



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS - CITY HALL
#1 CITY HALL PLACE
MONDAY, January 10, 2022 7:00 P.M.**

Individuals Requiring Special Accommodations Should Notify the City Clerk's Office (719) 553-2669 by Noon on the Friday Preceding the Meeting.

- A. CALL TO ORDER: President Lawrence W. Atencio
- B. INVOCATION: Ken Wood, The Avenue Church
- C. PLEDGE OF ALLEGIANCE
- D. ROLL CALL
- E. OATH OF OFFICE:
 - Dennis E. Flores, Council Member At-Large

 - Heather Graham, Council Member At-Large

 - Regina Maestri, Council Member District 1

 - Sarah Martinez, Council Member District 3

 - Vicente Martinez Ortega, Council Member District 4
- F. ELECTION OF OFFICERS:
 - President
 - ELECTED COUNCIL MEMBER ASSUMES PRESIDENCY**
 - Vice President
 - Appointment of Executive Committee Chairperson
- G. SPECIAL RECOGNITIONS
- H. PUBLIC FORUM
- I. COUNCIL MEMBER AND MAYOR COMMENTARY
- J. REVIEW AND APPROVAL OF THE AGENDA
 - Required Council Action:** Review Agenda page by page. Amend the Agenda or Motion to Approve the Agenda as distributed.
- K. READING AND APPROVAL OF MINUTES
 - Required Council Action:** Motion to dispense with the reading and approve the

Minutes of the Regular Meeting dated **Monday, December 27, 2021** as distributed.

Documents:

[12-27Minutes.pdf](#)

L. CONSENT AGENDA

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

M. RESOLUTIONS

M.1. A RESOLUTION CONFIRMING THE APPOINTMENTS BY THE MAYOR OF JOCELYN MARTINEZ AND AMY SCOBY TO THE HISTORIC PRESERVATION COMMISSION

Documents:

[Resolution_14783.pdf](#)
[Jocelyn Martinez Application.pdf](#)
[Amy Scoby Application.pdf](#)

M.2. A RESOLUTION CONFIRMING THE APPOINTMENTS BY THE MAYOR OF LOUIE CARLEO AND RALPH WILLIAMS TO THE PUEBLO URBAN RENEWAL AUTHORITY

Documents:

[Resolution_14784.pdf](#)
[Carleo Application.pdf](#)
[Williams Application.pdf](#)

M.3. A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF SUSAN ANDERSON TO THE COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS (CCHH)

Documents:

[Resolution_14785.pdf](#)
[Anderson Application.pdf](#)

M.4. A RESOLUTION RATIFYING THE APPOINTMENT OF TWO TRUSTEES TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES

Documents:

[Resolution_14786.pdf](#)

N. ORDINANCES – FIRST PRESENTATION

N.1. AN ORDINANCE APPROVING AN AMENDMENT TO THE GRANT AGREEMENT WITH THE COLORADO HEALTH FOUNDATION, ACCEPTING AN ADDITIONAL GRANT IN THE AMOUNT OF \$13,600, BUDGETING AND APPROPRIATING THE GRANT FUNDS INTO PROJECT NO. CI2014, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

[Ordinance_N-1.pdf](#)
[Grant Increase Letter.pdf](#)
[2021 Grant Agreement.pdf](#)

- N.2. AN ORDINANCE APPROVING A COOPERATIVE PURCHASING AGREEMENT FOR TRANSIT BUSES BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND THE STATE OF WASHINGTON ACTING BY AND THROUGH THE DEPARTMENT OF ENTERPRISE SERVICES, A WASHINGTON STATE GOVERNMENTAL AGENCY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

[Ordinance_N-2.pdf](#)
[Agreement.pdf](#)

- N.3. AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE COUNTY OF PUEBLO EXTENDING PUBLIC TRANSIT SERVICES WITHIN THE UNINCORPORATED AREAS OF PUEBLO COUNTY, COLORADO

Documents:

[Ordinance_N-3.pdf](#)
[Agreement.pdf](#)

- N.4. AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE WILDHORSE ANNEXATION 1 TO THE CITY OF PUEBLO DESCRIBED AS 80.40 ACRES OF LAND LOCATED NORTH OF THE U.S. HIGHWAY 50 WEST AND THE PUEBLO BOULEVARD INTERCHANGE

Documents:

[Ordinance_N-4.pdf](#)
[Wildhorse Annexation Agreement.pdf](#)
[P_Z Report.pdf](#)

- N.5. AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE WILDHORSE ANNEXATION 2 TO THE CITY OF PUEBLO DESCRIBED AS 98.98 ACRES OF LAND LOCATED NORTH AND WEST OF THE WILDHORSE ANNEXATION 1 AND EAST AND WEST OF WILDHORSE ROAD

Documents:

[Ordinance_N-5.pdf](#)
[P_Z Report.pdf](#)

- N.6. AN ORDINANCE RESCINDING ORDINANCE NO. 10020 AND THE ASSOCIATED 2021 COOPERATIVE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, THE PUEBLO ZOOLOGICAL SOCIETY, A COLORADO NONPROFIT CORPORATION AND THE COLORADO DEPARTMENT OF CORRECTIONS, AN AGENCY OF THE STATE OF COLORADO, FOR LANDSCAPING SERVICES AT THE PUEBLO ZOO

Documents:

[Ordinance_N-6.pdf](#)

- N.7. AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE RELEASE OF CERTAIN REAL PROPERTY FROM THE EXISTING LEASED PROPERTY UNDER THE LEASE PURCHASE AGREEMENT DATED AS OF NOVEMBER 12, 2014, AS AMENDED, BETWEEN THE CITY AND THE

CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION AND
AUTHORIZING THE MAYOR AND THE CITY CLERK TO TAKE ALL NECESSARY AND
APPROPRIATE ACTIONS RELATING TO SAME

Documents:

[Ordinance_N-7.pdf](#)
[Second Amendment to LED Lease Purchase Agreement.pdf](#)
[First Amendment Site Lease.pdf](#)
[Second Supplemental Indenture.pdf](#)
[Colorado Municipal Building Corporation Resolution.pdf](#)

N.8. AN ORDINANCE AMENDING SECTION 3 OF CHAPTER 11 OF TITLE XVI OF THE
PUEBLO MUNICIPAL CODE RELATING TO SANITARY SEWER CONNECTION FEES
AND PLANT INVESTMENT FEES

Documents:

[Ordinance_N-8.pdf](#)

O. APPROVAL OF CONSENT AGENDA

- O.1. I Move To Approve All Resolutions Set Forth In The Consent Agenda; Pass The
Ordinances Of The Consent Agenda, Setting The Public Hearings For Monday, January
24, 2022, And Order The Ordinances To Be Published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

R. ORDINANCES – FINAL PRESENTATION

- R.1. AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT BETWEEN
THE CITY OF PUEBLO, THROUGH THE PUEBLO POLICE DEPARTMENT, AND FORT
HAYS STATE UNIVERSITY, ADMINISTERED BY THE U.S. DEPARTMENT OF
JUSTICE, ACCEPTING \$53,186 FOR COMMUNITY POLICING DEVELOPMENT AND
DE-ESCALATION TRAINING, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND
ESTABLISHING PROJECT NUMBER PS2113

Documents:

[Ordinance_10094.pdf](#)
[Memorandum of Understanding.pdf](#)

- R.2. AN ORDINANCE AMENDING ZONING RESTRICTIONS OF 2101 WEST 20TH STREET
FROM R-2, SINGLE FAMILY RESIDENTIAL AND S-3, FLOOD PLAIN DISTRICT TO
CCN, COMMERCIAL CHARTER NEIGHBORHOOD DISTRICT

Documents:

[Ordinance_10095.pdf](#)
[P_Z Report.pdf](#)

- R.3. AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 2729
FARABAUGH LANE FROM B-3, HIGHWAY AND ARTERIAL BUSINESS DISTRICT TO
BP, BUSINESS PARK DISTRICT

Documents:

[Ordinance_10096.pdf](#)
[P_Z Report.pdf](#)

R.4. AN ORDINANCE CHANGING THE STREET NAME OF PALMER AVENUE TO LAKESHORE DRIVE

Documents:

[Ordinance_10097.pdf](#)
[P_Z Report.pdf](#)

R.5. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBORDINATION OF DEED OF TRUST AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MOUNTAIN VIEW TOWNHOMES, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP AND THE COLORADO HOUSING AND FINANCE AUTHORITY, A BODY CORPORATE AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO RELATING TO THE MOUNTAIN VIEW TOWNHOMES PROJECT

Documents:

[Ordinance_10098.pdf](#)
[Subordination of Deed of Trust and Agreement.pdf](#)

R.6. AN ORDINANCE AMENDING SECTION 3 OF CHAPTER 1 OF TITLE IX OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CONFIDENTIALITY OF BUSINESS LICENSE INFORMATION

Documents:

[Ordinance_10099.pdf](#)

ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
MONDAY, DECEMBER 27, 2021
MINUTES**

- A. CALL TO ORDER** President Lawrence W. Atencio
- B. INVOCATION** Pastor Josh Richardson, Pueblo Christian Center
- C. PLEDGE OF ALLEGIANCE**
- D. ROLL CALL**

Council Members Present: Mark Aliff, Larry Atencio, Ed Brown, Dennis Flores, Zolanye McCulley-Bachicha and Bob Schilling.

Council Members Present via Zoom: Lori Winner.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Nicholas A. Gradisar, City Attorney Daniel Kogovsek, Chief of Staff Laura Solano, Deputy City Clerk Vincent Petkosek

E. SPECIAL RECOGNITIONS

- Outgoing City Council Member Zolanye McCulley-Bachicha
- Outgoing City Council Member Ed Brown
- Outgoing City Council Member Mark Aliff
- Outgoing City Council Member Bob Schilling

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Mayor Gradisar thanked all outgoing City Council members. Mayor Gradisar gave a COVID update. The positive rate was up per 100,000 people to 211.4 up from 171.0. The one-week positivity rate was up 6.1% from 4.4%. The hospitals had 12 days declining or stabilize hospital rates. The Omicron variant was detected in the City of Pueblo's wastewater. Mayor Gradisar recognized the IT Department (Lori Pinz) on receiving a Digital City Award for cyber security and compliance. Mayor Gradisar commented about January 1st, 2022, being the deadline for vacant properties fee.

Council members expressed comments regarding the departing City Council members.

H. REVIEW AND APPROVAL OF AGENDA

The agenda was reviewed page by page. Mr. Brown, seconded by Mr. Shilling, moved to approve the agenda.

**REGULAR CITY COUNCIL MEETING
DECEMBER 27th, 2021
PAGE TWO**

MINUTES

Roll Call - Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

I. READING AND APPROVAL OF MINUTES

Mr. Brown, seconded by Mr. Schilling, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **Monday, December 13th, 2021**, as distributed.

Roll Call - Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

K. CONSENT AGENDA

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

L. COMMUNICATIONS

L-1 NONE SUBMITTED

M. RESOLUTIONS

M-1 RESOLUTION NO 14777 RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$243,051 WITH TOLIN MECHANICAL SYSTEMS COMPANY FOR THE EMERGENCY REPAIR OF THE FIRE ALARM AND DETECTION SYSTEM IN THE POPE BLOCK BUILDING UNDER PROJECT NO. 21A-049 (ED0801) AND APPROVING PURCHASING AGENT'S EXECUTION OF SAME

M-2 RESOLUTION NO 14778 APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND RUBINBROWN, LLP, CERTIFIED PUBLIC ACCOUNTANTS, RELATING TO PROFESSIONAL AUDITING SERVICES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

M-3 RESOLUTION NO 14779 CONFIRMING THE APPOINTMENT BY THE MAYOR OF AARON LUCERO TO THE PUEBLO HUMAN RELATIONS COMMISSION – CITY APPOINTMENT

M-4 RESOLUTION NO 14780 CONFIRMING THE APPOINTMENTS BY THE MAYOR OF ASHLEIGH WINANS AND SHANNA FARMER TO THE COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS (CCHH)

N. ORDINANCES – FIRST PRESENTATION

N-1 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, THROUGH THE PUEBLO POLICE DEPARTMENT, AND FORT HAYS STATE UNIVERSITY, ADMINISTERED BY THE U.S. DEPARTMENT OF JUSTICE, ACCEPTING \$53,186 FOR COMMUNITY POLICING DEVELOPMENT AND DE-ESCALATION TRAINING, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND ESTABLISHING PROJECT NUMBER PS2113 – *submitted for First Presentation*

**REGULAR CITY COUNCIL MEETING
DECEMBER 27th, 2021
PAGE THREE**

MINUTES

Public Hearing was Set for Monday, January 10, 2022, Notice of Hearing was Ordered Published by Title.

- N-2 AN ORDINANCE AMENDING ZONING RESTRICTIONS OF 2101 WEST 20TH STREET FROM R-2, SINGLE FAMILY RESIDENTIAL AND S-3, FLOOD PLAIN DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD DISTRICT – submitted for First Presentation**

Public Hearing was Set for Monday, January 10, 2022, Notice of Hearing was Ordered Published by Title.

- N-3 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 2729 FARABAUGH LANE FROM B-3, HIGHWAY AND ARTERIAL BUSINESS DISTRICT TO BP, BUSINESS PARK DISTRICT – submitted for First Presentation**

Public Hearing was Set for Monday, January 10, 2022, Notice of Hearing was Ordered Published by Title.

- N-4 AN ORDINANCE CHANGING THE STREET NAME OF PALMER AVENUE TO LAKESHORE DRIVE – submitted for First Presentation**

Public Hearing was Set for Monday, January 10, 2022, Notice of Hearing was Ordered Published by Title.

- N-5 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBORDINATION OF DEED OF TRUST AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MOUNTAIN VIEW TOWNHOMES, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP AND THE COLORADO HOUSING AND FINANCE AUTHORITY, A BODY CORPORATE AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO RELATING TO THE MOUNTAIN VIEW TOWNHOMES PROJECT – submitted for First Presentation**

Public Hearing was Set for Monday, January 10, 2022, Notice of Hearing was Ordered Published by Title.

- N-6 AN ORDINANCE AMENDING SECTION 3 OF CHAPTER 1 OF TITLE IX OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CONFIDENTIALITY OF BUSINESS LICENSE INFORMATION – submitted for First Presentation**

Public Hearing was Set for Monday, January 10, 2022, Notice of Hearing was Ordered Published by Title.

O. APPROVAL OF CONSENT AGENDA

Mr. Brown, seconded by Mr. Schilling moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for **Monday, January 10, 2022**, and Order the Ordinances to be published **BY TITLE**.

Roll Call - Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

**REGULAR CITY COUNCIL MEETING
DECEMBER 27th, 2021
PAGE FOUR**

MINUTES

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q-1 RESOLUTION NO 14781 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2021 GENERAL FUND BUDGET TO THE RON SERNA ANTI BULLY PROGRAM, A COLORADO NONPROFIT CORPORATION, IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2,000) TO SPONSOR MURAL RENOVATION IN PLAZA VERDE PARK**

A staff report and detailed review of the Resolution was given by Larry Atencio, President of City Council.

Mr. Schilling, seconded by Mr. Flores, moved to approve the Resolution.

Roll Call - Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

R. ORDINANCES – FINAL PRESENTATION

- R-1 ORDINANCE NO 10074 APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MATTHEW A. REICHEL D/B/A BOREAS CAMPERS, RELATING TO A JOB CREATING CAPITAL IMPROVEMENT PROJECT, AUTHORIZING THE MAYOR TO EXECUTE SAID EMPLOYMENT AGREEMENT AND TRANSFERRING \$696,000 FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND – *submitted for Final Presentation***

A staff report and detailed review of the Ordinance was given by City Attorney Dan Kogovsek.

PUBLIC HEARING:

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

Mr. Brown, seconded by Mr. Flores, moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio Brown, Flores, McCulley-Bachicha, Schilling and Winner. Motion carried 7-0.

- R-2 ORDINANCE NO 10075 AUTHORIZING THE TRANSFER OF \$66,260 FROM THE POPE BLOCK BUILDING WEST REMODEL PROJECT, PROJECT NO. PL2001 INTO THE I-25 GATEWAY DILLON BRIDGE ART PROJECT, PROJECT NO. PL1801, ACCEPTING CONTRIBUTIONS FROM THE RAWLINGS FOUNDATION, PUEBLO ROTARY 43, VIDMAR FOUNDATION, CAROLYN JACKSON, ANDREA ARAGON AND DARREN SMITH, AND RAY BAKER TOTALING \$36,000, AND BUDGETING AND APPROPRIATING SAID FUNDS IN THE AMOUNT OF \$102,260 INTO THE I-25 GATEWAY DILLON BRIDGE ART PROJECT, PROJECT NO. PL1801 AND AUTHORIZING THE ACCEPTANCE OF FUTURE DONATIONS TO SAID PROJECT TO**

**REGULAR CITY COUNCIL MEETING
DECEMBER 27th, 2021
PAGE FIVE**

MINUTES

BE BUDGETED AND APPROPRIATED INTO PROJECT NO. PL 1801 – *submitted for Final Presentation*

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

PUBLIC HEARING:

Steve Nawrocki and William Norwick both spoke in favor of this project.

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

Mr. Brown, seconded by Mr. Flores, moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

R-3 ORDINANCE NO 10076 AMENDING ZONING RESTRICTIONS OF THE LA VITTORIA PLANNED UNIT DEVELOPMENT GUIDE, 1ST AMENDMENT – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning. Mr. Hobson requested all documents from the Planning & Zoning Commission regarding Case Z-21-25 dated November 10, 2021, be made part of the record of this hearing. So ordered by President Atencio.

PUBLIC HEARING:

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

Mr. Schilling, seconded by Mr. Brown, moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

R-4 ORDINANCE NO 10077 AMENDING ZONING RESTRICTIONS TO REZONE 2314 SOUTH PRAIRIE AVENUE FROM R-2, SINGLE FAMILY TO BP, BUSINESS PARK – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning. Mr. Hobson requested all documents from the Planning & Zoning Commission regarding Case Z-21-03 dated April 14, 2021, be made part of the record of this hearing. So ordered by President Atencio.

PUBLIC HEARING:

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

Mr. Brown, seconded by Mr. Schilling, moved to approve the Ordinance on Final Presentation.

**REGULAR CITY COUNCIL MEETING
DECEMBER 27th, 2021
PAGE SIX**

MINUTES

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

R-5 ORDINANCE NO 10078 APPROVING THE STOUT SUBDIVISION – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning. Mr. Hobson requested all documents from the Planning & Zoning Commission regarding Case S-21-01 dated April 14, 2021, be made part of the record of this hearing. So ordered by President Atencio.

PUBLIC HEARING:

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

Mr. Brown, seconded by Mr. Flores, moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

R-6 ORDINANCE NO 10079 APPROVING THE LAKESHORE ESTATES, FILING NO. 3 SUBDIVISION – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning. Mr. Hobson requested all documents from the Planning & Zoning Commission regarding Case S-21-06 dated November 10, 2021, be made part of the record of this hearing. So ordered by President Atencio.

PUBLIC HEARING:

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

Mr. Schilling, seconded by Mr. Brown moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

R-7 ORDINANCE NO 10080 APPROVING AN AGREEMENT FOR DONATED PROPERTY AND RELEASE OF CLAIMS, ACCEPTING THE DONATION OF EIGHT (8) EXTREME NETWORK SWITCHES AND TWENTY-TWO (22) FIBER OPTIC TRANSCEIVERS FROM PUEBLO COUNTY'S INFORMATION TECHNOLOGY DEPARTMENT FOR THE CITY OF PUEBLO'S SOLE-USE, AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Lori Pinz, Director of Information Technology. Ms. Pinz spoke by Zoom and described these items that the county is obsoleting.

PUBLIC HEARING:

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

**REGULAR CITY COUNCIL MEETING
DECEMBER 27th, 2021
PAGE SEVEN**

MINUTES

Mr. Brown, seconded by Mr. Flores, moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

R-8 ORDINANCE NO 10081 APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SPECIALIZED TRANSPORTATION SERVICE, (RFP 21-065) AND RELATED LEASE AGREEMENT TO MV PUBLIC TRANSPORTATION INC. – submitted for Final Presentation

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 Atencio declared the Hearing closed.

Mr. Schilling, seconded by Mr. brown moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

R-9 ORDINANCE NO 10082 APPROVING THE ASSIGNMENT OF A LEASE BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, THERESA F. GARCIA TO KENNETH JOHNSON, AND CHRISTINA JOHNSON, AND RATIFYING THE MAYOR'S EXECUTION THEREOF – submitted for Final Presentation

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

PUBLIC HEARING:

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

Mr. Brown, seconded by Mr. Schilling, moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

R-10 ORDINANCE NO 10083 APPROVING THE ASSIGNMENT OF PRESCRIBED FIRE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, THE FOREST STEWARDS GUILD, AND THE EMBER ALLIANCE, AND RATIFYING THE MAYOR'S EXECUTION THEREOF – submitted for Final Presentation

A staff report and detailed review of the Ordinance was given by Steven Meier, Director of Parks Department. Mr. Meier spoke about the assignments of prescribed burns at the Pueblo Mountain Park.

**REGULAR CITY COUNCIL MEETING
DECEMBER 27th, 2021
PAGE EIGHT**

MINUTES

PUBLIC HEARING:

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

Mr. Aliff, seconded by Mr. Brown, moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

R-11 ORDINANCE NO 10084 AMENDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES RELATING TO CALENDAR YEAR 2022 WAGE INCREASES – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Marisa Pacheco Director of Human Resources. Ms. Pacheco spoke about salary increases in 2022 for City Employees.

PUBLIC HEARING:

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

Mr. Schilling seconded by Mr. Brown, moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

R-12 ORDINANCE NO 10085 PROVIDING FOR THE CITY OF PUEBLO DEPARTMENTAL AUTHORIZED PERSONNEL POSITIONS FOR THE FISCAL YEAR 2022 – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Marisa Pacheco Director of Human Resources. Ms. Pacheco spoke about the staffing levels for the City of Pueblo. The 2022 budget approved these positions and will increase to 804 in the City of Pueblo.

PUBLIC HEARING:

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

Mr. Brown, seconded by Mr. Schilling, moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

R-13 ORDINANCE NO 10086 RELATING TO AND PROVIDING FOR AN ENHANCED TUITION REIMBURSEMENT PROGRAM FOR CITY EMPLOYEES – *submitted for Final Presentation*

**REGULAR CITY COUNCIL MEETING
DECEMBER 27th, 2021
PAGE NINE**

MINUTES

A staff report and detailed review of the Ordinance was given by Marisa Pacheco Director of Human Resources. Ms. Pacheco spoke at 100% reimbursement of books and classes. The student must pass with a C and be work related. All the unions support this ordinance.

PUBLIC HEARING:

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

Mr. Schilling, seconded by Mr. Brown, moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

R-14 ORDINANCE NO 10087 APPROVING AN AGREEMENT BETWEEN PUEBLO SCHOOL DISTRICT 60, DBA PUEBLO CITY SCHOOLS, AND THE CITY OF PUEBLO FOR THE SCHOOL RESOURCE OFFICER PROGRAM DURING THE PERIOD OF JANUARY 1 THROUGH DECEMBER 31, 2022, AND AUTHORIZING THE MAYOR TO EXECUTE SAME – submitted for Final Presentation

A staff report and detailed review of the Ordinance was given by Chief of Police Chris Noeller. Chief Noeller spoke about the benefits of have Pueblo Police Officers inside the schools. Chief Noeller informed City Council there are 10 officers and 1 sergeant in this program. The district will provide \$12,000 in funds for training of these officers and \$728,266.39 in salaries throughout the year.

PUBLIC HEARING:

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

Mr. Schilling, seconded by Mr. Brown, moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

R-15 ORDINANCE NO 10088 APPROVING AND ACCEPTING A U.S. DEPARTMENT OF JUSTICE 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (2021 JAG) GRANT, AWARD NO.15PBLA-21-GG-01279-JAGX, AND APPLICABLE CONDITIONS PERTAINING THERE TO ESTABLISHING PROJECT NUMBER PS2112, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$102,570.00, AUTHORIZING THE MAYOR TO EXECUTE SAME AND RELATED CERTIFICATIONS, ASSURANCES AND OTHER DOCUMENTS, APPROVING AND RATIFYING THE NOVEMBER 22, 2021 MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME AND RATIFYING HIS SIGNATURE THERETO – submitted for Final Presentation

A staff report and detailed review of the Ordinance was given by Chief of Police Chris Noeller. Chief Noeller stated the Pueblo Police Department would receive \$77,953 for there use and the balance goes to the Pueblo County Sheriff's Office and the Pueblo County DA's Office. Chief Noeller stated the money would be used for equipment.

**REGULAR CITY COUNCIL MEETING
DECEMBER 27th, 2021
PAGE TEN**

MINUTES

PUBLIC HEARING:

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

Mr. Aliff, seconded by Mr. Brown, moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

R-16 ORDINANCE NO 10089 APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND ROCKY MOUNTAIN S.E.R./JOBS FOR PROGRESS, INC., REGARDING THE PUEBLO FOOD PROJECT'S ENTREPRENEUR START-UP PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Laura Solano, Pueblo Food Project. Ms. Solano spoke about the money being used for the rent of the classroom for the Entrepreneur Start-Up Program.

PUBLIC HEARING:

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

Mr. Brown, seconded by Mr. Schilling, moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

R-17 ORDINANCE NO 10090 APPROVING AND AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND HUB INTERNATIONAL INSURANCE SERVICES, INC., A CALIFORNIA CORPORATION, RELATING TO RISK MANAGEMENT SERVICES – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Dan Kogovsek, Pueblo City Attorney. Mr. Kogovsek stated this ordinance approves a one-year contract for the risk assessment and profession service HUD preforms.

PUBLIC HEARING:

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

Mr. Brown, seconded by Mr. Schilling, moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

**REGULAR CITY COUNCIL MEETING
DECEMBER 27th, 2021
PAGE ELEVEN**

MINUTES

R-18 ORDINANCE NO 10091 AUTHORIZING AMENDMENT NO. 17 TO THE AGREEMENT FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION, AND ACCOUNTABILITY SERVICES BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PUEBLO – submitted for Final Presentation

A staff report and detailed review of the Ordinance was given by Bryan Gallagher, Director Housing Department. Mr. Gallagher informed City Council this ordinance authorizes an amendment to the 2003 agreement between Pueblo County for community services, planning and administration accountability. This agreement also established the CSAC Commission to provide coordinated funding recommendations to the Pueblo County Commissioners and City Council.

PUBLIC HEARING:

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

Mr. Brown, seconded by Mr. Aliff, moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, McCulley-Bachicha, Schilling, and Winner. Motion carried unanimously.

S. COUNCIL MEMBER CONFLICT OF INTEREST

Councilor McCulley-Bachicha was excused from the meeting due to a potential conflict of interest with agenda items number S-1, S-2 and S3 and Councilor Schilling was excused from the meeting due to a potential conflict of interest with agenda items number S-2 and S-3.

S-1 ORDINANCE NO 10092 AMENDING SECTIONS 6-5-16 AND 6-5-18 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2022 – submitted for Final Presentation

A staff report and detailed review of the Ordinance was given by Marisa Pacheco Director of Human Resources. Ms. Pacheco informed City Council this ordinance required the HR director to establish a uniform salary schedule for city employees in 2022.

PUBLIC HEARING:

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

Mr. Schilling, seconded by Mr. Brown, moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, Schilling, and Winner. Motion carried 6-0 with McCulley-Bachicha recused.

**REGULAR CITY COUNCIL MEETING
DECEMBER 27th, 2021
PAGE TWELVE**

MINUTES

S-2 ORDINANCE NO 10093 APPROVING AN AFFORDABLE HOUSING DEVELOPMENT AGREEMENT BETWEEN POSADA INC., A NON-PROFIT COMPANY, AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME – submitted for Final Presentation

A staff report and detailed review of the Ordinance was given by Bryan Gallagher, Director Housing Department.

PUBLIC HEARING:

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

Mr. Aliff, seconded by Mr. Brown, moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, and Winner. Motion carried 5-0 with McCulley-Bachicha and Schilling recused.

S-3 RESOLUTION NO 14782 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2021 GENERAL FUND BUDGET TO POSADA, A COLORADO NONPROFIT CORPORATION, IN THE AMOUNT OF THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200) TO SPONSOR THE INSTALLATION OF ADA COMPLIANT CURB AND ASPHALT REPAIR – *submitted for Final Presentation*

A staff report and detailed review of the resolution was given by City Council Member Mark Aliff.

Mr. Aliff, seconded by Mr. Flores, moved to approve the Ordinance on Final Presentation.

Roll Call -- Ayes: Aliff, Atencio, Brown, Flores, and Winner. Motion carried 5-0 with McCulley-Bachicha and Schilling recused.

ADJOURN: President Atencio Adjourned the Meeting at 9:19 p.m.

Respectfully submitted,



Vincent R. Petkosek
Deputy City Clerk



**Background Paper for Proposed
RESOLUTION**

COUNCIL MEETING DATE: January 10, 2022

TO: President Lawrence W. Atencio and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENTS BY THE MAYOR OF JOCELYN MARTINEZ AND AMY SCOPY TO THE HISTORIC PRESERVATION COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of members to serve a four-year term expiring January 1, 2026 on the Historic Preservation Commission.

PREVIOUS COUNCIL ACTION:

City Council has made appointments to the Historic Preservation Commission to serve terms which expire during a calendar year. Amended City Charter Section 4-4 (i) now requires that such appointments be made by the Mayor, subject to confirmation by City Council.

BACKGROUND:

Due to the term expirations of Megan Moore and Jocelynn Martinez, there are two appointments available to serve a four-year term expiring January 1, 2026 on the Historic Preservation Commission. Jocelynn Martinez was recently appointed in October 2021 and would like to continue on the Commission. Amy Scoby applied in March of this year, she has been contacted and is still interested in serving on this committee.

The applications were reviewed by Mayor Gradisar and he recommended that Jocelyn Martinez and Amy Scoby be appointed.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

Proposed Resolution.

Applications.

RESOLUTION NO. 14783

A RESOLUTION CONFIRMING THE APPOINTMENTS BY
THE MAYOR OF JOCELYN MARTINEZ AND AMY SCOBY
TO THE HISTORIC PRESERVATION COMMISSION

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Jocelyn Martinez and Amy Scoby to the Historic Preservation Commission to serve a four-year term expiring January 1, 2026; NOW, THEREFORE,

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

SECTION 1.

The following individual is hereby appointed to the Historic Preservation Commission to serve a four-year term expiring January 1, 2026.

Jocelyn Martinez

Amy Scoby

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED January 10, 2022

BY: Lawrence Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Wednesday, September 15, 2021 5:01:01 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	9/15/2021
BOARD OR COMMISSION	Historic Preservation Committee
Contact Information	
FIRST NAME	JOCELYN
LAST NAME	Martinez
HOME ADDRESS	2101 W 20th Street
CITY	Pueblo
STATE	CO
ZIP	81003
OFFICE ADDRESS	2101 W 20th Street
CITY	Pueblo
STATE	CO
ZIP	81003
DAYTIME PHONE	720-296-2773
E-MAIL ADDRESS	jocelyn@soulsmile.com.co
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF
PUEBLO?

OCCUPATION (or if
RETIRED, your
previous occupation)

Certified Master Health & Empowered Well-being Coach

Questionnaire

Please complete the following general information.

1. Please list your
areas of
accomplishments that
you feel could assist
the mission of this
Board or Commission.

Succeed at high corporate levels which gained me education and confidence to venture on my own path to follow my passion of health and nutrient dense food by opening my own business.

I was the Director of Operations at the Pueblo Convention Center for 5 years where I sat in on weekly Urban Renewal Meetings, as well as worked under Dean Dennis when he was helping with the grant for the Convention Center Expansion, Brues Ale House (preservation of the Pueblo jail), Pueblo Memorial Hall, and the Riverwalk expansion. It was also wonderful being a part of seeing the Center of American Values and the Veterans Bridge being built.

2. Why are you
interested in being
appointed to this Board
or Commission?

I have always cherished and loved our Pueblo History. The amazing buildings that are now offices and homes near the beautiful Rosemount Museum, which is where I held a summer job in high school giving tours. Living in Denver and seeing the boom in housing I know the importance of restoring and the preservation of our Pueblo culture and history. I would love to be a part of a commission that not only allows the old historic landmarks to flourish in their original beauty and purpose, but also bring new life to these landmarks in new innovative ways to be passed down to future generations and bring life back into these historic walls and landscapes.

3. What Goals would
you like to see this
Board or Commission
accomplish?

I would love to see the board embrace the new by restoring the old. To be able to allow our Pueblo history to never be forgotten. To be able to see outside the box to bring new life into our historic blocks, homes, monuments, landmarks, and building by preserving time in the story of where they have been by also allowing them to flourish into something new that will keep them timeless.

To support our rich Pueblo History for our elders and the children of our future.

4. List any other items
that might be useful in
consideration for your
appointment to this

I have been a big part of the Pueblo Community from working with Urban Renewal, Pueblo Convention Center, Mentoring Programs, Pueblo Chamber, and many more that have made a huge impact on the History of Pueblo. Our Pueblo History is fascinating and we have so many beautiful historic buildings that

Board or Commission.

it would just be an honor to be a part of seeing our history from a bigger lens.

(Section Break)

Upload résumé,
references and/or other
pertinent information

[Jocelyn Martinez Resume 2019.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

Jocelyn Martinez

2101 W 20th Street Pueblo CO 81003 720-296-2773 (H) jocelyn@soulsmile.com.co

Summary

Personable and dedicated leadership professional with over 20 years of experience excelling at prioritizing, completing multiple tasks simultaneously and following through to achieve project goals. Client-oriented and energetic team player with expertise in customer relationship management, conflict resolution, safety protocol, regulatory compliance and time management. A dependable and courteous self-starter seeking to leverage background to secure life-long career with a progressive organization that focuses on spiritual, emotional, and physical health and mindset changes.

I am a Certified Health Coach, and Owner of SoulSmile Health and Wellness where I focus on habit and mindset transformations for optimum health and wellness. I am passionate about helping heal chronic disease and food allergies with the focus on change of habits and relationships with food and their bodies. I also focus on reconnection with God, Self, and the world around us. We can become the best version of ourselves if we put trust in God and the process of transformation.

