 TO
PROGRAMMATIC AGREEMENT BETWEEN THE CITY OF PUEBLO, COLORADO AND THE
COLORADO STATE HISTORIC PRESERVATION OFFICE REGARDING THE
ADMINISTRATION OF U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PROGRAMS

THIS AMENDMENT NO. 1 (“Amendment No. 1”) to “The Programmatic Agreement Between the City of Pueblo, Colorado and The Colorado State Historic Preservation Office Regarding the Administration of U.S. Department of Housing and Urban Development Programs” is made and entered into this ____ day of _____, _____ by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and The Colorado State Historic Preservation Office, hereinafter referred to as the "SHPO".

WHEREAS the SHPO and City have heretofore entered into an Agreement dated December 9, 2019 (hereinafter "the Agreement") wherein the SHPO and City agreed that for all applicable HUD programs, as defined in the Agreement, shall be administered in accordance with the stipulations outlined in the Agreement to satisfy Section 106 responsibilities of the City and HUD.

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and conditions set forth herein, the parties agree as follows:

1. The Agreement is amended by revising Page 2, Section I “Exempted Activities and Non-Exempted Activities”, (A) “Activities Not Requiring Review”, (1) “General”, to add “e. Demolition of properties that are determined to be health and safety hazards and no longer have historical integrity due to irreversible damage as designated through condemnation and/or demolition notice issued and posted by the City of Pueblo.
2. Except as expressly modified by this Amendment No. 1, the Agreement (including any duly executed prior written amendments) shall remain in full force and effect. Except as expressly modified, any obligations remaining to be performed under the original Agreement by either party are not waived or excused in any manner but shall be fully performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 1.

IN WITNESS WHEREOF, the SHPO and City have executed this Amendment No. 1 to the Agreement, “The Programmatic Agreement Between the City of Pueblo, Colorado and The Colorado State Historic Preservation Office Regarding the Administration of U.S. Department of Housing and Urban Development Programs” as of the date first above written.

Signed:

COLORADO STATE HISTORIC PRESERVATION OFFICE

By: _____

Date: _____

Dawn DiPrince, Colorado State Historic Preservation Officer

CITY OF PUEBLO

By: _____

Date: _____

Heather Graham, City of Pueblo Mayor

When Recorded Return to:
COLORADO DIVISION OF HOUSING
1313 SHERMAN STREET, ROOM 320
DENVER, CO 80203
Attn: Ebony Russell

2148541 08/12/2019 01:11:12 PM
Page: 1 of 4 R 28.00 D 0.00 T 28.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co

EXHIBIT F

**COLORADO DEPARTMENT OF LOCAL AFFAIRS
USE COVENANT AND REGULATORY AGREEMENT**

THIS USE COVENANT AND REGULATORY AGREEMENT ("Covenant") is made by Pueblo Rescue Mission, a Colorado nonprofit corporation ("Owner"), whose business address is P.O. Box 9167, Pueblo, CO 81003 fee simple owner of the real property described below, and is effective as of the date appearing beneath Owner's signature at the end of this Covenant.

Owner is a beneficiary of funds through Grant Agreement #H0HSP19082 (the "Funding Agreement") from the State of Colorado, by and through the Department of Local Affairs, for the benefit of the Division of Housing ("Grantor") for use in the rehabilitation of the Pueblo Rescue Mission (the "Project"), located at 724-728 W. 4th Street, Pueblo, CO 81003 (the "Property"), whose legal description is as follows:

LOTS 18-24 BBLK 3 THATCHER+ GAST SUB FORMERLY 05-362-05-007, -013, -108, -019

As a condition precedent to the receipt of the funds, Owner shall promptly record this Covenant with the real property records at the clerk and recorder's office in the county in which the Property is located to ensure that certain rental and occupancy limitations associated with the Grantor's Homeless Solutions Program ("HSP") program are met regardless of ownership.

