



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, APRIL 13, 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, City Clerk Clyde Bishop.

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "PUEBLO VITA FREE INCOME TAX FILING DAYS JANUARY 27 - APRIL 15, 2026" — LUANNE MAEZ, ECONOMIC MOBILITY AND OPPORTUNITY MANAGER & ADRIAN GOMEZ, FINANCIAL WELLNESS COORDINATOR - UNITED WAY OF PUEBLO COUNTY

E2 PROCLAMATION PRESENTATION: "PARKINSONS AWARENESS MONTH — APRIL 2026" — KAREN & JOHN ZONDLO, FACILITATORS – PUEBLO PARKINSON'S SUPPORT GROUP

E3 PROCLAMATION PRESENTATION: "CHILD ABUSE AWARENESS MONTH — APRIL 2026" — CHRISTINE CASILLAS, RESOURCE DEVELOPMENT COORDINATOR - PUEBLO CHILD ADVOCACY CENTER

F. PUBLIC FORUM

- Ilianna Santos - Tennis Program
- Aaron Gutierrez - Tennis Program
- Isiah Martinez - Crosswalk on Grant Ave.
- Sofia Gonzales Tennis Program
- Stan Lamericnt - Americian Legion
- Dave DeCenzo - Pope Block

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. REVIEW AND APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Ruiz-Gomez, moved to amend the agenda by tabling S8 indefinitely, 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 03/23/26

Councilor Boston, seconded by Councilor Hernandez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **March 23, 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

City Clerk Clyde Bishop read the Consent Agenda into the record.

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A RESOLUTION AWARDDING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$335,581.40 FOR PROJECT NO. 25-093 (WW1901) 2025 ELIZABETH STREET SANITARY SEWER REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

This Resolution was assigned as 16291.

M2 A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$173,352 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 26-010, HAAFF ELEMENTARY SCHOOL - SRTS, SETTING FORTH \$24,169 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING

AGENT TO EXECUTE SAME

This Resolution was assigned as 16292.

- M3 A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$98,763.54 TO RUSS GRADING & EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) — FOR EMERGENCY STORM SEWER POINT REPAIR ON BAYSTATE AVENUE AND PINE STREET AND APPROVING A CHANGE ORDER IN THE AMOUNT OF \$24,138.94 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME**

This Resolution was assigned as 16293.

- M4 A RESOLUTION ESTABLISHING PROJECT ACCOUNT HU2516 - CONCRETE IMPROVEMENTS - 500 BLK ORMAN, TRANSFERRING FUNDS IN THE AMOUNT OF \$47,000 FROM HUAN01 - STREET RESURFACING TO HU2516 - CONCRETE IMPROVEMENTS - 500 BLK ORMAN, AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$40,424.24 TO LG CONTRACTORS, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-122, CONCRETE IMPROVEMENTS - 500 BLOCK OF WEST ORMAN AVENUE, SETTING FORTH \$6,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 16294.

- M5 A RESOLUTION ESTABLISHING PROJECT ACCOUNT HU2604 – ASPHALT IMP – NORTHERN & VASSAR AND AUTHORIZING THE TRANSFER OF BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$10,000 FROM PROJECT NO. HUAN01 STREET RESURFACING TO PROJECT NO. HU2604 – ASPHALT IMP – NORTHERN & VASSAR**

This Resolution was assigned as 16295.

- M6 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$7,252.21 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1904 LAKE AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME**

This Resolution was assigned as 16296.

- M7 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ROSALIE VIGNA TO SERVE A TERM ON THE BANDERA SPECIAL IMPROVEMENT MAINTENANCE DISTRICT ADVISORY COMMITTEE**

This Resolution was assigned as 16297.

- M8 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ABDEL KARIM AYOUB TO COMPLETE A FIVE-YEAR TERM EXPIRING FEBRUARY 1, 2028, ON THE PUEBLO URBAN RENEWAL AUTHORITY**

This Resolution was assigned as 16298.

- M9 A RESOLUTION REAPPOINTING NELSON DUNFORD AS THE PRESIDING JUDGE OF THE MUNICIPAL COURT**

This Resolution was assigned as 16299.

M10 A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF LACY FLACK TO THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY (PDADA) BOARD OF DIRECTORS

This Resolution was assigned as 16300.

M11 A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH STAG LIUZZA, LLC

This Resolution was assigned as 16301.

M12 A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$327,750.75 TO BAHAM CONSTRUCTION, INC., FOR PROJECT NO. 26-011, PEDESTRIAN IMPROVEMENTS - MONUMENT AVENUE, SETTING FORTH \$150,726.25 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 16302.

M13 THE RESOLUTION AUTHORIZES THE MAYOR TO MAKE, EXECUTE AND DELIVER IN THE NAME OF THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FEDERAL FISCAL YEAR 2026 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION (FTA) ASSISTANCE PROGRAMS AND TO BIND THE CITY OF PUEBLO'S COMPLIANCE THEREWITH

This Resolution was assigned as 16303.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 502 AND 504 CHERRY LANE FROM B-3, HIGHWAY AND ARTERIAL ZONE DISTRICT TO R-3, ONE- AND TWO-FAMILY RESIDENTIAL ZONE DISTRICT

N2 AN ORDINANCE ADOPTING THE ATTACHED RECOMMENDATIONS FROM THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC), APPROVING THE ATTACHED COMMUNITY SERVICES FUNDING AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N3 AN ORDINANCE ADOPTING THE ATTACHED RECOMMENDATION FROM THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC) FOR COLORADO BLUESKY ENTERPRISES, INC., APPROVING THE ATTACHED COMMUNITY SERVICES FUNDING AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N4 AN ORDINANCE ADOPTING THE ATTACHED RECOMMENDATION FROM THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC) FOR CASA OF PUEBLO, APPROVING THE ATTACHED COMMUNITY SERVICES FUNDING AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE

SAME

- N5 AN ORDINANCE ADOPTING THE ATTACHED RECOMMENDATION FROM THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC) FOR PUEBLO CRISIS PREGNANCY CENTER INC., DBA A CARING PREGNANCY CENTER, APPROVING THE ATTACHED COMMUNITY SERVICES FUNDING AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**
- N6 AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS IN THE AMOUNT OF \$49,950.00 FOR PREDEVELOPMENT FUNDING; AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT HS2601, AND BUDGETING AND APPROPRIATING \$49,950.00 TO PROJECT NO.HS2601**
- N7 AN ORDINANCE APPROVING AN AGREEMENT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HABITAT FOR HUMANITY OF PUEBLO, INC., A COLORADO NONPROFIT ORGANIZATION, RELATING TO THE SALE OF PROPERTY DESCRIBED AS LOT 42 BLK 3 OAKSHIRE HILLS FILING NO. 2 FORMERLY #04-282-32-042, PARCEL # 04-282-42-042, FOR ONE DOLLAR (\$1.00), AND AUTHORIZING THE MAYOR TO DO THE SAME**
- N8 AN ORDINANCE APPROVING AN AGREEMENT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HABITAT FOR HUMANITY OF PUEBLO, INC., A COLORADO NONPROFIT ORGANIZATION, RELATING TO THE SALE OF PROPERTY DESCRIBED AS LOT 51 BLK 3 OAKSHIRE HILLS FILING NO. 2 FORMERLY #04-282-32-051, PARCEL #04-282-42-051, FOR ONE DOLLAR (\$1.00), AND AUTHORIZING THE MAYOR TO DO THE SAME**
- N9 AN ORDINANCE TRANSFERRING FUNDS IN THE AMOUNT OF \$145,000 FROM PROJECT ACCOUNT CI2113, ARPA INTEREST, AND BUDGETING AND APPROPRIATING \$100,000 FROM THE UNAPPROVED FUND BALANCE OF THE GENERAL FUND, TO ACCOUNT 10180200-58156, SHELTER OPERATIONS**
- N10 AN ORDINANCE AMENDING SECTION 10-1-13 OF THE PUEBLO MUNICIPAL CODE RELATING TO FIRES AND GRILLS IN PARKS, TRAILS, AND OPEN SPACE AREAS**
- N11 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PRESBYTERY OF PUEBLO FOR SUNSET PARK**

N12 AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR ENGINEERING DESIGN AND RELATED CONSTRUCTION ADMINISTRATION SERVICES IN CONNECTION WITH THE TAXIWAY A SEALCOAT (PHASE 1) PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N13 AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE PURCHASE ORDER FROM THE STATE OF COLORADO BY AND THROUGH THE COLORADO ENERGY OFFICE, WHICH PROVIDES FUNDING IN THE AMOUNT OF \$72,000 AND REDUCING THE ESTABLISHED APPROPRIATION FROM \$126,779 IN PROJECT ACCOUNT CI2509 - PUBLIC WORKS ENERGY COORDINATOR TO \$78,779.