Skills

- Corporate event coordination
- Staff leadership
- Profit assessment
- Dietary restriction compliance
- Time management skills
- Client-focused
- Excellent communication
- Transformational Coaching Methods
- Mindset and Habit Change
- Relationship and team building
- Self-discipline
- Team leader
- Active listening
- Documentation and record-keeper
- Proficient in Excel, BI reports, Windows, Outlook, Spreadsheet, SAM, and SAP programs
- Outgoing personality

Experience

SoulSmile Health and Wellness April 2018 – Current – **Owner**

Pueblo, CO

- Health and Mindset coach focusing on unblocking areas in teens and adults' lives that are holding them back from living a life of health in school, business, relationships, and nutrition.
- Build a foundation with the right system, support, and accountability for success.

- Help clients with nutritional lifestyle changes for optimum health in their bodies; mentally, physically, spiritually, and emotionally.
- Assist my clients in relieving stress and anxiety in their lives.

Solar Roast Coffee June 2018 to April 2019 **Director of Retail Operations**

Pueblo, CO

- Assessed production schedules, drawings and materials to better understand job specifics before project start.
- Completed owner paperwork and created all necessary information, including store standards, menu and recipe guidelines, employee training standards for both front of the house and back of the house, and overall all necessary standards for operating store cafes.
- Trained new team members on various navigational duties, including training store managers and store employees and provided support and mentoring.
- Successfully led key projects which resulted in 67% increase in sales for our existing 1st location. As well as brought in 3x's the projected revenue for our second location. Increasing overall sales by 50% for year over year projections.
- Mentored Store Managers to align performance with core customer service values and encourage career development.

Sysco Foods of Denver June 2012 to June 2018 **Sales Associate**

Pueblo, CO

- Listened to customer needs and preferences to provide accurate advice.
- Computed sales prices, totaled purchases and processed payments.
- Remained apprised of emerging trends in technology devices and products and provided informative customer service to assist in product selection.
- Provided customers with thorough information on product care and use.
- Exceeded specific team goals and resolved issues by partnering with staff to share and implement customer service initiatives.
- Assisted in managing day-to-day business operations, including selling various food and business products by explaining unique features and educating customers on proper application of products.
- Provided customers with unparalleled service and support for both in stock and back-ordered items, including placing special orders and calling other stores to find desired merchandise.
- Built and maintained effective relationships with peers and upper management to drive team success toward common sales, service and operational goals.

Pueblo Convention Center May 2008 to June 2012 **Banquet and Beverage Manager**

Pueblo, CO

- Communicated with venue personnel to coordinate event logistics.
- Developed highly effective wait staff and kitchen personnel.

- Managed an efficient, friendly and effective crew of 50 employees.
- Assisted in preparing for special functions and banquets by setting up and taking down tables and chairs and decorating.
- Evaluated department conditions and operations to determine strengths and areas for improvement.
- Interviewed, hired and trained new associates.
- Balanced tills, handled cash, processed credit card payment batches and prepared bank deposits.
- Communicated and exemplified the company's vision and goals.
- Managed customer service by training staff, overseeing operations and resolving issues in a timely manner.
- Communicated effectively with kitchen staff regarding customer allergies, dietary needs and other special requests.
- Produced accurate and thorough management reports.
- Delegated tasks to team members to optimize productivity.
- Analyzed costs and competitive retail strategy.

Education and Training

Centennial High School: 1994-1998

High School Diploma Pueblo, CO

Pueblo Community College: 1998-2000

Science Pueblo, CO

Health Coach Institute: 2018-2019

Certification, CHC: Health and Life Coach Boise, ID

Certification, TCM: Transformational Coach Boise, ID

HMBA Health Mastery Program Certification 2019-current

Certification: ServSafe Food Handlers Safety 2019-2022

References:

Suzy Chiapetta

Colleague

20 years

719-989-0098

Henry Bogacz

Former Corporate Trainer- Sysco Denver

7 years

303-946-9920

Larry Archuletta

Colleague

25+ years

719-250-0603



Application for Appointment

BOARD OR COMMISSION Historic Preservation Commission

DATE 3/6/2021 DEADLINE TO SUBMIT: _____

Please type or clearly print the following information.

NAME: Amy Scoby

HOME ADDRESS: 1009 Berkley Ave. Pueblo, CO 81004 & 5877 Vine Mesa, Beulah CO

OFFICE ADDRESS: https://www.facebook.com/Historic.House.Pueblo

DAYTIME PHONE: 720-384-4021

E-MAIL ADDRESS: amyscoby1@yahoo.com

ARE YOU CURRENTLY EMPLOYED WITH THE CITY OF PUEBLO? no

OCCUPATION (or if RETIRED, your previous occupation): Realtor, Historic Home Restoration Specialist

Please type or clearly print the following questions.

Feel free to use additional paper, but limit responses to one page per question.

1. Please list your areas of accomplishments that you feel could assist the mission of this Board or Commission.

I've renovated 10 Historic homes in the last 10 years!

2. Why are you interested in being appointed to this Board or Commission?

I'd like to get more involved with improving the city and county. I love restoring old homes and think my advice would be appreciated. Building a brand new home is costly! Why not save these beautiful old structures? I know the costs of renovating small to medium sized homes. It's not as bad as some people may think. It's also environmentally friendly and rewarding.

3. What Goals would you like to see this Board or Commission accomplish?

Establish a Historic Preservation Commission for the COUNTY. I'd also like to improve this form.

4. List any other items that might be useful in consideration for your appointment to this Board or Commission.

Architectural Drafting and Interior Design courses at Santa Barbara City College.

PLEASE SEE MY FACEBOOK SITE:

<https://www.facebook.com/Historic.House.Pueblo>

BA Economics, Univ. of California Santa Barbara 1995

5. List any other Civil or Community Commissions or Boards that you currently serve on.

Board member of Historic Pueblo Inc. for 5 years

**MAIL OR SUBMIT TO:
City Administration
1 City Hall Place
Pueblo, CO 81003**



**Background Paper for Proposed
RESOLUTION**

COUNCIL MEETING DATE: January 10, 2022

TO: President Lawrence W. Atencio and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENTS BY THE MAYOR OF LOUIE CARLEO AND RALPH WILLIAMS TO THE PUEBLO URBAN RENEWAL AUTHORITY

SUMMARY:

This Resolution appoints members to the Pueblo Urban Renewal Authority to serve a five-year term expiring on February 1, 2027.

PREVIOUS COUNCIL ACTION:

City Council has made appointments to the Pueblo Urban Renewal Authority selecting individuals to serve terms which expire during a calendar year. Amended City Charter Section 4-4 (i) now requires that such appointments be made by the Mayor, subject to confirmation by City Council.

BACKGROUND:

Due to the term expirations of Incumbents Louie Carleo and Ralph Williams, there are two appointments available to serve a five-year term expiring February 1, 2027 on the Pueblo Urban Renewal Authority.

Following an advertisement in the *Pueblo Chieftain* and an announcement on the City's webpage seeking volunteers to serve on this committee, five applications were received from Louie Carleo, Larry Marquardt, Melissa Nereson, Roxanne Pignanelli, and Ralph Williams.

The applications were reviewed by Mayor Gradisar and his recommendation is to appoint Louie Carleo and Ralph Williams.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

Proposed Resolution.

Applications.

RESOLUTION NO. 14784

A RESOLUTION CONFIRMING THE APPOINTMENTS BY THE
MAYOR OF LOUIE CARLEO AND RALPH WILLIAMS TO THE
PUEBLO URBAN RENEWAL AUTHORITY

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of the Louie Carleo and Ralph Williams to the Pueblo Urban Renewal Authority Committee to serve a five-year term expiring February 1, 2027; NOW, THEREFORE,

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

SECTION 1.

The appointment by the Mayor of the following individuals to serve a five-year term expiring February 1, 2027 on the Pueblo Urban Renewal Authority shall be and is hereby confirmed by the City Council:

Louie Carleo

Ralph Williams

SECTION 2.

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

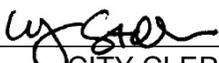
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED January 10, 2022

BY: Lawrence Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Tuesday, December 7, 2021 5:51:20 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	12/7/2021
BOARD OR COMMISSION	Pueblo Urban Renewal Authority
Contact Information	
FIRST NAME	Louie
LAST NAME	Carleo
HOME ADDRESS	33 Yale Ave.
CITY	Pueblo
STATE	Colorado
ZIP	81005
OFFICE ADDRESS	503 N Main Suite 5A
CITY	Pueblo
STATE	CO
ZIP	81003
DAYTIME PHONE	719-543-7558
E-MAIL ADDRESS	louie@lcarleo.com
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF
PUEBLO?

OCCUPATION (or if
RETIRED, your
previous occupation)

Developer

Questionnaire

Please complete the following general information.

1. Please list your
areas of
accomplishments that
you feel could assist
the mission of this
Board or Commission.

I have purchased property thru out Pueblo and developed the properties to make new business and existing business to stay in the Pueblo area. I am very active in our community and truly love our city and county.

2. Why are you
interested in being
appointed to this Board
or Commission?

I presently serve on the board and would like to finish some of the projects that we have started.

3. What Goals would
you like to see this
Board or Commission
accomplish?

The finish of the Aquatic Center as well as the work on the new County Jail and having the State change the method of payment on our debt.

4. List any other items
that might be useful in
consideration for your
appointment to this
Board or Commission.

Hard working and available with the time necessary to make the commitment required to accomplish the goals that Urban Renewal has set forth.

(Section Break)

Upload résumé,
references and/or other
pertinent information

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Louie D. Carleo was born and raised in Pueblo, Colorado to Jimmy & Carmella (Pisciotta) Carleo. He attended schools at Central Grade, Sunset Park, Pitts, and then graduated from South High. He then received a wrestling scholarship to Western State College where he graduated. He returned to Pueblo to teach Government at Pueblo County High, and coach football and wrestling.

After 5 years of teaching and coaching he decided to go into private business and in 1987 he founded LDC Properties, a commercial and residential developer. Buying one building at a time and remodeling each one until each property had the right tenant.

In 1972 Louie married Dorsey Jo Hayes who is the true love of his life. Dorsey and Louie have 2 beautiful daughters, Amie Marie and her husband David Gohn and Louann Michelle and her husband Kyle Willcox. Louie and Dorsey believe it is true what they say "Grandchildren are the best." Marissa and Kendall Gohn are "Papa's Girls." Now, we have 2 more grandchildren Dominic and Vince Willcox.

Louie also created Commercial Builders a full service Commercial Construction Company, Sound Venture Realty, ran by his brother Gino, as well as Honey Baked Hams.

Louie truly loves Pueblo and considers this his home for life. "This city and the people have been so good to me and my family." It is important to be able to give back to the community.

INTEREST AND COMMUNITY INVOLVEMENT

- CHAIRMAN OF JUNIOR ACHIEVEMENT FROM 1995-1997
- PAST TREASURER PUEBLO POSADA HOMELESS SHELTER
- UNIVERSITY OF SOUTHERN COLORADO PRESIDENT'S CLUB
- PAST BOARD OF TRUSTEE MEMBER WESTERN STATE COLLEGE
- CO-CHAIR COMMITTEE TO PASS CITY'S ½ CENT SALES TAX 2001& 2010
- PAST TRUSTEE COLORADO TECHNICAL UNIVERSITY FOR COLORADO
- PAST BOARD OF DIRECTOR OF THE PUEBLO CHAMBER OF COMMERCE
- PAST MEMBER OF THE BOARD OF DIRECTORS WESTERN STATE COLLEGE FOUNDATION
- COMMITTEE MEMBER – RETURN OF THE USS PUEBLO
- PAST DIRECTOR – COMMUNITY BANKS

- PAST BOARD OF DIRECTORS, CATHOLIC DIOCESE OF PUEBLO
- TRUSTEE FOR THE SONS OF ITALY LODGE #2738, WHICH HAS GIVEN AWAY 250 EDUCATION SCHOLARSHIPS
- BOARD MEMBER SOUTHERN COLORADO CHAPTER OF THE AMERICAN RED CROSS
- CIRCLE OF DIRECTORS – ITALIAN-AMERICAN SPORTS HALL OF FAME IN CHICAGO
- MEMBER OF THE PUEBLO ECONOMIC DEVELOPMENT CORP (PEDCO)
- MEMBER BOARD OF TRUSTEE CENTURA HEALTH, ST. MARY CORWIN HOSPITAL
- CHAIR HISTORIC ARKANSAS RIVERWALK PROJECT (HARP) FOUNDATION THROUGH 2014
- APPOINTED COMMISSIONER OF THE 10TH JUDICIAL DISTRICT BY GOVERNOR HICKENLOOPER THROUGH 2014
- CHAIRMAN OF THE ROSELAWN CEMETARY BOARD
- APPOINTED TO THE URBAN RENEWAL BOARD OF COMMISSIONERS WHERE HE SERVES AS CHAIRMAN OF THE RTA PROJECT.

AWARDS RECEIVED

- SAM WALTON BUSINESS LEADER AWARD 1999
- HONORED IN 2000 AS "CHARLES W. CREWS" BUSINESS LEADER OF THE YEAR BY PUEBLO CHAMBER OF COMMERCE
- ITALIAN CITIZEN OF THE YEAR 2002 BY SONS OF ITALY
- SELECTED AS NEW GENERATION OF COMMUNITY LEADERS
- SERVED ON SENATOR ALLARD'S WASHINGTON D.C. CONFERENCE IN 2004

- INDUCTED AND MEMBER GREATER PUEBLO SPORTS HALL OF FAME
- RECEIVED 6 SEPARATE SHINING STAR AWARDS FROM PUEBLO DOWNTOWN ASSOCIATION FOR HIS WORK REVITALIZING PUEBLO'S DOWNTOWN
- 2006 PUEBLO CITIZEN OF THE YEAR
- 2007 AWARDED PRO ECCLESIA ET PONTIFICE BY POPE BENEDICTVS XVI
- 2008 INDUCTED INTO SOUTH HIGH SCHOOL HALL OF FAME

ACCOMPLISHMENTS OF DEVELOPMENTS WITHIN PUEBLO COUNTY

- PURCHASED THE THATCHER BUILDING AND RENOVATED IT INTO THE PREMIER OFFICE BUILDING WITH 95% OCCUPANCY
- PURCHASED THE FORMER MONTGOMERY WARD BUILDING AND WITH RENOVATION HAS CREATED A PREMIER SITE FOR THE COLORADO LOTTERY AND COLORADO WORK FORCE
- PURCHASED THE MIDTOWN SHOPPING CENTER AND RENOVATED IT, CREATING 95% OCCUPANCY AND WITH THE CITY, CREATED 600 NEW JOBS WITH A NEW COMPANY TO BE ANNOUNCED SOON
- PURCHASE THE FORMER ANDREWS PRODUCE BUILDING AND THROUGH THE CITY'S EFFORTS HAVE CREATED A RIVERWALK PROPERTY THAT NOT ONLY THE CITY IS PROUD OF BUT THAT HELPED THE CITY CREATE ANOTHER 500 PLUS JOBS WITH AT&T
- ONE OF THE FOUNDING MEMBERS OF THE FRIENDS OF FOOTBALL AT CSU-PUEBLO

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Tuesday, November 23, 2021 3:22:54 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	11/23/2021
BOARD OR COMMISSION	Pueblo Urban Renewal Authority
Contact Information	
FIRST NAME	Ralph
LAST NAME	Williams
HOME ADDRESS	4765 Desert Candle Dr
CITY	Pueblo
STATE	CO
ZIP	81001
OFFICE ADDRESS	<i>Field not completed.</i>
CITY	<i>Field not completed.</i>
STATE	<i>Field not completed.</i>
ZIP	<i>Field not completed.</i>
DAYTIME PHONE	719-251-1727
E-MAIL ADDRESS	ralfie_williams@comcast.net
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF
PUEBLO?

OCCUPATION (or if
RETIRED, your
previous occupation)

retired, insurance executive

Questionnaire
Please complete the following general information.

1. Please list your
areas of
accomplishments that
you feel could assist
the mission of this
Board or Commission.

Present Treasurer and member of the Executive Committee of the Pueblo Urban Renewal Authority. Vice chair of RTA committee that issued \$15 million in bonds and built the addition to the Pueblo Convention Center and parking garage. As Treasurer refinanced debt in the various urban renewal zones saving interest on each refinancing. Was in charge of the environmental bonds issued for the Evraz long rail mill for \$91 million.

2. Why are you
interested in being
appointed to this Board
or Commission?

I would like to continue as Treasurer to help the Pueblo community grow by using my financial expertise.

3. What Goals would
you like to see this
Board or Commission
accomplish?

To implement Urban Renewal projects directed by the City of Pueblo.

4. List any other items
that might be useful in
consideration for your
appointment to this
Board or Commission.

I have one term of experience on the Urban Renewal Board

I tried to upload resume but this website would not let me upload a word document of my resume. I can provide a paper copy if necessary.

(Section Break)

Upload résumé,
references and/or other
pertinent information

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Ralph A. Williams, CPCU

AWARDS:

1993 Pueblo Chamber Small business of the Year
2004 Pueblo Chamber Business Leader of the Year
2007 Parkview Medical Center 27th Starlight Gala Recipient
2010 Pueblo Community College's Distinguished Alumni recipient
2013 American Red Cross Humanitarian Heroes Award
2014 Pueblo Chamber Citizen of the Year
2016 CSU-P Hassan School of Business Lifetime Business Achievement Award
2017 Pueblo Central Hall of Fame
2019 Pueblo Sons of Italy Citizen of the Year

PRIOR BOARDS/FOUNDATIONS:

Vectra Bank Board of Directors
HARP Foundation – President
Health Access Pueblo Board – Treasurer
Catholic Diocese of Pueblo Foundation – President
CSU-P Foundation – Finance Committee chair & Land Holding Management President
YMCA of Pueblo Board of Directors
Hasan School of Business Board of Directors (CSU-P)
Pueblo Rotary 43 - President
Friends of Football for CSU-P – founding member

CURRENT BOARDS/FOUNDATIONS

Parkview Health Systems Employee Benefit Committee
Pueblo Urban Renewal Authority Treasurer (overseeing the expansion of HARP, PBR and Pueblo Convention Center)
EPIC Board
CSU-Pueblo Foundation and Land Holdings LLC member
Member of CSU-P ThunderBowl, LLC transition committee

WORK:

President and CEO of Steel City Agencies. Sold to HUB International, LTD in 2007. Retired August 1, 2020 after a 56 year insurance career.



**Background Paper for Proposed
RESOLUTION**

COUNCIL MEETING DATE: January 10, 2022

TO: President Lawrence W. Atencio and Members of City Council
CC: Nicholas A. Gradisar, Mayor
VIA: Marisa Stoller, City Clerk
FROM: Alyssa Parga, Secretary to the Mayor
SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF
SUSAN ANDERSON TO THE COMMUNITY COMMISSION ON HOUSING AND
HOMELESSNESS (CCHH)

SUMMARY:

This Resolution appoints a member to complete a one-year term expiring on December 31, 2022 on the Community Commission on Housing and Homelessness (CCHH).

PREVIOUS COUNCIL ACTION:

City Council has made appointments to the Community Commission on Housing and Homelessness (CCHH) selecting individuals to serve terms which expire at the end of a particular calendar year. Amended City Charter Section 4-4 (i) now requires that such appointments be made by the Mayor, subject to confirmation by City Council.

BACKGROUND:

Due to the term expiries of fourteen members, there are several spots available to complete one, two, and three-year terms on the Community Commission for Housing and Homelessness.

An application was received and reviewed by Mayor Gradisar.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

Proposed Resolution

Application

RESOLUTION NO. 14785

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF SUSAN ANDERSON TO THE COMMUNITY
COMMISSION ON HOUSING AND HOMELESSNESS (CCHH)

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Susan Anderson to serve on the Community Commission on Housing and Homelessness (CCHH); NOW, THEREFORE,

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

SECTION 1.

The appointment by the Mayor of the following individual to the Community Commission on Housing and Homelessness to complete a one-year term expiring December 31, 2022 shall be and is hereby confirmed by the City Council:

Susan Anderson

SECTION 2.

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

SECTION 3.

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

INTRODUCED January 10, 2022

BY: Lawrence Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Sunday, December 19, 2021 1:25:30 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE 12/19/2021

BOARD OR
COMMISSION Community Commission on Housing and Homelessness

Contact Information

FIRST NAME Susan

LAST NAME Anderson

HOME ADDRESS 1608 E. Routt Ave.

CITY Pueblo

STATE Colorado

ZIP 81004

OFFICE ADDRESS *Field not completed.*

CITY Pueblo

STATE Colorado

ZIP 81004

DAYTIME PHONE 970 587 7777

E-MAIL ADDRESS Homeless81004@yahoo.com

ARE YOU
CURRENTLY
EMPLOYED WITH NO

THE CITY OF
PUEBLO?

OCCUPATION (or if
RETIRED, your
previous occupation)

Field not completed.

Questionnaire

Please complete the following general information.

1. Please list your
areas of
accomplishments that
you feel could assist
the mission of this
Board or Commission.

I have worked with the homeless for over three years. Created a group named Homeless Assistace League.

We serve lunch to the homeless as well as provide Covid test kits, clothing, tents, sleeping bags, blankets, hygiene items, connections to family and other resources as needed.

We attend events with other groups to serve the homeless community.

I have been a volunteer with ACOVA for over 2.5 years. And have helped homeless persons that have been victimized by domestic violence, assaults, theft etc.

2. Why are you
interested in being
appointed to this Board
or Commission?

I feel as a city we can and should do more when it comes to housing for the homeless. The Rescue Mission is great but houses too few.

I believe if people are treated with respect and kindness, usually that goes a long way toward their self respect and respecting others.

There by showing them we care about them by offering housing and requesting their participation in keeping the area clean, exhibiting good behaviors and potentially requesting they follow a personal development plan.

We need housing both to provide shelter for those in need but also to help them achieve better things.

3. What Goals would
you like to see this
Board or Commission
accomplish?

- We need to set goals for board members to meet toward the end goal of safe housing.

- Cost and location analysis.

- Secure as much volunteer labor from tradesmen as possible in an effort to reduce costs.

- With the end goal of adequate housing for homeless with restrooms and shower facilities.

- A list of expectations and rules the residents follow.

4. List any other items that might be useful in consideration for your appointment to this Board or Commission.

We will need the following

- Land for this purpose
- Planning and cost analysis on various type structures.
- Decide what our end goals are.
- Get corporate involvement
- Seek licensed trades persons that will donate time toward safe housing.

(Section Break)

Upload résumé, references and/or other pertinent information

Field not completed.

Email not displaying correctly? [View it in your browser.](#)



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: January 10, 2022

TO: President Lawrence W. Atencio and Members of City Council
CC: Mayor Nicholas A. Gradisar
VIA: Marisa Stoller, City Clerk
FROM: Daniel C. Kogovsek, City Attorney
SUBJECT: A RESOLUTION RATIFYING THE APPOINTMENT OF TWO TRUSTEES TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES

SUMMARY:

This Resolution ratifies the appointments made by the Pueblo City-County Selection Committee which appoints Trustees to the Pueblo City-County Library District.

PREVIOUS COUNCIL ACTION:

On December 13, 2021, by Resolution No. 14773, City Council confirmed the mayoral appointment of Council President Atencio and Councilor Winner to the selection committee which appoints trustees to the Pueblo City-County Library District ("Library District") Board of Trustees.

BACKGROUND:

Under C.R.S. 24-90-108 of the Colorado Library Law, a selection committee consisting of 2 members of the City Council and 2 members of the Board of County Commissioners, appoints Trustees to the Pueblo City-County Library District Board of Trustees, subject to ratification by the City Council and Board of County Commissioners of Pueblo County by a 2/3 vote of each body.

Pueblo County Commissioners Garrison Ortiz and Eppie Griego, and City Council members Lawrence W. Atencio and Lori Winner met on December 22, 2021 to review the 4 applications received for appointment to the Library District's governing board. The joint committee appointed Dustin Hodge and Fredrick Quintana to serve on the Library District's Board of Trustees, for 5-year terms expiring on 12/31/26. The attached Resolution ratifies the appointments made by joint selection committee.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution

Attachments: Proposed Resolution

RESOLUTION NO. 14786

A RESOLUTION RATIFYING THE APPOINTMENT OF
TWO TRUSTEES TO THE PUEBLO CITY-COUNTY
LIBRARY DISTRICT BOARD OF TRUSTEES

WHEREAS, pursuant to §24-90-108(2) C.R.S., the Selection Committee which makes appointments to the Board of Trustees to the Pueblo City-County Library District duly convened and appointed the following individuals to five-year terms expiring on December 31, 2026:

Dustin Hodge

Fredrick Quintana

WHEREAS, it is now the desire of the Pueblo City Council to ratify said appointments; NOW, THEREFORE,

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

SECTION 1.

The appointments of Dustin Hodge and Frederick Quintana to the Pueblo City-County Library District Board of Trustees to serve a five-year term expiring December 31, 2026, shall be and hereby are ratified.

SECTION 2.

The officers of the City are authorized to perform any and all acts consistent with this Resolution to implement the appointments ratified hereby.

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED January 10, 2022

BY: Lawrence Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 10, 2022

TO: President Lawrence W. Atencio and Members of City Council

VIA: Marisa Stoller, City Clerk

FROM: Nicholas A. Gradisar, Mayor

SUBJECT: AN ORDINANCE APPROVING AN AMENDMENT TO THE GRANT AGREEMENT WITH THE COLORADO HEALTH FOUNDATION, ACCEPTING AN ADDITIONAL GRANT IN THE AMOUNT OF \$13,600, BUDGETING AND APPROPRIATING THE GRANT FUNDS INTO PROJECT NO. CI2014, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign an Amendment to the Grant Agreement with the Colorado Health Foundation ("Foundation"), accepting an additional grant in the amount of \$13,600 from the Foundation and budgeting and appropriating the grant funds into Project No. CI2014. These particular funds were granted to the Pueblo Food Project by the Colorado Health Foundation in order to implement language equity programs as part of the community-driven strategic plan to address the food system and food access gaps in the City and County of Pueblo, Colorado.

PREVIOUS COUNCIL ACTION:

Ordinance 9793 accepting the Colorado Health Foundation grant and budgeting funds into CI2014.

BACKGROUND:

The purpose of the grant funds received from the Foundation is to enable the City to continue to implement a community-driven strategic plan to address food systems and food access gaps in both the City of Pueblo and Pueblo County. The City is required to provide the Foundation with an implementation report evaluating the chosen strategies for ending hunger and developing a local food system in Pueblo County. The City's Pueblo Food Project will be carrying out the activities to fulfill the purpose of the grant.

FINANCIAL IMPLICATIONS:

The amount of the additional grant is \$13,600. No local match is required from the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the City will not receive the additional grant funds from the Foundation.

RECOMMENDATION:

Attachments:

Proposed Ordinance

Amendment to the Agreement with the Colorado Health Foundation

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDMENT TO THE GRANT AGREEMENT WITH THE COLORADO HEALTH FOUNDATION, ACCEPTING AN ADDITIONAL GRANT IN THE AMOUNT OF \$13,600, BUDGETING AND APPROPRIATING THE GRANT FUNDS INTO PROJECT NO. CI2014, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Amendment to the Agreement (“Amendment”) between the Colorado Health Foundation (“Foundation”) and the City of Pueblo dated December 1, 2021, a copy of which is attached hereto and incorporated herein by this reference, and having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Amendment in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The additional Foundation grant funds in the amount of \$13,600.00, and any other grant funds received pursuant to the Amendment and the Agreement with the Foundation, are hereby budgeted and appropriated into Project No. CI2014.

SECTION 4.

The officers and staff of the City are hereby authorized to perform any and all acts consistent with this Ordinance and the attached Amendment to implement the policies and procedures described therein.

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



The Colorado Health Foundation™

December 1, 2021

Monique Marez
Coordinator, Pueblo Food Project
Pueblo Food Project
1 City Hall Place
Pueblo, CO 81003

Dear Monique Marez:

The Colorado Health Foundation has approved additional funding for your grant ID#18768, "Pueblo Food Council." The total approved grant amount has increased from \$200,000 to \$213,600.

As a result of the grant increase, the following payment has been amended as follows:

- Payment to be paid on December 9, 2021 is now \$101,100.

This amendment reflects a change in the grant amount and payment information only and does not affect the terms of the original contract. This letter is incorporated as part of the grant agreement. Please append this letter to the agreement.

Feel free to contact me at (303) 953-3600 should you have any additional questions related to this or any other grant amendment. Otherwise Christopher Smith, Senior Program Officer, continues to be your primary contact for this project.

Please continue to keep us up to date on your progress. We are pleased to be partners in your important work.

Sincerely,

Cade Rosenberg
Grants Manager, Data and Reporting



The Colorado Health Foundation™

GENERAL, GRANTS TERMS, CONDITIONS, AND UNDERSTANDINGS

Title of Project:

Pueblo Food Council
Grant ID# 18768

Purpose of Project:

Focus on implementing a community-driven strategic plan to address the food system and food access gaps in the City and County of Pueblo, Colorado.

Grantee Organization (Fiscal Sponsor):

City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Checks to be Made Payable to:

City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Tax Identification Number: 84-6000615

Recommended Project of City of Pueblo:

Pueblo Food Council
1 City Hall Place
Pueblo, CO 81003

Amount of Grant Awarded:

\$ 200,000 over a 24-month period

Period for Which Support is Granted:

From October 01, 2020 *Through* September 30, 2022

Contingencies, if any:
Special Provisions, if any:

As part of this grant, the Pueblo Food Council and coalition partners will participate as requested in CHF-provided technical assistance and peer-to-peer learning opportunities. The Pueblo Food Council and coalition partners are required to take part in any evaluation of CHF's Improving Community Food Systems funding opportunity.

Expected Intermediate Milestones:

Key intermediate milestones for the project are as follows:

Year 1

- Build upon/expand partnerships to measurably increase availability and access to fresh food in Pueblo
- Recruit SAME Cafe to Pueblo and begin implementation of workforce component
- Develop local food system support program in coordination with the Pueblo Economic Development Corporation (PEDCO)
- Develop and launch the PFP Local Farm and Food Business Support Program
- Increase food and farm literacy and education in public school district classrooms
- Develop PFP policy and advocacy infrastructure to educate and influence local and state authorities
- Year 1 progress report should include an update on implementation plan, with a specific focus on advancements made toward health equity, engagement of those with lived experience, and coalition development.

Year 2

- Final report should include an update on implementation plan, with a specific focus on advancements made toward health equity, engagement of those with lived experience, and coalition development.

Intended Measurable Reach to be Reported on the Anticipated Number Served, if any:

Payment and Requirement Schedule

Requirement Due Date	Requirement	Payment Amount	Approximate Payment Schedule
September 21, 2020	Executed Agreement	\$112,500	September 24, 2020
October 01, 2021	Progress Report	\$87,500	November 18, 2021
October 31, 2022	Final Report		

Payments are contingent upon receipt and approval of the associated requirements.

The Foundation uses an online system to receive reports and other requirements. Please visit www.coloradohealth.org for more information

<p>*Project Contact (please correct the information below if necessary)</p> <p>Monique Marez Coordinator, Pueblo Food Project Pueblo Food Council 1 City Hall Place Pueblo, CO 81003</p>	<p>**Grantee Organization Primary Signatory (please correct the information below if necessary)</p> <p>Mr. Nick Gradisar Mayor City of Pueblo 1 City Hall Place Pueblo, CO 81003</p>
---	---

*The project contact is the individual directly responsible for developing the proposed activity, its implementation, and day-to-day direct supervision of the project. The email associated with the project contact will be added to the Foundation's email distribution list upon grant approval. To opt out of the email distribution list please notify the Foundation by emailing grants@coloradohealth.org.

**The organization primary signatory is the CEO/Executive Director of the grantee organization (fiscal sponsor).

The Colorado Health Foundation is awarding this Grant to the above named organization (“Grantee”) and Grantee agrees to, the following:

1. Tax Exempt Status, Grantee represents that:

- a. To provide current and appropriate documentation if organization is a government supported agency, such as school, museum, library or government agency or department.
- b. To provide The Colorado Health Foundation with immediate written notification of any changes in the organization’s tax-exempt status.

2. Expenditure of Funds

This Agreement (together with any income earned upon investment of Grant funds) is made for the purpose outlined herein and may not be expended for any other purpose without The Colorado Health Foundation’s prior written approval. If the Grant is intended to support a specific project or for a specific period, any portion of the Grant unexpended at the completion of the project or the end of the period specified above on Page 1 (the “Grant Period”) shall be returned immediately to The Colorado Health Foundation. With prior written approval from The Colorado Health Foundation the Grant Period may be extended in order to reach the anticipated outcomes. Requests should be submitted using the form and instructions found at www.ColoradoHealth.org in the “For Grantees” section.

3. Prohibited Use of Funds

Grantee will not permit any Grant funds or income derived from such funds to be used for “political expenditures” as defined in Section 4955 of the Code, including but not limited to participation or intervention in a political campaign for a public office.

This grant is not in any way earmarked to support or carry on any lobbying or voter registration drive. Grantee intends to expend at least the amount of this grant on project non-lobbying and non-voter registration activities in Grantee’s current fiscal year.

Grantee represents that it is knowledgeable about Executive Order 13224 and the USA Patriot Act of 2001 and Grantee will not permit any Grant funds or income derived from such funds to be expended or re-granted so as to benefit any person or organization with ties to terrorists.

4. Anti-Discrimination Expectations

Grantee will not willfully discriminate against a particular class of individuals and will abide by all applicable local, state, and federal anti-discrimination laws in hiring, employment practices and when providing services.

5. No Assignment or Delegation

Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the prior written approval of The Colorado Health Foundation.

6. Records and Reports

Grantee must keep a record of all receipts and expenditures relating to this Agreement and to provide The Colorado Health Foundation with a written report summarizing the project promptly following the end of the Grant Period. The Colorado Health Foundation may also require interim reports. Grantee reports should describe progress achieving the Grant Purposes (including progress toward measurable results and intermediate milestones outlined above on Page 1) and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by The Colorado Health Foundation. If Grantee obtains any audited financial statements covering any part of the period of this Agreement, copies of such statements shall be provided to The Colorado Health Foundation promptly after receipt. Grantee must keep the financial records with respect to the Grant and this Agreement, along with copies of any reports submitted to The Colorado Health Foundation, for at least four years following the year in which all Grant funds are fully expended.

7. Required Notification

Grantee must provide The Colorado Health Foundation with immediate written notification of: (1) its inability to expend the Grant funds for the Grant Purposes; or (2) any expenditure of Grant funds for any purpose other than the Grant Purposes; and, (3) any other breach by Grantee of this Agreement.