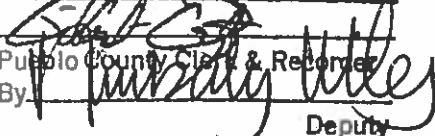
NOW, THEREFORE, the following is established as a covenant running with the land:

1. **Use Restriction.** For the term of this Covenant, the Property shall be used primarily to provide shelter for Eligible Beneficiaries. Owner shall not demolish any part of the Project or permit the Project to be used for any purpose other than a homeless shelter.
2. **Change in Use.** No change in use is permitted without the express written consent of Grantor.
3. **Affordability Period.** This Covenant shall encumber the Property, without regard to the term of any mortgage or any transfer of ownership, for a period of forty (40) years following the date the Project is complete (the "Project-Close Out Date") as identified in writing to the original recipient of the funds. This period is the "Affordability Period". Repayment of HSP funds shall not terminate the Affordability Period.
4. **HSP-Assisted Beds.** Owner shall designate one hundred (100) beds at the Project as HSP-assisted beds.
5. **Eligible Beneficiaries.** Each HSP-Assisted bed shall be occupied by an Eligible Beneficiaries. "Eligible Beneficiaries" means a household that is Homeless. "Homeless" means individuals and families that lack a fixed, regular, and adequate nighttime residence and is residing in: i). a place not designated for or used for human habitation, including a car, park, abandoned building, bus or train station, airport, camping ground, on the street, etc; ii). a shelter designed to provide temporary living arrangements (including emergency shelter, congregate shelters, transitional housing, hotels and motels paid for by charitable organizations or by government programs); or iii). an institutional setting (correctional facility, substance abuse treatment center, hospital, or psychiatric facility) where they do not have a stable housing situation to which they can return.
6. **Lawful Presence.** Reserved.

Office of County Clerk & Recorder
Pueblo County, State of Colorado
Certified to be a full, True and Correct
Copy of record in my Office.

Exhibit F
Page 1 of 4
CMS #140610

Book _____ Page _____
Rec No. 2148541
Date OCT 15 2019


Pueblo County Clerk & Recorder
By _____ Deputy



7. **Income Eligibility Determinations.** Reserved.
8. **Affordable Rents.** Reserved.
9. **Tenant Selection.** Reserved.
10. **Tenant Protections.** Reserved.
11. **Violence against Women Act (“VAWA”).** Reserved.
12. **Ongoing Property Condition Standards.** Owner shall maintain the Property as decent, safe, and sanitary housing in good repair. Throughout the Affordability Period, Owner shall ensure that the Property is suitable for occupancy, and complies with all applicable health, safety and other codes, ordinances, and requirements, including:
 - 12.1. All applicable State and local code requirements and ordinances,
 - 12.2. HUD’s Housing Quality Standards as defined at 24 CFR 982.401, and
 - 12.3. All accessibility standards of the Fair Housing Act (42 USC 3601-20).
13. **Affirmative Marketing.** Reserved.
14. **Recordkeeping.** Owner shall maintain records documenting compliance with this Covenant for the most recent six-year period, until six years after the completion of the Affordability Period.
15. **Monitoring.** Owner shall timely respond to and cooperate with all requests from Grantor, or its designee, for information, or to conduct on-site inspections, for the purpose of determining whether the Property is in compliance with the terms of this Covenant.
16. **Annual Audit.** Reserved.
17. **Enforcement.** Grantor, or its designee, may take legal action to enforce the terms of this Covenant and shall be entitled to all available remedies in law or in equity including, without limitation, specific performance and injunctive relief.
18. **Noncompliance.** Grant funds invested in housing that does not meet affordability requirements for the full Affordability Period must be repaid to the Grantor. If the Property is not used to house Eligible Beneficiaries for the full term of the Affordability Period, Owner shall repay to the State, within sixty days of the State’s request, the full amount of the funds disbursed pursuant to the Funding Agreement. Repayment of grant funds shall not terminate the Affordability Period.
19. **Transfers.** This Covenant is a covenant running with the land and shall be binding on Owner’s successors, assigns, heirs, grantees and lessees. Owner shall take all steps reasonable and necessary to ensure that the requirements and restrictions of this Covenant are binding on any successor to Owner who acquires an interest in the Property. Owner hereby covenants to include the requirements and restrictions of this Covenant in any document to be executed in connection with the transfer of any interest in the Property to another person or entity to ensure that such transferee has notice of, is bound by, and agrees to abide by the terms of this Covenant. Owner shall not, without the prior written consent of Grantor, Transfer the Property or any interest in the Property. For purposes of this Covenant, “Transfer” shall mean (i) the sale, assignment, transfer, conveyance, disposition, or alienation of an interest in the Property; (ii) the dissolution of Owner; or (iii) the sale, transfer, conveyance or other disposition of all