N14 AN ORDINANCE APPROVING AN AGREEMENT TO DONATE PROPERTY AND RELEASE OF CLAIMS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND VILLA BELLA EXPEDITIONARY SCHOOL, A COLORADO NONPROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N15 AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN BIG R HOLDINGS, INC., A COLORADO CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N16 AN ORDINANCE APPROVING A DONATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BAXTER KIRKLAND AND BRIANNA KIRKLAND, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N17 AN ORDINANCE APPROVING AND ACCEPTING A DONATION OF A 2026 POLARIS RANGER CREW XP 1000, MODEL NUMBER R26RSU99AH, FROM THE PUEBLO POLICE FOUNDATION, A COLORADO NON-PROFIT CORPORATION, TO THE CITY OF PUEBLO FOR USE BY THE PUEBLO POLICE DEPARTMENT

N18 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A COMBINED SUBDIVISION PARTICIPATION AND RELEASE FORM WITH RESPECT TO THE NATIONAL OPIOIDS SETTLEMENT REACHED WITH ASSOCIATED PHARMACIES, INC.; J M SMITH CORPORATION; LOUISIANA WHOLESALE DRUG COMPANY, INC.; MORRIS AND DICKSON CO.; NORTH

**CAROLINA MUTUAL WHOLESALE DRUG COMPANY, INC.; AND UNITED
NATURAL FOODS, INC. ("SIX REMNANT DEFENDANTS")**

**N19 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A
SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A
COLORADO MUNICIPAL CORPORATION, AND PUEBLO SCHOOL DISTRICT
NO. 60, A PUBLIC SCHOOL DISTRICT AND POLITICAL SUBDIVISION OF THE
STATE OF COLORADO, AND AUTHORIZING THE PAYMENT OF AMOUNTS
FROM FUND NO. 226 - OPIOID ABATEMENT SETTLEMENT, FOR THE
PURPOSES THEREOF**

**N20 AN ORDINANCE AMENDING SECTIONS 7-4-1 AND 7-4-2 OF CHAPTER 4 OF
TITLE VII OF THE PUEBLO MUNICIPAL CODE RELATING TO WEEDS,
CORRECTING BOTANICAL NOMENCLATURE, AND CREATING AN
EXEMPTION FOR INTENTIONAL NATIVE PLANT LANDSCAPING**

**N21 AN ORDINANCE AMENDING TITLE IV OF THE PUEBLO MUNICIPAL CODE
BY ADDING CHAPTER 11; ADOPTING BY REFERENCE THE 2025
COLORADO WILDFIRE RESILIENCY CODE; ESTABLISHING PENALTIES;
AND SETTING FORTH AMENDMENTS THERETO**

**N22 AN ORDINANCE AMENDING SECTION 15-1-10 OF THE PUEBLO MUNICIPAL
CODE RELATING TO MOTORIZED VEHICLES UPON BIKEPATHS**

**N23 AN ORDINANCE AMENDING THE 2026 FISCAL YEAR STAFFING
ORDINANCE BY CONVERTING THREE (3) VACANT FULL-TIME EMERGENCY
MEDICAL OFFICER (EMO) POSITIONS TO THREE (3) FIRE ENGINEER
POSITIONS WITHIN THE AUTHORIZED STAFFING OF THE FIRE
DEPARTMENT**

**N24 AN ORDINANCE APPROVING AN AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A
COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE FEDERAL
HIGHWAY ADMINISTRATION, AWARD NUMBER: 693JJ32340380 FOR THE
SAFE STREETS FOR ALL PROJECT, DECREASING THE FEDERAL FUNDING
FROM \$681,600 TO \$428,615.01 AND AUTHORIZING THE MAYOR TO
EXECUTE SAME**

**N25 AN ORDINANCE APPROVING A RESTAURANT LEASE AGREEMENT
BETWEEN THE CITY OF PUEBLO, COLORADO, A COLORADO MUNICIPAL
CORPORATION, AND SOCO FRONTIER ENTERPRISES LLC FOR
RESTAURANT OPERATIONS AT PUEBLO MEMORIAL AIRPORT, AND
AUTHORIZING THE MAYOR TO EXECUTE SAME**

N26 AN ORDINANCE AMENDING AND EXTENDING THE TERM OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2027 THROUGH DECEMBER 31, 2027

N27 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN OPTION TO PURCHASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PROJECT FALCON, AN ECONOMIC DEVELOPMENT PROSPECT, AND RELATING TO A FUTURE JOB CREATING CAPITAL IMPROVEMENT PROJECT

O. APPROVAL OF CONSENT AGENDA

Councilor Boston, seconded by Councilor Latino, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for April 27, 2026, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$592,341.60 FROM THE ACCOUNT OF 525 41800 56901 – PROJECTS TO BE DETERMINED TO ACCOUNT PROJECT WW2608; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$493,618.60 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 26-020 (WW2608) 2026 CARL SITTER PARKWAY SANITARY SEWER PROJECT, SETTING FORTH \$98,723.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

A staff report and detailed review of the Resolution was given by Sonya Mondragon, Wastewater Associate Engineer.

Dave Decenzo appeared in person and spoke against this Resolution.

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 16304.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO LATINO VETERANS ASSOCIATION IN THE AMOUNT OF \$2,500 TO

SPONSOR THE HISPANIC HERITAGE EXHIBIT AT THE EL PUEBLO HISTORY MUSEUM AND SANGRE DE CRISTO ARTS AND CONFERENCE CENTER FROM SEPTEMBER 15 - OCTOBER 14, 2026

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

Dave Decenzo appeared in person and spoke against this Resolution.

Councilor Ruiz-Gomez, 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 16305.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO B.I.T.S OF FREEDOM CORP (DBA BITS OF FREEDOM) IN THE AMOUNT OF \$2,000 TO SPONSOR THE RUN FOR THE ROSES – KENTUCKY DERBY FUNDRAISER AT 3:00 PM AT PUEBLO DIVERSIFIED INDUSTRIES ON MAY 2, 2026

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

Dave Decenzo appeared in person and spoke against this Resolution.

Councilor Boston, seconded by Councilor Ruiz-Gomez, 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 16306.

R. QUASI-JUDICIAL PROCEEDINGS

R1 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 611 BROADWAY AVE FROM AN R-2, SINGLE-FAMILY RESIDENTIAL, TO B-1, NEIGHBORHOOD BUSINESS 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-25-23 dated February 11, 2026, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

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

Councilor Boston, seconded by Councilor 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 11138.

R2 AN ORDINANCE APPROVING THE VIA SUBDIVISION

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 # S-25-05 dated November 12, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 11139.

S. ORDINANCES – FINAL PRESENTATION

S1 AN ORDINANCE APPROVING A QUIT CLAIM DEED BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND GOODNIGHT BARN HISTORIC PRESERVATION, INC. TRANSFERRING CITY-OWNED PROPERTY 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:

- Laurel Campbel appeared in person and spoke in favor of this Ordinance.
- Bill Swick 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:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** President Aliff. Motion Passed 6-1.

This Ordinance was assigned as 11140.

S2 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

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

PUBLIC HEARING:

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

Councilor 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 11141.

S3 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

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

PUBLIC HEARING:

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

Councilor 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 11142.

S4 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

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 7-0.

This Ordinance was assigned as 11143.

S5 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

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 None, moved to approve the Ordinance on final presentation.

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

This Ordinance was assigned as 11144.

S6 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

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 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 11145.

S7 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

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 11146.

S8 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

This item has been tabled.

T. COMMUNICATIONS

T1 A CITIZEN FILED AN ETHICS COMPLAINT AGAINST MAYOR HEATHER GRAHAM

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

Councilor Boston, seconded by Councilor Gomez, moved to accept the Ethics Complaint.

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

Councilor Boston, seconded by Councilor Latino, moved to dismiss the Ethics Complaint.

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

U. ADJOURN

President Aliff adjourned the meeting at 7:41 p.m.

Respectfully submitted,
Clyde Bishop
Clyde Bishop
City Clerk

Parcel #1504106035

Current Zoning: B-3

Proposed Zoning: R-3

THATCHER AVE

CHERRY LN

CACTUS ST

R1

B3

Legal Description: LOT 1 BLK 1
MARKVIEW SUB LESS NLY 19 FT
SOLD COUNTY

R3

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Planning & Zoning Commission

Alexandra Aznar

Samuel Hernandez Jr.