8. Reasonable Access for Evaluation and Oversight

The Colorado Health Foundation incorporates evaluation into its charitable grant-making so that it and the Grantee can understand the impact of the Grant and how to improve the impact of the charitable grant-making moving forward, and for the benefit of other Grantees and for the State of Colorado. As a condition to the receipt of this Grant, Grantee agrees to comply with and to participate in any requests from The Colorado Health Foundation to conduct an evaluation of the effectiveness of this grant (the "Evaluation") either individually with the Grantee or with multiple grantees as part of a broader strategy of The Colorado Health Foundation, including but not limited to follow-up reporting and/or additional activities above and beyond those listed in the Payment and Requirements section of this Agreement.

Grantee will permit The Colorado Health Foundation and its representatives, at its request, to have reasonable access during regular business hours to its files, records, accounts, personnel and clients, or other beneficiaries for the purpose of making such financial audits, verifications, or program evaluations as The Colorado Health

Foundation deems necessary or appropriate concerning the Grant and to discuss Grantee's programs, procedures and operations with Grantee's personnel.

9. Research Involving Human Subjects:

If the Grant is to be used in whole or in part for research involving human subjects, Grantee hereby certifies that Grantee, applying the ethical standards and the criteria for approval of grants set forth in its Internal Review Boards and professional oaths, has determined that the human subjects involved in this Grant will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.

10. Publicity:

The Colorado Health Foundation encourages Grantee to publicize information concerning the Grant in the Grantee's newsletters, annual reports, press releases, Web-site and other relevant media. Grantee will obtain written approval by The Colorado Health Foundation of any content promoting information related to the grant, the organization or Foundation staff prior to releasing or publicizing such information. If Grantee has received these funds for "General Operating Support," The Colorado Health Foundation expects to be acknowledged as a sponsor for major events by the inclusion of The Colorado Health Foundation's logo in the event promotion materials and print collateral.

The Colorado Health Foundation welcomes any photographs relevant to the Grant for The Colorado Health Foundation's use. Photos must have prior client releases (if applicable) for publication purposes.

Without further notice to or consent from Grantee, The Colorado Health Foundation may include information regarding this Agreement and/or Grant, the amount and purpose of the Grant and photographs, logo or trademark, and other published/printed information or materials (provided by Grantee) and its activities, in The Colorado Health Foundation's periodic public reports, newsletters, Web-site and news releases.

11. Colorado Charitable Solicitations Act

Grantee represents that it is aware of and in compliance with the Colorado Charitable Solicitations Act governing fundraising in Colorado.

12. Right to Modify or Revoke

The Colorado Health Foundation reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant funds if, in The Colorado Health Foundation's sole judgment, such action is necessary or prudent: (1) because the Grantee has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives of this Agreement or any other charitable interest of The Colorado Health Foundation;

or (3) to comply with the requirements of any law or regulation applicable to Grantee, The Colorado Health Foundation, or this Grant.

13. Termination

The Colorado Health Foundation's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Grantee.

In addition to its right of revocation under Paragraph 12 above, The Colorado Health Foundation may terminate this Agreement at any time by giving Grantee at least 30 days of written notice. Upon termination of this agreement for any reason, all payments by The Colorado Health Foundation to Grantee shall cease at such time as may be determined by The Colorado Health Foundation.

Termination or revocation of this Agreement by The Colorado Health Foundation will not terminate Grantee's obligations under this Agreement with respect to Grant funds expended or otherwise not returned to The Colorado Health Foundation. Grantee's obligations under Paragraphs 6, 8, 10 and 16 shall also survive termination of this Agreement.

14. Special Conditions and Reporting

Grantee will submit reports to The Colorado Health Foundation according to the reporting schedule set forth on page one of this Agreement.

The Colorado Health Foundation requires grantees to share any public opinion research conducted with foundation funds. Public opinion research includes both qualitative and quantitative methods to learn about the thoughts, perceptions, or beliefs of the general public, including but not limited to focus groups, ethnography, online surveys, and telephone polling. Grantees should plan to share the results of this research, including findings and reports, with the foundation. The Colorado Health Foundation will not share the research without permission from the grantee.

15. Amendment

This Agreement may be amended, supplemented or extended only by written communication signed by The Colorado Health Foundation.

16. No Partnership Agency or Third Party Beneficiaries

Nothing contained in this Agreement shall create or be deemed to create a partnership or agency between The Colorado Health Foundation and Grantee and nothing contained in this Agreement shall be deemed to give rise to any rights or benefits to third parties not a party to this Agreement.

17. Intellectual Property

(a) Grantee represents and warrants that it owns or has the right to use all intellectual property that will be employed by Grantee or its agents in the performance of this

Agreement, including without limitation, Grantee's obligations under subsection (c) below.

(b) All works and matters created or discovered through the performance of this Agreement, including but not limited to, implementation methodologies, best practices guides and training curricula (the "Work"), are owned by the Grantee provided, however, that the Work may be used by Grantee only in furtherance of charitable purposes (i.e., activities recognized by the IRS as charitable and not resulting in "unrelated business taxable income" as defined in Section 512 of the Code), unless otherwise agreed in writing by The Colorado Health Foundation.

(c) Grantee hereby grants to The Colorado Health Foundation a nonexclusive, irrevocable, perpetual, worldwide, fully transferable, royalty-free license to (i) the Work, to make, use, sell, license to others, reproduce, create derivative works of, publish, republish, distribute, perform and display the Work in any current or future form and for any purpose in furtherance of charitable purposes, and (ii) any other intellectual property incorporated into or used in connection with the Work to the extent reasonably necessary to enable The Colorado Health Foundation to use and practice the licensed Work. The license herein granted to The Colorado Health Foundation shall vest without any further action on the part of Grantee. Without the prior written consent of The Colorado Health Foundation, Grantee will not enter into any agreement with a third party that would restrict Grantee's ability to perform its obligations under this subsection (c).

18. Disclaimer

Nothing contained herein, including the required reporting and review procedures, shall be construed as a warranty, representation, or approval by The Colorado Health Foundation that the services rendered by Grantee are adequately or properly rendered on either an individual or program-wide basis. Grantee shall have sole responsibility for all damages, costs, fines, attorneys' fees, or liabilities of any kind or nature arising from any claims, demands or suits resulting from the Grantee's performance or failure to perform under this Agreement.

19. Controlling Document

The terms and conditions of this Agreement shall be the controlling document between The Colorado Health Foundation and Grantee. All verbal communication, notes, minutes or other documentation of The Colorado Health Foundation shall be deemed merged into this Agreement. In making this Grant, The Colorado Health Foundation has relied on the information and representations submitted to The Colorado Health Foundation by Grantee and Grantee represents that all such information and representations are true and complete.

20. Future Funding

Grantee acknowledges that, except as expressly provided in this Agreement, The Colorado Health Foundation has no obligation to Grantee with respect to any additional or future funding.

21. Counterparts; Electronic Signature

This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement. The counterparts of this Agreement may be executed and delivered by facsimile, email, other means of electronic transmission, or other electronic signature and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

[Signature Page Follows]

Amy Latham

September 16, 2020

Amy Latham
Vice President, Philanthropy
The Colorado Health Foundation

Date

The undersigned certify that they are duly authorized officers of Grantee and, as such, are authorized to accept this contract on behalf of Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Grantee all agreements, representations, receipts, reports, and other instruments of every kind.

ACCEPTED AND AGREED TO:

Nick Gradisar

CEO/Executive Director of City of Pueblo (typed/printed name)

Nickolas Gradisar

September 16, 2020

CEO/Executive Director (signature)

Date



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 10, 2022

TO: President Larry W, Atencio and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING A COOPERATIVE PURCHASING AGREEMENT FOR TRANSIT BUSES BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND THE STATE OF WASHINGTON ACTING BY AND THROUGH THE DEPARTMENT OF ENTERPRISE SERVICES, A WASHINGTON STATE GOVERNMENTAL AGENCY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Cooperative Agreement between the City of Pueblo and the State of Washington, Department of Enterprise Services authorizing the City of Pueblo to purchase two Hybrid busses from their existing State bus purchasing contract.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo Transit has been awarded a Federal 2020-5307 Federal Cares act grant and placed into project BC2102 in the amount of \$1,596,989. These funds are intended to replace two cutaway vans for the Citi-Lift program and purchase two 35' Low Floor Hybrid Buses for Pueblo Transit.

FINANCIAL IMPLICATIONS:

The anticipated total project cost is \$1,596,989.00. There is no local City match as the 5307-Cares act Grant is 100% with no match required.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should this Ordinance not pass, the City would have to turn back \$1,596,989.00 to the Federal Transit Administration and future grant opportunities would be jeopardized.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:

City of Pueblo and Washington State Cooperative agreement

ORDINANCE NO. _____

AN ORDINANCE APPROVING A COOPERATIVE PURCHASING AGREEMENT FOR TRANSIT BUSES BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND THE STATE OF WASHINGTON ACTING BY AND THROUGH THE DEPARTMENT OF ENTERPRISE SERVICES, A WASHINGTON STATE GOVERNMENTAL AGENCY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Cooperative Purchasing Agreement for Transit Buses between and Pueblo, a Municipal Corporation, and the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



COOPERATIVE PURCHASING AGREEMENT

FOR

TRANSIT BUSES

MASTER CONTRACT NO. 06719

This Cooperative Purchasing Agreement for Transit Buses (“Agreement”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Pueblo, a municipal corporation (“Authorized Purchasing Entity”) and is dated and effective as of _December 6 __, 2021.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. In addition, Enterprise Services is authorized “to participate in, sponsor, conduct, or administer a cooperative purchasing agreement.” See RCW 39.26.060(1).
- C. Master Contract Cooperative Purchasing Agreements provide an opportunity for Enterprise Services to meet the needs of its customers and, by designing and developing the Competitive Solicitation and resulting Master Contract to include the opportunity for cooperative utilization by Authorized Purchasing Entities through a Cooperative Purchasing Agreement, to meet the needs of similarly situated purchasing entities who collectively enable an innovative, cost-effective, and efficient procurement solution for awarded contractors and eligible purchasers.
- D. The above-referenced Master Contract was competitively bid, evaluated, and awarded pursuant to the State of Washington’s procurement laws for goods/services. See RCW 39.26. The procurement and resulting Master Contracts were designed to create competition and awarded contractors for a variety of Transit Buses (contract categories).
- E. The above-referenced Master Contract was designed to and meets Federal Transit Administration (“FTA”) requirements for a State Cooperative Purchasing Contract under the FAST Act Sec. 3019. See Pub.L. 114-94.
- F. There are no pending protests or lawsuits pertaining to the procurement or award of the Master Contract.

- G. Enterprise Services maintains procurement and contract records pertaining to the Master Contract including the Competitive Solicitation, Bid Tab, Bidder Profiles, and resulting Master Contracts. In addition, Enterprise Services Transit Buses website identifies the various awarded contractors.
- H. The purpose of this Agreement is to enable the Authorized Purchasing Entity to utilize the above referenced Master Contract consistent with the terms thereof and the terms and conditions set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** Upon execution, this Cooperative Purchasing Agreement shall continue for the term of the applicable Master Contract, as amended or extended; *Provided*, however, that, upon written notice to Enterprise Services, Purchasing Entity may terminate its participation in this Cooperative Purchasing Agreement and its ability to utilize the above-referenced Master Contract.
2. **AUTHORIZATION TO UTILIZE THE MASTER CONTRACT.** Consistent with the terms and conditions of the Master Contract and Purchasing Entity's applicable procurement law, Purchasing Entity is authorized to utilize the above-referenced Master Contract as a procurement solution. The State of Washington makes no representation or warranty regarding Purchasing Entity's governing law or whether the Master Contract is an appropriate procurement solution for Purchasing Entity.
3. **CONTRACTOR CONSENT.** Consistent with its applicable procurement authority, Purchasing Entity may propose and negotiate jurisdiction-specific terms with the applicable awarded Contractor to meet Purchasing Entity's needs; *Provided*, however, that any such jurisdiction-specific modifications are subject to agreement with the applicable awarded Contractor. **Under no circumstances, however, will Purchasing Entity's jurisdiction-specific modifications change or modify the Master Contract obligations between the State of Washington and the applicable awarded Contractor.** Upon execution of Purchasing Entity's agreement with the applicable awarded Contractor, Purchasing Entity shall provide a copy of the same to Enterprise Services prior to making any purchases under the Master Contract.
4. **VENDOR MANAGEMENT FEE.** The Vendor Management Fee set forth in the Master Contract shall be paid by the applicable Contractor to Enterprise Services on all applicable purchases. In no event shall Purchasing Entity modify, waive, or terminate the Vendor Management Fee. Any such modification, waiver, or termination of the Vendor Management Fee shall be deemed a material breach of this Agreement and shall terminate the Agreement; and, in the event Purchasing Entity attempts to modify, waive, or terminate the Vendor Management Fee, Purchasing Entity shall, by such act, agree to notify Enterprise Services of the same and to pay to Enterprise Services, within thirty (30) days, the equivalent of the otherwise applicable Vendor Management Fee.
5. **ACCURATE PURCHASES.** Purchasing Entity shall make orders within the scope of the Master Contract. Any purchases outside of the scope of the Master Contract shall constitute a breach of this Agreement. IN the event of such breach, Enterprise Services may terminate this Agreement, including the authorization for any purchases by Purchasing Entity under the Master Contract. Purchasing Entity represents and warrants that it shall use reasonable, good faith efforts to assist the Contractor

in obtaining and reporting to Enterprise Services accurate purchases under the Master Contract for purposes of the applicable Vendor Management Fee.

6. AGREEMENT MANAGEMENT; NOTICES; PURCHASING ENTITY CONTRACT ADMINISTRATOR.

(a) AGREEMENT MANAGEMENT; NOTICES. The parties hereby designate the following contacts as the respective single points of contact for purposes of this Agreement. The parties may change such individuals by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Mesa County RTPO
Attn: Bus Purchases	Attn: __Benjamin Valdez_____
Department of Enterprise Services	_Pueblo Transit_____
PO Box 41411	_350 Alan Hamel Ave_____
Olympia, WA 98504-1411	_Pueblo, CO 81003__
Email: buspurchases@des.wa.gov	Tel: (719) 553-2706
	Email: _bvaldez@pueblo.us_____

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

(b) PURCHASING ENTITY INFORMATION. Purchasing Entity hereby designates the following contract administrator as the single point of contact for business activities under this Agreement.

Purchasing Entity Information	
Organization Name	Pueblo Transit
Tax Identification Number	98-03305
State Business Identification Number (Required for Non-Profit entities)	N/A
Contact Name for Contract Administrator	Benjamin Valdez
Title	Transit Director
Address	350 Alan Hamel Ave
City, State, Zip	Pueblo, CO 81003
Phone Number	719-553-2706
Email Address	bvaldez@pueblo.us

7. COMMUNICATION. In the event Purchasing Entity becomes aware of a significant contract performance issue pertaining to the Master Contract that, in Purchasing Entity’s reasonable judgment, could adversely impact the State of Washington, Purchasing Entity shall communicate the same to Enterprise Services.

8. CONTRACTOR DISPUTES. Purchasing Entity is responsible for resolving any disputes between itself and the applicable Master Contract Contractor regarding its purchases. Purchasing Entity shall notify Enterprise Services of any material dispute between Purchasing Entity and the applicable Master

Contract Contractor. When appropriate, Enterprise Services may assist Purchasing Entity in resolving such disputes.

9. NO LIABILITY. Other than those obligations expressly set forth in this Agreement, including the right of the State of Washington to the Vendor Management Fee, the parties shall have no liability whatsoever to each other with regard to transactions arising out of this Agreement or the Master Contract.
10. TAXES/FEEs. Unless otherwise agreed with Contractor, Purchasing Entity shall pay applicable sales and use taxes imposed by the tax jurisdictions in which purchase delivery occurs. Contractor agrees not make any charge for federal excise taxes and Purchasing Entity shall furnish Contractor with an exemption certificate where appropriate.
11. SCOPE OF PARTICIPATION. Purchasing Entity shall provide Enterprise Services with Purchasing Entity's estimates for purchases under the Master Contract. Purchasing Entity shall provide timely updates regarding such estimated purchases if there is a material change in such planned purchases. The purchasing estimates are for Enterprise Services' planning purposes in managing and approving purchases on the Master Contract.

Category	Estimated Purchases
Heavy Duty	2
Light/Medium Duty	0
Double Decker	0
Rebuilt	0
Refurbish	0
Repower	0

12. APPROVAL PROCESS. Purchasing Entity shall submit purchase information to Enterprise Services for approval of purchases under the Master Contract. Purchasing Entity shall provide necessary purchase information for each purchase including but not limited to, the final purchase order, the use of FTA funding, FTA grant number, and applicable Department of Transportation contact for approval. Enterprise Services shall include the respective state Department of Transportation for purchasing using FTA funds which require state DOT approval.

13. GENERAL PROVISIONS

- (a) ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. There are no representations or understandings of any kind not set forth herein.
- (b) AMENDMENT OR MODIFICATION. Except as set forth herein, this Agreement may not be amended or modified except in writing signed by a duly authorized representative of each party.
- (c) AUTHORITY. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- (d) ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- (e) COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED as of the date and year first above written.

TRANSIT BUSES COOPERATIVE
STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Jaime Rossman
Title: Assistant Director

AUTHORIZED PURCHASING ENTITY
PUEBLO, A MUNICIPAL CORPORATION

By: _____
Name: Nicholas A. Gradisar
Title: Mayor

Return this Agreement to Enterprise Services at:
buspurchases@des.wa.gov



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 10, 2022

TO: President Lawrence W. Atencio and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Transit Director

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE COUNTY OF PUEBLO EXTENDING PUBLIC TRANSIT SERVICES WITHIN THE UNINCORPORATED AREAS OF PUEBLO COUNTY, COLORADO

SUMMARY:

Attached is an Intergovernmental Agreement between the City of Pueblo and County of Pueblo for providing public transit services to the Salt Creek Neighborhood in unincorporated area of Pueblo County.

PREVIOUS COUNCIL ACTION:

The City and County of Pueblo originally entered into an Agreement for Extended Transit Services dated as of December 12, 1997 relating to the provision of public transit services within the unincorporated areas of Pueblo County, Colorado. The agreement has been extended as necessary since the original approval.

BACKGROUND:

Approval of the agreement allows continued services to the Salt Creek neighborhood on Route 11, the Red Creek Route. Agreement expired December 31, 2020.

FINANCIAL IMPLICATIONS:

Pueblo County will pay \$68,500 to the City of Pueblo for the cost of services for 2020 thru 2025.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for Pueblo Transit to discontinue service to the neighborhood reducing ridership on the Red Creek Route by approximately 15,500 passenger trips annually.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:

Inter-Governmental Agreement

ORDINANCE NO. _____

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

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

SECTION 1.

The Agreement for Extended Transit Services to the Salt Creek Neighborhood between the City of Pueblo and Pueblo County, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Intergovernmental Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

- Approved on _____.
- Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

AGREEMENT FOR EXTENDED TRANSIT SERVICES TO THE SALT CREEK NEIGHBORHOOD

THIS AGREEMENT is entered into with an effective date of January 1, 2021, by and between the County of Pueblo, a body corporate and politic, acting by and through s Board of Commissioners (hereinafter referred to as “County”) and the City of Pueblo, a Municipal Corporation (hereinafter referred to as the “City”).

WITNESSETH:

WHEREAS, pursuant to its home rule authority and the authority granted by statute, including but not limited to C.R.S. § 31-15-711(1)(g), the City is authorized to develop, maintain and operate mass transit systems, either individually or jointly with any other government, and pursuant to that authority the City is maintaining and operating a mass transit system within the corporate boundaries of the City; and

WHEREAS, the County is authorized by virtue of C.R.S. § 30-11-101(1)(f) to develop, maintain and operate mass transit systems either individually or jointly with any government; and

WHEREAS, the City and the County may contract with one another to provide a mass transit system of the type deemed needed by the citizens of and visitors to the area pursuant to authority in C.R.S. §§ 30-11-101(1)(f) and 31-15-711(1)(g) as implemented by C.R.S. § 29-1- 201, *et seq.*; and

WHEREAS, the City and County have previously entered contracts to provide a mass transit system including most recently the January 1, 2020 Agreement for Extended Transit Services to the Salt Creek Neighborhood (“Prior IGAs”); and

WHEREAS, the City, at the request of the County, is willing to continue to develop, maintain and operate said system incorporating and including service to and from the Salt Creek neighborhood within the geographic boundaries which are under the jurisdiction of the County and outside the corporate boundaries of the City; and

WHEREAS, the City and the County do jointly desire to provide this service as herein established under the terms 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. OPERATION OF MASS TRANSIT SYSTEM.

(a) Subject to the terms and conditions set forth herein, the City and the County agree to operate a joint mass transit system by bus within the Salt Creek neighborhood located within the unincorporated area of Pueblo County, Colorado (hereinafter referred to as the “System”). The parties agree that the City will be the sole manager and operator of the System herein established. In managing and operating the System, the City shall have the right to utilize all of the roads, highways and rights of way of the County capable of safely handling buses without charge therefor by the County. The

fixed routes for the System, shall be established by the City in its sole judgment and discretion.

(b) The parties recognize and acknowledge that the City has for many years separately operated an urban mass transit system serving the residents and transportation needs of the City and its residents. The operation of the urban mass transit system within the corporate boundaries of City shall remain separate and not subject to any provisions of this Agreement. The operation of the joint System pursuant to this Agreement is intended to authorize expansion of the City transit system beyond the City's corporate boundaries in unincorporated areas of Pueblo County, consistent with maintaining the existing level of urban mass transit service, the availability of buses, personnel and support systems, the need for service beyond City's corporate boundaries, fare and subsidy revenues available for service beyond City's corporate boundaries, and contractual and regulatory limitations arising from City's receipt of federal financial assistance for mass transit. The determination of the appropriateness for and degree of such expansion of the transit system, if any, shall be made by the City in its sole judgment and discretion.

(c) In developing, operating and maintaining the System, the City will use its buses, personnel, contractors, support systems, management and administrative systems.

2. REVENUE AND EXPENDITURES.

(a) The parties agree that reasonable charges or fares may be assessed and collected from persons utilizing the System established within the scope of this Agreement. The decision as to the amount of such fares and to any rules and regulations in connection with such System shall be made by the City. All revenues derived from any such fares or charges shall be and remain property of the City and shall be used to defray the operation and maintenance expenses of the System.

(b) In addition to the foregoing, City may apply for and receive state and federal grants and other financial assistance for purposes of acquiring property for use in or in conjunction with the System, and for purposes of subsidizing operation, maintenance and administrative expenses of the System. All such grants and assistance shall become and remain the property of the City, and City shall be responsible for compliance with all contractual and regulatory requirements associated with receipt of such grants and assistance.

(c) City may, but shall not be required to, provide additional City funds for capital improvements benefitting the System, acquiring or leasing property for use in conjunction with the System, or for subsidizing the operation, maintenance and administrative expenses of the System. The decision concerning whether to provide such additional City funds shall at all times remain vested in the City Council of City whose decision thereon shall be conclusive.

(d) The County shall be required to provide County funds for subsidizing the operation, maintenance and administrative expenses of the System. For the initial year of this Agreement, the County shall pay the City the amount of Sixty-Eight Thousand and Five Hundred Dollars (\$68,500.00) to subsidize the operation, maintenance and administrative expenses of the System ("County Subsidy"). The County Subsidy shall increase by three percent (3%) each year thereafter for the duration of this Agreement. The County shall pay the County Subsidy to the

City on a quarterly basis. Nothing in this paragraph is intended to modify the authority of City to establish such fixed routes as it deems appropriate in its sole judgment and discretion.

3. NO IMPAIRMENT OF EXISTING CONTRACTS.

Nothing in this Agreement is intended to alter, amend, modify or impair any existing contract entered into by the City concerning operation of the City's separate transit system or the System, including but not limited to any binding collective bargaining agreement and any agreement with the Pueblo Transportation Company.

4. LIABILITY AND INSURANCE.

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

5. NOT GRANT OF FRANCHISE.

The establishment of this Agreement shall not be construed as an exclusive grant or franchise prohibiting similar grants, franchises or agreements pertaining to mass transit systems or other common carriers operating within the territorial jurisdiction of either the City or County.

6. TERM.

The term of this Agreement shall be for a period of five (5) years; provided, however, that same may be cancelled and terminated upon one hundred eighty (180) days advance written notice by either party to the other, in which case each party shall be released from all further liability and obligations hereunder except for (a) liabilities and obligations specifically incurred by the party under a separate written contract or other instrument, (b) obligations and liabilities imposed by operation of law, and (c) liabilities and obligations arising from leases entered into at the specific request of the party as a condition for provision of funding.

7. 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, sexual orientation, disability or age. City shall endeavor to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, national origin, sexual orientation, disability or age.

8. ENTIRE AGREEMENT; AMENDMENTS.

The provisions set forth in this Agreement constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. City and County hereby release one another from any claims arising from the Prior IGAs. 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 City and County.

9. 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 City and the County have executed this Agreement as of the date first above written and under laws of the State of Colorado.

ATTEST:

By: 
Clerk to the Board

COUNTY OF PUEBLO

By: 
Chair, Board of County Commissioners
Date: 12/7/21

ATTEST:

By: _____
City Clerk

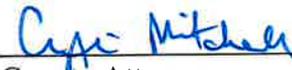
CITY OF PUEBLO
A Municipal Corporation

By: _____
Mayor
Date: _____

[S E A L]

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
County Attorney

By: _____
City Attorney



**BACKGROUND PAPER FOR PROPOSED
ORDINANCE**

COUNCIL MEETING DATE: January 10, 2022

TO: President Lawrence W. Atencio and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

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

SUBJECT: AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE WILDHORSE ANNEXATION 1 TO THE CITY OF PUEBLO DESCRIBED AS 80.40 ACRES OF LAND LOCATED NORTH OF THE U.S. HIGHWAY 50 WEST AND THE PUEBLO BOULEVARD INTERCHANGE

SUMMARY:

The Petitioner is requesting to annex the property containing 80.40 acres into the City of Pueblo commonly known as the Wildhorse Annexation 1 to the City of Pueblo. This is the first phase of a two-phase annexation that will total 179.38 acres.

PREVIOUS COUNCIL ACTION:

On June 14, 2021 City Council approved a Resolution No. 14632 preliminarily determining that the petition for annexation of the area commonly known as the Wildhorse Annexation 1 is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

BACKGROUND:

The Wildhorse Annexation 1 is located north of the U.S. Highway 50 West and the Pueblo Boulevard Interchange. The Petitioner is requesting to annex 80.40 acres into the City to facilitate the development of a mixture of retail uses, high density residential, and business park uses. The proposed annexation site is located north of unincorporated Pueblo County (A-1, Agricultural One, A-2, Agricultural Two, A-3, Agricultural Three Districts), which are undeveloped except for a self-storage facility within the A-2 Agricultural District. The property to the east is undeveloped A-1, Agricultural One in Pueblo County. The property to the south has A-3, Agricultural Three, A-1, Agricultural One, and S-1, Public Use Districts within unincorporated Pueblo County. There is one residence south of the property within the Holiday Hills Subdivision in unincorporated Pueblo County. In addition, the Colorado Department of Transportation Maintenance Facility and Yard is located south of the property within city limits. The area west of the property is undeveloped A-3, Agricultural Three in Pueblo County.

The annexation agreement identifies that the property will be zoned City A-1, Agricultural One as an interim zone district. The annexation agreement allows for the A-1 zone district to continue for not more than 10 years and prohibits building permits from being issued until the property is rezoned to a zone district that is consistent with the Pueblo Comprehensive Plan.

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the December 8, 2021, Regular Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Avalos to recommend approval of the proposed annexation petition. Motion passed 7-0.

STAKEHOLDER PROCESS:

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

ALTERNATIVES:

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

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

RECOMMENDATION:

Approval of the Ordinance.

Attachments:

Proposed Ordinance

Wildhorse Annexation Agreement

Wildhorse Annexation 1 Plat

Minutes of the Planning and Zoning Commission December 8, 2021

Planning and Zoning Commission Staff Report with Exhibits

ORDINANCE NO. _____

AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE WILDHORSE ANNEXATION PHASE 1 TO THE CITY OF PUEBLO DESCRIBED AS 80.40 ACRES OF LAND LOCATED NORTH OF THE U.S. HIGHWAY 50 WEST AND THE PUEBLO BOULEVARD INTERCHANGE

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

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

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

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

SECTION 1.

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

1. AREA TO BE ANNEXED

WILDHORSE ANNEXATION 1

A portion of three parcels of land located in sections 9 and 10, Township 20 South, Range 65 West, of the 6th Principal Meridian in the County of Pueblo and State of Colorado, being more particularly described as follows:

Commencing at the SE corner of the W ½ of the E ½ of the SW ¼ of said Section 10; Thence S89 degrees 10 minutes 16 seconds W, a distance of 612.25 feet to the point of beginning the present city limits line; thence N89 degrees 10 minutes 16 seconds E, a distance of 612.25 feet; thence N01 degrees 40 minutes 27 seconds E, a distance of 2661.29 feet to the

Northeast corner of the W 1/2 of E 1/2 of the SW 1/4 of section 10; thence S88 degrees 57 minutes 11 seconds W, along the said north line, a distance of 665.40 feet, to the Northwest corner of the W 1/2 of the E 1/2 of the SW 1/4 of Section 10; thence S0 degrees 0 minutes 0 seconds W, a distance of 1492.67 feet; thence N90 degrees 0 minutes 0 seconds W, a distance of 2318.65 feet; thence S 29 degrees 39 minutes 59 seconds E, a distance of 1269.12 feet to a point on the west line of the E 1/2 of the E 1/2 of the E 1/2 of the SE 1/4 of said Section 9 and the north line of Colorado State Highway No. 50, and the present city limits line; thence S 88 degrees 08 minutes 38 seconds E, continuing along said City Limits line, a distance of 178.88 feet; thence N 77 degrees 48 minutes 53 seconds E, continuing along said City Limits line, a distance of 152.37 feet; thence N 77 degrees 32 minutes 17 seconds E, continuing along said City Limits line, a distance of 312.70 feet; thence N 67 degrees 53 minutes 08 seconds E, continuing along said City Limits line, a distance of 309.71 feet; thence N 10 degrees 48 minutes 11 seconds, continuing along said City Limits line, a distance of 460.12 feet; thence S 74 degrees 30 minutes 12 seconds E, continuing along said City Limits line, a distance of 441.31 feet; thence S 06 degrees 04 minutes 05 seconds E, continuing along said City Limits line, a distance of 385.19 feet; thence S 23 degrees 35 minutes 46 seconds E, continuing along said City Limits line, a distance of 141.19 feet; thence S 55 degrees 35 minutes 35 seconds E, continuing along said City Limits line, a distance of 166.17 feet to a point on the south line of W 1/2 of the E 1/2 of the SW 1/4 of said section 10 and the point of beginning.

Containing 80.40 acres, more or less.

2. PROPOSED NEW CITY LIMITS LINE:

Commencing at the SE corner of the W 1/2 of the E 1/2 of the SW 1/4 of said Section 10; Thence S89 degrees 10 minutes 16 seconds W, a distance of 612.25 feet to the point of beginning the present city limits line; thence N89 degrees 10 minutes 16 seconds E, a distance of 612.25 feet; thence N01 degrees 40 minutes 27 seconds E, a distance of 2661.29 feet to the Northeast corner of the W 1/2 of E 1/2 of the SW 1/4 of section 10; thence S 88 degrees 57 minutes 11 seconds W, along the said north line, a distance of 665.40 feet, to the Northwest corner of the W 1/2 of the E 1/2 of the SW 1/4 of Section 10; thence S0 degrees 0 minutes 0 seconds W, a distance of 1492.67 feet; thence N90 degrees 0 minutes 0 seconds W, a distance of 2318.65 feet; thence S 29 degrees 39 minutes 59 seconds E, a distance of 1269.12 feet to a point on the west line of the E 1/2 of the E 1/2 of the E 1/2 of the SE 1/4 of said Section 9 and the north line of Colorado State Highway No. 50, and the present city limits line.

3. CERTIFICATION OF PERIMETER:

At least one-sixth of the boundary of the land described in paragraphs one (1) above, is now existing City Limits Line.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

This Ordinance shall become effective immediately upon final passage and the annexation shall be effective for ad valorem tax purposes on and after January 1, 2023.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

ANNEXATION AGREEMENT

CASE NO. A-20-04 WILDHORSE ANNEXATION

This Annexation Agreement is made effective as of _____, 2022, by and between the City of Pueblo, a Municipal Corporation, (the “City”), for the use and benefit of Wildhorse Land and Holdings, LLC a Colorado limited liability company, (“Petitioner”),

WITNESSETH

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

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

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

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

I. REPRESENTATIONS AND WARRANTIES OF PETITIONER

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

(1) Petitioner has good and marketable fee simple title to the Property subject only to Permitted Encumbrances attached hereto as Exhibit “B.”

(2) Petitioner is authorized to and has taken all action required by it (a) to annex the Property to the City and (b) to execute, deliver and perform its obligations under this Annexation Agreement, and (c) to carry out and consummate all of its transactions contemplated by this Annexation Agreement.

(3) This Annexation Agreement when executed and delivered constitutes a valid and legally binding obligation of the Petitioner enforceable against Petitioner according to its terms. The document entitled “Special Improvements and Dedications” marked as Exhibit “C”, and attached hereto, is incorporated herein by this reference. In the event of a conflict between the terms and conditions of Exhibit C and this Agreement, the terms and conditions contained in Exhibit C shall control.

(4) Neither the execution and delivery of this Annexation Agreement nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions or any restriction or any agreement or instrument to which the Petitioner is bound or constitutes a default under any of the foregoing.

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

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

II. MASTER DEVELOPMENT PLAN

If the Property is not intended to be included in a single subdivision, Petitioner will prepare and submit or cause to be prepared and submitted to the Planning and Zoning Commission for approval a Master Development Plan for the Property contemporaneously with Petitioner's application to zone the Property as provided in Article III hereof. The Master Development Plan shall be prepared in consultation with the City's Subdivision Review Committee and Department of Planning and Community Development and submitted in its entirety to the Planning and Zoning Commission. The Master Development Plan will comply with the policies of the Pueblo Regional Comprehensive Development Plan existing as of the date the Master Development Plan is approved, and will be designed to address, identify and resolve all development, drainage, utilities, traffic and other infrastructure needs and requirements and the wide range of planning and development issues involved in and with respect to the development of the Property. The Master Development Plan shall address the identified uses and infrastructure requirements for the land use classification into which the Property has been classified or will in the reasonable future be classified under the Pueblo Regional Comprehensive Development Plan.