of Owner, a sufficient amount of interest such that another entity gains a controlling interest in Owner, or the managing general partner of Owner. The foregoing notwithstanding, the consent of Grantor shall not be required for (i) the sale of obsolete or worn-out furnishings or equipment, (ii) the direct or indirect transfer of an investor member interest in Owner, (iii) the removal and replacement of the managing member of Owner as permitted in the Operating Agreement of Owner, but only if the replacement is the investor member of Owner or an affiliate thereof. Any subsequent replacement of the managing member of Owner shall require the prior written consent of Grantor, which shall not be unreasonably withheld provided such managing member meets Grantor's then current approval standards.

20. **Release.** Upon satisfaction of the terms of this Covenant, and the written request of Owner or the then owner of record, Grantor will execute a release of this Covenant.
21. **Termination.** This Covenant shall terminate upon the date the Property is acquired by foreclosure or transfer in lieu of foreclosure, unless such acquisition is part of an arrangement with the Owner a purpose of which is the termination of this Covenant or the entity or entities acquiring the Property through foreclosure have business ties to the Owner or family ties to a principal of Owner.
22. **Changes in Law.** Until such time as this Covenant is released, Owner shall comply with all laws, regulations, and ordinances applicable to Owner under this Covenant, as such laws, regulations, and ordinances may change from time to time.

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Page: 4 of 4 R 28.00 D 0.00 T 28.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co

SIGNATURE PAGE

OWNER

Pueblo Rescue Mission, a Colorado nonprofit corporation

By: *Kathryn Cline*
Kathryn Cline, Executive Director

State of Colorado)
County of Pueblo) ss.

The foregoing instrument was subscribed to and acknowledged before me this 12 day of August, 2019, by Kathryn Cline as Executive Director of Pueblo West Commission

Witness my hand and official seal

Katherine Osborne

KATHERINE ROSE MARIE OSBORNE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154032029
MY COMMISSION EXPIRES SEPTEMBER 08, 2019

When Recorded Return to:
COLORADO DIVISION OF HOUSING
1313 SHERMAN STREET, ROOM 320
DENVER, CO 80203
ATTENTION: Lukas Kilimann
DOH Contract #H0HSP19082

**FIRST AMENDMENT TO
COLORADO DEPARTMENT OF LOCAL AFFAIRS
USE COVENANT AND REGULATORY AGREEMENT**

THIS FIRST AMENDMENT TO USE COVENANT AND REGULATORY AGREEMENT ("First Amendment") is made as of the _____ day of _____, 2025 by The City of Pueblo, a Colorado municipal corporation, (the "Owner"), whose business address is 1 City Hall Place, Pueblo, CO 81003 fee simple owner of certain property further described herein.

Commented [PB1]: Contracting Specialist to handwrite this date in on the two original paper copies as the date that DOH Executive Director signs.

WHEREAS, the Owner is the beneficiary of funds through Grant Agreement #H0HSP19082 ("Funding Agreement") from the State of Colorado, by and through the Department of Local Affairs, for the benefit of the Division of Housing (the "State," "DOLA," or "DOH") to be used for the use in rehabilitation of Pueblo Rescue Mission (the "Project") located at 728 W. 4th Street, Pueblo, CO 81003 (the "Property"), whose legal description is as follows:

LOTS 18-24 BBLK 3 THATCHER+GAST SUB FORMERLY 05-362-05-007, -013, -108, -019

WHEREAS, as a condition to the receipt of the funds, Pueblo Rescue Mission, a Colorado nonprofit corporation (the "Original Owner") executed and recorded that certain Colorado Department of Local Affairs Use Covenant and Regulatory Agreement (the "Covenant") dated August 12, 2019 and recorded August 12, 2019 at Reception #2148541 among the real property records of the Clerk and Recorder of Pueblo County to run with the Property to ensure that certain rental and occupancy limitations associated with the Homeless Solutions Program ("HSP") are met.