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

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

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:35 pm. with Vice Chairman Patrick Avalos presiding. Mike Castellucci arrived at 3:38 and led the meeting.

Commissioners Present: Brett Boston, Mike Castellucci, Patrick Avalos, Alexandra Aznar, Elizabeth Bailey, James Salazar. Cheryl Spinuzzi was present via Zoom.

Commissioners Absent: N/A

Staff Members Present: Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Riane Ledford, Planner; and Cindy Capritta, Land Use Technician.

Staff Members Absent: N/A

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

Motion Passed: 7-0.

Public Meeting: N/A

Public Hearing:

Z-25-27 Rezone: A rezoning of 0.22 acres at the southeast corner of Thatcher Ave and Cherry Ln from Highway and Arterial Business (B-3) to a One-and Two-Family Residential (R-3) Zone District. Staff Report by Hannah Prinzi, Planner.

Hearing: Applicant Francis Blackford was sworn in and spoke in support of the application. No one appeared in opposition.

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

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-25-27

March 11, 2026

TO: City of Pueblo Planning and Zoning Commission
FROM: Hannah Prinzi, Planner
THROUGH: Beritt Odom, Director of Planning and Community Development
SUBJECT: Rezone from Highway and Arterial Business (B-3) to One- and Two-Family Residential (R-3) Zone District
APPLICANT: Francis Blackford
PROPERTY OWNER: Douglas Veltri
LOCATION: Parcel #1504106035
CONCURRENT REQUESTS: N/A

REQUEST: Rezone Parcel #1504106035 from a Highway and Arterial Business (B-3) Zone District to One- and Two-Family Residential (R-3) Zone District to facilitate development of a duplex.

BACKGROUND AND ANALYSIS:

The application is requesting to rezone the subject property from a Highway and Arterial Business (B-3) Zone District to One- and Two-Family Residential (R-3) Zone District to facilitate development of a duplex. The subject property is located on the southeast corner of Thatcher Ave and Cherry Ln near the Goodnight Elementary School and Park. It is a 0.22-acre lot and sits undeveloped.

The subject property is currently within a Highway and Arterial Business (B-3) Zone District. The B-3 District is intended for areas along highways and arterial streets for location of business and services. 78 land uses are allowed by-right in B-3, including an ambulance service, bar, car wash, gas station, library, office, religious institution, restaurant, school, theater, and truck stop. An additional 33 land uses are allowed by-review through the Zoning Board of Appeals, and 33 uses are allowed conditionally through an administrative review. Most uses are commercial in character, and there are limited opportunities to allow residential uses. A duplex is not permitted in the B-3 District.

Should the subject property be rezoned to a One- and Two-Family Residential (R-3) Zone District, the applicant could build a duplex on the site. The R-3 Zone District is intended to provide areas specifically for low- and medium-density housing. Only 8 land uses are allowed by-right and include the following: an accessory community garden, established accessory dwelling unit, disabled home, one-family manufactured residence, one-family residence, two-family residence (duplex), accessory dwelling unit, and townhomes. There are 19 land uses allowed by-review and consist of neighborhood-scale commercial activity, places of assembly, supportive housing, parks, and multi-family residences. The subject property meets the minimum lot width and size set by the R-3 Zone District.

The 2022 Regional Comprehensive Plan designates the subject property and surrounding area as a Suburban Neighborhood. The Suburban Neighborhood is characterized by single-family detached and attached homes, accessory dwelling units, townhomes, and duplexes supported by complimentary uses such as neighborhood-scale goods and services, parks, schools, and community gardens. The R-3 Zone District allows for the low- and medium-density residential development called for by the Regional Plan in the Suburban Neighborhood.

The applicant has provided a tentative site plan showing the proposed duplex at the subject property. As proposed, the duplex takes access from Cherry Ln and includes two attached garages – one for each dwelling unit. The site plan provides the required yard area in the front, side, and rear portions of the lot. Should the rezoning be approved, the applicant will need to obtain a building permit from the Building Department. At that time, staff will review the site for parking, driveway width, setbacks, architectural design, and building height to ensure it complies with City standards.

SITE CHARACTER AND COMPATIBILITY

Site Character:	The subject property is a corner lot located at intersection of Cherry Ln and Thatcher Ave. It sits undeveloped.
Neighborhood Compatibility:	North: County Zoning: storage, car detailing, restaurant, and single-family residences East: Highway and Arterial Business (B-3) Zone District: boat and RV storage, auto repair shop, South: Highway and Arterial Business (B-3) Zone District: single-family residences Single-Family Residential (R-1) Zone District: single-family residences West: Single-Family Residential (R-1) Zone District: single-family residences
Comprehensive Plan Compliance:	The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Suburban Neighborhood. The Suburban Neighborhood classification calls for primary land uses of single-family detached homes and secondary land uses of single-family attached homes; accessory dwelling units; duplexes; townhomes; neighborhood-scale commercial, retail, and services; parks; schools; community gardens; public facilities; and other complementary uses.

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)(XX) OF THE PMC:

One- and Two-Family Zone District Standards:

The standards of this district (R-3) are designed to retain and provide areas of higher density development characterized by single-family and two-family dwelling unit structures.

Minimum Lot Width: 50'

Subject Property Lot Width: 70'

Minimum Lot Size: 4,000 square feet

Subject Property Lot Size: 9,500 square feet

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.

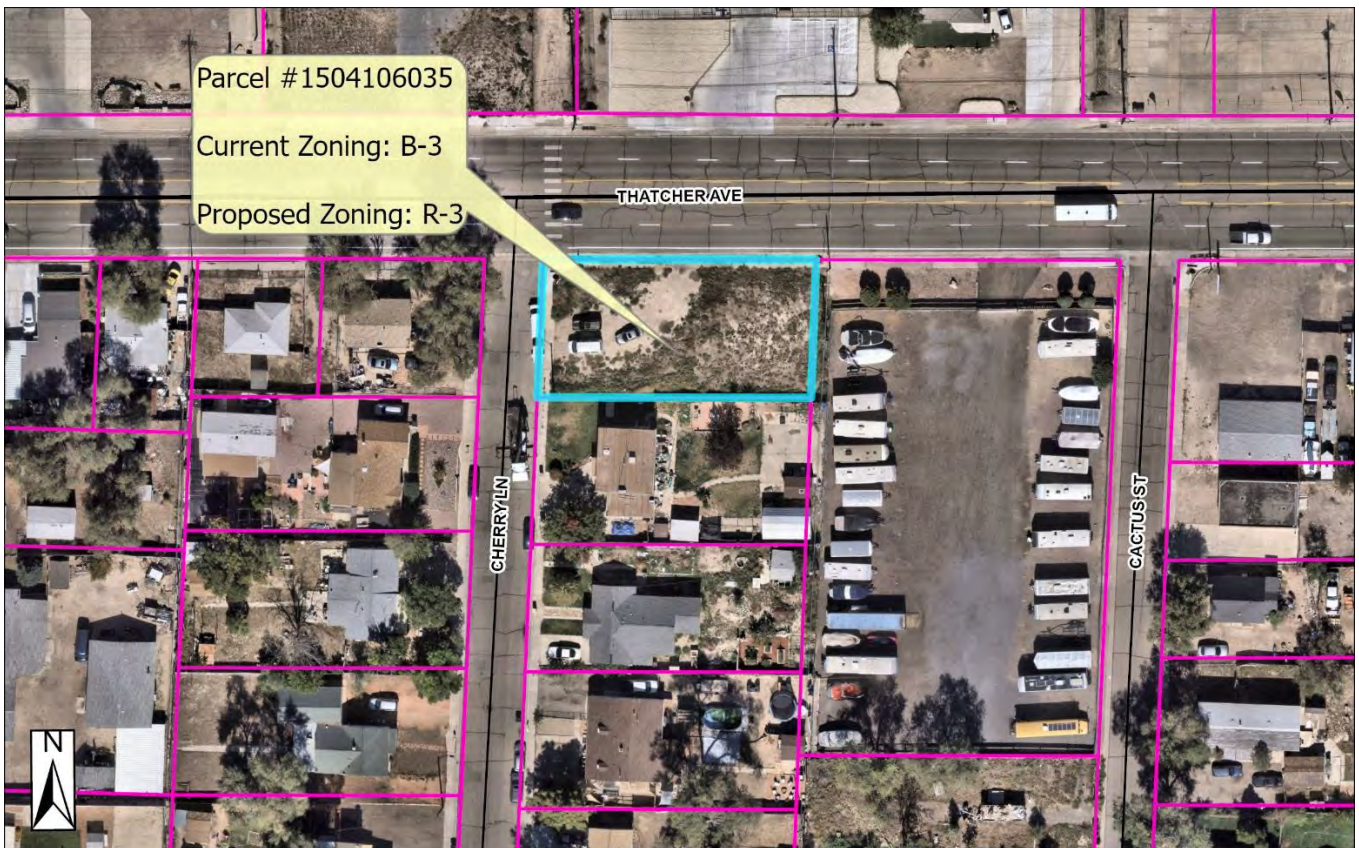
REFERRAL AGENCIES AND COMMENTS:

- 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 See attached Memo

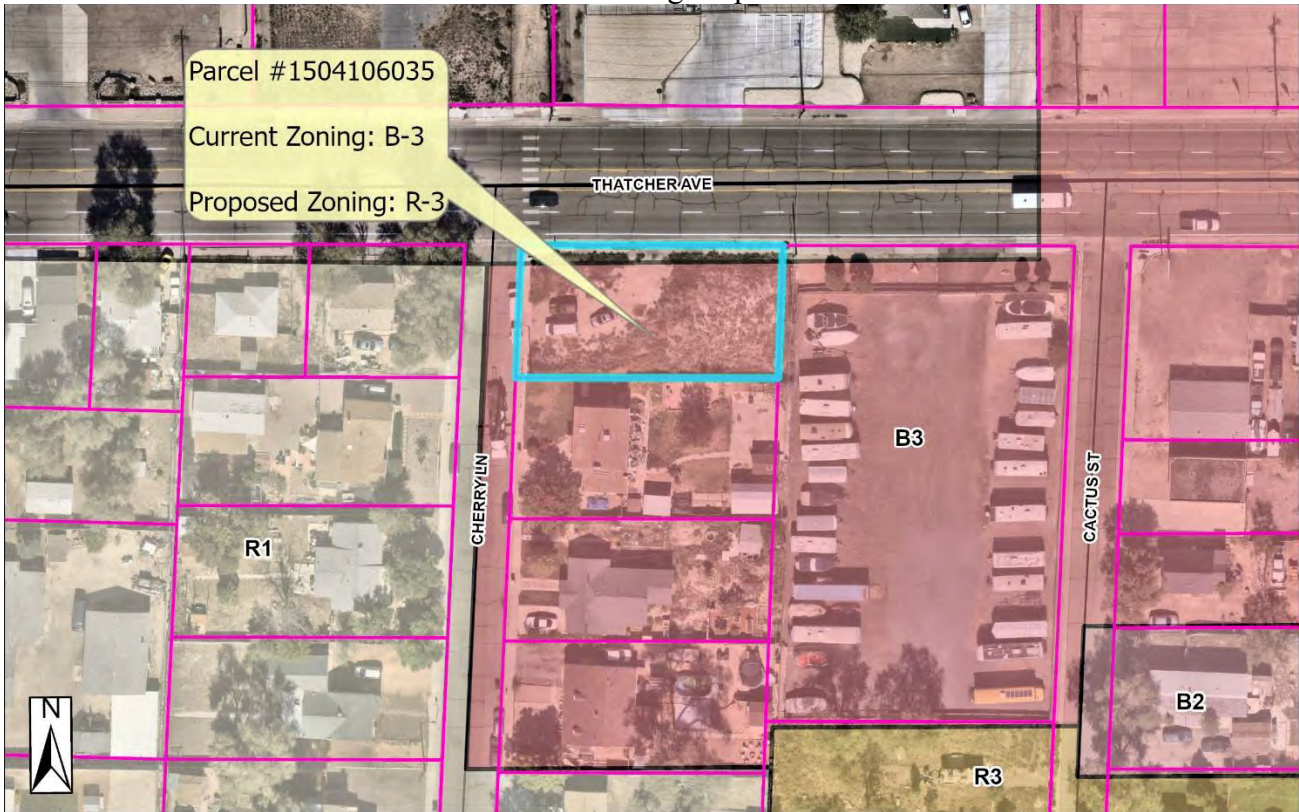
ATTACHMENTS:

- A. Aerial Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Public Notice Photo
- E. Site Photos
- F. Supporting Documents: Application, B-3 Info Sheet, CDOT Memo, Property Owner Affidavit, R-3 Info Sheet, Rezoning Exhibit, and Site Plan.

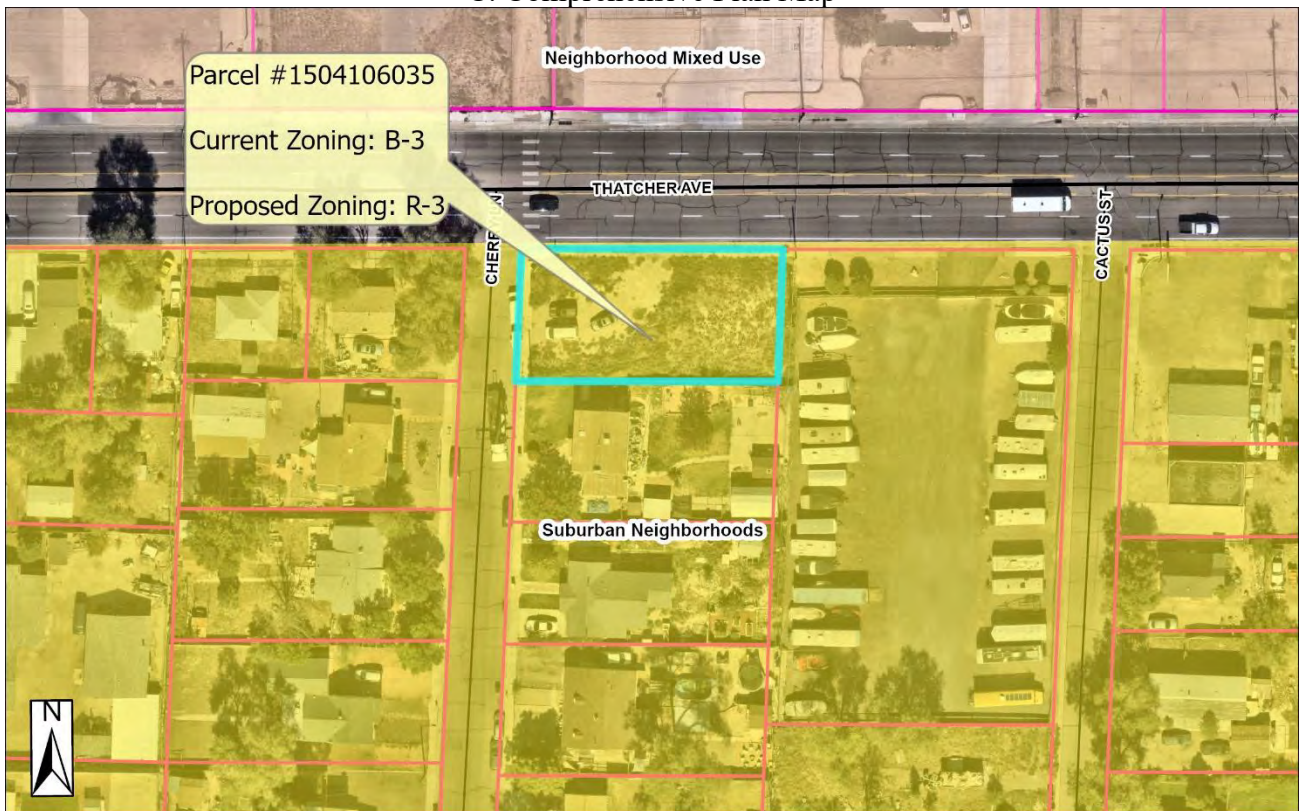
A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo



E. Site Photos







F. Supporting Documents: Application, Rezoning Exhibit, and Site Plan
To view the supporting documents, please see the following pages.