The Master Plan as submitted and approved by the Planning and Zoning Commission will have the flexibility to adapt to changing conditions over the estimated time period for the development of the Property and shall consist of the following: (a) Development Plan, (b) Drainage Plan, (c) Sanitary Sewer Plan, (d) Transportation Plan, and (e) Environmental Study:

(1) Development Plan. The Development Plan shall be prepared in accordance with the requirements of Sections 12-4-5(a)(2) and 12-4-6(a) of the Pueblo Municipal Code. A development plan establishing the anticipated phasing of the development of the Property shall be prepared as part of the Development Plan.

(2) Drainage Plan. The Drainage Plan shall be prepared in accordance with the Storm Drainage Design Criteria and Drainage Policies for the City of Pueblo, Colorado, published June 9, 1997, or as same may hereafter be amended (MANUAL) and be certified by a Professional Engineer competent in the field of surface water drainage engineering and registered in the State of Colorado. Stormwater flows from subdivisions within the Property must be detained and/or retained as determined by the Director of Public Works. The Petitioner shall construct, at its sole expense, such detention and retention facilities, along with the complete stormwater conveyance system (collectively the "Drainage Facilities") in full compliance with the MANUAL and the City's Standard Construction Specifications and Standard Details, published March 28, 2005, or as either may be hereafter amended and as shown on the construction plans approved by the Director of Public Works. The Petitioner, at its sole expense, shall be responsible for the acquisition and dedication of

all on-site and off-site easements to facilitate the installation of the Drainage Facilities on and off the Property and to provide conveyance for site stormwater run-off to downstream receiving waters.

The Drainage Plan shall address surface water drainage within the Property, upstream drainage tributary to the Property, as well as effects of the development of the Property upon downstream properties and drainage facilities. Negative impacts on the surrounding properties, as determined by the City's Director of Public Works, which are reasonably attributable to the development shall be mitigated through stormwater drainage improvements installed by and at the expense of the Petitioner. Additionally, if off-site downstream storm drainage facilities are determined to be inadequate, supplemental detention and retention facilities must be constructed by the Petitioner. The Drainage Plan shall include a phasing plan or schedule addressing proposed drainage improvements for the Property.

Stormwater releases, water quality management, and erosion control measures shall be incorporated into the Drainage Plan to meet current and future NPDES requirements.

The Petitioner must reduce peak flows and run-off volumes from the Property, to the maximum extent practicable, to levels that existed prior to any development within the Property, or to levels that are capable of being handled by the downstream drainage facilities, whichever is less, as determined by the Director of Public Works.

Prior to the approval of any subdivision of land within the Property, a subdivision drainage report must be submitted to the City's Director of Public Works for approval.

(3) Sanitary Sewer Plan. The Sanitary Sewer Plan shall be prepared in accordance with the Sanitary Sewer Design Criteria and Policies for City of Pueblo published April 28, 2008, or as same may hereafter be amended, and be certified by Professional Engineers competent in the field of sanitary sewer engineering and registered in the State of Colorado. The Sanitary Sewer Plan shall address the needs of the gravity-fed sanitary sewer drainage basin of which the Property is a part. from the tributary area north of the Property through the Property to the south Property line as provided in Exhibit C. The sewer drainage basin shall be approved by the Director of Public Works. Associated impacts on City's existing non-principal sanitary sewer system (less than 15-inch diameter) and proposed sanitary sewer system shall be identified in the Sanitary Sewer Plan, and those impacts which are reasonably attributable to the development of the Property as determined by the City, in its sole discretion, shall be mitigated through the installation of sanitary sewer improvements installed by and at the expense of the Petitioner. The Sanitary Sewer Plan shall include a phasing plan or schedule for such sanitary sewer improvements.

If sanitary sewers within the Property are oversized to serve future development or are designed and constructed off-site of the Property but within the sewer drainage basin, an Agreement to recover an equitable share of the cost of constructing oversized and off-site sewer collection system improvements ("Agreement") may be entered into between the Petitioner and the City in accordance with Chapter 5, Title XVI of the Pueblo Municipal Code or as same may later be amended.

If sanitary sewers are constructed downstream from the Property which will serve future development outside the Property but within the sewer drainage basin, the Agreement shall include provisions allowing the Petitioner to be reimbursed in accordance with said Chapter 5 of the City's ordinances.

The Agreement will comply with the City's then existing applicable ordinances but shall not require any cost recovery from the City except to the extent that funds therefore are made available by Resolution of the City Council pursuant to Section 16-11-4 of the Pueblo Municipal Code or as same may hereafter be amended for oversizing the sanitary sewer system within the Property.

(4) Transportation Plan. The Transportation Plan has been prepared by professional engineers competent in the field of transportation and registered in the State of Colorado and submitted to the City Traffic Engineer. Associated impacts on City's existing and proposed traffic and roadway systems are identified in the Transportation Plan and studies, and those impacts which are reasonably attributable to the development of the Property as determined by the Transportation Plan shall be mitigated through traffic improvements constructed and installed by and at the expense of the Petitioner (including, but not limited to, traffic signals, signal interconnect, conduit and wire, deceleration/acceleration lanes, and median islands). The Transportation Plan includes a general phasing plan or schedule of such traffic improvements. Notwithstanding the foregoing provisions of this Section 4, the obligation of the Petitioner for the improvements referenced in this Section 4 will not exceed the specific provisions of Exhibit "C" to this Annexation Agreement.

(5) Environmental Studies. In addition to the requirements of Section 12-4-6(b)(3) of the Pueblo Municipal Code, if the Property includes any land that is adjacent to or has previously been used for solid waste disposal by land filling, the Petitioner at its expense, shall provide the City with a Phase I Environmental Study of the Property and a further in-depth study of any potential methane gas presence on, or migration from or to the Property. Such studies shall be performed by Professional Engineers competent in environmental engineering. The boundaries of the landfill area shall be identified on the Master Development Plan and shall be tested for the presence of methane gas in accordance with procedures approved by the appropriate State Agencies and the results summarized as a comparison to State and Federal regulatory limits of the landfill area and at the exterior boundary of the landfill area.

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

III. ZONING AND SUBDIVISION

(1) No later than ninety (90) days after the effective date of the ordinance annexing the Property, Petitioner shall cause the Property to be zoned an Agricultural District (A-1). If the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property.

(2) For any land use that is not a permitted use in the Agricultural District (A-1) or is allowed upon the approval and issuance of a special use permit by the Zoning Board of Appeals, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property until after that portion of the Property is zoned into the land use classification most nearly corresponding to the land use classification identified in the Pueblo Regional Comprehensive Development Plan, as amended.

(3) No rights shall exist in Petitioner nor with respect to the Property arising from its preexisting subdivision or use at the time of annexation. No application for subdivision of all or any part of the Property shall be submitted to or considered by the City until after the Master Development Plan has been approved by the Planning and Zoning Commission; provided, however, that if the Property is intended to be included in a single subdivision, the application for such subdivision may be submitted at the time the Master Development Plan is submitted to the Planning and Zoning Commission. No subdivision of the Property shall be approved prior to the time the ordinance annexing the Property is approved on final presentation.

(4) An application to rezone the Property may be filed at any time after the petition for annexation has been found to be valid in accordance with the provisions of §31-12-107, C.R.S. The Planning and Zoning Commission may hear the petition for zoning and make its recommendations thereon prior to annexing the Property, but the proposed zoning ordinance shall not be passed on final presentation prior to the date the ordinance annexing the Property is approved on final presentation.

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

IV. PUBLIC FACILITIES

The Petitioner shall dedicate land and right-of-way for public uses and facilities necessary to serve the Property or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, sanitary and storm sewers, drainage ways and facilities, utilities, streets, roadways, trails, travel systems, parks and open space. The Petitioner at its expense shall timely construct and install all on-site improvements, and all offsite improvements as set forth in this Agreement (as well as those where an essential nexus exists between the offsite improvement and a legitimate government interest, and the cost of the improvement is roughly proportionate both in nature and extent to the impact of the proposed development of the Property), “that are necessary to serve the Property” or required as a result of the development of the property as determined by the City, in its sole discretion, including, but not limited to, trails, parks, streets, street lights, curbs and gutters, sidewalks, bridges, traffic control devices, sanitary sewers, storm sewers, drainage and channel improvements and facilities, but excluding public buildings such as fire stations.

All such improvements shall meet and comply with applicable City ordinances in effect at the time of installation of such improvements.

V. UTILITIES

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

VI. COMPLIANCE WITH ORDINANCES

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

VII. BINDING EFFECT

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

VIII. AMENDMENTS

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

IX. SEVERABILITY

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

X. VESTED RIGHTS

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

The Petitioner acknowledges and agrees that neither this Annexation Agreement nor any provision hereof, nor the annexation of the Property to the City, nor the approval of the Master Development Plan, zoning or subdivision, either separately or jointly (a) creates or establishes a vested property right in or for the benefit of the Petitioner or its successors or assigns, or with respect to the Property; or (b) constitutes a site-specific development plan. The terms “vested property right” and “site-specific development plan” shall have the same meaning as set forth in Section 17-12-2 of the Pueblo Municipal Code and §24-68-101, et seq., C.R.S.

XI. BUILDING PERMITS

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

XII. DISCONNECTION

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

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

XIII. CONTRACTUAL NATURE OF ANNEXATION AGREEMENT

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

XIV. SPECIAL IMPROVEMENTS AND DEDICATIONS AND SYSTEM DEVELOPMENT FEES

In addition to the on-site and off-site improvements and land dedications required to be made by the provisions of this Annexation Agreement, Petitioner will construct and install the improvements, dedicate the land, and pay or cause to be paid the system development fees described in Exhibit C attached hereto and incorporated herein. The improvements, dedications, and system developments described in said Exhibit C are in addition to and not in substitution for any improvements or dedications otherwise required by this Annexation Agreement.

XV. MISCELLANEOUS

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

- (a) if to the City: Mayor, City of Pueblo
1 City Hall Place, 2nd Floor
Pueblo, CO 81003
- (b) copy to: City Attorney
1 City Hall Place, 3rd Floor
Pueblo, CO 81003
- (c) if to the Petitioner: Warren Dean
Wildhorse Land and Holdings, LLC
P.O. Box 64140
Colorado Springs, CO 80962
- (d) copies to: Michael Cuppy
NorthStar Engineering and Surveying, Inc.
111 E. 5th Street
Pueblo, CO 81003

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

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

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

the exclusive benefit of the City and the Petitioner.

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

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

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

CITY OF PUEBLO, a Municipal Corporation

[S E A L]

Attest: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney

PETITIONER:

WILDHORSE LAND AND HOLDINGS,
LLC, A COLORADO LIMITED LIABILITY
COMPANY:

By: _____
Warren Dean
Manager

Attest: _____
By _____
Title _____

STATE OF COLORADO)
COUNTY OF PUEBLO) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Nicholas A. Gradisar as Mayor of the City of Pueblo and Marisa Stoller as City Clerk of Pueblo, a Municipal Corporation.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Warren Dean, as Manager of Wildhorse Land and Holdings, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

Exhibit A

AREA TO BE ANNEXED:

A parcel of land located in Section 9, Township 20 South, Range 65 West, of the 6th Principal Meridian, said parcel being more particularly described as follows:

PARCEL 1

Beginning at a point on the North line of the SE $\frac{1}{4}$ of said Section 9 from which the E $\frac{1}{4}$ corner of said Section 9 bears S 89 degrees 58 minutes 50 seconds E, a distance of 1264.04 feet; Thence N 80 degrees 58 minutes 50 seconds W, along said north line, a distance of 991.13 feet to a point on the center line of the Kansas and Colorado Railroad abandoned right of way; thence N 42 degrees 45 minutes 25 seconds W, along center line, a distance of 187.73 feet to the beginning of a curve to the right having a radius of 2864.93 feet; thence northwesterly continuing along said center line, along the arc of said curve, through a central angle of 11 degrees 29 minutes 26 seconds, a distance of 574.56 feet; thence N 31 degrees 15 minutes 59 seconds W continuing along said center line a distance of 26.24 feet; thence S 02 degrees 50 minutes 30 seconds W, leaving said center line, a distance of 379.22 feet; thence S 11 degrees 18 minutes 36 seconds E, a distance of 290.64 feet; thence S 25 degrees 47 minutes 14 seconds E, a distance of 494.22 feet, thence S 74 degrees 07 minutes 07 seconds E, a distance of 738.18 feet; thence S 45 degrees 35 minutes 07 seconds E, a distance of 1107.39 feet; thence S 29 degrees 38 minutes 54 seconds E, a distance of 1265.26 feet to a point on the west line of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 9; thence N 00 degrees 43 minutes 31 seconds E, along said west line, a distance of 1368.99 feet to a point on a non tangent curve, having a radius of 1019.00 feet, a radial line bears N 39 degrees 23 minutes 00 seconds E from said point; thence northwesterly along the arc of last said curve through a central angle of 14 degrees 17 minutes 21 seconds, a distance of 254.13 feet; thence N 36 degrees 19 minutes 39 seconds W, tangent to last said curve, a distance of 1258.51 feet to the point of beginning, Pueblo County, Colorado.

Said parcel contains 50.47 acres, more or less

PARCEL 2

The W $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 10, Township 20 South, Range 65 West; also the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 9, Township 20 South, Range 65 West of the 6th P.M., County of Pueblo, State of Colorado, EXCEPT that portion conveyed to the State Department of Highways in rule and order recorded May 8, 1975 in Book 1813 at Page 36.

Said parcel contains 128.91 acres, more or less.

2. PROPOSED NEW CITY LIMITS LINE:

Beginning at the Northeast corner of the W $\frac{1}{2}$ of E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of section 10 and the present City limits line; thence S 88 degrees 57 minutes 11 seconds W, along the north line, a distance of 665.40 feet, to the Northwest corner of the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 10 and present City limits lines; thence S 88 degrees 54 minutes 17 seconds W, along the north line, a distance of 1331.50 feet, to the Northeast corner of the E $\frac{1}{4}$ of section 9; thence S 89 degrees 58

minutes 21 seconds W, along the north line, a distance of 328.94 feet to the NW corner of the E ½ of the E ½ of the E ½ of the SE ¼ of Section 9; thence S 0 degrees 40 minutes 42 seconds W, along the west line, a distance of 1198.59 feet to a point on a non tangent curve, having a radius of 1019.00 feet, a radial line bears N 39 degrees 23 minutes 00 seconds E from said point; thence northwesterly along the arc of last said curve through a central angle of 14 degrees 17 minutes 21 seconds, a distance of 254.36 feet; thence N 36 degrees 19 minutes 40 seconds W, tangent to last said curve, a distance of 1258.29 feet, to a point on the north line of the SE ¼ of said Section 9; thence N 89 degrees 59 minutes 03 seconds W, along said north line, a distance of 991.53 feet to a point on the center line of the Kansas and Colorado Railroad abandoned right of way; thence N 42 degrees 46 feet 50 seconds, along said center line, distance of 187.77 feet to the beginning of a curve to the right having a radius of 2864.93 feet; thence northwesterly, continuing along said center line, along the arc of said curve, through a central angle of 11 degrees 19 minutes 26 seconds, a distance of 574.22 feet; thence N 31 degrees 39 minutes 05 seconds W continuing along said center line a distance of 26.62 feet; thence S 02 degrees 50 minutes 55 seconds W, leaving said center line, a distance of 379.17 feet; thence S 11 degrees 18 minutes 19 seconds E, a distance of 290.71 feet; thence S25 degrees 46 minutes 43 seconds E, a distance of 494.36 feet; thence S 74 degrees 06 minutes 44 seconds E, a distance of 738.34 feet; thence S 45 degrees 34 minutes 43 seconds E, a distance of 1107.74 feet; thence S 29 degrees 39 minutes 59 seconds E, a distance of 1269.12 feet to a point on the west line of the E ½ of the E ½ of the E ½ of the SE ¼ of said Section 9; thence S 89 degrees 24 minutes 00 seconds E, a distance of 183.40 feet; thence N 78 degrees 28 minutes 30 seconds E, a distance of 152.30 feet; thence N 78 degrees 08 minutes 30 seconds E, a distance of 313.00 feet; thence N 68 degrees 32 minutes 30 seconds E, a distance of 309.70 feet; thence N 11 degrees 27 minutes 30 seconds, a distance of 460.20 feet; thence S 73 degrees 51 minutes 0 seconds E, a distance of 441.30 feet; thence S 05 degrees 25 minutes 00 seconds E, a distance of 385.30 feet; thence S 22 degrees 58 minutes 00 seconds E, a distance of 141.40 feet; thence S 53 degrees 51 minutes 30 seconds E, a distance of 168.40 feet to a point on the south line of W ½ of the E ½ of the SW ¼ of said section 10; thence N 89 degrees 10 minutes 16 seconds E, along said south line, a distance of 612.25 feet to the SE corner of the W ½ of the E ½ of the SW ¼ of said Section 10, and present city limits line.

3. CERTIFICATION OF PERIMETER:

At least one-sixth of the boundary of the land described in paragraphs one (1) above, is now existing City Limits Line.

EXHIBIT B

None

EXHIBIT C

SPECIAL IMPROVEMENTS AND DEDICATIONS

WILDHORSE ANNEXATION (A-20-04) ANNEXATION AGREEMENT

1. Off-Site Roadways

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

2. Roadway Design, Alignment and Accesses to Property

The primary existing roadway accesses to the Property, shown on the attached Exhibit C-1, are from Pueblo Boulevard and Wildhorse Road which are described in paragraphs a and b below. Future roadway network connectivity with the Property may be provided via a future extension of Industrial Boulevard from Pueblo West Municipal District and is described in paragraph c below.

a. Pueblo Boulevard. Pueblo Boulevard extending from the southern boundary of the Property to the northern boundary of the Property shall be designed to accommodate the City's Major Arterial/NR-C Non-Rural Arterial standards, as described and shown on Exhibit C-5, with a one hundred fifty (150) foot right-of-way, with full movement intersection spacing as shown on the attached Land Use Plan, Exhibit C-2, and shall be accepted by the City as a City street. The one hundred fifty (150) foot right-of-way may be expanded to no greater than a maximum of one hundred seventy-five (175) feet in specific roadway segments if the traffic study results warrant additional width. The right-of-way will include sufficient width for a center median which allows for the

installation of full movement turn lanes and intersections. A development plan providing for the general phasing of the construction of Pueblo Boulevard is included in Petitioner's Traffic Study. Provisions for the phased roadway development plan for Pueblo Boulevard shall also be included within any Subdivision Improvement Agreement pertaining to the future subdivisions within the Property.

b. Wildhorse Road. Wildhorse Road's proposed alignment from the north-western boundary of the Property to the intersection with Pueblo Boulevard shall be designed as a Mixed-Use Collector roadway with an eighty (80) foot right-of-way. The eighty (80) foot right-of-way may be expanded to no greater than a maximum of one hundred ten (110) feet in specific roadway segments if the traffic study results warrant additional width. Wildhorse Road is currently constructed with a 24 foot wide asphalt roadway within a right-of-way that varies between 40 feet and 80 feet. Any extension of Wildhorse Road from Pueblo Boulevard toward the eastern boundary of the Property shall be determined in connection with the development of Areas PA-1 and PA-2 as shown on the approved Land Use Plan.

A development plan providing for the general phasing of the construction of Wildhorse Road is included in Petitioner's Traffic Study. Provisions for the phased roadway development plan for Wildhorse Road shall also be included within any Subdivision Improvement Agreement pertaining to the future subdivisions within the Property.

c. Industrial Boulevard (future extension). Industrial Boulevard is an existing roadway in Pueblo West that predominantly runs parallel to US Highway 50 West and currently extends from the western boundary of the Pueblo West Metropolitan District, just west of Clintwood Drive, east approximately 4.5-miles to the intersection with Vineyard Drive. The dedicated right-of-way for Industrial Boulevard ends on the west side of Williams Creek approximately 1,300 feet west of the boundary of the Property. Road improvement plans for the Property shall include reserving an eighty

(80) foot right-of-way to accommodate the future expansion of Industrial Boulevard east to Wildhorse Road, extended to provide transportation network connectivity between Pueblo West and the Property.

A development plan providing for dedication of the reserved right-of-way for Industrial Boulevard upon Industrial Boulevard being extended to the west boundary of the Property shall be drafted by the Petitioner. The development plan shall be based on projected development and anticipated traffic and safety considerations and shall be approved by the Director of Public Works. Provisions for the phased roadway development plan for the proposed roadway shall also be included within any Subdivision Improvement Agreement pertaining to the future subdivisions within the Property.

All Road Improvements will be constructed in conjunction with the development of each Planning Area shown on attached Exhibit C-2 and as otherwise provided in the Annexation Agreement. All such roadways shall be designed and aligned in accordance with the Roadway Classification Design Standards and Policies and the City's Standard Construction and Standard Details (Revised: March 28, 2005) or as same may be hereafter amended and in accordance with construction plans. All designs and plans shall be approved by the Director of Public Works.

Petitioner acknowledges and agrees that, if Petitioner fails to construct the Roadway Improvements as herein agreed or defaults on any other provision of this Exhibit C or the Annexation Agreement, the City shall have all legal remedies available at law or in equity to enforce Petitioner's construction obligation and any other obligations including but not limited to a legal action against Petitioner for breach of contract and/or default on an indebtedness. In addition, and as set forth elsewhere in the Annexation Agreement, the City may withhold building permits, occupancy permits, subdivision approvals, zoning approvals and all other governmental grants of authority until such time as Petitioner shall have cured any default in performance under Exhibit C or the

Annexation Agreement as a whole.

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

The on-site roadway right-of-way reservation for Industrial Boulevard required to be dedicated by Petitioner is in excess of what would be required just to serve development of the Property, and is intended to be part of a planned regional transportation network. Consequently, in consideration for the reservation of said right-of-way, Petitioner shall not be required to contribute to the construction of any off-site transportation infrastructure for the connection of Industrial Boulevard to the Property.

3. Off-Site Roadway and Sanitary Sewer Right-of-Way Acquisition

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

If Petitioner, after good faith efforts, is not able to acquire from the property owners off-site sanitary sewer, off-site roadway rights-of-way and/or stormwater rights-of-way in alignments acceptable to the City, the City will, to the extent legally authorized, exercise its power of eminent domain to acquire the off-site sanitary sewer and/or off-site roadway rights-of-way. Petitioner shall be responsible for and shall pay all compensation for the land taken; damages, if any, to the residue of the owner's property, relocation assistance and costs, if any, and all other costs and expenses of

condemnation, including, without limitation, appraisals, title insurance, engineering, expert witness, and attorney costs and fees (“Condemnation Costs”). Petitioner shall within ten (10) days, after request by the City, deposit with the City an estimate of Condemnation Costs as determined by the City Attorney before the City will commence condemnation proceedings. Petitioner shall pay the balance of the Condemnation Costs within ten (10) days after request therefor. If Petitioner fails to exercise good faith in acquiring the off-site sanitary sewer, or off-site roadway rights-of-way and/or off-site stormwater rights-of-way or fails to timely pay the estimate of Condemnation Costs or the balance of Condemnation Costs, City may refuse to approve the issuance of building permits to construct structures or buildings within the Property.

4. Sanitary Sewer

If not already installed, an 18’ diameter sanitary sewer main extending east from Manhole No. 406397.7 (104°39’17.32” W 38°18’40.38” N) crossing Wildhorse Creek to the junction of the two 18” lines to the southern boundary of the Southern Colorado Clinic Annexation property shall be designed and installed by Petitioner. Additionally, Petitioner will design and install a 21” line from the junction of the two 18” lines to the southern boundary of the Southern Colorado Clinic Annexation to connect with the City’s new 21” line (collectively, the “South Extension”). The two sewer mains shall be designed and installed in a location and alignment approved by the Director of Wastewater.

Such additional sewer lines and mains shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

Petitioner will be entitled to cost recovery for the South Extension, as provided by Pueblo Municipal Code based on the acreage of other users’ property utilizing the South Extension compared to the total acreage of land which could be served by the South Extension, payable upon a building permit being issued to such other users. The Director of Wastewater will verify the

acreage utilized by such other users submitted by the Developer.

The City shall install the 21” sanitary sewer line at its cost and expense extending from the southern boundary of the Southern Colorado Clinic Annexation Property within the following easements granted to the City that extend south to Manhole No. 415823.4 (104°38’57.22”W 38°17’40.43”N) as shown on attached Exhibit C-3:

a. Easement granted by YMCA Community Campus, LLC, dated April 24, 2017 and recorded on June 14, 2017, Reception No. 2073123 in the office of the Pueblo County Clerk and Recorder.

b. Easement granted by Glenn H. Kittinger, Trustee of the Glenn H. Kittinger Trust, and Betty J. Kittinger, Trustee of the Betty J. Kittinger Trust, dated June 26, 2015 and recorded on June 14, 2017, Reception No. 2073119 in the office of the Pueblo County Clerk and Recorder.

c. Easement granted by Elaine R. Hayes and Bryan G. Ruberson as Trustees of the Emma Ruberson Bamber Revocable Trust, dated May 26, 2015 and recorded on June 14, 2017, Reception No. 2073121 in the office of the Pueblo County Clerk and Recorder.

The installation of the 21” diameter sanitary sewer main by the City shall be initiated and completed within a 24-month period of time following the final approval of the redesign of the sanitary sewer line from an 18” to a 21” diameter, paid for by Petitioner, extending from the southern boundary of the Southern Colorado Clinic Annexation Property to Manhole No. 415823.4 (104°38’57.22”W 38°17’40.43”N) as shown on attached Exhibit C-3 paid by the Petitioner.

Until the portion of 21” diameter sanitary sewer main from MH 415823.4 (104°38’57.22”W 38°17’40.43”N) to the southern boundary of the Southern Colorado Clinic Annexation Property is completed by the City, Petitioner may connect, on a temporary basis, to the existing sanitary sewer main at Manhole No. 406397.7 (104°39’17.32”W 38°18’40.38”N) as shown on Exhibit C-3 to provide a sanitary sewer connection for the Property.

Upon the completion of the 21” diameter main by the City described above, Petitioner will be required to construct the main to direct the flow to the 21” diameter main within 180 days from the first building permit or the next building permit if building permit(s) have been issued and the temporary sanitary sewer connection is utilized. The temporary sanitary sewer connection will no longer be allowed to be utilized once the main line connection is completed on or before the 180-day period. Petitioner may request an extension to the timeframe for the temporary connection that may be approved by the Director of Wastewater.

5. Stormwater

All stormwater flows from subdivisions within the Property must be detained or retained as determined by the Director of Public Works. All stormwater releases shall meet NPDES stormwater quality requirements. The Petitioner shall acquire and dedicate at its sole expense all easements for such purposes. The Petitioner also shall construct and install at its sole expense a stormwater drainage system and detention facilities in compliance with the City’s Drainage Criteria Manual (June 9, 1997) and the City’s Standard Construction Specifications and Standard Details (March 25, 2005) or as same may be later amended and as shown on construction plans approved by the Director of Public Works.

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

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

6. Landscaping Setback Areas Within Public Rights-of-Way

In accordance with Section 17-4-7 (3) (a) 3. of the Pueblo Municipal Code – Landscape

Performance Standards, Landscape Setback Area, the Petitioner shall be allowed to extend the landscape requirements into the public rights-of-way, or portions thereof, in a manner that meets the general intent of this section of the Pueblo Municipal Code.

7. Recreational Trail Right-of-Way Dedication

Within one hundred eighty (180) days following the issuance of the first building permit within Planning Area PA-2A, Petitioner shall dedicate a 20' wide recreational trail right-of-way along the east bank of the Wildhorse Creek Arroyo as generally shown on attached Exhibit C-4 and will record a memorandum applicable to all the Property to the east of this trail right-of-way requiring the then owner of such Property to construct a recreational trail with 7" thick concrete at a width of 12' upon this trail right-of-way being connected to the City's offsite trail system. The right-of-way shall be located outside the prudent line setback of the 100-year flood plain paralleling the arroyo. If previously dedicated, the alignment of the trail right-of-way shall align with other trail rights-of-way along the east bank of the Wildhorse Creek Arroyo dedicated to the City north or south of the boundary of the annexation and shall be in an alignment acceptable to the Director of Parks and Recreation. The Petitioner shall be responsible for all costs incurred for the dedication of the trail right-of-way and the then owner of the portion of the Property to the east of the right-of-way shall be responsible for construction of the recreational trail as provided above.

EXHIBIT C-1

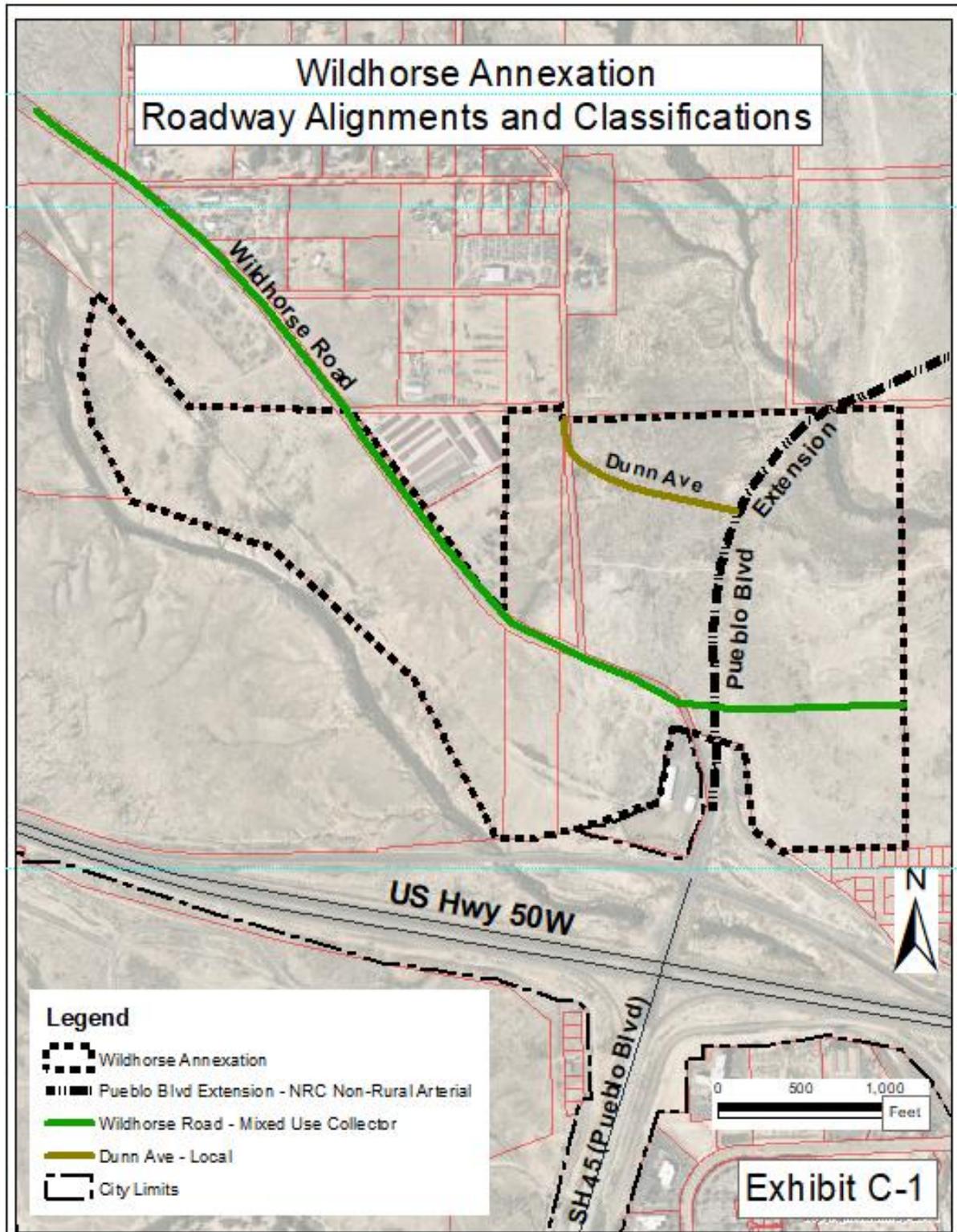
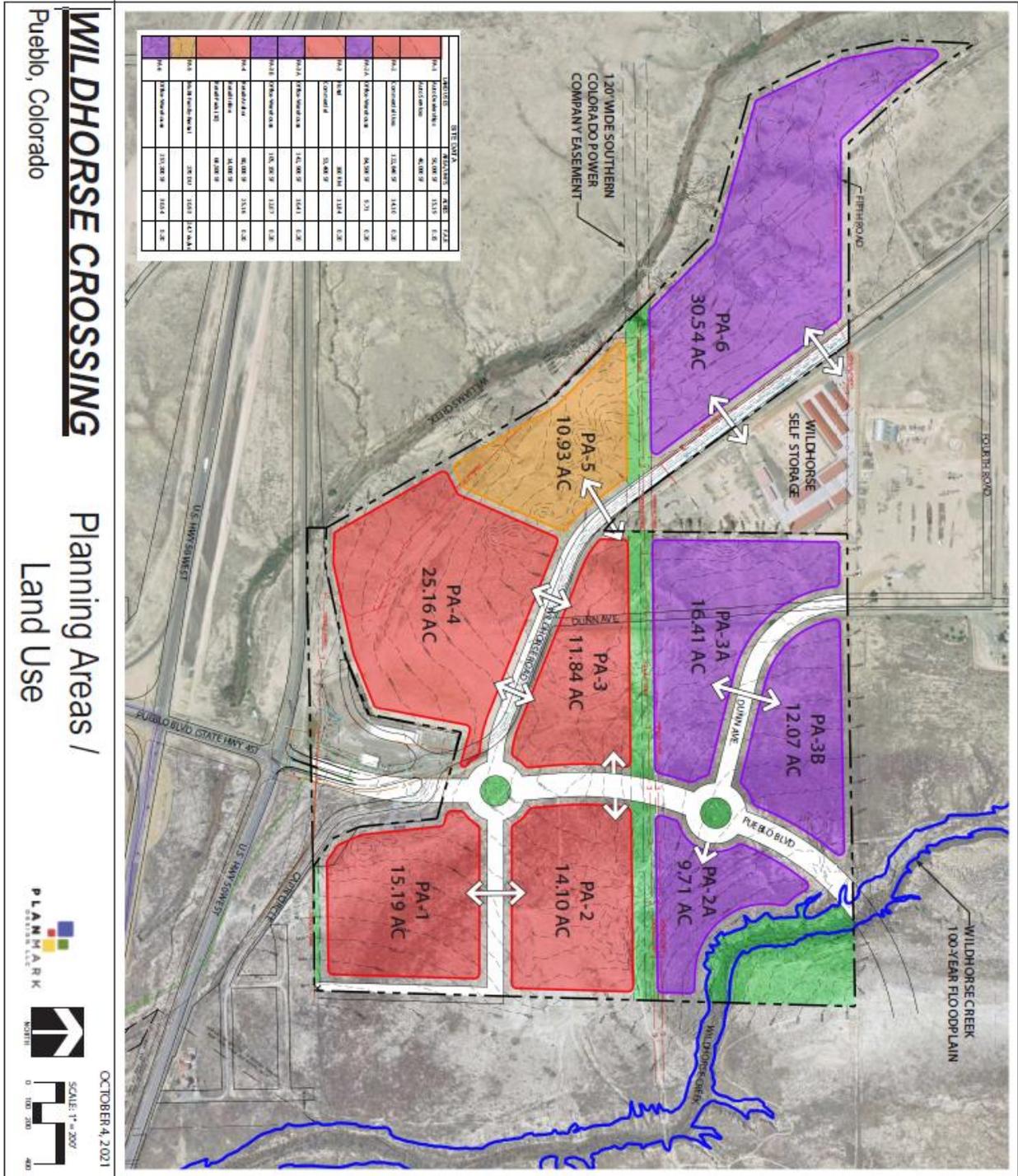