WHEREAS, the Project's rehabilitated bed count did not match the bed count listed in the Covenant. This First Amendment will correct the bed count so that it accurately reflects what was actually built.

WHEREAS, Original Owner dissolved and transferred ownership of the Property to the Owner.

WHEREAS, the Owner and the State wish to amend certain terms and conditions contained in the Covenant.

NOW, THEREFORE, the following is established as a covenant running with the Property;

- 1. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this First Amendment.
- 2. Limits of Effect.** The Covenant and all prior amendments to the Covenant, if any, remain in full force and effect except as specifically modified herein.
- 3. Modifications.** The Covenant is hereby modified as follows:

Section 4, HSP-Assisted Beds, is hereby deleted and replaced with the following:

“4. **HSP-Assisted Beds.** Owner shall designate ninety-two (92) beds at the Project as HSP-assisted beds.

”

4. **Effective Date.** This First Amendment shall be effective as of the date signed by the State.

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APPROVED AND AGREED TO BY THE STATE:

STATE OF COLORADO, by and through the
Department of Local Affairs, for the benefit of the
Division of Housing

By: _____
Maria De Cambra, Executive Director,
Department of Local Affairs

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025,
by _____, as _____ of the Department of Local
Affairs.

Witness my hand and official seal.

My commission expires: _____

Notary Public

OPERATING AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on the last date signed below by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to as the “City” and Boys & Girls Clubs of Pueblo INC of Pueblo, CO, a Colorado Non-Profit Organization dba Boys and Girls Club, hereinafter referred to as “Boys and Girls Club” (collectively referred to as “Parties”) for this subrecipient agreement.

WHEREAS, An amendment to the budget was made by Councilor Martinez to support Boys and Girls Club in the amount of \$50,000 in 2026; and

WHEREAS, This funding was approved by City Council in the 2026 budget on November 24, 2025.

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

1. BOYS AND GIRLS CLUB OBLIGATIONS

Boys and Girls Club will use the funding for only for the approved eligible uses outlined below

- a. Fifth Day Programming for 25 youth over the course of a year
- b. A portion of three staff positions to support the programming throughout multiple sites (hereinafter the “Program”)

2. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2026 to December 31, 2026 (“Term”), unless extended or sooner terminated as herein provided. Upon expiration of the Term, the Parties may extend this Agreement for an additional one-year term, provided Boys and Girls Club has complied with all the terms and conditions of this Agreement. Either Party may exercise this option by sending written notice to the other prior to the end of the Term. The City reserves the right to deny for any reason a request for extension of the Term.

3. TERMINATION OF AGREEMENT

- (a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by Boys and Girls Club, upon written notice of nonperformance to Boys and Girls Club and after such nonperformance is not cured within fourteen (14) days thereafter.
- (b) For Convenience: This Agreement may be terminated for convenience by either Party upon thirty days prior written notice.

(c) Post Termination Procedures: In the event of termination for any reason, any unspent funds awarded pursuant to this agreement shall immediately become the sole and separate property of the City and Boys and Girls Club shall perform all acts and execute all instruments necessary to transfer and assign such property, funds, and income to City.

Commented [LP1]: It looks like the resolution that passed City Council at this meeting was just \$1,400 for a December 2025 program (not the 2026 budget), though I could be missing something. Either way, I'd prefer to word this section differently, as a lone council member cannot actually amend the budget.

Commented [MC2R1]: It was amended at the time of budget approval, and was done properly with a motion, second and vote. This is correct.

Commented [LP3]: Are there residency requirements for the enrollees of this program? I think we would perhaps want to include more of a description of our requirements for the programming they are being contracted to provide.