Planning & Zoning Application

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

		Property Owner		Applicant	
Contact Info	Name:	Douglas Veltri		Francis Blackford	
	Company:				
	Address:	4535 Goodnight Ave	Zip: 81005	Address: 5543 Maggiano PL.	Zip: 81005
	Phone:	(719) 250-0503		(719) 369-7070	
	Email:	douglas@veltricontractingllc.com		francisblackford@gmail.com	
		Engineer		Surveyor	
Property Info	Name:				
	Company:				
	Address:		Zip:	Address:	Zip:
	Phone: ()			Phone: ()	
	Email:			Email:	
	<i>The applicant will be the primary contact unless otherwise noted.</i>				
Project Scope	Project Location: (address or general description) Cherry Ln. + Thatcher Ave 81005				
	Parcel No(s): 1504106035				
	Existing Zone: B-3		Proposed Zone (if applicable): B-3		
	PUD Name (if applicable):				
Project Scope	Project Name: Blackford Duplex				
	<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 checked="" type="checkbox"/> Text Amendment				
	<input type="checkbox"/> Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____				
	<input type="checkbox"/> Other: _____				

(Continue Next Page)

(Continued from previous page)

Project Information	Provide a brief description of the proposed request: B-3 to R-3 to allow development of a two-unit duplex. The proposed use is compatible with the surrounding area, complies with R-3 development standards and provides appropriate residential infill with adequate on-site parking & utilities.	
	What is the total acreage included in the project? 0.22	
	What is the proposed use of the property? <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Multi-family <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Other	
	Are there any other pending or recently approved Land Use applications regarding this property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If yes, please list:	

Attachments	Attachment Checklist
	The following list of attachments are required to accompany all applications: <input type="checkbox"/> A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. <input type="checkbox"/> B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us) <input type="checkbox"/> C. Additional information as required by the P&Z Submittal Requirements Sheet .

Terms	By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:
	<ol style="list-style-type: none"> 1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections. 2. There are no known hazards or vicious animals present on the subject property. 3. All information contained in this application, is true and accurate to the best of my knowledge. 4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application. 5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures	Property Owner	
	Print Name:	Douglas S. Veltri
	Signature:	<i>Douglas S. Veltri</i> Date: 12/17/25
	Applicant, if different from Property Owner	
Print Name:	Francis Blackford	
Signature:	<i>Francis Blackford</i> Date: 12/17/25	

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

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

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

Setbacks: Front: 25' Side: 15'* Rear: 15'*

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

Coverage: 50%
 Floor Area Ratio: 1.5
 Max. Height: 50' (See Section 17-4-6 for additional setbacks required for structures over 35' in height)

Minimum Lot Width: 50'
 Minimum Lot Size: 5,000 Square Feet

Performance standards: § 17-4-5(1).

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

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

Landscape: Required. § 17-4-7

Public Sidewalks: § 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

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

Uses by right.

- | | | |
|-----------------------------------|-----------------------------------|------------------------------|
| 52. Pawnshop | 62. Restaurant | 71. School, general |
| 53. Pet shop | 63. Restaurant, carry-out | 72. School, preschool |
| 54. Pharmacy | 64. Retail sales, auto parts | 73. Temporary farmers market |
| 55. Photography studio | 65. Retail sales, big box | 74. Theater, general |
| 56. Precious metal purchaser | 66. Retail sales, garden center | 75. Theater, multiplex |
| 57. Print shop | 67. Retail sales, general | 76. Truck stop |
| 58. Public utilities | 68. Retail sales, liquor store | 77. Urgent care facility |
| 59. Recreation facilities, indoor | 69. Retail sales, tires | 78. Wedding facility |
| 60. Religious institution | 70. School, college or university | |
| 61. Residence, established | | |

Uses by review.

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

Conditional uses:

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



COLORADO

Department of Transportation

Region 2

Traffic & Safety - Access Permits

SH-096A /Z-25-27 Rezone Thatcher & Cherry Ln.
City of Pueblo

January 20, 2026

Hannah Prinzi,
Planning and Community Development
211 E D St
Pueblo, CO 81003

RE: Z-25-27 Rezone Thatcher & Cherry Ln.

Hannah,

I am in receipt of a referral request for comments for Z-25-27 Rezone Thatcher & Cherry Ln. Lot 1 Block 1 Parkview Sub, (Parcel # 1504106035). The submittals have been reviewed by CDOT. After review of all submitted documents, we have the following comments:

- A State Highway Access Permit will be required to document a change in use in terms of access operation. CDOT is requesting that with the rezone, access on State Highway 096A be closed.
- Access to the property will be gained from local roadway system via Cherry Ln.
- CDOT would like to review any drainage reports.

Please contact me at 719-924-2930 or kimberly.blanchard@state.co.us with any questions.

Sincerely,

Kimberly Blanchard

Kimberly Blanchard
CDOT R2 Access Management Trainee

xc: Andrew E Hayes, Director of Public Work, ahayes@pueblo.us
Douglas Veltri - douglas@veltricontractingllc.com
Francis Blackford - francisblackford@gmail.com
Lancaster / file



Property Owner Affidavit

Please type or **print** clearly. Illegible applications will not be accepted.

Property Owner:		
Name: Douglas Velti	Company:	
Address: 4535 Goodnight Ave		
City: Pueblo	State: CO	Zip: 81005
Phone: (719) 250-0503	Email: doug@velticontractingllc.com	
Applicant:		
Name: Francis Blackford	Company:	
Phone: (719) 369-7070	Email: francisblackford@gmail.com	
Property Address: Parcel No: 1504106035		

I, Douglas S. Velti, hereby state that I am the owner of record of the property located at 1504106035, Lot 1 Blk 1 Parkview Sub Less NLY Pueblo, Colorado, and further acknowledge that by signing this affidavit I authorize the submission of an application for a Rezoning at said location.
(application type)

Douglas S. Velti
Signature of Property Owner

12/17/25
Date

Zone District: **R-3** (One and Two-Family Residential District)

Purpose. The standards of this district (R-3) are designed to retain and provide areas of higher density development characterized by single-family and two-family dwelling unit structures.

Setbacks:	Front 25'	Side 5'	Rear 15'
Coverage:	50%		
Max. Height	35'		
Minimum Lot Width:	50'		
Minimum Lot Size:	4,000 Square Feet (*1)		

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

(*1) Six (6) or more family dwelling unit structures shall have a minimum of eight thousand (8,000) square feet of lot area or one thousand (1,000) square feet per dwelling unit, whichever is greater, and shall provide at least twenty percent (20%) of the parcel in landscaped open space.

Single Family Homes: § 17-4-11 Single family home placement standards

Off Street Parking § 17-4-42 Off-street parking residential.

Landscape: Not required

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

Public Sidewalks: § 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

- | | | |
|---|---|-----------------------------------|
| 1. Accessory community garden | 4. Manufactured home, one-family | 7. Residence, townhouse |
| 2. Accessory dwelling unit, established | 5. Residence, accessory dwelling unit (ADU) | 8. Residence, two-family (duplex) |
| 3. Home, Disabled | 6. Residence, one-family | |

Uses by review.

- | | | |
|--------------------------------------|-----------------------------------|-----------------------------------|
| 1. Accessory pigeon and dove keeping | 8. Funeral home | 15. Public utilities |
| 2. Bed and breakfast home | 9. Home, Children | 16. Recreation facilities, indoor |
| 3. Bed and breakfast inn | 10. Home, elderly | 17. Religious institution |
| 4. Charitable institution | 11. Home, elderly foster | 18. Residence, multifamily |
| 5. Child care center | 12. Home, Foster | 19. Wedding facility |
| 6. Commercial, established | 13. Parking lot | |
| 7. Community center | 14. Parks, trails, and open space | |

Conditional uses:

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

Parcel #1504106035

Current Zoning: B-3

Proposed Zoning: R-3

THATCHER AVE

CHERRY LN

CACTUS ST

R1

B3

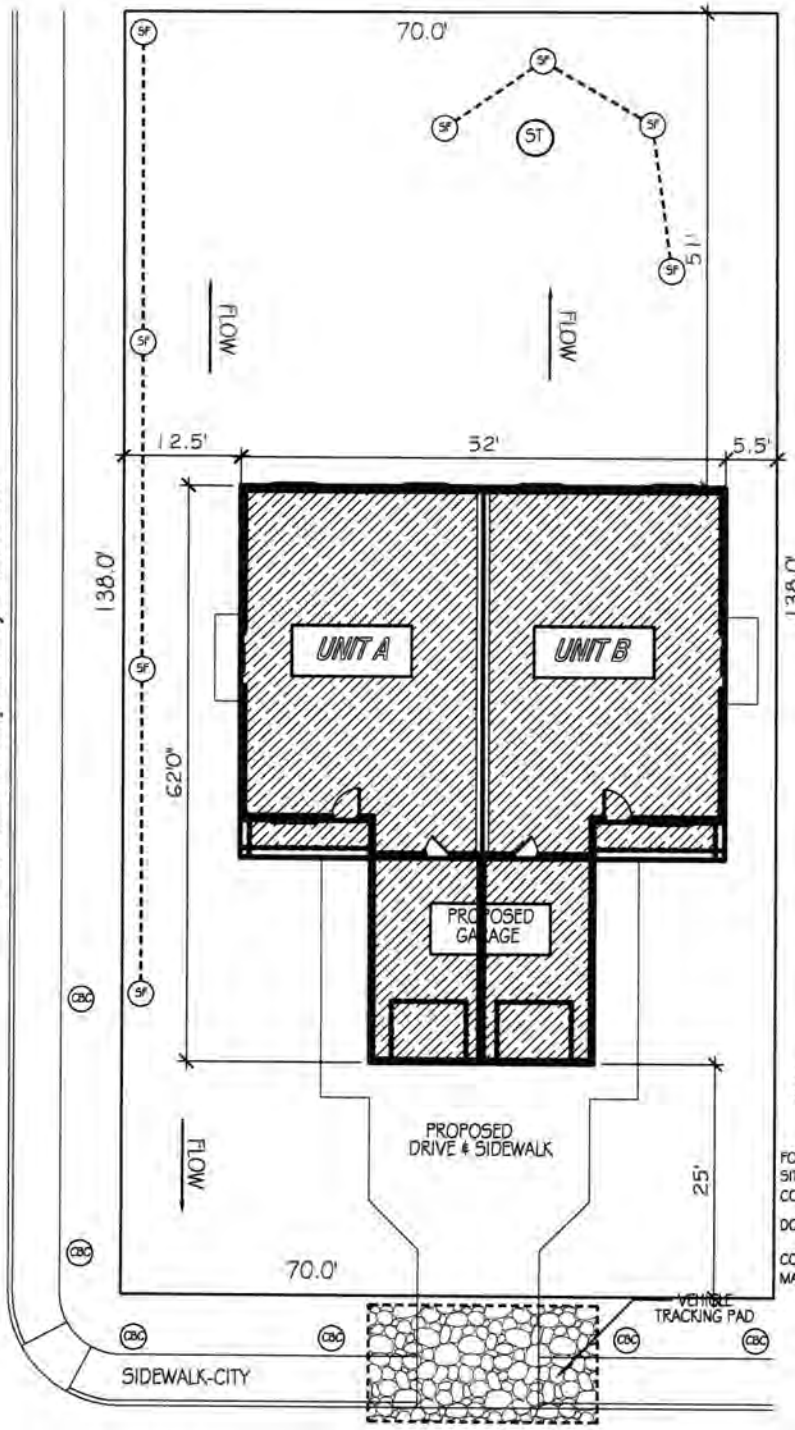
B2

R3



Legal Description: LOT 1 BLK 1
PARKVIEW SUB LESS NLY 19 FT
SOLD COUNTY

THATCHER BLVD (PUEBLO) COLORADO



CHERRY LANE (PUEBLO) COLORADO

IMPERVIOUS AREA CALCULATIONS

BUILDING (INCLUDING ROOFTOP O.H.)	2560.0
PATIO	0.0
DELIVERY AREA/ DRIVEWAY	500.0
PARKING LOT	n/a
SIDEWALKS	0.0
TOTAL IMPERVIOUS AREA	3060.0

SINGLE FAMILY RESIDENCE

TIER #1	\$2.65	0.0-2000 FT.
TIER #2	\$4.63	2001.0-4000 FT.
TIER #3	\$8.27	4001.0+ FT.

ALL OTHERS:
 MULTIPLY THE SQ. FEET OF TOTAL IMPERVIOUS AREA
 AREA BY \$.00162
 SQ. FTG. 3060.0 x \$.00162 = \$4.95 (charge per month)

NO CROSS LOT DRAINAGE PERMITTED. STORMWATER SHALL BE DIRECTED TO THE NEAREST PUBLIC RIGHT OF WAY (STREETS AND ALLEYS), DEDICATED DRAINAGE EASEMENTS, AND/OR CITY OF PUEBLO STORMWATER CONVEYANCE SYSTEM.

- (ST) STOCK PILE
- (WM) WASTE MANAGEMENT
- (SF) SILT FENCE
- (CBC) CUT BACK CURB

FLOW LOT SLOPE- DRAINAGE DIRECTION



VEHICLE TRACKING PAD AT ENTRANCE

STREET, CURB AND GUTTER WILL BE CLEANED AND MAINTAINED DAILY, WITH SEDIMENT TRAP AT FRONT OF PROPERTY CURBHEAD.
 CBC (CUT BACK CURB)-SEDIMENT CONTROL AT BACK OF CURB.
 CONCRETE AREA WASHOUT AT _____

FOR TEMPORARY STOCKPILES ON THE INTERIOR PORTION OF A CONSTRUCTION SITE WHERE OTHER DOWN GRADIENT CONTROLS, INCLUDING PERIMETER CONTROL, ARE IN PLACE, STOCKPILE PERIMETER CONTROLS MAY BE REQUIRED. DOWNSTREAM PROTECTION, AND OFF SITE PERIMETER CONTROL ARE PROVIDED BY DEVELOPER. CONCRETE SUPPLIERS AND INSTALLER WILL BE REMOVING ALL CONCRETE DEBRIS AND EXTRANEALUS MATERIAL DURING CONSTRUCTION, SO NO CONCRETE WASHOUT IS BEING PROVIDED.



1
ONE

PLOT PLAN SCALE: 1" = 20'-0"

BUILDER/OWNER: THE BLACKFORD DUPLEX MODEL
 DATE: 12-2025
 ADDRESS: CHERRY LANE & THATCHER BLVD. (PUEBLO) COLORADO
 LEGAL DESCRIPTION: LOT 1 BLOCK 1 PARKVIEW SUB LESS NLY 19 FT SOLD COUNTY PARCEL SCHEDULE # 15-041-06-035

ATT. DAVE WEIRICH
 702 POLK STREET
 PUEBLO, COLORADO 81004
 (719) 299-4784 fax
 (719) 240-9468 cell
 (719) 744-0544 office
 EMAIL-dave@advanceddb.com
 EMAIL-david.weirich@yahoo.com



February 20, 2026

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

Z-25-27 Rezone: A rezoning of 0.22 acres at the southeast corner of Thatcher Ave and Cherry Ln from Highway and Arterial Business (B-3) to a One- and Two-Family Residential (R-3) Zone District.

The Planning and Zoning Commission meeting will be held on **March 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

February 20, 2026

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

Z-25-27 Rezone: A rezoning of 0.22 acres at the southeast corner of Thatcher Ave and Cherry Ln from Highway and Arterial Business (B-3) to a One- and Two-Family Residential (R-3) Zone District.

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

CASE NUMBER Z-25-27

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 Parcel 1504106035 CHERRY AND THATCHER SE CORNER to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

February 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 Zoning Map Amendment of the property located at Parcel 1504106035 CHERRY AND THATCHER SE CORNER, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