EXHIBIT C-2



WILDHORSE CROSSING
Pueblo, Colorado

Planning Areas /
Land Use



SCALE: 1" = 200'
0 100 200 400

OCTOBER 4, 2021

EXHIBIT C-4

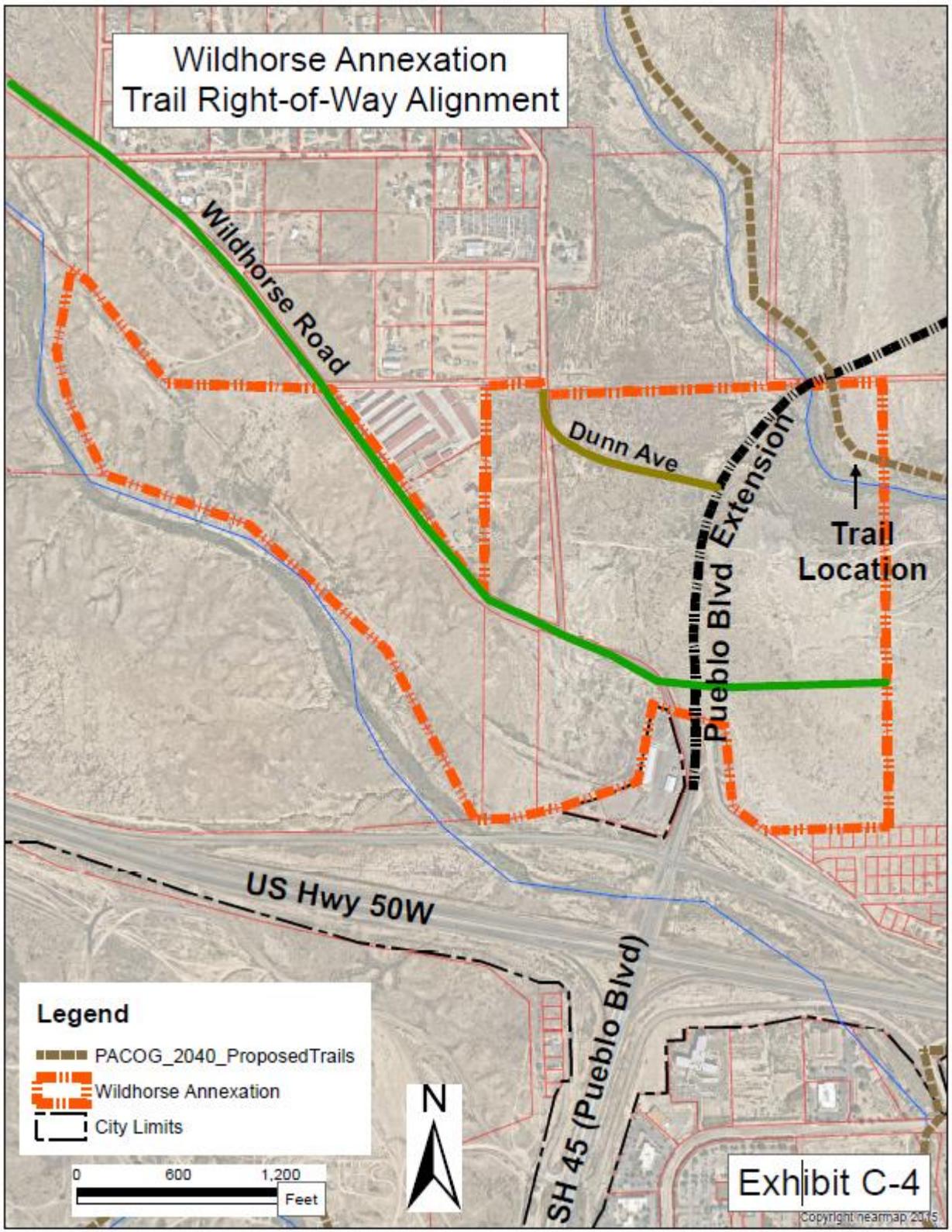
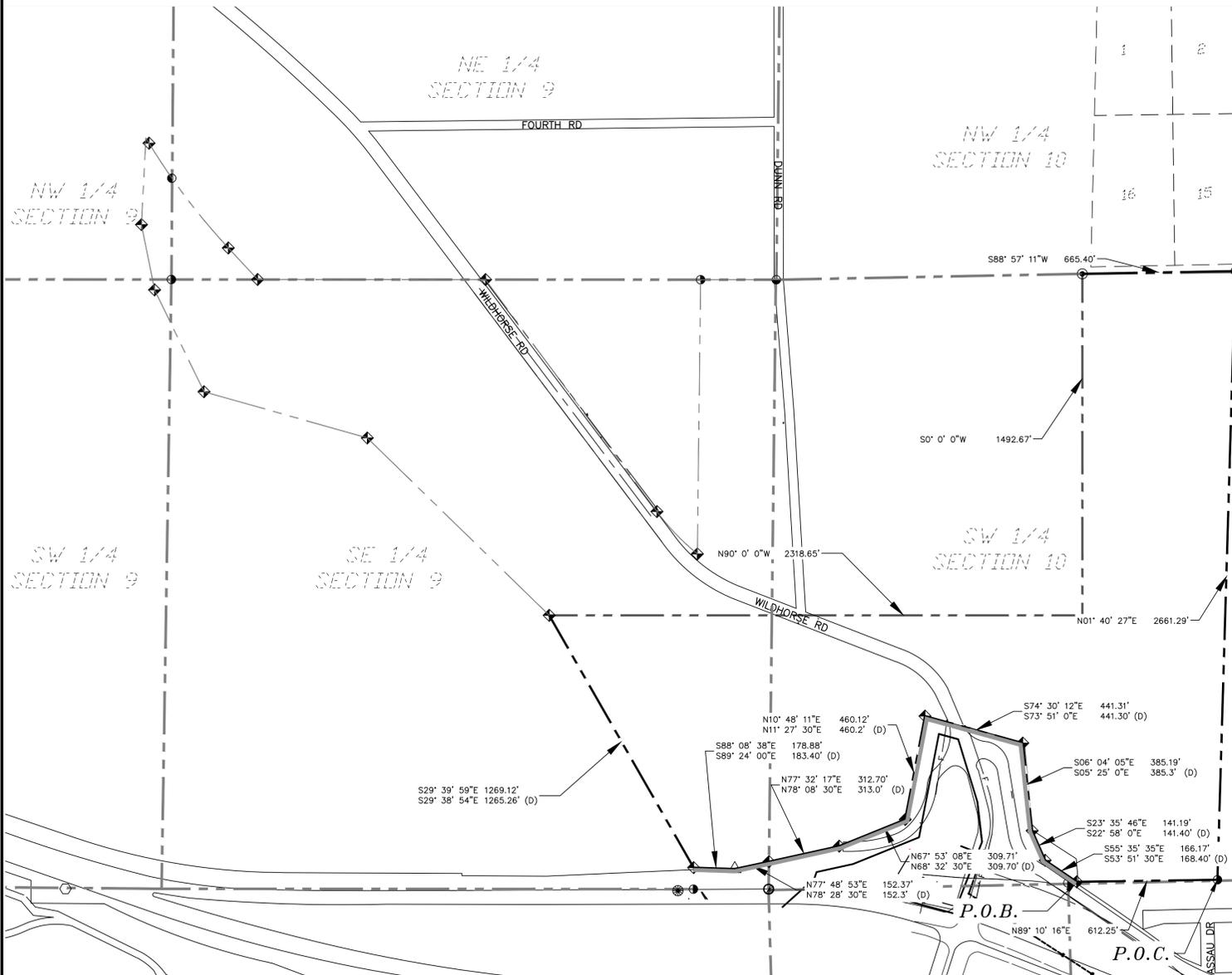


EXHIBIT C-5

To be included prior to final approval
of the annexation ordinances

WILDHORSE ANNEXATION 1 ANNEXATION TO THE CITY OF PUEBLO

A PORTION OF THE E 1/2 OF THE SE 1/4 OF SECTION 9 AND A PORTION OF THE SW 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO.



SCALE: 1" = 300'



BASIS OF BEARINGS:

Bearings based on the east line of the SE 1/4 of Section 9, monumented at the E 1/4 corner with a 2 1/2" aluminum cap P.L.S. No. 16128 and at the SE corner with a No. 6 Rebar P.L.S. No. unreadable, assumed to bear S 00°42'45"W.

1. AREA TO BE ANNEXED

A portion of two Parcels of land located in sections 9 and 10, Township 20 South, Range 65 West, of the 6th Principal Meridian in the County of Pueblo and State of Colorado, being more particularly described as follows:

Commencing at the SE corner of the W 1/2 of the E 1/2 of the SW 1/4 of said Section 10; thence S89 degrees 10 minutes 16 seconds W, a distance of 612.25 feet to the point of beginning the present city limits line; thence N89 degrees 10 minutes 16 seconds E, a distance of 612.25 feet; thence N01 degrees 40 minutes 27 seconds E, a distance of 2661.29 feet to the Northeast corner of the W 1/2 of E 1/2 of the SW 1/4 of section 10; thence S 88 degrees 57 minutes 11 seconds W, along the said north line, a distance of 665.40 feet, to the Northwest corner of the W 1/2 of the E 1/2 of the SW 1/4 of Section 10; thence S0 degrees 0 minutes 0 seconds W, a distance of 1492.67 feet; thence N90 degrees 0 minutes 0 seconds W, a distance of 2318.65 feet; thence S 29 degrees 39 minutes 59 seconds E, a distance of 1269.12 feet to a point on the west line of the E 1/2 of the E 1/2 of the SE 1/4 of said Section 9 and the north line of Colorado State Highway No. 50, and the present city limits line; thence S 88 degrees 08 minutes 38 seconds E, continuing along said City Limits line, a distance of 178.88 feet; thence N 77 degrees 48 minutes 53 seconds E, continuing along said City Limits line, a distance of 152.37 feet; thence N 77 degrees 32 minutes 17 seconds E, continuing along said City Limits line, a distance of 312.70 feet; thence N 67 degrees 53 minutes 08 seconds E, continuing along said City Limits line, a distance of 309.71 feet; thence N 10 degrees 48 minutes 11 seconds, continuing along said City Limits line, a distance of 460.12 feet; thence S 74 degrees 30 minutes 12 seconds E, continuing along said City Limits line, a distance of 441.31 feet; thence S 06 degrees 04 minutes 05 seconds E, continuing along said City Limits line, a distance of 385.19 feet; thence S 23 degrees 35 minutes 46 seconds E, continuing along said City Limits line, a distance of 141.19 feet; thence S 55 degrees 35 minutes 35 seconds E, continuing along said City Limits line, a distance of 166.17 feet; thence S 53 degrees 51 minutes 30 seconds E, continuing along said City Limits line, a distance of 168.40 feet to a point on the south line of W 1/2 of the E 1/2 of the SW 1/4 of said section 10 and the point of beginning.

Containing 80.40 acres, more or less.

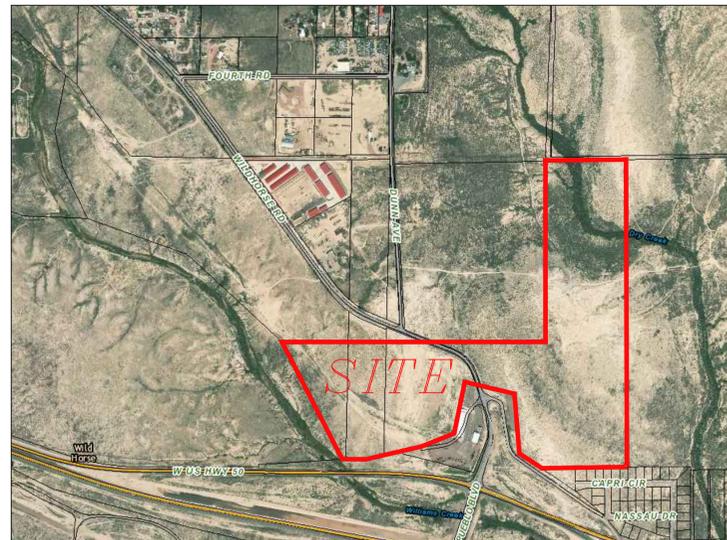
2. PROPOSED NEW CITY LIMITS LINE:

Commencing at the SE corner of the W 1/2 of the E 1/2 of the SW 1/4 of said Section 10; thence S89 degrees 10 minutes 16 seconds W, a distance of 612.25 feet to the point of beginning the present city limits line; thence N89 degrees 10 minutes 16 seconds E, a distance of 612.25 feet; thence N01 degrees 40 minutes 27 seconds E, a distance of 2661.29 feet to the Northeast corner of the W 1/2 of E 1/2 of the SW 1/4 of section 10; thence S 88 degrees 57 minutes 11 seconds W, along the said north line, a distance of 665.40 feet, to the Northwest corner of the W 1/2 of the E 1/2 of the SW 1/4 of Section 10; thence S0 degrees 0 minutes 0 seconds W, a distance of 1492.67 feet; thence N90 degrees 0 minutes 0 seconds W, a distance of 2318.65 feet; thence S 29 degrees 39 minutes 59 seconds E, a distance of 1269.12 feet to a point on the west line of the E 1/2 of the E 1/2 of the SE 1/4 of said Section 9 and the north line of Colorado State Highway No. 50, and the present city limits line.

3. CERTIFICATION OF PERIMETER:

At least one-sixth of the boundary of the land described in paragraphs one (1) above, is now existing City Limits line.

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



VICINITY MAP
NOT TO SCALE

Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on Behalf of NorthStar Engineering & Surveying Inc.

LEGEND

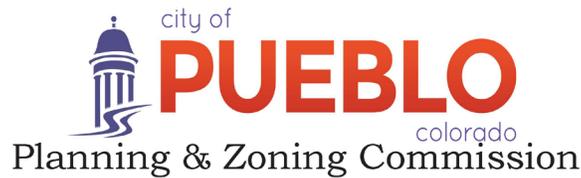
- FOUND 3 1/4" DIAMETER ALUMINUM CAP, PLS 33200
- ⊙ FOUND 2" DIAMETER ALUMINUM CAP, PLS 16128
- ⊙ FOUND 2" DIAMETER ALUMINUM CAP, PLS 33200
- ◆ FOUND YELLOW PLASTIC CAP, PLS 16128
- FOUND YELLOW PLASTIC CAP, PLS 10093
- △ FOUND YELLOW PLASTIC CAP, PLS ILLEGIBLE
- FOUND 2 1/2" ALUMINUM CAP, PLS 16128
- FOUND BENT NO. 6 REBAR NO CAP
- FOUND 3 1/4" DIAMETER BRASS CAP IN CONCR
- FOUND 3 1/4" DIAMETER ALUMINUM CAP, PLS 3
- (D) DEED
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- EXISTING CITY LIMITS LINE
- PROPOSED CITY LIMITS LINE

NORTHSTAR ENGINEERING AND SURVEYING, INC.		(719)544-6823 (719)544-6825 FAX
111 E. 5TH ST. PUEBLO, CO 81003		
WILDHORSE ANNEXATION 1		
TITLE:	FILE: 1804400-ANNEX.DWG	
SCALE: 1" = 300'	DRAWN BY: DMB	
DATE: 05-25-20	CHECKED BY: MLC	JOB NO. 1804400

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, December 8, 2021 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGBnlCdHRrUHNFZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.

The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Bob Schilling, and Lisa Bailey.

Commissioners Absent: none

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Planner; Bart Mikitowicz, Planner; Danielle Baxter, Planner; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to amend the agenda to move SNC-21-04 to the last item on the agenda, Seconded by Schilling.

Motion passed 7-0.

PUBLIC MEETING AND ACTION

1. **A-20-04 Wildhorse Annexation-** Two phase annexation totaling 179.38 acres, generally located north and west of the U.S. West Highway 50 and North Pueblo Blvd. intersection.

Staff report by Scott Hobson, Acting Director for Department of Planning and Community Development.

STAFF REVIEW AND FINDINGS:

Two annexation petitions were filed on July 1, 2020, by Wildhorse Land and Holdings, a Limited Liability Company, for a series annexation of 80.40 acres and 98.80 acres located north of the U.S. Highway 50 West/Pueblo Blvd Interchange. The purpose of the annexation is to provide a location for a mixture of retail uses, high density residential, and business park uses. The applicant is proposing to zone the property as A-1, Agricultural One, as an interim zoning classification until the time of development. An overall development plan application has also been submitted and is scheduled to be reviewed by the Planning Commission on January 13, 2021. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time and no building permits may be issued while zoned A-1. The proposed annexation agreement allows for the A-1 zone district to continue for not more than 10 years and prohibits building permits from being issued until the property is rezoned to a zone district that is consistent with the Pueblo Comprehensive Plan.

Approximately 55 acres within the west and northwest areas of the proposed annexation are located within the boundaries of the Pueblo West Metropolitan District. If the annexation of the property is approved, the City shall, upon acceptance of public infrastructure improvements in compliance with all city construction standards and requirements, provide for the sanitary sewer, stormwater, parks and recreation, fire, and police services to the areas within city limits that are also within the boundaries of the Pueblo West Metropolitan District boundaries.

Current Land Use According to Comprehensive Plan: The amended "2001 Pueblo Regional Development Plan" designates the proposed annexation property as a "Special Development Area."

The Pueblo Comprehensive Plan designation of Special Development Area identifies areas where there appear to be multiple possibilities for development. These areas are undeveloped lands with significant development and/or open space potential in strategic locations that suggest the need for careful, location-specific plans for infrastructure and private development.

The Wildhorse Annexation Overall Development Plan will serve as the master plan for the area.

Field Observations of Site: The area proposed to be annexed is vacant undeveloped land located north of the U.S. Highway 50 West/SH45 Pueblo Boulevard Interchange and extending northwest along the south side of Wildhorse Road. The site consists of native prairie grasses with a generally flat topography, except for gradual hills that extend northeasterly to Wildhorse Creek and border the southwesterly boundary of the property adjacent to Williams Creek. An 825-foot segment of Wildhorse Creek is located within the property, and Williams Creek is located off the boundary of the property. City wastewater service is currently provided to the CDOT Maintenance Facility located at the intersection of Wildhorse Road at the terminus of SH45/Pueblo Boulevard. Pueblo Water potable water service is located within North Pueblo

Boulevard extended and along Wildhorse Road through an extraterritorial water service agreement. Limited stormwater improvements are located along North Pueblo Boulevard extended.

Neighborhood Compatibility: The proposed annexation site is located north of the U.S. Highway 50 West/SH45 Pueblo Boulevard Interchange and extending northwest along the south side of Wildhorse Road. The CDOT Maintenance Facility borders the property at the intersection of Wildhorse Road and the terminus of SH45/Pueblo Boulevard. A self-storage facility is located north of the property along the north side of Wildhorse Road. The Holiday Hills Subdivision, in unincorporated Pueblo County, is located to the southeast of the property. This subdivision contains one residential developed property approximately 550 feet for the proposed annexation property. The proposed annexation and mixture of retail uses, high density residential, and business park uses introduces new uses to a generally undeveloped area that will be compatible with the surrounding business park uses. The platted residential lots within the Holiday Hills Subdivision in unincorporated Pueblo County will likely not fully develop without annexing into the City of Pueblo for access to water and wastewater services to the remaining residential lots.

HEARING: Mike Cuppy, NorthStar Engineering., 111 E. 5th Street, represented the application.

No one spoke in support or opposition for the application.

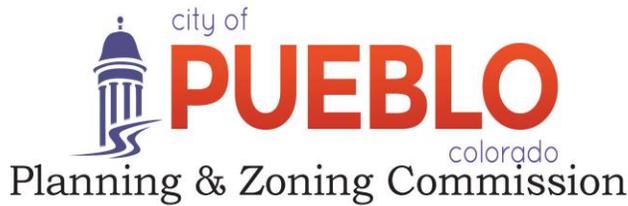
MOTION: Motion to recommend approval of the Wildhorse Annexation, series of two annexations was made by Bailey, second by Avalos.

MOTION PASSED 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

A-20-04

TO: City of Pueblo, Planning and Zoning Commission

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

DATE: December 8, 2021

SUBJECT: Wildhorse Annexation, Series of two annexations

APPLICANT: Wildhorse Land and Holdings, a Limited Liability Company
Michael Cuppy, NorthStar Engineering and Surveying, Inc.

PROPERTY OWNER: Wildhorse Land and Holdings, a Limited Liability Company

LOCATION: North of the U.S. Highway 50 West/Pueblo Blvd Interchange:
Series 1 – 80.40 acres
Series 2 - 98.8 acres generally located north of the U.S. Highway 50
West/Pueblo Blvd Interchange; a parcel of land in Sections 9 & 10,
Township 20 South, Range 65 West, of the 6th P.M.

EXISTING ZONE: A-3, A-1 and S-1 Zone Districts (Pueblo County)

REQUEST:

The Petitioner/Applicant is requesting to annex 179.2-acres into the City through a series of two annexations with Phase 1 totaling 80.40 acres and Phase 2 totaling 98.80 acres. The property is proposed to be annexed and developed with a mixture of retail uses, high density residential, and business park uses.

ANALYSIS:

The proposed Wildhorse Annexations conform with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and the Pueblo Municipal Codes.

BACKGROUND:

Two annexation petitions were filed on July 1, 2020 by Wildhorse Land and Holdings, a Limited Liability Company, for a series annexation of 80.40 acres and 98.80 acres located north of the U.S. Highway 50 West/Pueblo Blvd Interchange. The purpose of the annexation is to provide a location for a mixture of retail uses, high density residential, and business park uses. The applicant is proposing to zone the property as A-1, Agricultural One, as an interim zoning classification until the time of development. An overall development plan application has also been submitted and is scheduled to be reviewed by the Planning Commission on January 13, 2021. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time and no building permits may be issued while zoned A-1. The proposed annexation agreement allows for the A-1 zone district to continue for not more

than 10 years and prohibits building permits from being issued until the property is rezoned to a zone district that is consistent with the Pueblo Comprehensive Plan.

Approximately 55 acres within the west and northwest areas of the proposed annexation are located within the boundaries of the Pueblo West Metropolitan District. If the annexation of the property is approved, the City shall, upon acceptance of public infrastructure improvements in compliance with all city construction standards and requirements, provide for the sanitary sewer, stormwater, parks and recreation, fire and police services to the areas within city limits that are also within the boundaries of the Pueblo West Metropolitan District boundaries.

CONCURRENT REQUESTS:

ODP-20-01 Wildhorse Annexation Overall Development Plan

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

Existing Zoning and Land Use:

Zone District	A-1, A-3 & S-1, Pueblo County
Existing Land Use	Vacant/Undeveloped

Surrounding Land Uses & Zoning

North	<ul style="list-style-type: none"> A-1, Agricultural One, A-2, Agricultural Two, A-3 Agricultural Three Districts, all in unincorporated Pueblo County, undeveloped except for a self-storage facility within the A-2 Agricultural District
East	<ul style="list-style-type: none"> A-1, Agricultural One, Pueblo County, undeveloped
South	<ul style="list-style-type: none"> A-3 Agricultural Three District, S-1 Public Use District, A-1, Agricultural One in Pueblo County, all within unincorporated Pueblo County – U.S. Highway 50/SH 45 Pueblo Blvd interchange within the S-1 and A-1 County Zone Districts, one residence within the Holiday Hills Subdivision in unincorporated Pueblo County S-1, Governmental Use District within City, CDOT Maintenance Facility
West	<ul style="list-style-type: none"> A-3 Agricultural Three District, Pueblo County, undeveloped

B. Current Land Use According to Comprehensive Plan:

The amended **”2001 Pueblo Regional Development Plan”** designates the proposed annexation property as a “Special Development Area.”

The Pueblo Comprehensive Plan designation of *Special Development Area* identifies areas where there appear to be multiple possibilities for development. These areas are undeveloped lands with significant development and/or open space potential in strategic locations that suggest the need for careful, location-specific plans for infrastructure and private development.

The Wildhorse Annexation Overall Development Plan will serve as the master plan for the area.

C. Field Observations of Site

The area proposed to be annexed is vacant undeveloped land located north of the U.S. Highway 50 West/SH45 Pueblo Boulevard Interchange and extending northwest along the south side of Wildhorse Road. The site consists of native prairie grasses with a generally flat topography, except for gradual hills that extend northeasterly to Wildhorse Creek and border the southwesterly boundary of the property adjacent to Williams Creek. An 825-foot segment of Wildhorse Creek is located within the property, and Williams Creek is located off the boundary of the property. City wastewater service is currently provided to the CDOT Maintenance Facility located at the intersection of Wildhorse Road at the terminus of SH45/Pueblo Boulevard. Pueblo Water potable water service is located within North Pueblo Boulevard extended and along Wildhorse Road through an extraterritorial water service agreement. Limited stormwater improvements are located along North Pueblo Boulevard extended.

D. Neighborhood Compatibility

The proposed annexation site is located north of the U.S. Highway 50 West/SH45 Pueblo Boulevard Interchange and extending northwest along the south side of Wildhorse Road. The CDOT Maintenance Facility borders the property at the intersection of Wildhorse Road and the terminus of SH45/Pueblo Boulevard. A self-storage facility is located north of the property along the north side of Wildhorse Road. The Holiday Hills Subdivision, in unincorporated Pueblo County, is located to the southeast of the property. This subdivision contains one residential developed property approximately 550 feet for the proposed annexation property. The proposed annexation and mixture of retail uses, high density residential, and business park uses introduces new uses to a generally undeveloped area that will be compatible with the surrounding business park uses. The platted residential lots within the Holiday Hills Subdivision in unincorporated Pueblo County will likely not fully develop without annexing into the City of Pueblo for access to water and wastewater services to the remaining residential lots.

DEPARTMENT COMMENTS

PUBLIC WORKS AND ENGINEERING COMMENTS

- None

TRANSPORTATION COMMENTS:

- None

PUEBLO COUNTY COMMENTS:

- None

TRANSPORTATION COMMENTS

- None

PARKS AND RECREATION COMMENTS

- I think it’s important to have trails extending up north through this area, whether it along wastewater lines or arroyos.

REGIONAL BUILDING COMMENTS

- None

BOARD OF WATER WORKS COMMENTS

- Pueblo Water can serve the proposed annexation as presented, with sufficient quantity both for domestic and fire flow. Pueblo Water will work closely with Developers' Engineer to masterplan (water) for the annexation, including sufficient infrastructure to serve the distinct pressure zones present at this annexation. We have no further comments at this time.

COLORADO DEPARTMENT OF TRANSPORTATION COMMENTS

- See attached letter from Arthur Gonzales, CDOT R2 Access Manager, dated 1/20/2021

COMCAST COMMENTS

- None

EXCEL ENERGY COMMENTS

- Xcel does not have gas north of Hwy 50 at Pueblo Blvd

QWEST COMMENTS

- None

PUEBLO CITY SCHOOL DISTRICT 60

- None

CITY OF PUEBLO STORMWATER

- See attached memo from John Sakariason, Drainage Engineer, dated 12/18/2020

CITY OF PUEBLO WASTEWATER

- See attached memo from Sonia Mondragon, Wastewater Engineer dated 12/11/2020

SOUTHEASTERN COLORADO WATER CONSERVANCY DISTRICT

- See attached letter from Garrett Markus, P.E. dated 11/17/2020

SPECIAL INFORMATION

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

1. **Section 31-12-104** –That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.

The proposed annexation is separated into two phases with the first phase totaling 80.40 acres and the second phase totaling 98.80 acres. The required one-sixth (1/6) contiguity of the area proposed to be annexed for each phase is established on the Annexation Plats and meets the requirements for annexation. The contiguity for the second phase is established through the approval of the first phase annexation. All of the property is within three miles of existing city limits.

2. Section 31-12-105[1]-[e] – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.

The City of Pueblo adopted the updated “City of Pueblo 3-Mile Annexation Master Plan for the Year 2021” on March 8, 2021.

3. Section 31-12-108.5- An Annexation Impact Report is required for all annexations over ten acres. A report was submitted to the Planning and Community Development Department. The content of the report fulfills the statutory requirements; however, a map containing the items listed below must be submitted to the Department prior to City Council Review:
 - a. The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;
 - b. The present streets, major trunk mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation;
 - c. The existing and proposed land use patterns in the areas to be annexed.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

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

The proposed annexation requires the extension of the City wastewater system, Board of Water Works domestic water, and the provision of police and fire services. Based on the comments received from City staff, the proposed annexation appears to be a logical extension of the City’s boundary and municipal services.

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

A requirement of the annexation agreement will be for the petitioner to apply to zone the property within the City of Pueblo within 90 days following the approval of an ordinance annexing the property into the City. The applicant intends to zone the property as A-1, Agricultural One as an interim zoning classification. Prior to development, the applicant will rezone the property in compliance with an approved Overall Development Plan which will serve as the master plan in accordance with the Title XVII of the Pueblo Municipal Code.

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

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

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

The petitioner will be required to have an Overall Development Plan approved by the City Planning & Zoning Commission that addresses the master plan requirements within the Annexation Agreement.. In addition, the petitioner must comply with the City's Code of Ordinances for any subdivision of the property.

RECOMMENDED MOTION: Staff recommends Planning and Zoning Commission recommend approval of the annexation to City Council.

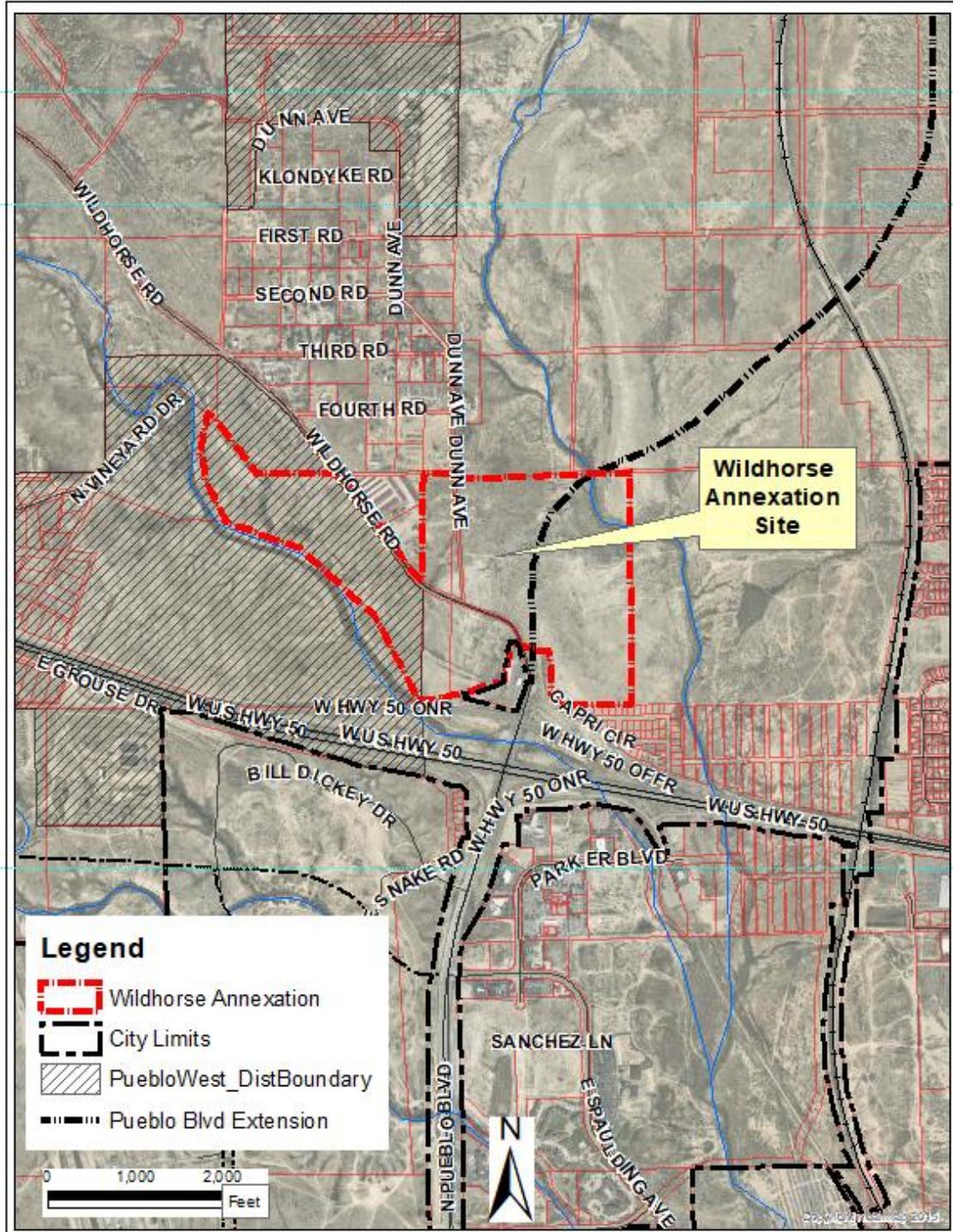
CONCLUSION:

The City staff has reviewed the annexation request and recommends approval of the annexation with the condition that the applicant signs an Annexation Agreement, which includes the provisions of Exhibit C of the Annexation Agreement.

ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Future Land Use Map
- D. Site Photographs
- E. Annexation Plats
- F. Impact Report
- G. Letter from Arthur Gonzales, CDOT R2 Access Manager, dated 1/20/2021
- H. Stormwater Memo from John Sakariason, Drainage Engineer, dated 12/18/2020
- I. Wastewater Memo from Sonia Mondragon, Wastewater Engineer dated 12/11/2020
- J. Southeastern Colorado Water Conservancy District, Letter from Garrett Markus, P.E. dated 11/17/2020

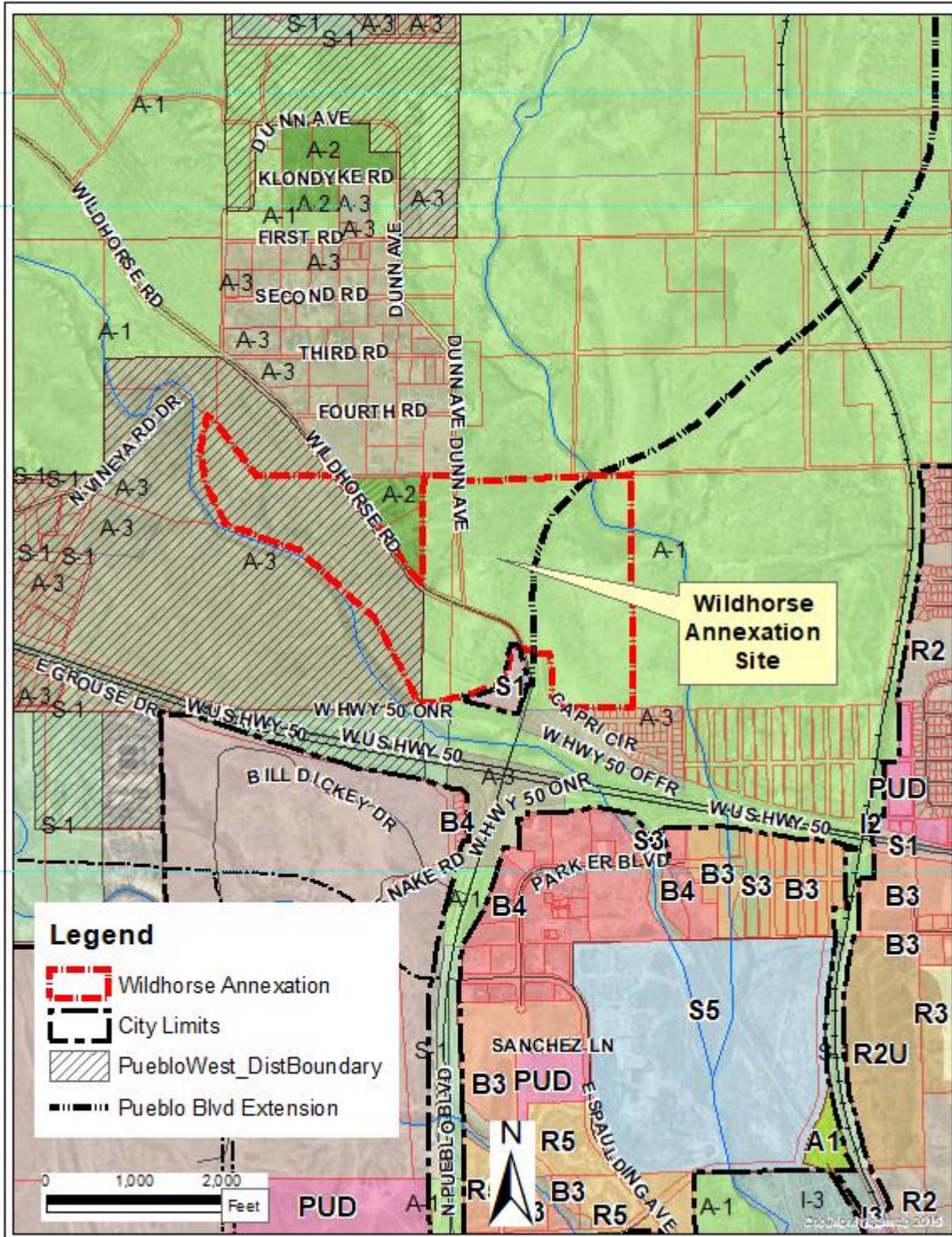
CITY OF PUEBLO PLANNING AND COMMUNITY DEVELOPMENT



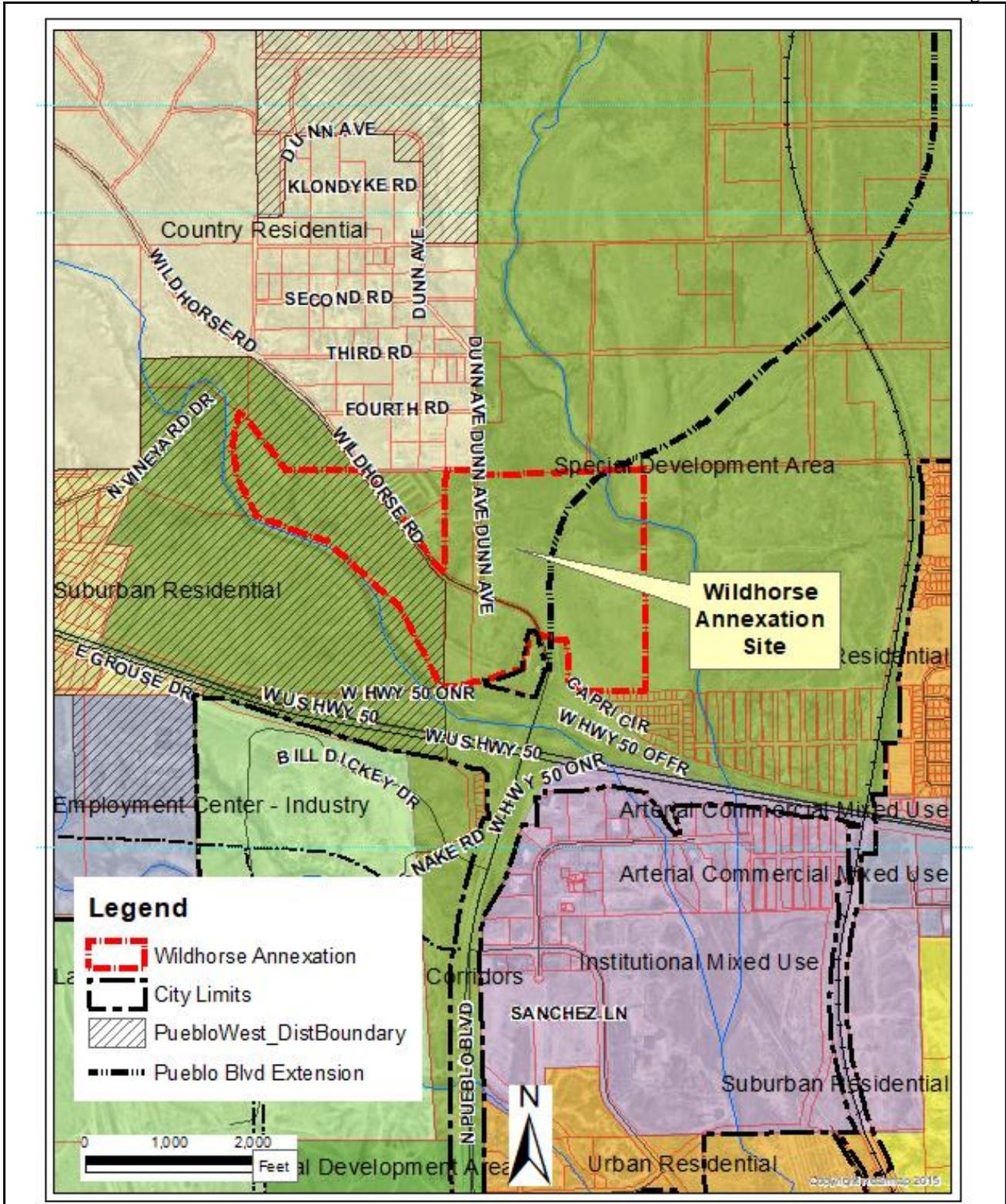
Attachment A

Aerial Photograph of Annexation Site

ATTACHMENT B - CITY OF PUEBLO PLANNING AND COMMUNITY DEVELOPMENT



Zoning Map Pueblo Springs Apartments Annexation



ATTACHMENT C

Comprehensive Plan Pueblo Springs Apartments Annexation Site



ATTACHMENT D

LOCATION: Wildhorse Annexation Site - Southeast from Wildhorse Road



ATTACHMENT D

LOCATION: Wildhorse Annexation Site - East from Wildhorse Road



ATTACHMENT D

LOCATION: Wildhorse Annexation Site - Northeast from Wildhorse Road



ATTACHMENT D

LOCATION: Wildhorse Annexation Site - Southwest from Wildhorse Road

ATTACHMENT F
ANNEXATION TO THE CITY OF PUEBLO

IMPACT REPORT
FOR
Wildhorse Annexation 1

The following items are the requirements as set forth for an Annexation Impact Report pursuant to the Colorado Revised Statutes Section 31-12-108.5:

- (a) A map or maps of the municipality and adjacent territory to show the following information:
- (I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

Refer to the Wildhorse Annexation, attached as Exhibit 1.
 - (II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation;

Wildhorse Road and Dunn Avenue are currently located on the site. Municipal Water is currently in Wildhorse Road right-of-way (16" PVC) that runs from the south end of the site to the northwest of the annexation area and is adequately sized for service to the annexation area. Pueblo Boulevard and other utilities that are not currently extended north to the proposed annexed area will be required to be extended north upon subdivision of said area. There is currently no sanitary or storm sewer on the site.
 - (III) The existing and proposed land use pattern in the areas to be annexed;

Existing land use pattern in the areas adjacent to the annexed area are primarily agricultural. The proposed land use for the annexed area will be primarily commercial with limited residential.
- (b) A copy of any draft or final pre-annexation agreement, if available;

Not applicable

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

The City of Pueblo will provide police and fire protection to this annexed area. This site's main entrance will be the proposed extension of Pueblo Boulevard. This road will be utilized by the workers that will enter the site on a sporadic schedule during the construction period. Employees will enter the site on a daily basis once operational and, maintenance/delivery trucks may also need access when operational.

- (d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

Fire and police services will be funded through the City's General Fund.

- (e) A statement identifying existing districts within the area to be annexed;

The property is within the boundaries of the Pueblo Regional Library District, School District No. 60, and the Lower Arkansas Valley Water Conservancy District.

- (f) A statement on the effect of annexation upon local public-school district systems, including the estimated number of students generated and the capital construction required to educate such students.

This annexation will consist of commercial use. Employees at the commercial sites will likely live in a variety of areas both within and outside of School District No. 60 and School District 70 boundaries. The annexation will have a positive impact on the property tax base for School Districts, with a minimal impact on the need to add classroom space or associated school facilities.

ATTACHMENT F
ANNEXATION TO THE CITY OF PUEBLO

IMPACT REPORT
FOR
Wildhorse Annexation 2

The following items are the requirements as set forth for an Annexation Impact Report pursuant to the Colorado Revised Statutes Section 31-12-108.5:

- (a) A map or maps of the municipality and adjacent territory to show the following information:
- (I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

Refer to the Wildhorse Annexation 2, attached as Exhibit 1.
 - (II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation;

Wildhorse Road and Dunn Avenue are currently located on the site. Municipal Water is currently in Wildhorse Road right-of-way (16" PVC) that runs from the south end of the site to the northwest of the annexation area and is adequately sized for service to the annexation area. Pueblo Boulevard and other utilities that are not currently extended north to the proposed annexed area will be required to be extended north upon subdivision of said area. There is currently no sanitary or storm sewer on the site.
 - (III) The existing and proposed land use pattern in the areas to be annexed;

Existing land use pattern in the areas adjacent to the annexed area are primarily agricultural. The proposed land use for the annexed area will be primarily commercial with limited residential.
- (b) A copy of any draft or final pre-annexation agreement, if available;

Not applicable

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

The City of Pueblo will provide police and fire protection to this annexed area. This site's main entrance will be the proposed extension of Pueblo Boulevard. This road will be utilized by the workers that will enter the site on a sporadic schedule during the construction period. Employees will enter the site on a daily basis once operational and, maintenance/delivery trucks may also need access when operational.

- (d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

Fire and police services will be funded through the City's General Fund.

- (e) A statement identifying existing districts within the area to be annexed;

The property is within the boundaries of the Pueblo Regional Library District, School District No. 60, and the Lower Arkansas Valley Water Conservancy District.

- (f) A statement on the effect of annexation upon local public-school district systems, including the estimated number of students generated and the capital construction required to educate such students.

This annexation will consist of commercial and minor residential use. Direct impact to the school system will occur from this residential development. It is estimated the possible number of students will be 96. School District No. 60 has a goal of providing a minimum of 115 ft² of space per student and 8-10 acres of usable acres for elementary schools designed for 400 students. The annexation will have a minimal impact on the need to add classroom space or associated school. Employees at the commercial sites will likely live in a variety of areas both within and outside of School District No. 60 and School District 70 boundaries. The annexation will have a positive impact on the property tax base for School Districts, with a minimal impact on the need to add classroom space or associated school facilities.

ATTACHMENT G



COLORADO
Department of Transportation

Region 2 Permits
5615 Wills Blvd.
Pueblo, CO 81008-2349

January 20, 2021

Karen Elgin, Land Use Technician
City of Pueblo - Planning dept.
211 E. d Street
Pueblo, CO 81003

RE: WL Annexation and Wildhorse Annexation

Dear Karen,

I am in receipt of referral requests for comments for WL Annexation and Wildhorse Annexation.

The subject property of WL Annexation is located north of Highway 50 West, south of Platteville Boulevard, and generally east of Wildhorse Creek. The subject property located in portions of Sec 2,3,10, and 11, T 20S, R 64W, of the 6th PM in Pueblo County, Colorado. It is currently zoned A-3 on 693.1 acres.

The subject property of Wildhorse Annexation is located north of the Highway 50 West/Pueblo Boulevard (SH45) interchange and northwest of Wildhorse Road. The subject property located in portions of Sec 9 and 10, T 20S, R 65W, of the 6th PM in Pueblo County, Colorado. It is currently zoned A-3 on 179.38 acres. After review of all documentation we have the following comments:

Traffic:

The traffic reports for WL Annexation and Wildhorse Annexation dated July 6, 2020 have been reviewed by a CDOT Traffic Engineer. Their comments follow:

- The concept plan is for the extension of Pueblo Blvd. to be a State Highway; this was studied by CDOT in the late 90's and again with the US50 PEL. As such this roadway corridor should be classified as an Expressway with a 300-foot ROW and meet the intersection spacing requirements of the CDOT access code. Anything less than an Expressway designation will not be entertained by CDOT if the intent is to classify this roadway as a State Highway.
- The site, at full build out, generates 51,345 daily trips. The existing intersections of Wildhorse/45 and 50/45 are not designed to accommodate such traffic. The US50 PEL suggests the construction of a Diverging Diamond Interchange as traffic volumes increase. At the rezoning of the property, CDOT will require a Master Traffic Impact Study, per CDOT guidelines and with specific attention being paid to the timing of funding of improvements.

Hydraulics:



The Drainage Master Plans for WL Annexation and Wildhorse Annexation dated July 2020 have been reviewed by a CDOT Hydraulics Engineer. Their comments follow:

- The master plan proposes development to the north of the intersection of Wildhorse and US 50. There are 10 parcels of development shown in the Master Plan with four points of discharge after onsite detention. Three of the four points of discharge are to the west into Williams Creek. The fourth point of discharge is from the southeasterly most parcel and it is to the south into CDOT right of way. This southerly discharge direction changes the historic path of existing surface drainage which is to the east and to Wildhorse Creek. Existing drainage from the project does not historically enter the right of way of US 50. The historic path runs to the east into Wildhorse Creek, parallel and north of the right of way. The proposed drainage patterns should remain unchanged from the existing patterns of surface runoff. CDOT has developed a LIDAR based model of the surface in WMS software to determine the flow paths of the topography.
- CDOT's Maintenance Yard is protected from the developed discharge shown on the proposed lot plan in the Drainage Master Plan.
- The proposed extension of SH 45 will require that any discharge into the proposed highway be made in storm sewer to an inlet or manhole and not as a surface discharge into the right of way.
- The CDOT structures downstream and subject to impact by the Master Drainage Plan are:
 1. K-18-O
 2. 045A008650BL
 3. K-18-CZ
 4. K-18-AC
 5. K-18-CW
- The detention system proposed by the Master Drainage Plan shall detain developed runoff rates to their existing rates prior to discharge upstream of these structures. CDOT drainage design manual requirements for Hydrology may be found in chapter 7 of the Drainage Design Manual, including, but not limited to, return frequency and methods. How will the temporary realignment of Wildhorse Road tie into Pueblo Blvd?
- Future M54 ponds for Pueblo Blvd will need to be identified, maintenance will be performed by the City of Pueblo.

Access:

CDOT Access Department has reviewed the submitted documents and my comments follow:

- CDOT Access Department will need to be continuously involved with the project moving forward. No Access Permits are required as of this annexation.
- A 1601 Study may be required for the extension of SH45/Pueblo Blvd. if an interchange is developed.
- An Access Permit will be required for any connection of local roadways to State Highways once alignments are determined.
- CDOT access Dept. does not have any comments as to the Annexation proposed.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor



Space Village Apartments Final Plat | 6895 Space Village
SF2025 | Final Plat

January 20, 2021
Page 2

advertising. Please contact Mr. Todd Ausbun at (719) 696-1403 for any questions regarding advertising devices.

- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Ausbun.

Please contact me in Pueblo at (719) 546-5732 or (719) 248-0905 with any questions.

Sincerely,

Arthur Gonzales
CDOT R2 Access Manager

Xc: Hu
Haberman
Whittlef
Jagow/Jones
Dahlke
Cress
Ausbun
Vigil/Gonzales/file



ATTACHMENT H

Jeff Hawkins, PE, CFM
Director of Stormwater



211 E. "D" Street
Pueblo, CO 81003

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

Stormwater Utility

MEMO

TO: Scott Hobson, Acting Director of Planning & Community Development
FROM: John Sakariason, Drainage Engineer
DATE: December 18, 2020
SUBJECT: Wildhorse Annexation Master Plan & WL Enterprises Master Plan Stormwater review 1st submittal

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

Color Code: Black = December 18 Comments
(~~Crossed-out items~~ indicate they have been addressed.)

WL Enterprises Master Plan

Report:

Drainage report checklist not included. Cover letter not signed and certified by engineer.

Note - Engineer of record must review and sign off that he has reviewed this drainage report before submitting to the City.

A regulatory floodplain goes through portions of this development. No discussion or floodplain information was provided per the requirements on the checklist.

The calculation of peak runoff using Rational Method from MHFD does not meet the COP criteria. Utilize Standard Form SF-4.

Calculations:

All detention basin stage-storage graphs are blank and appear to serve no purpose. Why are they included in the report?

There are detention ponds shown to be in series. The amount of acreage tributary to the proposed series of detention ponds exceeds 160-acres. The Rational Method provides no means or methodology to generate and route hydrographs through drainage facilities. The Rational Method of analysis will inherently lead to inefficiencies in the required storage volume of the downstream facilities and should not be used. Please use an appropriate analysis method such as SCS or CUHP.

MHFD Detention spreadsheets were used for detention calculations. The table below shows applicable basin sizes. Since the Rational Method was used, it is likely that the spreadsheet results are not accurate. https://udfcd.org/wp-content/uploads/uploads/vol1%20criteria%20manual/06_Runoff.pdf

Table 6-1. Applicability of hydrologic methods

Watershed Size (acres)	Is the Rational Method Applicable?	Is CUHP Applicable?
0 to 90	Yes	Yes
90 to 160	No	Yes
160 to 3,000	No	Yes ¹
Greater than 3,000	No	Yes (subdividing into smaller catchments required) ¹

1. Subdividing into smaller subcatchments and routing the resultant hydrographs using SWMM may be needed to accurately model a catchment with areas of different soil types or percentages of imperviousness.

When modeling large watersheds, the subcatchment sizes can influence results. If heterogeneous land uses are “lumped” together into large subcatchments, the models may not accurately account for the “flashy” nature of runoff from impervious surfaces and peak rates of runoff may be underestimated. On the other hand, defining very small subcatchments can lead to complicated and unrealistic routing that can overestimate peak rates of runoff.

Map:

Vicinity Map is the same scale as all other maps and does not clearly show or label the site in relation to the nearest major roads or cities.

Contours are required to be shown over the entire development area and are not.
 Basin lines are not clearly shown and do not match legend. There is a bermed railroad track that should be a basin line but has not been delineated. There are several existing culverts through this bermed railroad track that are required to be shown on the drainage map and are not.
 There are existing tributary natural drainage channels that are required to be shown and are not.

A more exhaustive review of the drainage plan and report will be conducted after the plan and report are corrected and more information is submitted. A substantial amount of information is missing or needs changed. Another full review will be required.

Wildhorse Annexation Master Plan

Report:

Drainage report checklist not included. Cover letter not signed and certified by engineer.

Note - Engineer of record must review and sign off that he has reviewed this drainage report before submitting to the City.

A regulatory floodplain goes through portions of this development. No discussion or floodplain information was provided per the requirements on the checklist.

Calculations:

The calculation of peak runoff using Rational Method from MHFD does not meet the COP criteria. Utilize Standard Form SF-4.

Map:

Contours are required to be shown over the entire development area and are not. Basin lines according to the legend look like floodplain boundaries. Please revise plan and legend to match.

WH-4-A and WL-VIII-B (WL Enterprises Master Plan) appear to be the same basin. There is a proposed detention pond in WH-4-A and WL-VIII-A that would be right next to each other. This does not make sense. Please explain.

A more exhaustive review of the drainage plan and report will be conducted after the plan and report are corrected and more information is submitted. A substantial amount of information is missing or needs changed. Another full review will be required.

ATTACHMENT I

Nancy Keller
Wastewater Director



1300 S. Queens Ave
Pueblo, CO 81001

Phone (719) 553-2892
Fax (719) 553-2957

City of Pueblo Wastewater Department

MEMORANDUM

TO: Karen Elgin, Planner
FROM: Sonia Mondragon
DATE: 12/11/20
SUBJECT: Wildhorse Annexation Sanitary Sewer Master Plan Review

This memo is intended to serve as the Wastewater review of the referenced first master plan review submittal and shall be used as a record of the reason for the results of the review.

Section V. Design Requirements

Please use the hydraulic element to calculate the peak allowable flow, which can be found on Figure 2 of page 27 of the Sanitary Sewer Design Criteria Manual.

Section VI. Upstream Considerations

Pipes diameters do not appear to be sized for the upstream service areas. According to Section VI. Upstream Considerations, the area north of the site boundary along Pueblo Blvd., has 280 acres of undeveloped land, calculating to 1.316 cfs/acre (using the flow factor for "Areas outside Master Plan" (unplanned)). The area northwest of the site boundary along Hwy 50 has 400 acres of undeveloped land, calculating to 1.8 cfs/acre (using the flow factor for "Areas outside Master Plan" (unplanned)).

Section VIII. Outfall Sewer Alignment

Where is the existing sanitary sewer downstream of the connection point that was analyzed? What is the capacity analysis that is being referred to? The mains downstream of the 18-inch bottlenecks to an 8-inch main. An alternate alignment will need to be considered since existing conditions do not accommodate the additional flows from this proposed annexation. It may be possible to redirect the proposed flow from this annexation to the proposed sanitary sewer extension for the Southern Colorado Clinic project.

Please omit the last sentence of the first paragraph, stating "All upgrades downstream of the proposed connection points, if required, will be the sole responsibility of the City of Pueblo" as this contradicts with Section 16.5.4 of the City Ordinance.

ec. 16-5-4. - System improvements and extensions.

Upon and after the effective date of the ordinance adopting this Chapter, all development within the City shall require connection to the City's wastewater collection system and compliance with this Chapter. Should extension, addition or improvement to the collection system be required in order to connect or properly serve any development, as determined by the Director, it shall be the

developer's responsibility to construct such extension, addition or improvement, including any off-site, oversized or perimeter sewer collection system improvements, in accordance with the City's design criteria and specifications and at the developer's expense, subject to cost recovery as provided in this Chapter. (Ord. 6424, 4-26-99)

Section IX. Conclusion/Restrictions

The first sentence of this paragraph is confusing. Throughout the report, the calculations show that the existing 8-inch main servicing the Highway 50 West CDOT Maintenance Facility needs to be upsized by the city, however, the first sentence states that "the existing infrastructure has the capacity to handle all new flow". Please omit or clarify this statement.

Appendix A

Include peak factor calculation table showing the flow factor used to calculate the flow from each sub-basin.

Appendix B

Include Sanitary Sewer exhibit (Wastewater Master Plan – B-3 from the Index page) showing the direction of flow and pipe sizes for each basin.

Footer

Change the footer to the correct name of the project. Currently, the footer says "WL Enterprises ODL" and should be "Wildhorse..."

ATTACHMENT J



SOUTHEASTERN COLORADO
Water Conservancy District
"Your investment in water"

November 17, 2020

WL Enterprises Ltd
Attention Dee Rogers Brown, GP
503 N. Main Street Suite 125
Pueblo CO 81003

Subject: Notice of annexation for WL Annexation determined to be outside of Southeastern Colorado Water Conservancy District's boundaries

Dear Ms. Dee Rogers Brown:

Southeastern Colorado Water Conservancy District (District) received the notice of the below Wildhorse Annexation.

County	Name of Applicant	Commonly Known As	Legal description of property
Pueblo	WL Enterprise Ltd	WL Annexation	Section 2,3,10 and 11 T20SR64

The District has determined that a the area requesting inclusion is located outside of the Southeastern Colorado Water Conservancy District boundaries.

According to the District's formation decree, and repayment contract for the Fryingpan-Arkansas Project with the U.S. Bureau of Reclamation (Reclamation), Secretarial assent is needed for changes of lands to be included in the District.

This assent is subject to Reclamation's review for National Environmental Policy Act (NEPA) compliance. The Applicant will need to complete the following attached questionnaire titled, *Application for Assent for Proposed Inclusions into the Southeastern Colorado Water Conservancy District and Ability to Receive of Fryingpan-Arkansas Project Water*. During the process, Reclamation may require further information.

NOTE: The Municipality or the Applicant is responsible for all costs related to Reclamation's review of inclusion.

Please recognize that this inclusion is **NOT** eligible to receive benefits from the Fryingpan-Arkansas Project until Reclamation has completed the NEPA process and assented to the inclusion into the District. The inclusion is subject to applicable terms and conditions that may be imposed by the District Board of Directors, not inconsistent with previous inclusion orders involving the same municipality, as provided in C.R.S. § 37-45-136(3.6), and which will be consistent with the District's Decree. The following are the District's standard terms and conditions for inclusion of municipal annexations:

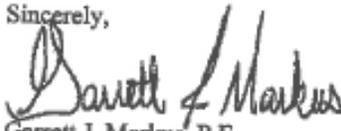
- a. Approval of the inclusion into the Southeastern Colorado Water Conservancy District ("District") will not increase the amount of Fryingpan-Arkansas Project water available to the Municipality. Any Fryingpan-Arkansas Project water used on these included lands will need to come from the water allocated to the Municipality through Fryingpan-Arkansas Project water allocations made pursuant to the District's Allocation Principles and Policies; and
- b. Any use of Fryingpan-Arkansas Project water on the included lands is subject to the decrees for the Fryingpan-Arkansas Project, and to all lawful rules, regulations, principles, policies, and contractual obligations of the Southeastern Colorado Water Conservancy District; and
- c. The included lands will be subject to ad valorem taxes levied by the District as any other similarly situated lands in the Southeastern Colorado Water Conservancy District at the time of this inclusion; and

- d. Prior to the District filing a petition for District Court approval of this inclusion, the Municipality and/or owner(s) of the annexed lands shall have paid all costs charged by the United States in connection with the contracting officer's assent to this inclusion.

NOTE: The inclusion process should be completed prior to any proposed land use change or proposed ground disturbance. All inclusion parcels are subject to the National Historical Preservation Act, 36 CFR 800, and NEPA. Any change in land use or disturbance after beginning the inclusion process and before Secretarial assent may cause the parcel to be permanently ineligible to receive Project water.

If you have any questions, please contact me at (719) 766-4261 or by e-mail garrett@secwcd.com.

Sincerely,

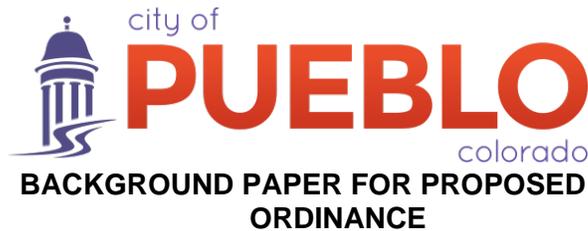


Garrett J. Markus, P.E.
Water Resources Engineer

Attachments:

- Application for Assent for Proposed Inclusions into the Southeastern Colorado Water Conservancy District and Ability to Receive of Fryingpan-Arkansas Project Water

CC: City of Pueblo -- Planning Department
District Files



COUNCIL MEETING DATE: January 10, 2022

TO: President Lawrence W. Atencio and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

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

SUBJECT: AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE WILDHORSE ANNEXATION 2 TO THE CITY OF PUEBLO DESCRIBED AS 98.98 ACRES OF LAND LOCATED NORTH AND WEST OF THE WILDHORSE ANNEXATION 1 AND EAST AND WEST OF WILDHORSE ROAD

SUMMARY:

The Petitioner is requesting to annex the property containing 98.98 acres into the City of Pueblo commonly known as the Wildhorse Annexation 2 to the City of Pueblo. This is the second phase of a two-phase annexation that will total 179.38 acres.

PREVIOUS COUNCIL ACTION:

On June 14, 2021 City Council approved a Resolution No. 14633 preliminarily determining that the petition for annexation of the area commonly known as the Wildhorse Annexation 2 is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

BACKGROUND:

The Wildhorse Annexation 2 is located north and west of the Wildhorse Annexation 1 and east and west of Wildhorse Road. The Petitioner is requesting to annex 98.98 acres into the City to facilitate the development of a mixture of retail uses, high density residential, and business park uses. The proposed annexation site is located north of unincorporated Pueblo County (A-1, Agricultural One, A-2, Agricultural Two, A-3, Agricultural Three Districts), which are undeveloped except for a self-storage facility within the A-2 Agricultural District. The property to the east is undeveloped A-1, Agricultural One in Pueblo County. The property to the south has A-3, Agricultural Three, A-1, Agricultural One, and S-1, Public Use Districts within unincorporated Pueblo County. There is one residence south of the property within the Holiday Hills Subdivision in unincorporated Pueblo County. In addition, the Colorado Department of Transportation Maintenance Facility and Yard is located south of the property within city limits. The area west of the property is undeveloped A-3, Agricultural Three in Pueblo County.

The annexation agreement identifies that the property will be zoned City A-1, Agricultural One as an interim zone district. The annexation agreement allows for the A-1 zone district to continue for not more than 10 years and prohibits building permits from being issued until the property is rezoned to a zone district that is consistent with the Pueblo Comprehensive Plan.

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the December 8, 2021, Regular Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Avalos to recommend approval of the proposed annexation petition. Motion passed 7-0.

STAKEHOLDER PROCESS:

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

ALTERNATIVES:

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

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

RECOMMENDATION:

Approval of the Ordinance.

Attachments:

Proposed Ordinance

Wildhorse Annexation 2 Plat

Minutes of the Planning and Zoning Commission December 8, 2021

Planning and Zoning Commission Staff Report with Exhibits

ORDINANCE NO. _____

AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE WILDHORSE ANNEXATION 2 TO THE CITY OF PUEBLO DESCRIBED AS 98.98 ACRES OF LAND LOCATED NORTH AND WEST OF THE WILDHORSE ANNEXATION 1 AND EAST AND WEST OF WILDHORSE ROAD

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

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

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

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

SECTION 1.

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

1. AREA TO BE ANNEXED

WILDHORSE ANNEXATION 2

A portion of three Parcels of land located in sections 9 and 10, Township 20 South, Range 65 West, of the 6th Principal Meridian in the County of Pueblo and State of Colorado, being more particularly described as follows:

Commencing at the SE corner of the W ½ of the E ½ of the SW ¼ of said Section 10; thence N01 degrees 40 minutes 27 seconds E, a distance of

2661.29 feet to the Northeast corner of the W 1/2 of E 1/2 of the SW 1/4 of the SW 1/4 of section 10; thence S 88 degrees 57 minutes 11 seconds W, along the north line, a distance of 665.40 feet, to the Northwest corner of the W 1/2 of the E 1/2 of the SW 1/4 of Section 10 and point of beginning; thence S 89 degrees 54 minutes 17 seconds W, along the north line, a distance of 1331.50 feet, to the Northeast corner of the E 1/4 of section 9; thence S 89 degrees 58 minutes 22 seconds W, along the north line, a distance of 328.94 feet to the NW corner of the E 1/2 of the E 1/2 of the E 1/2 of the SE 1/4 of Section 9; thence S 0 degrees 40 minutes 42 seconds W, along the west line, a distance of 1258.29 feet to a point on a non-tangent curve, having a radius of 1019.00 feet, a radial line bears N 39 degrees 23 minutes 00 seconds E from said point; thence northwesterly along the arc of last said curve through a central angle of 14 degrees 18 minutes 07 seconds, a distance of 254.36 feet; thence N 36 degrees 19 minutes 40 seconds W, tangent to last said curve, a distance of 1258.29 feet, to a point on the north line of the SE 1/4 of said Section 9; thence N 89 degrees 58 minutes 03 seconds W, along said north line, a distance of 991.15 feet to a point on the center line of the Kansas and Colorado Railroad abandoned right of way; thence N 42 degrees 46 feet 50 seconds, along said center line, distance of 187.77 feet to the beginning of a curve to the right having a radius of 5864.93 feet; thence northwesterly, continuing along said center line, along the arc of said curve, through a central angle of 11 degrees 29 minutes 01 seconds, a distance of 574.22 feet; thence N 31 degrees 39 minutes 05 seconds W continuing along said center line a distance of 26.62 feet; thence S 02 degrees 50 minutes 55 seconds W, leaving said center line, a distance of 379.17 feet; thence S 11 degrees 18 minutes 19 seconds E, a distance of 290.71 feet; thence S25 degrees 46 minutes 13 seconds E, a distance of 494.36 feet; thence S 74 degrees 06 minutes 44 seconds E, a distance of 738.34 feet; thence S 45 degrees 34 minutes 43 seconds E, a distance of 1107.74 feet to the present city limits line; thence N 90 degrees 0 minutes 0 seconds E continuing along said city limits line, a distance of 2318.65 feet; thence N 0 degrees 0 minutes 0 seconds W, continuing along said city limits line, a distance of 1492.67 feet to the point of beginning.