Commented [MC4R3]: There are not residency requirements in this program. Generally with children, it is difficult to collect that type of documentation so we look at other metrics for reporting

4. ASSIGNABILITY

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

5. PROGRAM RECORDS

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

6. MONITORING AND EVALUATION

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

- a. Program participation numbers and fund spending together with supporting documentation which demonstrates funds have been spent consistent with the Eligible Uses set forth herein. Quarterly progress reports shall be due on the first day of the calendar quarter and include the following information:

Reports are due quarterly and required prior to submitting an invoice for reimbursement. The following information must be included in the report.

- 1. Number of individuals served
- 2. Applicable demographics of individuals served
- 3. Impact assessment – Report on the impact of the programs on individuals served, such as improved nutrition, health and overall well being.
- 4. Financial – Amount of grant funding spent during the quarter or invoiced period.

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

7. BOYS AND GIRLS CLUB FILES AND INFORMATION REPORTS

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

Commented [LP5]: Will they be able to evaluate this?

Commented [MC6R5]: They often keep information, though not on the individual level. We can remove.

Commented [LP7]: Did they provide a funding application? That might be helpful in drafting more detailed programming requirements in Section 1, and we may wish to incorporate it into the agreement as an exhibit.

Commented [MC8R7]: They did not because this was created in the budget. I made an amendment.

Commented [LP9]: Do we want to require them to maintain records of, or report, participant attendance?

Commented [MC10R9]: That should be addressed in section a. above.

8. INDEPENDENCE OF BOYS AND GIRLS CLUB

Nothing herein contained nor the relationship of Boys and Girls Club to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Boys and Girls Club or any of Boys and Girls Club's agents or employees the agents or employees of the City. Boys and Girls Club shall be solely and entirely responsible for its acts and the acts of its agents, employees, and subcontractors. It is expressly understood and agreed that Boys and Girls Club's agents, employees, or other personnel shall not be entitled to any payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever from City.

9. LIABILITY, INSURANCE

- Boys and Girls Club is receiving \$20,000 or less, which will categorically exclude the organization from meeting the insurance requirements of this Section 9.
 - Boys and Girls Club is receiving more than \$20,000, which will require compliance with this Section 9.
- (a) As to the City, Boys and Girls Club agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Boys and Girls Club or by the conditions created thereby. Boys and Girls Club further agrees to indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all claims, liabilities, costs expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Boys and Girls Club or out of any violation by Boys and Girls Club of any statute, ordinance, rule, or regulation.
- (b) Boys and Girls Club shall carry Commercial General Liability (CGL) insurance, covering claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under this Agreement by the Boys and Girls Club, Boys and Girls Club's agents, representatives, employees, or subcontractors, and participants in any of Boys and Girls Club's programs, with limits of insurance of not less than \$500,000 for each occurrence and \$1,000,000 annual aggregate. The CGL shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible maintained by or provided.
- (c) Boys and Girls Club agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).
- (d) The minimum insurance coverage which Boys and Girls Club shall obtain and keep in force is as follows:

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

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

10. PERA LIABILITY

Boys and Girls Club shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the city under this Agreement. Boys and Girls Club shall fill out the questionnaire attached as Exhibit B and submit the completed form to Finance Office as part of the signed Agreement.

11. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Boys and Girls Club and City.

12. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

13. NON-DISCRIMINATION

Boys and Girls Club shall not in any manner discriminate against any person otherwise qualified and capable because of race, color, sex, marital status, age, religion, disability, national origin, or veteran status. Boys and Girls Club agrees to comply with applicable federal and state law and regulations concerning non-discrimination.

14. RESERVATION OF RIGHTS

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

15. AUTHORITY FOR SIGNATURES; ELECTRONIC SIGNATURES

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

16. FUND AVAILABILITY; SUBJECT TO LAW

- (a) Financial obligations of City, if any, after the current year in which this Agreement is signed by both parties are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by Pueblo City Council and City executive departments. Nothing herein shall be deemed to create an ongoing financial obligation of City.
- (b) This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. 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, 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, including any sub-agreement, attachment, schedule or exhibit thereto, by the City. City may in its sole and absolute discretion terminate this Agreement for reasons of non-appropriation immediately upon written notice without causing default or breach.