February 2026

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Own	OwnerZip
REALMAD HOLDINGS AND INVESTMENTS	13866 VANCE LN	MANTOWISH W WI		54545-6360
DE MARCO MICHAEL	189 COLUMBINE RD	WOODLAND PAI CO		80863-8121
DELAO JOSEPH/DELAO TRUDY	2 DESTINO PL	PUEBLO	CO	81005-2908
KING SHAWN F/KING DIANA L	244 S BAILEY DR	PUEBLO WEST	CO	81007-1624
VELTRI DOUGLAS	4535 GOODNIGHT AVE	PUEBLO	CO	81005
VINCENT ELAINE M	4605 THATCHER AVE	PUEBLO	CO	81005-1040
LUCERO MARYANN L	4612 THATCHER AVE	PUEBLO	CO	81005-1041
THATCHER AVENUE STORAGE LLC	4625 THATCHER AVE	PUEBLO	CO	81005-1040
LUSERO JACK C	4700 THATCHER AVE	PUEBLO	CO	81005-1022
SANTARELLI JUDY J/CULLEN PHILLIP E	4801 THATCHER AVE	PUEBLO	CO	81005-1023
QUINTANA BERNARDO	501 CHERRY LN	PUEBLO	CO	81005-1429
ZOOROB RONZA	5039 PRAIRIE GRASS LN	COLORADO SPRI CO		80922-2217
SHIELDS RODNEY/SHIELDS MARLENE I	506 CHERRY LN	PUEBLO	CO	81005-1430
SMITH WILLIAM G	506 CACTUS ST	PUEBLO	CO	81005-1426
SALSBURY ORMAGENE	508 WINDY WAY	PUEBLO	CO	81005-1422
BEASCHOCHEA ARGELIA	513 CHERRY LN	PUEBLO	CO	81005-1429
4417 THATCHER AVE LLC	516 ARDATH LN	PUEBLO	CO	81005-1402
SWARTZ ROY	518 CHERRY LN	PUEBLO	CO	81005-1430
SOLEM KEVIN	519 CHERRY LN	PUEBLO	CO	81005-1429
MEDINA RAYMOND A/MEDINA JEAN K	520 MELBOURNE ST	PUEBLO	CO	81005-1448
CAFFEY SANDRA A	522 MELBOURNE ST	PUEBLO	CO	81005-1448
HOLDERMAN FRANKIE T/HOLDERMAN EL	524 CACTUS ST	PUEBLO	CO	81005-1426
SPEIER TIMOTHY WESLEY	530 CHERRY LN	PUEBLO	CO	81005-1430
LIEBNOW RANDAL A	531 CHERRY LN	PUEBLO	CO	81005-1429
VICTOR JOSE / ROJAS ROSARIO	531 S PRAIRIE AVE	PUEBLO	CO	81005-1723
GRADISAR NICHOLAS/GRADISAR ANTHON	5606 BELLAGIO WAY	PUEBLO	CO	81005-5568
HALL JOHN/HALL JANELLE LIVING TRUST	64 LOYOLA LN	PUEBLO	CO	81005-1655
LEWIS GARY A	810 SAN ANGELO AVE	PUEBLO	CO	81005-1548
MARKOFF ALENE/HUBER CLIFFORD L P	816 S SWEETWATER DR	PUEBLO WEST	CO	81007-7020
RIVERA LIVING TRUST	999 W CAMINO PABLO DR	PUEBLO WEST	CO	81007-3153
WEATHERS JOSEPH	PO BOX 54	BUENA VISTA	NM	87712



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

BORMAN AVE

189.59 ft

1502120011

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.

1502120010

1502120009

1502120009

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.

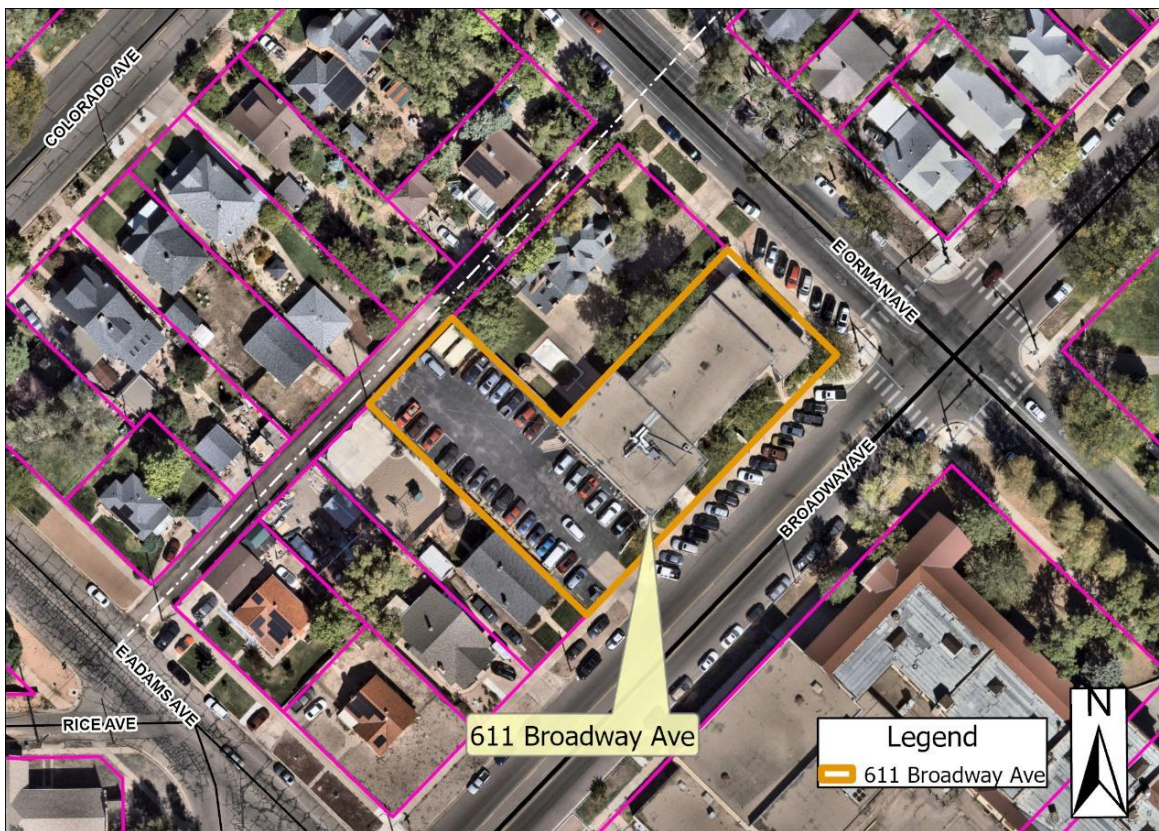
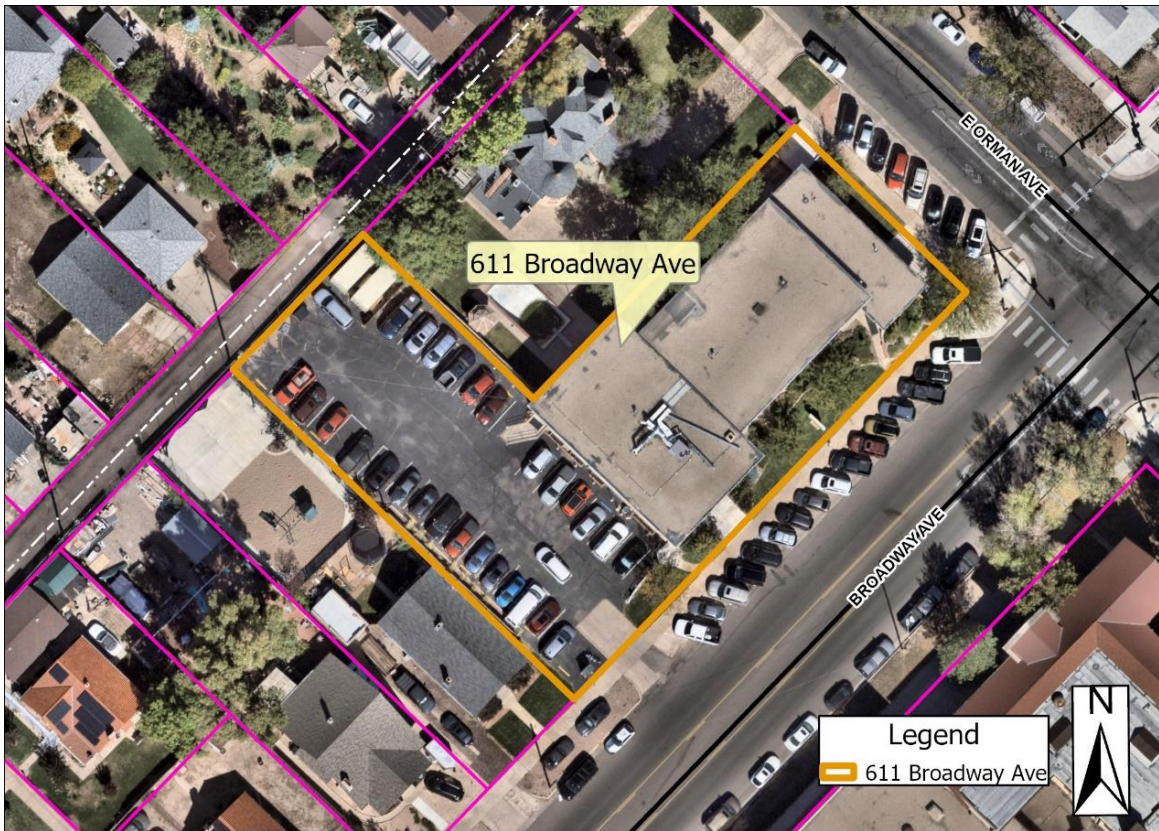
REFERRAL AGENCIES AND COMMENTS:

- 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

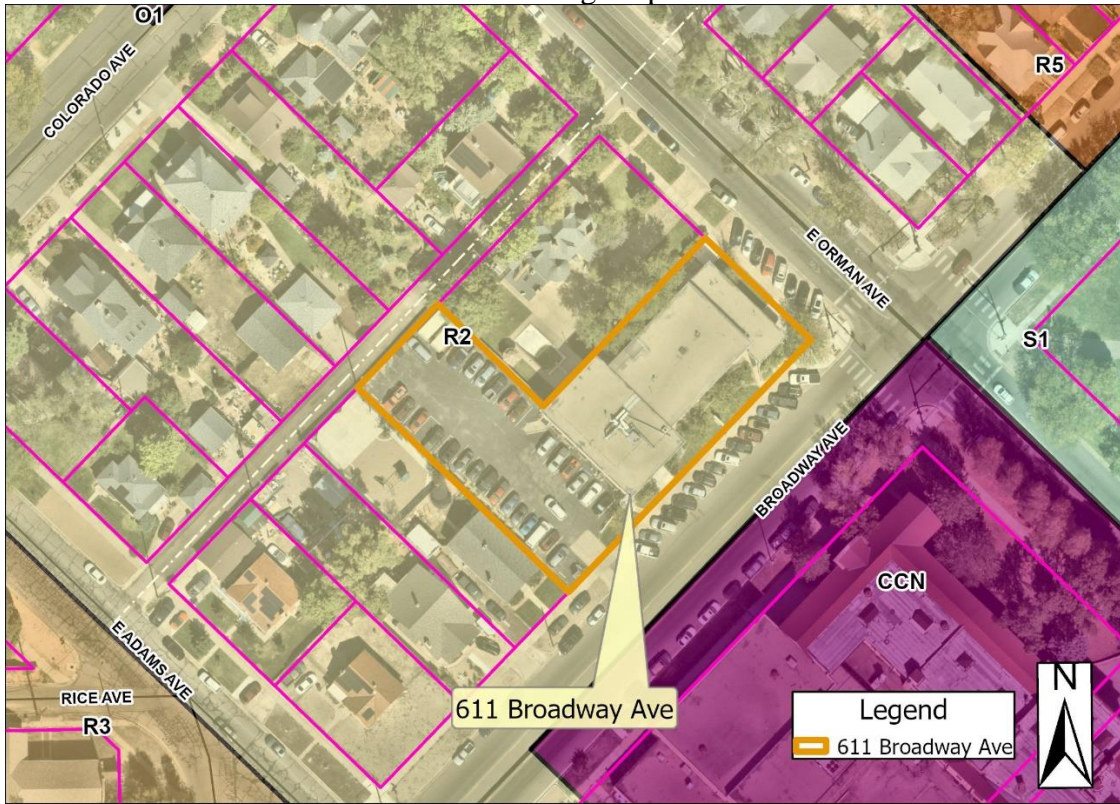
ATTACHMENTS:

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

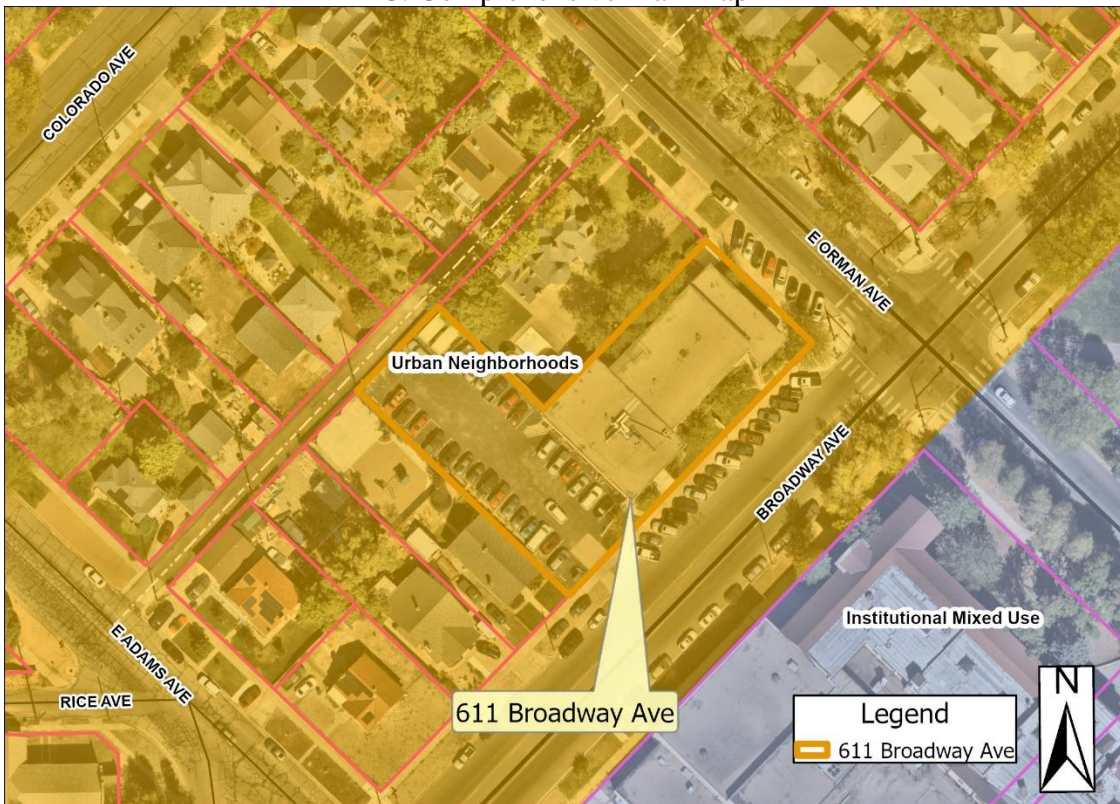
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B. Zoning Map



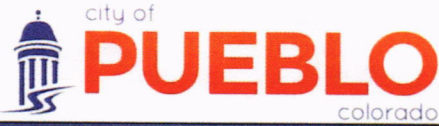
C. Comprehensive Plan Map



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)

(Continued from previous page)

Statement of Facts:

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

Description of area surrounding proposed development:

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

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

Estimated date for beginning project:

Estimated date for completion of project: ASAP.

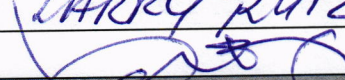
A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

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

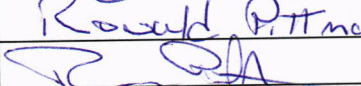
By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

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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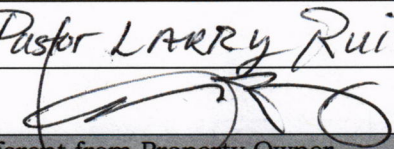
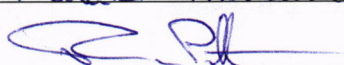
Planning & Zoning Application

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:		Address:	
Zip:		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

189.59 ft

1502120011

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.

1502120010

1502120009

1502120009

BROADWAY AVE

BORMAN AVE

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

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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

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.

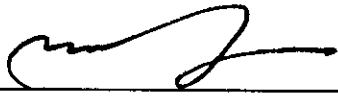
The President of the City Council is authorized to execute the Agreement for Community Services Planning, Administration and Accountability Services in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 4.

Resolution 9891 is hereby rescinded in its entirety.

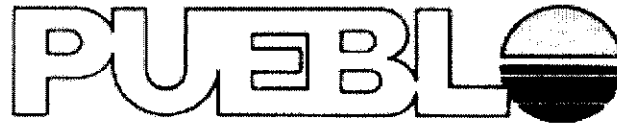
INTRODUCED July 14, 2003

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.

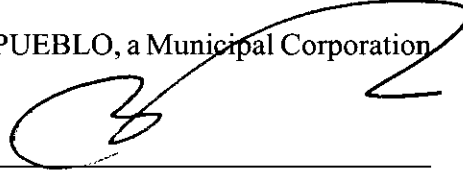
IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:



City Clerk

CITY OF PUEBLO, a Municipal Corporation

By 

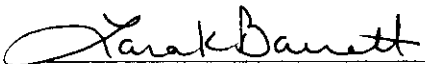
President of the City Council

APPROVED AS TO FORM:



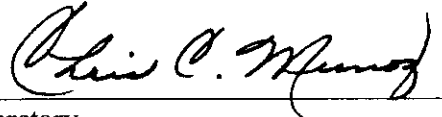
City Attorney

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.