Said parcels contain 98.98 acres, more or less.

2. PROPOSED NEW CITY LIMITS LINE:

Commencing at the SE corner of the W 1/2 of the E 1/2 of the SW 1/4 of said Section 10; thence N01 degrees 40 minutes 27 seconds E, a distance of 2661.29 feet to the Northeast corner of the W 1/2 of E 1/2 of the SW 1/4 of the SW 1/4 of section 10; thence S 88 degrees 57 minutes 11 seconds W, along the north line, a distance of 665.40 feet, to the Northwest corner of the W 1/2 of the E 1/2 of the SW 1/4 of Section 10 and point of beginning; thence S 89 degrees 54 minutes 17 seconds W, along the north line, a

distance of 1331.50 feet, to the Northeast corner of the E ¼ of section 9; thence S 89 degrees 58 minutes 22 seconds W, along the north line, a distance of 328.94 feet to the NW corner of the E ½ of the E ½ of the E ½ of the SE ¼ of Section 9; thence S 0 degrees 40 minutes 42 seconds W, along the west line, a distance of 1258.29 feet to a point on a non-tangent curve, having a radius of 1019.00 feet, a radial line bears N 39 degrees 23 minutes 00 seconds E from said point; thence northwesterly along the arc of last said curve through a central angle of 14 degrees 18 minutes 07 seconds, a distance of 254.36 feet; thence N 36 degrees 19 minutes 40 seconds W, tangent to last said curve, a distance of 1258.29 feet, to a point on the north line of the SE ¼ of said Section 9; thence N 89 degrees 58 minutes 03 seconds W, along said north line, a distance of 991.15 feet to a point on the center line of the Kansas and Colorado Railroad abandoned right of way; thence N 42 degrees 46 feet 50 seconds, along said center line, distance of 187.77 feet to the beginning of a curve to the right having a radius of 5864.93 feet; thence northwesterly, continuing along said center line, along the arc of said curve, through a central angle of 11 degrees 29 minutes 01 seconds, a distance of 574.22 feet; thence N 31 degrees 39 minutes 05 seconds W continuing along said center line a distance of 26.62 feet; thence S 02 degrees 50 minutes 55 seconds W, leaving said center line, a distance of 379.17 feet; thence S 11 degrees 18 minutes 19 seconds E, a distance of 290.71 feet; thence S25 degrees 46 minutes 13 seconds E, a distance of 494.36 feet; thence S 74 degrees 06 minutes 44 seconds E, a distance of 738.34 feet; thence S 45 degrees 34 minutes 43 seconds E, a distance of 1107.74 feet to the present city limits line;

3. CERTIFICATION OF PERIMETER:

At least one-sixth of the boundary of the land described in paragraphs one (1) above, is now existing City Limits Line.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

This Ordinance shall become effective immediately upon final passage and the annexation shall be effective for ad valorem tax purposes on and after January 1, 2023.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

- Approved on _____.
- Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

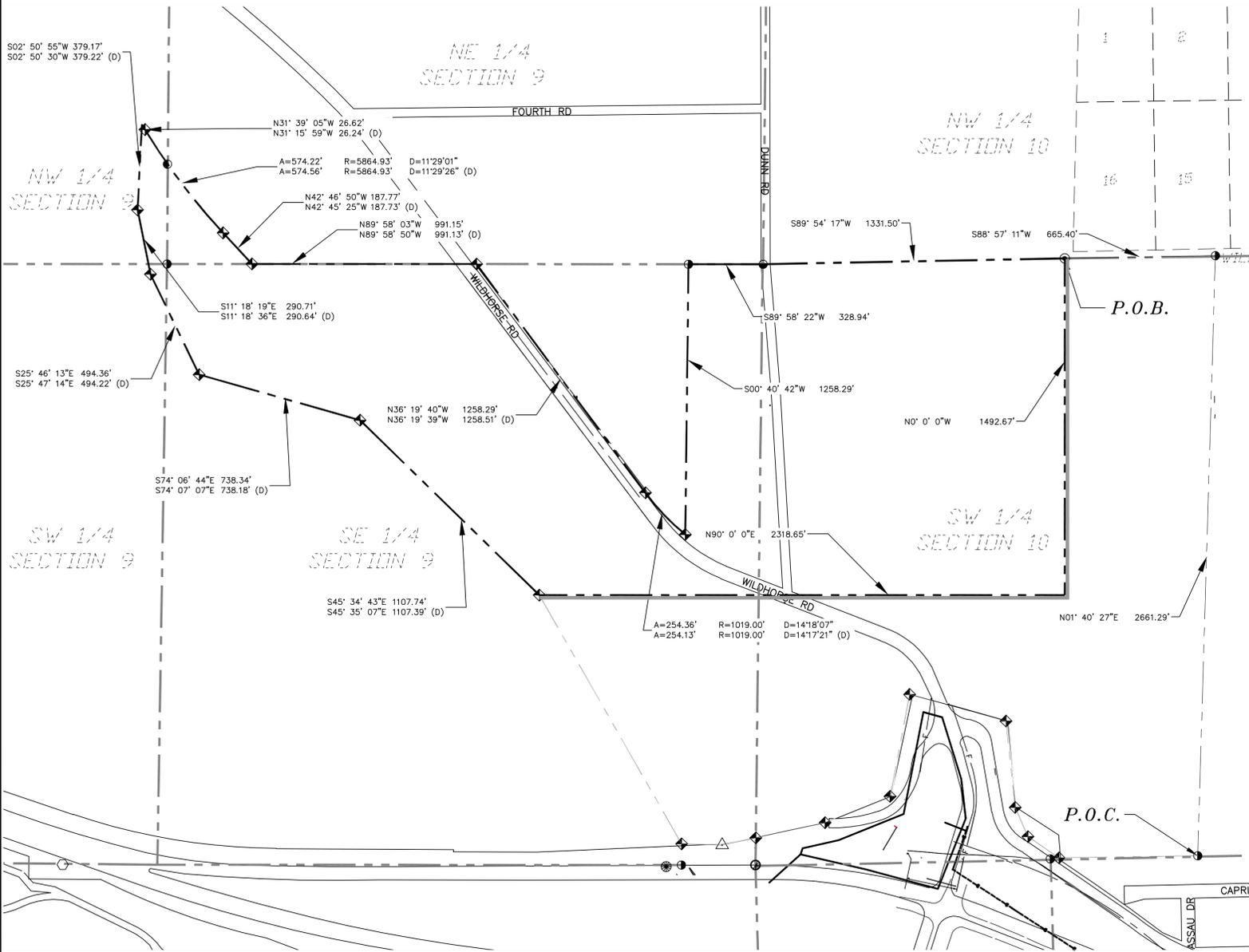
President of City Council

ATTEST

City Clerk

WILDHORSE ANNEXATION 2 ANNEXATION TO THE CITY OF PUEBLO

A PORTION OF THE SE 1/4 OF THE NW 1/4, A PORTION OF THE NE 1/4 OF THE SW 1/4 AND A PORTION OF THE E 1/2 OF SECTION 9 AND A PORTION OF THE W 1/2 OF THE SW 1/4, A PORTION OF THE W 1/2 OF THE E 1/2 OF THE SW 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO.



1. AREA TO BE ANNEXED

A portion of three parcels of land located in sections 9 and 10, Township 20 South, Range 65 West, of the 6th Principal Meridian in the County of Pueblo and State of Colorado, being more particularly described as follows:

Commencing at the SE corner of the W 1/2 of the E 1/2 of the SW 1/4 of said Section 10; thence N01 degrees 40 minutes 27 seconds E, a distance of 2661.29 feet to the Northeast corner of the W 1/2 of E 1/2 of the SW 1/4 of section 10; thence S 88 degrees 57 minutes 11 seconds W, along the north line, a distance of 665.40 feet, to the Northwest corner of the W 1/2 of the E 1/2 of the SW 1/4 of Section 10 and point of beginning; thence S 89 degrees 54 minutes 17 seconds W, along the north line, a distance of 1331.50 feet, to the Northeast corner of the E 1/2 of section 9; thence S 89 degrees 58 minutes 22 seconds W, along the north line, a distance of 328.94 feet to the NW corner of the E 1/2 of the E 1/2 of the SW 1/4 of Section 9; thence S 0 degrees 40 minutes 42 seconds W, along the west line, a distance of 1258.29 feet to a point on a non tangent curve, having a radius of 1019.00 feet, a radial line bears N 39 degrees 23 minutes 00 seconds E from said point; thence northwesterly along the arc of last said curve through a central angle of 14 degrees 18 minutes 07 seconds, a distance of 254.36 feet; thence N 36 degrees 19 minutes 40 seconds W, tangent to last said curve, a distance of 1258.29 feet, to a point on the north line of the SE 1/4 of said Section 9; thence N 89 degrees 58 minutes 03 seconds W, along said north line, a distance of 991.15 feet to a point on the center line of the Kansas and Colorado Railroad abandoned right of way; thence N 42 degrees 46 minutes 50 seconds, along said center line, distance of 187.77 feet to the beginning of a curve to the right having a radius of 5864.93 feet; thence northwesterly, continuing along said center line, along the arc of said curve, through a central angle of 11 degrees 29 minutes 01 seconds, a distance of 574.22 feet; thence N 31 degrees 39 minutes 05 seconds W continuing along said center line a distance of 26.62 feet; thence S 02 degrees 50 minutes 55 seconds W, leaving said center line, a distance of 379.17 feet; thence S 11 degrees 18 minutes 19 seconds E, a distance of 290.71 feet; thence S 25 degrees 46 minutes 13 seconds E, a distance of 494.36 feet; thence S 74 degrees 06 minutes 44 seconds E, a distance of 738.34 feet; thence S 45 degrees 34 minutes 43 seconds E, a distance of 1107.74 feet to the present city limits line; thence N 90 degrees 0 minutes 0 seconds E continuing along said city limits line, a distance of 2318.65 feet; thence N 0 degrees 0 minutes 0 seconds W, continuing along said city limits line, a distance of 1492.67 feet to the point of beginning.

Said parcels contain 98.98 acres, more or less

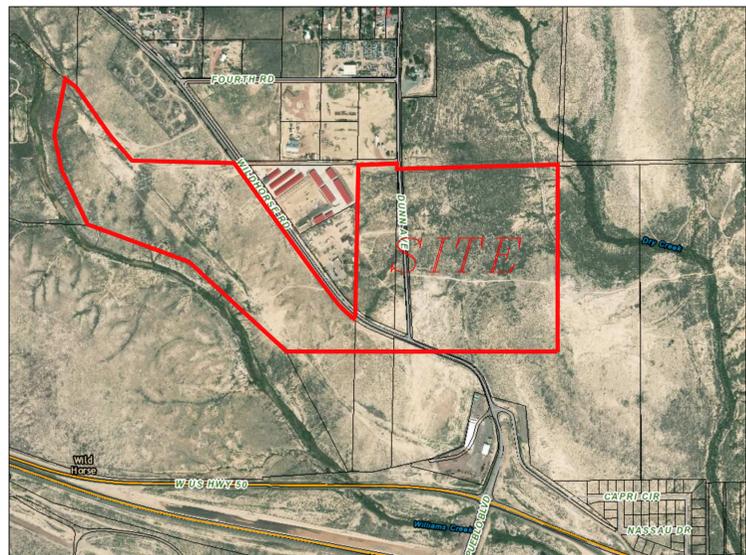
2. PROPOSED NEW CITY LIMITS LINE:

Commencing at the SE corner of the W 1/2 of the E 1/2 of the SW 1/4 of said Section 10; thence N01 degrees 40 minutes 27 seconds E, a distance of 2661.29 feet to the Northeast corner of the W 1/2 of E 1/2 of the SW 1/4 of section 10; thence S 88 degrees 57 minutes 11 seconds W, along the north line, a distance of 665.40 feet, to the Northwest corner of the W 1/2 of the E 1/2 of the SW 1/4 of Section 10 and point of beginning; thence S 89 degrees 54 minutes 17 seconds W, along the north line, a distance of 1331.50 feet, to the Northeast corner of the E 1/2 of section 9; thence S 89 degrees 58 minutes 22 seconds W, along the north line, a distance of 328.94 feet to the NW corner of the E 1/2 of the E 1/2 of the SW 1/4 of Section 9; thence S 0 degrees 40 minutes 42 seconds W, along the west line, a distance of 1258.29 feet to a point on a non tangent curve, having a radius of 1019.00 feet, a radial line bears N 39 degrees 23 minutes 00 seconds E from said point; thence northwesterly along the arc of last said curve through a central angle of 14 degrees 18 minutes 07 seconds, a distance of 254.36 feet; thence N 36 degrees 19 minutes 40 seconds W, tangent to last said curve, a distance of 1258.29 feet, to a point on the north line of the SE 1/4 of said Section 9; thence N 89 degrees 58 minutes 03 seconds W, along said north line, a distance of 991.15 feet to a point on the center line of the Kansas and Colorado Railroad abandoned right of way; thence N 42 degrees 46 minutes 50 seconds, along said center line, distance of 187.77 feet to the beginning of a curve to the right having a radius of 5864.93 feet; thence northwesterly, continuing along said center line, along the arc of said curve, through a central angle of 11 degrees 29 minutes 01 seconds, a distance of 574.22 feet; thence N 31 degrees 39 minutes 05 seconds W continuing along said center line a distance of 26.62 feet; thence S 02 degrees 50 minutes 55 seconds W, leaving said center line, a distance of 379.17 feet; thence S 11 degrees 18 minutes 19 seconds E, a distance of 290.71 feet; thence S 25 degrees 46 minutes 13 seconds E, a distance of 494.36 feet; thence S 74 degrees 06 minutes 44 seconds E, a distance of 738.34 feet; thence S 45 degrees 34 minutes 43 seconds E, a distance of 1107.74 feet to the present city limits line;

3. CERTIFICATION OF PERIMETER:

At least one-sixth of the boundary of the land described in paragraphs one (1) above, is now existing City Limits Line.

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



VICINITY MAP
NOT TO SCALE

LEGEND

- FOUND 3 1/4" DIAMETER ALUMINUM CAP, PLS 33200
- FOUND 2" DIAMETER ALUMINUM CAP, PLS 16128
- FOUND 2" DIAMETER ALUMINUM CAP, PLS 33200
- ◆ FOUND YELLOW PLASTIC CAP, PLS 16128
- FOUND YELLOW PLASTIC CAP, PLS 10093
- △ FOUND YELLOW PLASTIC CAP, PLS ILLEGIBLE
- FOUND 1 1/2" ALUMINUM CAP, PLS 16128
- FOUND BENT NO. 6 REBAR NO CAP
- FOUND 3 1/4" DIAMETER BRASS CAP IN CONCR
- FOUND 3 1/4" DIAMETER ALUMINUM CAP, PLS 3
- (D) DEED
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- EXISTING CITY LIMITS LINE
- PROPOSED CITY LIMITS LINE

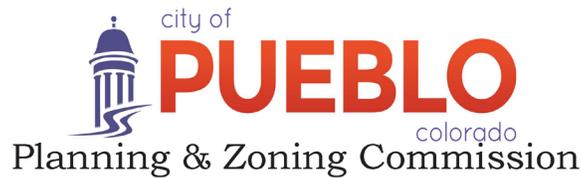
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on Behalf of NorthStar Engineering & Surveying Inc.

NORTHSTAR ENGINEERING AND SURVEYING, INC.		
111 E. 5TH ST. PUEBLO, CO 81003		(719)544-6823 (719)544-6825 FAX
WILDHORSE ANNEXATION 2		
TITLE:	FILE: 1804400_ANNEK.DWG	
SCALE: 1" = 300'	DRAWN BY: DMB	
DATE: 05-25-21	CHECKED BY: MLC	JOB NO. 1804400

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, December 8, 2021 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGBnlCdHRrUHNFZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.

The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Bob Schilling, and Lisa Bailey.

Commissioners Absent: none

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Planner; Bart Mikitowicz, Planner; Danielle Baxter, Planner; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to amend the agenda to move SNC-21-04 to the last item on the agenda, Seconded by Schilling.

Motion passed 7-0.

PUBLIC MEETING AND ACTION

1. **A-20-04 Wildhorse Annexation-** Two phase annexation totaling 179.38 acres, generally located north and west of the U.S. West Highway 50 and North Pueblo Blvd. intersection.

Staff report by Scott Hobson, Acting Director for Department of Planning and Community Development.

STAFF REVIEW AND FINDINGS:

Two annexation petitions were filed on July 1, 2020, by Wildhorse Land and Holdings, a Limited Liability Company, for a series annexation of 80.40 acres and 98.80 acres located north of the U.S. Highway 50 West/Pueblo Blvd Interchange. The purpose of the annexation is to provide a location for a mixture of retail uses, high density residential, and business park uses. The applicant is proposing to zone the property as A-1, Agricultural One, as an interim zoning classification until the time of development. An overall development plan application has also been submitted and is scheduled to be reviewed by the Planning Commission on January 13, 2021. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time and no building permits may be issued while zoned A-1. The proposed annexation agreement allows for the A-1 zone district to continue for not more than 10 years and prohibits building permits from being issued until the property is rezoned to a zone district that is consistent with the Pueblo Comprehensive Plan.

Approximately 55 acres within the west and northwest areas of the proposed annexation are located within the boundaries of the Pueblo West Metropolitan District. If the annexation of the property is approved, the City shall, upon acceptance of public infrastructure improvements in compliance with all city construction standards and requirements, provide for the sanitary sewer, stormwater, parks and recreation, fire, and police services to the areas within city limits that are also within the boundaries of the Pueblo West Metropolitan District boundaries.

Current Land Use According to Comprehensive Plan: The amended "2001 Pueblo Regional Development Plan" designates the proposed annexation property as a "Special Development Area."

The Pueblo Comprehensive Plan designation of Special Development Area identifies areas where there appear to be multiple possibilities for development. These areas are undeveloped lands with significant development and/or open space potential in strategic locations that suggest the need for careful, location-specific plans for infrastructure and private development.

The Wildhorse Annexation Overall Development Plan will serve as the master plan for the area.

Field Observations of Site: The area proposed to be annexed is vacant undeveloped land located north of the U.S. Highway 50 West/SH45 Pueblo Boulevard Interchange and extending northwest along the south side of Wildhorse Road. The site consists of native prairie grasses with a generally flat topography, except for gradual hills that extend northeasterly to Wildhorse Creek and border the southwesterly boundary of the property adjacent to Williams Creek. An 825-foot segment of Wildhorse Creek is located within the property, and Williams Creek is located off the boundary of the property. City wastewater service is currently provided to the CDOT Maintenance Facility located at the intersection of Wildhorse Road at the terminus of SH45/Pueblo Boulevard. Pueblo Water potable water service is located within North Pueblo

Boulevard extended and along Wildhorse Road through an extraterritorial water service agreement. Limited stormwater improvements are located along North Pueblo Boulevard extended.

Neighborhood Compatibility: The proposed annexation site is located north of the U.S. Highway 50 West/SH45 Pueblo Boulevard Interchange and extending northwest along the south side of Wildhorse Road. The CDOT Maintenance Facility borders the property at the intersection of Wildhorse Road and the terminus of SH45/Pueblo Boulevard. A self-storage facility is located north of the property along the north side of Wildhorse Road. The Holiday Hills Subdivision, in unincorporated Pueblo County, is located to the southeast of the property. This subdivision contains one residential developed property approximately 550 feet for the proposed annexation property. The proposed annexation and mixture of retail uses, high density residential, and business park uses introduces new uses to a generally undeveloped area that will be compatible with the surrounding business park uses. The platted residential lots within the Holiday Hills Subdivision in unincorporated Pueblo County will likely not fully develop without annexing into the City of Pueblo for access to water and wastewater services to the remaining residential lots.

HEARING: Mike Cuppy, NorthStar Engineering., 111 E. 5th Street, represented the application.

No one spoke in support or opposition for the application.

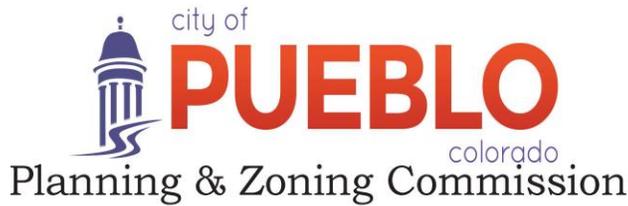
MOTION: Motion to recommend approval of the Wildhorse Annexation, series of two annexations was made by Bailey, second by Avalos.

MOTION PASSED 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

A-20-04

TO: City of Pueblo, Planning and Zoning Commission

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

DATE: December 8, 2021

SUBJECT: Wildhorse Annexation, Series of two annexations

APPLICANT: Wildhorse Land and Holdings, a Limited Liability Company
Michael Cuppy, NorthStar Engineering and Surveying, Inc.

PROPERTY OWNER: Wildhorse Land and Holdings, a Limited Liability Company

LOCATION: North of the U.S. Highway 50 West/Pueblo Blvd Interchange:
Series 1 – 80.40 acres
Series 2 - 98.8 acres generally located north of the U.S. Highway 50
West/Pueblo Blvd Interchange; a parcel of land in Sections 9 & 10,
Township 20 South, Range 65 West, of the 6th P.M.

EXISTING ZONE: A-3, A-1 and S-1 Zone Districts (Pueblo County)

REQUEST:

The Petitioner/Applicant is requesting to annex 179.2-acres into the City through a series of two annexations with Phase 1 totaling 80.40 acres and Phase 2 totaling 98.80 acres. The property is proposed to be annexed and developed with a mixture of retail uses, high density residential, and business park uses.

ANALYSIS:

The proposed Wildhorse Annexations conform with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and the Pueblo Municipal Codes.

BACKGROUND:

Two annexation petitions were filed on July 1, 2020 by Wildhorse Land and Holdings, a Limited Liability Company, for a series annexation of 80.40 acres and 98.80 acres located north of the U.S. Highway 50 West/Pueblo Blvd Interchange. The purpose of the annexation is to provide a location for a mixture of retail uses, high density residential, and business park uses. The applicant is proposing to zone the property as A-1, Agricultural One, as an interim zoning classification until the time of development. An overall development plan application has also been submitted and is scheduled to be reviewed by the Planning Commission on January 13, 2021. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time and no building permits may be issued while zoned A-1. The proposed annexation agreement allows for the A-1 zone district to continue for not more

than 10 years and prohibits building permits from being issued until the property is rezoned to a zone district that is consistent with the Pueblo Comprehensive Plan.

Approximately 55 acres within the west and northwest areas of the proposed annexation are located within the boundaries of the Pueblo West Metropolitan District. If the annexation of the property is approved, the City shall, upon acceptance of public infrastructure improvements in compliance with all city construction standards and requirements, provide for the sanitary sewer, stormwater, parks and recreation, fire and police services to the areas within city limits that are also within the boundaries of the Pueblo West Metropolitan District boundaries.

CONCURRENT REQUESTS:

ODP-20-01 Wildhorse Annexation Overall Development Plan

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

Existing Zoning and Land Use:

Zone District	A-1, A-3 & S-1, Pueblo County
Existing Land Use	Vacant/Undeveloped

Surrounding Land Uses & Zoning

North	<ul style="list-style-type: none"> A-1, Agricultural One, A-2, Agricultural Two, A-3 Agricultural Three Districts, all in unincorporated Pueblo County, undeveloped except for a self-storage facility within the A-2 Agricultural District
East	<ul style="list-style-type: none"> A-1, Agricultural One, Pueblo County, undeveloped
South	<ul style="list-style-type: none"> A-3 Agricultural Three District, S-1 Public Use District, A-1, Agricultural One in Pueblo County, all within unincorporated Pueblo County – U.S. Highway 50/SH 45 Pueblo Blvd interchange within the S-1 and A-1 County Zone Districts, one residence within the Holiday Hills Subdivision in unincorporated Pueblo County S-1, Governmental Use District within City, CDOT Maintenance Facility
West	<ul style="list-style-type: none"> A-3 Agricultural Three District, Pueblo County, undeveloped

B. Current Land Use According to Comprehensive Plan:

The amended **”2001 Pueblo Regional Development Plan”** designates the proposed annexation property as a “Special Development Area.”

The Pueblo Comprehensive Plan designation of *Special Development Area* identifies areas where there appear to be multiple possibilities for development. These areas are undeveloped lands with significant development and/or open space potential in strategic locations that suggest the need for careful, location-specific plans for infrastructure and private development.

The Wildhorse Annexation Overall Development Plan will serve as the master plan for the area.

C. Field Observations of Site

The area proposed to be annexed is vacant undeveloped land located north of the U.S. Highway 50 West/SH45 Pueblo Boulevard Interchange and extending northwest along the south side of Wildhorse Road. The site consists of native prairie grasses with a generally flat topography, except for gradual hills that extend northeasterly to Wildhorse Creek and border the southwesterly boundary of the property adjacent to Williams Creek. An 825-foot segment of Wildhorse Creek is located within the property, and Williams Creek is located off the boundary of the property. City wastewater service is currently provided to the CDOT Maintenance Facility located at the intersection of Wildhorse Road at the terminus of SH45/Pueblo Boulevard. Pueblo Water potable water service is located within North Pueblo Boulevard extended and along Wildhorse Road through an extraterritorial water service agreement. Limited stormwater improvements are located along North Pueblo Boulevard extended.

D. Neighborhood Compatibility

The proposed annexation site is located north of the U.S. Highway 50 West/SH45 Pueblo Boulevard Interchange and extending northwest along the south side of Wildhorse Road. The CDOT Maintenance Facility borders the property at the intersection of Wildhorse Road and the terminus of SH45/Pueblo Boulevard. A self-storage facility is located north of the property along the north side of Wildhorse Road. The Holiday Hills Subdivision, in unincorporated Pueblo County, is located to the southeast of the property. This subdivision contains one residential developed property approximately 550 feet for the proposed annexation property. The proposed annexation and mixture of retail uses, high density residential, and business park uses introduces new uses to a generally undeveloped area that will be compatible with the surrounding business park uses. The platted residential lots within the Holiday Hills Subdivision in unincorporated Pueblo County will likely not fully develop without annexing into the City of Pueblo for access to water and wastewater services to the remaining residential lots.

DEPARTMENT COMMENTS

PUBLIC WORKS AND ENGINEERING COMMENTS

- None

TRANSPORTATION COMMENTS:

- None

PUEBLO COUNTY COMMENTS:

- None

TRANSPORTATION COMMENTS

- None

PARKS AND RECREATION COMMENTS

- I think it’s important to have trails extending up north through this area, whether it along wastewater lines or arroyos.

REGIONAL BUILDING COMMENTS

- None

BOARD OF WATER WORKS COMMENTS

- Pueblo Water can serve the proposed annexation as presented, with sufficient quantity both for domestic and fire flow. Pueblo Water will work closely with Developers' Engineer to masterplan (water) for the annexation, including sufficient infrastructure to serve the distinct pressure zones present at this annexation. We have no further comments at this time.

COLORADO DEPARTMENT OF TRANSPORTATION COMMENTS

- See attached letter from Arthur Gonzales, CDOT R2 Access Manager, dated 1/20/2021

COMCAST COMMENTS

- None

EXCEL ENERGY COMMENTS

- Xcel does not have gas north of Hwy 50 at Pueblo Blvd

QWEST COMMENTS

- None

PUEBLO CITY SCHOOL DISTRICT 60

- None

CITY OF PUEBLO STORMWATER

- See attached memo from John Sakariason, Drainage Engineer, dated 12/18/2020

CITY OF PUEBLO WASTEWATER

- See attached memo from Sonia Mondragon, Wastewater Engineer dated 12/11/2020

SOUTHEASTERN COLORADO WATER CONSERVANCY DISTRICT

- See attached letter from Garrett Markus, P.E. dated 11/17/2020

SPECIAL INFORMATION

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

1. **Section 31-12-104** –That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.

The proposed annexation is separated into two phases with the first phase totaling 80.40 acres and the second phase totaling 98.80 acres. The required one-sixth (1/6) contiguity of the area proposed to be annexed for each phase is established on the Annexation Plats and meets the requirements for annexation. The contiguity for the second phase is established through the approval of the first phase annexation. All of the property is within three miles of existing city limits.

2. Section 31-12-105[1]-[e] – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.

The City of Pueblo adopted the updated “City of Pueblo 3-Mile Annexation Master Plan for the Year 2021” on March 8, 2021.

3. Section 31-12-108.5- An Annexation Impact Report is required for all annexations over ten acres. A report was submitted to the Planning and Community Development Department. The content of the report fulfills the statutory requirements; however, a map containing the items listed below must be submitted to the Department prior to City Council Review:
 - a. The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;
 - b. The present streets, major trunk mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation;
 - c. The existing and proposed land use patterns in the areas to be annexed.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

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

The proposed annexation requires the extension of the City wastewater system, Board of Water Works domestic water, and the provision of police and fire services. Based on the comments received from City staff, the proposed annexation appears to be a logical extension of the City’s boundary and municipal services.

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

A requirement of the annexation agreement will be for the petitioner to apply to zone the property within the City of Pueblo within 90 days following the approval of an ordinance annexing the property into the City. The applicant intends to zone the property as A-1, Agricultural One as an interim zoning classification. Prior to development, the applicant will rezone the property in compliance with an approved Overall Development Plan which will serve as the master plan in accordance with the Title XVII of the Pueblo Municipal Code.

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

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

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

The petitioner will be required to have an Overall Development Plan approved by the City Planning & Zoning Commission that addresses the master plan requirements within the Annexation Agreement.. In addition, the petitioner must comply with the City's Code of Ordinances for any subdivision of the property.

RECOMMENDED MOTION: Staff recommends Planning and Zoning Commission recommend approval of the annexation to City Council.

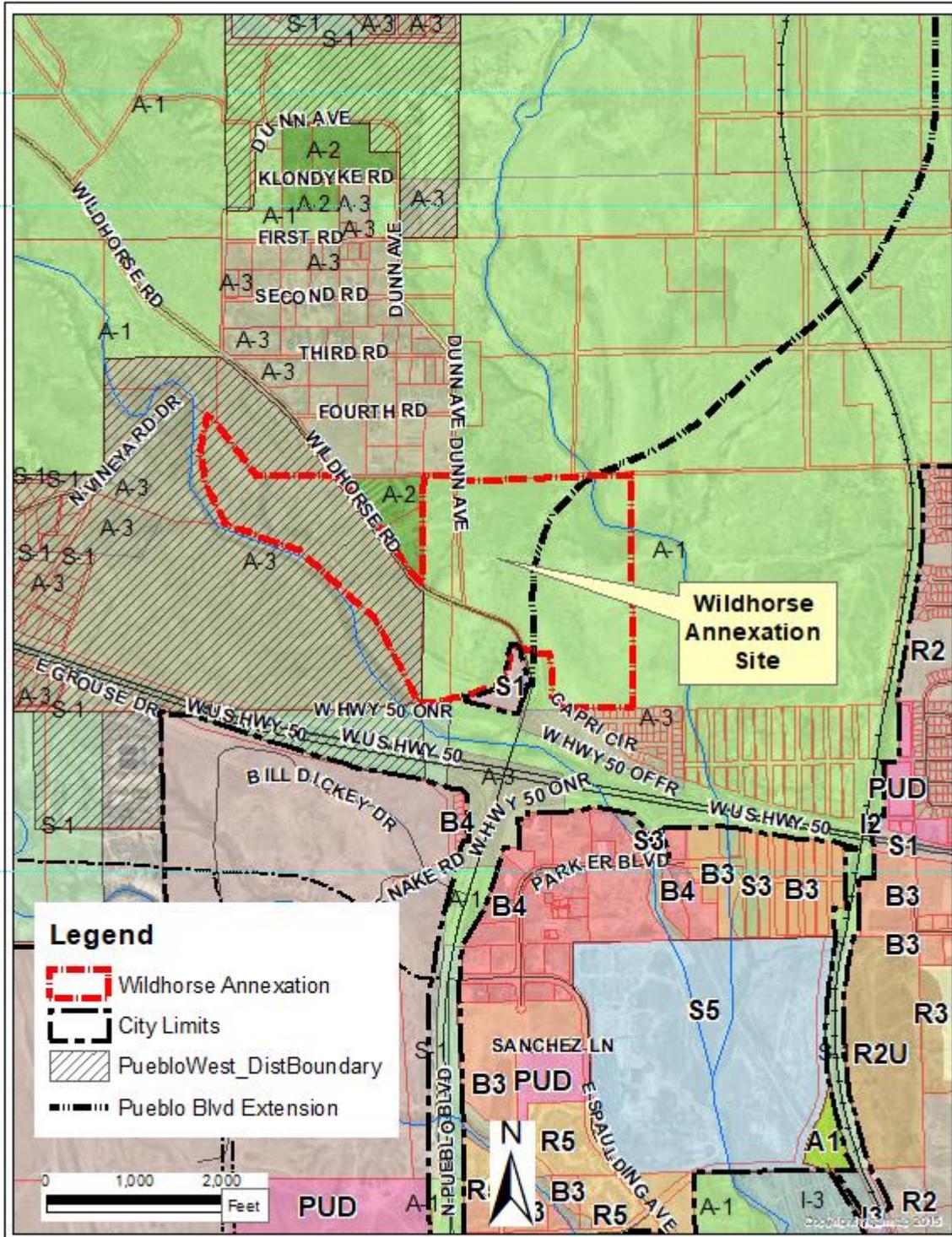
CONCLUSION:

The City staff has reviewed the annexation request and recommends approval of the annexation with the condition that the applicant signs an Annexation Agreement, which includes the provisions of Exhibit C of the Annexation Agreement.