17. RIGHTS OF THIRD PARTIES

Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a Municipal Corporation under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

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

ATTEST:

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

City Clerk

[S E A L]

By _____
Heather Graham, Mayor

ATTEST:

Boys and Girls Club of Pueblo, Inc. DBA BOYS
AND GIRLS CLUB

By _____
Signature

By _____
Signature

Name _____

Name _____

Title _____

Title _____

**EXHIBIT A
BUDGET**

Organization	Eligible Use	Amount
Boys & Girls Club of Pueblo	Fifth Day Programming, Salaries	\$50,000.00

EXHIBIT B

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

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

- a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? **Yes** _____, **No** _____.

- b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? **Yes** _____, **No** _____.
If you answered "yes" please state which of the above entities best describes your business:

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

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
Social Security Number	Social Security Number

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

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

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

Signed _____, 20____.

By: _____

Name: _____

Title: _____

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

OPERATING AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on the last date signed below by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to as the “City” and Boys & Girls Clubs of Pueblo INC of Pueblo, CO, a Colorado Non-Profit Organization dba Boys and Girls Club, hereinafter referred to as “Boys and Girls Club” (collectively referred to as “Parties”) for this subrecipient agreement.

WHEREAS, An amendment to the budget was made by Councilor Martinez to support Boys and Girls Club in the amount of \$50,000 in 2026; and

WHEREAS, This funding was approved by City Council in the 2026 budget on November 24, 2025.

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

1. BOYS AND GIRLS CLUB OBLIGATIONS

Boys and Girls Club will use the funding for only for the approved eligible uses outlined below

- **Purpose and Alignment:** Fifth Day programming addresses learning loss and behavioral risks associated with four-day school weeks by providing structured, high-quality afterschool activities on Fridays at three Club sites (Ray Aguilera Teen Center at Central High School, East Side Clubhouse at Risley Middle School, and Sprague Clubhouse).
- **Schedule and Scope:** Operates weekly for 25 youth on Fridays during the school year (minimum 23 hours/week) and aligns with an eight-week summer program (Monday–Friday, 8–10 hours/day), delivering a full-day educational and enrichment experience for youth ages 6–18.
- **Core Components:** Includes three hours of daily academic instruction (totaling 120 hours over summer), paired with enrichment activities in Academic Success & Career Development, Healthy Lifestyles, and Good Character & Leadership.
- Includes A portion of three staff positions to support the programming throughout multiple sites (hereinafter the “Program”)

2. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2026 to December 31, 2026 (“Term”), unless extended or sooner terminated as herein provided. Upon expiration of the Term, the Parties may extend this Agreement for an additional one-year term, provided Boys and Girls Club has complied with all the terms and conditions of this Agreement. Either Party may exercise this option by sending written notice to the other prior to the end of the Term. The City reserves the right to deny for any reason a request for extension of the Term.

3. TERMINATION OF AGREEMENT

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

(b) For Convenience: This Agreement may be terminated for convenience by either Party upon thirty days prior written notice.

(c) Post Termination Procedures: In the event of termination for any reason, any unspent funds awarded pursuant to this agreement shall immediately become the sole and separate property of the City and Boys and Girls Club shall perform all acts and execute all instruments necessary to transfer and assign such property, funds, and income to City.

4. ASSIGNABILITY

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

5. PROGRAM RECORDS

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

6. MONITORING AND EVALUATION

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

a. Program participation numbers and fund spending together with supporting documentation which demonstrates funds have been spent consistent with the Eligible Uses set forth herein. Quarterly progress reports shall be due on the first day of the calendar quarter and include the following information:

Reports are due quarterly and required prior to submitting an invoice for reimbursement. The following information must be included in the report.

1. Number of individuals served
2. Applicable demographics of individuals served
3. Impact assessment – Report on the impact of the programs on individuals served, such as improved nutrition, health and overall well being.
4. Financial – Amount of grant funding spent during the quarter or invoiced period.

b. Boys and Girls Club shall fully cooperate with the City relating to such monitoring and evaluation. The City may reduce or terminate funding to include requiring return of funds already paid should

it determine, in its sole and absolute discretion, that Boys and Girls Club has (i) failed to use the funds consistent with the Program as represented to City Staff, (ii) misappropriated, mishandled, or misapplied funds, (iii) failed to provide Program information to the City upon request, (iv) failed an audit, or (v) provided false or misleading financial statements to the City.

7. BOYS AND GIRLS CLUB FILES AND INFORMATION REPORTS

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

8. INDEPENDENCE OF BOYS AND GIRLS CLUB

Nothing herein contained nor the relationship of Boys and Girls Club to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Boys and Girls Club or any of Boys and Girls Club's agents or employees the agents or employees of the City. Boys and Girls Club shall be solely and entirely responsible for its acts and the acts of its agents, employees, and subcontractors. It is expressly understood and agreed that Boys and Girls Club's agents, employees, or other personnel shall not be entitled to any payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever from City.

9. LIABILITY, INSURANCE

- Boys and Girls Club is receiving \$20,000 or less, which will categorically exclude the organization from meeting the insurance requirements of this Section 9.
- Boys and Girls Club is receiving more than \$20,000, which will require compliance with this Section 9.

- (a) As to the City, Boys and Girls Club agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Boys and Girls Club or by the conditions created thereby. Boys and Girls Club further agrees to indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all claims, liabilities, costs expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Boys and Girls Club or out of any violation by Boys and Girls Club of any statute, ordinance, rule, or regulation.
- (b) Boys and Girls Club shall carry Commercial General Liability (CGL) insurance, covering claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under this Agreement by the Boys and Girls Club, Boys and Girls Club's agents, representatives, employees, or subcontractors, and participants in any of Boys and Girls Club's programs, with limits of insurance of not less than \$500,000 for each occurrence and \$1,000,000 annual aggregate. The CGL shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible maintained by or provided.

- (c) Boys and Girls Club agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).
- (d) The minimum insurance coverage which Boys and Girls Club shall obtain and keep in force is as follows:
 - (i) Workers' Compensation Insurance complying with statutory requirements in Colorado.
 - (ii) Comprehensive General and Automobile Liability Insurance with limits not less than Six Hundred Thousand and No/100 Dollars (\$600,000) per person and occurrence for personal injury, including but not limited to death and bodily injury, and Six Hundred Thousand and No/100 Dollars (\$600,000) per occurrence for property damage.
- (e) Boys and Girls Club shall procure and maintain, at its own expense, hazard and fire insurance for personal property and fixtures in such amounts as to adequately protect it from loss. Boys and Girls Club shall furnish a certificate of insurance certifying such coverage to City's Director of Finance upon execution of this Agreement.

10. PERA LIABILITY

Boys and Girls Club shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the city under this Agreement. Boys and Girls Club shall fill out the questionnaire attached as Exhibit B and submit the completed form to Finance Office as part of the signed Agreement.

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14. RESERVATION OF RIGHTS

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15. AUTHORITY FOR SIGNATURES; ELECTRONIC SIGNATURES

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

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- (a) Financial obligations of City, if any, after the current year in which this Agreement is signed by both parties are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by Pueblo City Council and City executive departments. Nothing herein shall be deemed to create an ongoing financial obligation of City.
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Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a Municipal Corporation under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

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

ATTEST:

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

City Clerk

By _____
Heather Graham, Mayor

[S E A L]

Boys and Girls Club of Pueblo, Inc. DBA BOYS
AND GIRLS CLUB

ATTEST:

By _____
Signature

By _____
Signature

Name _____

Name _____

Title _____

Title _____

**EXHIBIT A
BUDGET**

Organization	Eligible Use	Amount
Boys & Girls Club of Pueblo	Fifth Day Programming, Salaries	\$50,000.00

EXHIBIT B

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

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

- a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? **Yes** _____, **No** _____.

- b) If you answered “yes” to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? **Yes** _____, **No** _____.
If you answered “yes” please state which of the above entities best describes your business:

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

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
Social Security Number	Social Security Number

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

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

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

Signed _____, 20____.

By: _____

Name: _____

Title: _____

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