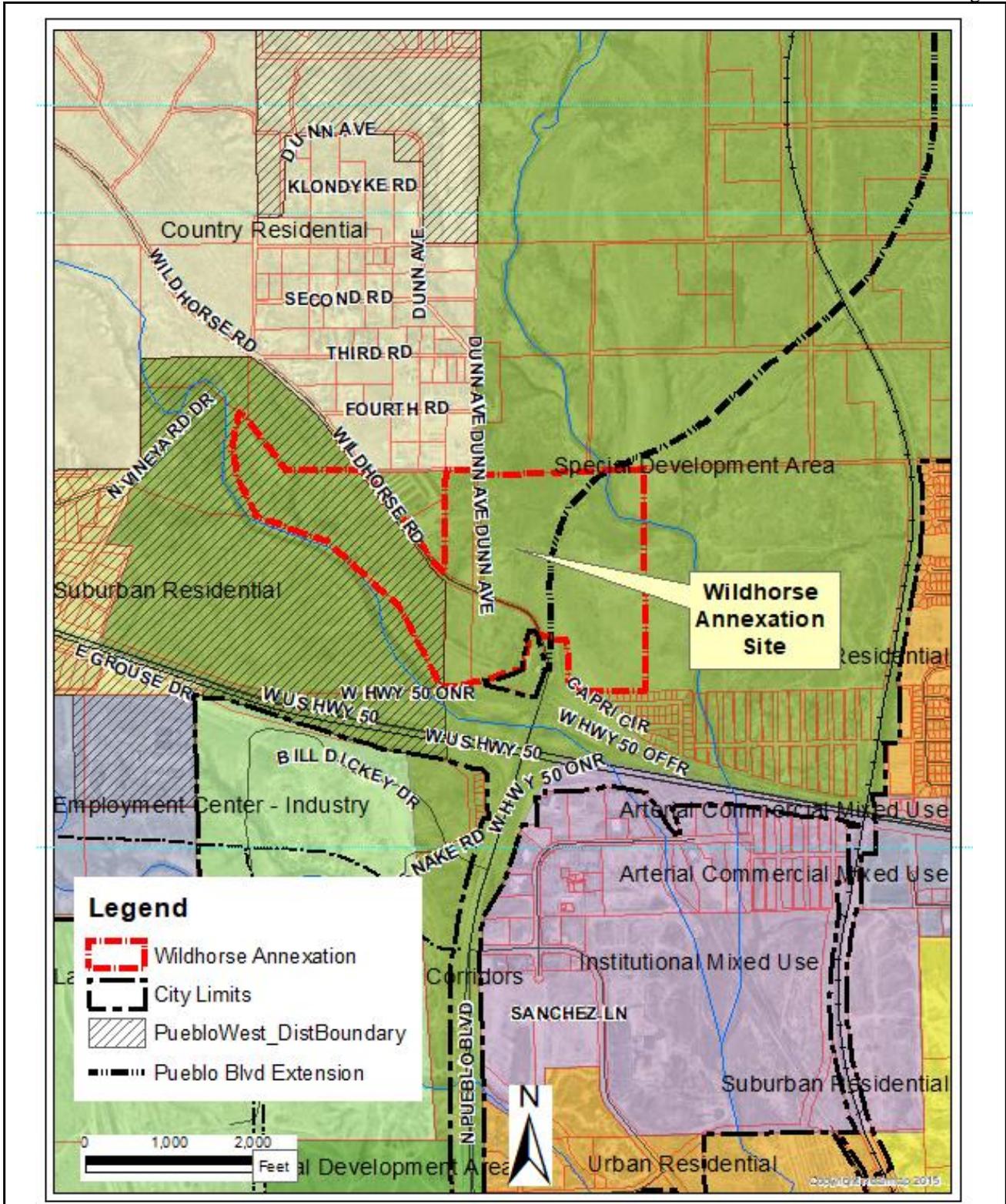
ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Future Land Use Map
- D. Site Photographs
- E. Annexation Plats
- F. Impact Report
- G. Letter from Arthur Gonzales, CDOT R2 Access Manager, dated 1/20/2021
- H. Stormwater Memo from John Sakariason, Drainage Engineer, dated 12/18/2020
- I. Wastewater Memo from Sonia Mondragon, Wastewater Engineer dated 12/11/2020
- J. Southeastern Colorado Water Conservancy District, Letter from Garrett Markus, P.E. dated 11/17/2020

ATTACHMENT B - CITY OF PUEBLO PLANNING AND COMMUNITY DEVELOPMENT



Zoning Map Pueblo Springs Apartments Annexation



ATTACHMENT C

Comprehensive Plan Pueblo Springs Apartments Annexation Site



ATTACHMENT D

LOCATION: Wildhorse Annexation Site - Southeast from Wildhorse Road



ATTACHMENT D

LOCATION: Wildhorse Annexation Site - East from Wildhorse Road



ATTACHMENT D

LOCATION: Wildhorse Annexation Site - Northeast from Wildhorse Road



ATTACHMENT D

LOCATION: Wildhorse Annexation Site - Southwest from Wildhorse Road

ATTACHMENT F

ANNEXATION TO THE CITY OF PUEBLO

IMPACT REPORT
FOR
Wildhorse Annexation 1

The following items are the requirements as set forth for an Annexation Impact Report pursuant to the Colorado Revised Statutes Section 31-12-108.5:

- (a) A map or maps of the municipality and adjacent territory to show the following information:
- (I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

Refer to the Wildhorse Annexation, attached as Exhibit 1.
 - (II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation;

Wildhorse Road and Dunn Avenue are currently located on the site. Municipal Water is currently in Wildhorse Road right-of-way (16" PVC) that runs from the south end of the site to the northwest of the annexation area and is adequately sized for service to the annexation area. Pueblo Boulevard and other utilities that are not currently extended north to the proposed annexed area will be required to be extended north upon subdivision of said area. There is currently no sanitary or storm sewer on the site.
 - (III) The existing and proposed land use pattern in the areas to be annexed;

Existing land use pattern in the areas adjacent to the annexed area are primarily agricultural. The proposed land use for the annexed area will be primarily commercial with limited residential.
- (b) A copy of any draft or final pre-annexation agreement, if available;

Not applicable

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

The City of Pueblo will provide police and fire protection to this annexed area. This site's main entrance will be the proposed extension of Pueblo Boulevard. This road will be utilized by the workers that will enter the site on a sporadic schedule during the construction period. Employees will enter the site on a daily basis once operational and, maintenance/delivery trucks may also need access when operational.

- (d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

Fire and police services will be funded through the City's General Fund.

- (e) A statement identifying existing districts within the area to be annexed;

The property is within the boundaries of the Pueblo Regional Library District, School District No. 60, and the Lower Arkansas Valley Water Conservancy District.

- (f) A statement on the effect of annexation upon local public-school district systems, including the estimated number of students generated and the capital construction required to educate such students.

This annexation will consist of commercial use. Employees at the commercial sites will likely live in a variety of areas both within and outside of School District No. 60 and School District 70 boundaries. The annexation will have a positive impact on the property tax base for School Districts, with a minimal impact on the need to add classroom space or associated school facilities.

ATTACHMENT F
ANNEXATION TO THE CITY OF PUEBLO

IMPACT REPORT
FOR
Wildhorse Annexation 2

The following items are the requirements as set forth for an Annexation Impact Report pursuant to the Colorado Revised Statutes Section 31-12-108.5:

- (a) A map or maps of the municipality and adjacent territory to show the following information:
- (I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

Refer to the Wildhorse Annexation 2, attached as Exhibit 1.
 - (II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation;

Wildhorse Road and Dunn Avenue are currently located on the site. Municipal Water is currently in Wildhorse Road right-of-way (16" PVC) that runs from the south end of the site to the northwest of the annexation area and is adequately sized for service to the annexation area. Pueblo Boulevard and other utilities that are not currently extended north to the proposed annexed area will be required to be extended north upon subdivision of said area. There is currently no sanitary or storm sewer on the site.
 - (III) The existing and proposed land use pattern in the areas to be annexed;

Existing land use pattern in the areas adjacent to the annexed area are primarily agricultural. The proposed land use for the annexed area will be primarily commercial with limited residential.
- (b) A copy of any draft or final pre-annexation agreement, if available;

Not applicable

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

The City of Pueblo will provide police and fire protection to this annexed area. This site's main entrance will be the proposed extension of Pueblo Boulevard. This road will be utilized by the workers that will enter the site on a sporadic schedule during the construction period. Employees will enter the site on a daily basis once operational and, maintenance/delivery trucks may also need access when operational.

- (d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

Fire and police services will be funded through the City's General Fund.

- (e) A statement identifying existing districts within the area to be annexed;

The property is within the boundaries of the Pueblo Regional Library District, School District No. 60, and the Lower Arkansas Valley Water Conservancy District.

- (f) A statement on the effect of annexation upon local public-school district systems, including the estimated number of students generated and the capital construction required to educate such students.

This annexation will consist of commercial and minor residential use. Direct impact to the school system will occur from this residential development. It is estimated the possible number of students will be 96. School District No. 60 has a goal of providing a minimum of 115 ft² of space per student and 8-10 acres of usable acres for elementary schools designed for 400 students. The annexation will have a minimal impact on the need to add classroom space or associated school. Employees at the commercial sites will likely live in a variety of areas both within and outside of School District No. 60 and School District 70 boundaries. The annexation will have a positive impact on the property tax base for School Districts, with a minimal impact on the need to add classroom space or associated school facilities.

ATTACHMENT G



COLORADO
Department of Transportation

Region 2 Permits
5615 Wills Blvd.
Pueblo, CO 81008-2349

January 20, 2021

Karen Elgin, Land Use Technician
City of Pueblo - Planning dept.
211 E. d Street
Pueblo, CO 81003

RE: WL Annexation and Wildhorse Annexation

Dear Karen,

I am in receipt of referral requests for comments for WL Annexation and Wildhorse Annexation.

The subject property of WL Annexation is located north of Highway 50 West, south of Platteville Boulevard, and generally east of Wildhorse Creek. The subject property located in portions of Sec 2,3,10, and 11, T 20S, R 64W, of the 6th PM in Pueblo County, Colorado. It is currently zoned A-3 on 693.1 acres.

The subject property of Wildhorse Annexation is located north of the Highway 50 West/Pueblo Boulevard (SH45) interchange and northwest of Wildhorse Road. The subject property located in portions of Sec 9 and 10, T 20S, R 65W, of the 6th PM in Pueblo County, Colorado. It is currently zoned A-3 on 179.38 acres. After review of all documentation we have the following comments:

Traffic:

The traffic reports for WL Annexation and Wildhorse Annexation dated July 6, 2020 have been reviewed by a CDOT Traffic Engineer. Their comments follow:

- The concept plan is for the extension of Pueblo Blvd. to be a State Highway; this was studied by CDOT in the late 90's and again with the US50 PEL. As such this roadway corridor should be classified as an Expressway with a 300-foot ROW and meet the intersection spacing requirements of the CDOT access code. Anything less than an Expressway designation will not be entertained by CDOT if the intent is to classify this roadway as a State Highway.
- The site, at full build out, generates 51,345 daily trips. The existing intersections of Wildhorse/45 and 50/45 are not designed to accommodate such traffic. The US50 PEL suggests the construction of a Diverging Diamond Interchange as traffic volumes increase. At the rezoning of the property, CDOT will require a Master Traffic Impact Study, per CDOT guidelines and with specific attention being paid to the timing of funding of improvements.

Hydraulics:



The Drainage Master Plans for WL Annexation and Wildhorse Annexation dated July 2020 have been reviewed by a CDOT Hydraulics Engineer. Their comments follow:

- The master plan proposes development to the north of the intersection of Wildhorse and US 50. There are 10 parcels of development shown in the Master Plan with four points of discharge after onsite detention. Three of the four points of discharge are to the west into Williams Creek. The fourth point of discharge is from the southeasterly most parcel and it is to the south into CDOT right of way. This southerly discharge direction changes the historic path of existing surface drainage which is to the east and to Wildhorse Creek. Existing drainage from the project does not historically enter the right of way of US 50. The historic path runs to the east into Wildhorse Creek, parallel and north of the right of way. The proposed drainage patterns should remain unchanged from the existing patterns of surface runoff. CDOT has developed a LIDAR based model of the surface in WMS software to determine the flow paths of the topography.
- CDOT's Maintenance Yard is protected from the developed discharge shown on the proposed lot plan in the Drainage Master Plan.
- The proposed extension of SH 45 will require that any discharge into the proposed highway be made in storm sewer to an inlet or manhole and not as a surface discharge into the right of way.
- The CDOT structures downstream and subject to impact by the Master Drainage Plan are:
 1. K-18-O
 2. 045A008650BL
 3. K-18-CZ
 4. K-18-AC
 5. K-18-CW
- The detention system proposed by the Master Drainage Plan shall detain developed runoff rates to their existing rates prior to discharge upstream of these structures. CDOT drainage design manual requirements for Hydrology may be found in chapter 7 of the Drainage Design Manual, including, but not limited to, return frequency and methods. How will the temporary realignment of Wildhorse Road tie into Pueblo Blvd?
- Future M54 ponds for Pueblo Blvd will need to be identified, maintenance will be performed by the City of Pueblo.

Access:

CDOT Access Department has reviewed the submitted documents and my comments follow:

- CDOT Access Department will need to be continuously involved with the project moving forward. No Access Permits are required as of this annexation.
- A 1601 Study may be required for the extension of SH45/Pueblo Blvd. if an interchange is developed.
- An Access Permit will be required for any connection of local roadways to State Highways once alignments are determined.
- CDOT access Dept. does not have any comments as to the Annexation proposed.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor



Space Village Apartments Final Plat | 6895 Space Village
SF2025 | Final Plat

January 20, 2021
Page 2

advertising. Please contact Mr. Todd Ausbun at (719) 696-1403 for any questions regarding advertising devices.

- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Ausbun.

Please contact me in Pueblo at (719) 546-5732 or (719) 248-0905 with any questions.

Sincerely,

Arthur Gonzales
CDOT R2 Access Manager

Xc: Hu
Haberman
Whittlef
Jagow/Jones
Dahlke
Cress
Ausbun
Vigil/Gonzales/file



ATTACHMENT H

Jeff Hawkins, PE, CFM
Director of Stormwater



211 E. "D" Street
Pueblo, CO 81003

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

Stormwater Utility

MEMO

TO: Scott Hobson, Acting Director of Planning & Community Development
FROM: John Sakariason, Drainage Engineer
DATE: December 18, 2020
SUBJECT: Wildhorse Annexation Master Plan & WL Enterprises Master Plan Stormwater review 1st submittal

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

Color Code: Black = December 18 Comments
(~~Crossed-out items~~ indicate they have been addressed.)

WL Enterprises Master Plan

Report:

Drainage report checklist not included. Cover letter not signed and certified by engineer.

Note - Engineer of record must review and sign off that he has reviewed this drainage report before submitting to the City.

A regulatory floodplain goes through portions of this development. No discussion or floodplain information was provided per the requirements on the checklist.

The calculation of peak runoff using Rational Method from MHFD does not meet the COP criteria. Utilize Standard Form SF-4.

Calculations:

All detention basin stage-storage graphs are blank and appear to serve no purpose. Why are they included in the report?

There are detention ponds shown to be in series. The amount of acreage tributary to the proposed series of detention ponds exceeds 160-acres. The Rational Method provides no means or methodology to generate and route hydrographs through drainage facilities. The Rational Method of analysis will inherently lead to inefficiencies in the required storage volume of the downstream facilities and should not be used. Please use an appropriate analysis method such as SCS or CUHP.

MHFD Detention spreadsheets were used for detention calculations. The table below shows applicable basin sizes. Since the Rational Method was used, it is likely that the spreadsheet results are not accurate. https://udfcd.org/wp-content/uploads/uploads/vol1%20criteria%20manual/06_Runoff.pdf

Table 6-1. Applicability of hydrologic methods

Watershed Size (acres)	Is the Rational Method Applicable?	Is CUHP Applicable?
0 to 90	Yes	Yes
90 to 160	No	Yes
160 to 3,000	No	Yes ¹
Greater than 3,000	No	Yes (subdividing into smaller catchments required) ¹

1. Subdividing into smaller subcatchments and routing the resultant hydrographs using SWMM may be needed to accurately model a catchment with areas of different soil types or percentages of imperviousness.

When modeling large watersheds, the subcatchment sizes can influence results. If heterogeneous land uses are “lumped” together into large subcatchments, the models may not accurately account for the “flashy” nature of runoff from impervious surfaces and peak rates of runoff may be underestimated. On the other hand, defining very small subcatchments can lead to complicated and unrealistic routing that can overestimate peak rates of runoff.

Map:

Vicinity Map is the same scale as all other maps and does not clearly show or label the site in relation to the nearest major roads or cities.

Contours are required to be shown over the entire development area and are not.

Basin lines are not clearly shown and do not match legend. There is a bermed railroad track that should be a basin line but has not been delineated. There are several existing culverts through this bermed railroad track that are required to be shown on the drainage map and are not.

There are existing tributary natural drainage channels that are required to be shown and are not.

A more exhaustive review of the drainage plan and report will be conducted after the plan and report are corrected and more information is submitted. A substantial amount of information is missing or needs changed. Another full review will be required.

Wildhorse Annexation Master Plan

Report:

Drainage report checklist not included. Cover letter not signed and certified by engineer.

Note - Engineer of record must review and sign off that he has reviewed this drainage report before submitting to the City.

A regulatory floodplain goes through portions of this development. No discussion or floodplain information was provided per the requirements on the checklist.

Calculations:

The calculation of peak runoff using Rational Method from MHFD does not meet the COP criteria. Utilize Standard Form SF-4.

Map:

Contours are required to be shown over the entire development area and are not. Basin lines according to the legend look like floodplain boundaries. Please revise plan and legend to match.

WH-4-A and WL-VIII-B (WL Enterprises Master Plan) appear to be the same basin. There is a proposed detention pond in WH-4-A and WL-VIII-A that would be right next to each other. This does not make sense. Please explain.

A more exhaustive review of the drainage plan and report will be conducted after the plan and report are corrected and more information is submitted. A substantial amount of information is missing or needs changed. Another full review will be required.

ATTACHMENT I

Nancy Keller
Wastewater Director



1300 S. Queens Ave
Pueblo, CO 81001

Phone (719) 553-2892
Fax (719) 553-2957

City of Pueblo Wastewater Department

MEMORANDUM

TO: Karen Elgin, Planner
FROM: Sonia Mondragon
DATE: 12/11/20
SUBJECT: Wildhorse Annexation Sanitary Sewer Master Plan Review

This memo is intended to serve as the Wastewater review of the referenced first master plan review submittal and shall be used as a record of the reason for the results of the review.

Section V. Design Requirements

Please use the hydraulic element to calculate the peak allowable flow, which can be found on Figure 2 of page 27 of the Sanitary Sewer Design Criteria Manual.

Section VI. Upstream Considerations

Pipes diameters do not appear to be sized for the upstream service areas. According to Section VI. Upstream Considerations, the area north of the site boundary along Pueblo Blvd., has 280 acres of undeveloped land, calculating to 1.316 cfs/acre (using the flow factor for "Areas outside Master Plan" (unplanned)). The area northwest of the site boundary along Hwy 50 has 400 acres of undeveloped land, calculating to 1.8 cfs/acre (using the flow factor for "Areas outside Master Plan" (unplanned)).

Section VIII. Outfall Sewer Alignment

Where is the existing sanitary sewer downstream of the connection point that was analyzed? What is the capacity analysis that is being referred to? The mains downstream of the 18-inch bottlenecks to an 8-inch main. An alternate alignment will need to be considered since existing conditions do not accommodate the additional flows from this proposed annexation. It may be possible to redirect the proposed flow from this annexation to the proposed sanitary sewer extension for the Southern Colorado Clinic project.

Please omit the last sentence of the first paragraph, stating "All upgrades downstream of the proposed connection points, if required, will be the sole responsibility of the City of Pueblo" as this contradicts with Section 16.5.4 of the City Ordinance.

ec. 16-5-4. - System improvements and extensions.

Upon and after the effective date of the ordinance adopting this Chapter, all development within the City shall require connection to the City's wastewater collection system and compliance with this Chapter. Should extension, addition or improvement to the collection system be required in order to connect or properly serve any development, as determined by the Director, it shall be the

developer's responsibility to construct such extension, addition or improvement, including any off-site, oversized or perimeter sewer collection system improvements, in accordance with the City's design criteria and specifications and at the developer's expense, subject to cost recovery as provided in this Chapter. (Ord. 6424, 4-26-99)

Section IX. Conclusion/Restrictions

The first sentence of this paragraph is confusing. Throughout the report, the calculations show that the existing 8-inch main servicing the Highway 50 West CDOT Maintenance Facility needs to be upsized by the city, however, the first sentence states that "the existing infrastructure has the capacity to handle all new flow". Please omit or clarify this statement.

Appendix A

Include peak factor calculation table showing the flow factor used to calculate the flow from each sub-basin.

Appendix B

Include Sanitary Sewer exhibit (Wastewater Master Plan – B-3 from the Index page) showing the direction of flow and pipe sizes for each basin.

Footer

Change the footer to the correct name of the project. Currently, the footer says "WL Enterprises ODL" and should be "Wildhorse..."

ATTACHMENT J



SOUTHEASTERN COLORADO
Water Conservancy District
"Your investment in water"

November 17, 2020

WL Enterprises Ltd
Attention Dee Rogers Brown, GP
503 N. Main Street Suite 125
Pueblo CO 81003

Subject: Notice of annexation for WL Annexation determined to be outside of Southeastern Colorado Water Conservancy District's boundaries

Dear Ms. Dee Rogers Brown:

Southeastern Colorado Water Conservancy District (District) received the notice of the below Wildhorse Annexation.

County	Name of Applicant	Commonly Known As	Legal description of property
Pueblo	WL Enterprise Ltd	WL Annexation	Section 2,3,10 and 11 T20SR64

The District has determined that a the area requesting inclusion is located outside of the Southeastern Colorado Water Conservancy District boundaries.

According to the District's formation decree, and repayment contract for the Fryingpan-Arkansas Project with the U.S. Bureau of Reclamation (Reclamation), Secretarial assent is needed for changes of lands to be included in the District.

This assent is subject to Reclamation's review for National Environmental Policy Act (NEPA) compliance. The Applicant will need to complete the following attached questionnaire titled, *Application for Assent for Proposed Inclusions into the Southeastern Colorado Water Conservancy District and Ability to Receive of Fryingpan-Arkansas Project Water*. During the process, Reclamation may require further information.

NOTE: The Municipality or the Applicant is responsible for all costs related to Reclamation's review of inclusion.

Please recognize that this inclusion is **NOT** eligible to receive benefits from the Fryingpan-Arkansas Project until Reclamation has completed the NEPA process and assented to the inclusion into the District. The inclusion is subject to applicable terms and conditions that may be imposed by the District Board of Directors, not inconsistent with previous inclusion orders involving the same municipality, as provided in C.R.S. § 37-45-136(3.6), and which will be consistent with the District's Decree. The following are the District's standard terms and conditions for inclusion of municipal annexations:

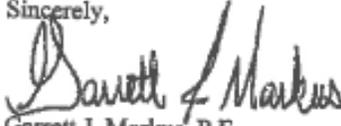
- a. Approval of the inclusion into the Southeastern Colorado Water Conservancy District ("District") will not increase the amount of Fryingpan-Arkansas Project water available to the Municipality. Any Fryingpan-Arkansas Project water used on these included lands will need to come from the water allocated to the Municipality through Fryingpan-Arkansas Project water allocations made pursuant to the District's Allocation Principles and Policies; and
- b. Any use of Fryingpan-Arkansas Project water on the included lands is subject to the decrees for the Fryingpan-Arkansas Project, and to all lawful rules, regulations, principles, policies, and contractual obligations of the Southeastern Colorado Water Conservancy District; and
- c. The included lands will be subject to ad valorem taxes levied by the District as any other similarly situated lands in the Southeastern Colorado Water Conservancy District at the time of this inclusion; and

- d. Prior to the District filing a petition for District Court approval of this inclusion, the Municipality and/or owner(s) of the annexed lands shall have paid all costs charged by the United States in connection with the contracting officer's assent to this inclusion.

NOTE: The inclusion process should be completed prior to any proposed land use change or proposed ground disturbance. All inclusion parcels are subject to the National Historical Preservation Act, 36 CFR 800, and NEPA. Any change in land use or disturbance after beginning the inclusion process and before Secretarial assent may cause the parcel to be permanently ineligible to receive Project water.

If you have any questions, please contact me at (719) 766-4261 or by e-mail garrett@secwcd.com.

Sincerely,



Garrett J. Markus, P.E.
Water Resources Engineer

Attachments:

- Application for Assent for Proposed Inclusions into the Southeastern Colorado Water Conservancy District and Ability to Receive of Fryingpan-Arkansas Project Water

CC: City of Pueblo -- Planning Department
District Files



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 10, 2022

TO: President Lawrence W. Atencio and Members of City Council
CC: Mayor Nicholas A. Gradisar
VIA: Marisa Stoller, City Clerk
FROM: Trevor Gloss, Assistant City Attorney
SUBJECT: AN ORDINANCE RESCINDING ORDINANCE NO. 10020 AND THE ASSOCIATED 2021 COOPERATIVE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, THE PUEBLO ZOOLOGICAL SOCIETY, A COLORADO NONPROFIT CORPORATION AND THE COLORADO DEPARTMENT OF CORRECTIONS, AN AGENCY OF THE STATE OF COLORADO, FOR LANDSCAPING SERVICES AT THE PUEBLO ZOO

SUMMARY:

Attached is an Ordinance rescinding Ordinance No. 10020, originally passed on October 12, 2021, which approved a Cooperative Agreement with the Pueblo Zoological Society ("Society") and the State of Colorado Department of Corrections ("CDOC") for landscaping services at the Pueblo Zoo.

PREVIOUS COUNCIL ACTION:

In November of 2020, the City entered into a Cooperative Agreement with the Society and CDOC ("2020 Agreement") which provided the Pueblo Zoo with free labor for landscaping. The 2020 Agreement was approved via Ordinance No. 9818, passed on November 23, 2020, and is a fully executed document.

In August of 2021, the CDOC contacted the City and stated that it was requiring a new Cooperative Agreement because its form agreement had changed. The City attempted to negotiate certain terms of the proposed agreement, but CDOC would not entertain any changes and eventually the City agreed to proceed with the approval process for the new agreement ("2021 Agreement"). The 2021 Agreement was approved by Ordinance No. 10020, passed on October 12, 2021. However, only the City and the Society have signed the 2021 Agreement. CDOC did not sign the 2021 Agreement - the very agreement which CDOC insisted that the City and the Society execute.

BACKGROUND:

CDOC has provided free offender labor for Zoo landscaping projects for many years. Supervised offenders provide landscaping services to assist the Society in maintaining the landscaping at the Pueblo Zoo which is located on 25 acres of City owned property. With its limited budget, the Society relies heavily on these free service hours to keep up with the landscaping needs at the Zoo. Without CDOC's help, the maintenance of landscaping and the general appearance of the Zoo grounds would deteriorate.

Recently, CDOC contacted the City and Society, stating that the 2021 Agreement is not and was never needed and that the parties should continue to be governed by the 2020 Agreement. The City welcomed this decision given its dissatisfaction with some of the terms of the 2021 Agreement.

The attached Ordinance rescinds Ordinance No. 10020 and the associated 2021 Agreement.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, there will be two (2) outstanding ordinances and cooperative agreements approved by City Council and signed by the Mayor which are in conflict. Staff recommends cancelling the 2021 ordinance and agreement which CDOC recently disavowed.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:

Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE RESCINDING ORDINANCE NO. 10020 AND THE ASSOCIATED 2021 COOPERATIVE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, THE PUEBLO ZOOLOGICAL SOCIETY, A COLORADO NONPROFIT CORPORATION AND THE COLORADO DEPARTMENT OF CORRECTIONS, AN AGENCY OF THE STATE OF COLORADO, FOR LANDSCAPING SERVICES AT THE PUEBLO ZOO

WHEREAS, the Pueblo Zoological Society, a Colorado nonprofit corporation (“Society”) and the City of Pueblo, a Colorado municipal corporation (“City”) and the State of Colorado through its Department of Corrections (“CDOC”) entered into a Cooperative Agreement for the provision of landscaping services at the Pueblo Zoo (“2020 Agreement”), which was approved by Ordinance No. 9818 on November 2, 2020; and

WHEREAS, in August, 2021, CDOC presented the Society and the City with a second Cooperative Agreement for the provision of landscaping services at the Pueblo Zoo (“2021 Agreement”) which was approved by Ordinance No. 10021 on October 12, 2021; and

WHEREAS, CDOC did not sign the 2021 Agreement and has recently taken the position that it is not operative; and

WHEREAS, it is now appropriate to rescind Ordinance No. 10020 and the associated 2021 Agreement; NOW, THEREFORE,

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

SECTION 1.

Ordinance No. 10020, originally passed on October 12, 2021, and the associated State of Colorado Offender Labor Intergovernmental Agreement by and between the City of Pueblo, a Municipal Corporation, the Pueblo Zoological Society, a Colorado Nonprofit Corporation, and the State of Colorado acting by and through its Department of Corrections, relating to landscaping services at the Pueblo Zoo, shall be and hereby is rescinded.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 10, 2022

TO: President Lawrence W. Atencio and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE RELEASE OF CERTAIN REAL PROPERTY FROM THE EXISTING LEASED PROPERTY UNDER THE LEASE PURCHASE AGREEMENT DATED AS OF NOVEMBER 12, 2014, AS AMENDED, BETWEEN THE CITY AND THE CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO TAKE ALL NECESSARY AND APPROPRIATE ACTIONS RELATING TO SAME

SUMMARY:

The attached Ordinance authorizes and approves the execution and delivery of documents in connection with the release of Lot 67 located in the Pueblo Memorial Airport Industrial Park from the Lease Purchase Agreement dated November 12, 2014, as amended, and authorizes the Mayor and the City Clerk to take all necessary and appropriate actions relating to the same.

PREVIOUS COUNCIL ACTION:

The City has previously entered into a Lease Purchase Agreement dated as of November 12, 2014 (the "2014 Lease"), between the City, as lessee, and the City of Pueblo, Colorado Municipal Building Corporation (the "Corporation"), as lessor, for the purpose of providing funding to finance the replacement of approximately 8,725 high pressure sodium streetlight fixtures with approximately 8,725 light emitting diode streetlight fixtures throughout the City (the "2014 Project"). Pursuant to a Trust Indenture dated as of November 12, 2014 (the "2014 Indenture"), between the Corporation and Wells Fargo Bank, National Association, in its capacity as trustee thereunder (the "2014 Trustee"), and a Continuing Covenant Agreement dated as of November 12, 2014 (the "2014 Agreement"), by and among the City, the Corporation and the 2014 Trustee, the City caused the execution and delivery of the Certificate of Participation, Series 2014, in the original aggregate principal amount of \$4,200,000 (the "Series 2014 Certificates"), evidencing interests in the right to receive revenues under the 2014 Lease.

During the Summer of 2021, due to a national reduction in interest rates, Mayor Gradisar proposed to Wells Fargo Bank, National Association (the "Bank") as the initial purchaser and the sole owner of the Series 2014 Certificates, that the Bank reduce the interest rate on the Series 2014 Certificates. The Bank acquiesced to the Mayor's request and on July 12, 2021, by

Ordinance No. 9967, City Council approved the necessary amendments to the financing documents which resulted in the reduction of the interest rate on the Series 2014 Certificates from 2.54% to 1.25% through the reissuance of the Series 2014 Certificates under the Internal Revenue Code of 1986, as amended.

BACKGROUND:

During the Fall of 2021, at the suggestion of the Pueblo Economic Development Corporation (“PEDCO”) Mayor Gradisar requested the Bank to release that portion of the Leased Property identified in the 2014 Lease as Parcel B and known as Lot 67 located in the Pueblo Memorial Airport Industrial Park, from the Bank’s Trust Indenture, in order to maximize the usefulness of Lot 67 and facilitate the development of said lot by a new employer recruited by PEDCO. The Bank has agreed to the Mayor’s request and the attached Ordinance implements the release of Lot 67.

FINANCIAL IMPLICATIONS:

None. Approval of this ordinance will not affect the amount of the lease payments made by the City to the City of Pueblo, Colorado Municipal Building Corporation.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to approve the release of “Lot 67” from the Lease Purchase Agreement.

RECOMMENDATION:

The Board of Directors of PEDCO recommends approval of this Ordinance.

Attachments:

Proposed Ordinance
First Amendment to Site Lease
Second Supplemental Indenture
Second Amendment to Lease Purchase Agreement
Resolution of The Board of Directors of City of Pueblo, Colorado Municipal Building Corporation

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE RELEASE OF CERTAIN REAL PROPERTY FROM THE EXISTING LEASED PROPERTY UNDER THE LEASE PURCHASE AGREEMENT DATED AS OF NOVEMBER 12, 2014, AS AMENDED, BETWEEN THE CITY AND THE CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO TAKE ALL NECESSARY AND APPROPRIATE ACTIONS RELATING TO SAME

WHEREAS, the City of Pueblo, Colorado (the "City"), is authorized, pursuant to the Home Rule Charter of the City (the "Charter") to enter into lease purchase agreements in order to provide lands and facilities for governmental purposes; and

WHEREAS, the City has previously entered into a Site Lease dated as of November 12, 2014 (the "2014 Site Lease"), between the City, as lessor, and the City of Pueblo, Colorado Municipal Building Corporation (the "Corporation"), as lessee and a Lease Purchase Agreement dated as of November 12, 2014 (the "2014 Lease"), between the City, as lessee, and the Corporation, as lessor, for the purpose of providing funding to finance the replacement of approximately 8,725 high pressure sodium streetlight fixtures with approximately 8,725 light emitting diode streetlight fixtures throughout the City (the "2014 Project"); and

WHEREAS, pursuant to a Trust Indenture dated as of November 12, 2014 (the "2014 Indenture"), between the Corporation and Wells Fargo Bank, National Association, in its capacity as trustee thereunder (the "Trustee"), and a Continuing Covenant Agreement dated as of November 12, 2014 (the "2014 Agreement"), by and among the City, the Corporation and the Trustee, the City caused the execution and delivery of the Certificate of Participation, Series 2014, in the original aggregate principal amount of \$4,200,000 (the "Series 2014 Certificate"), evidencing interests in the right to receive revenues under the 2014 Lease, which Series 2014 Certificate is currently outstanding in the aggregate principal amount of \$1,362,802.78; and

WHEREAS, the City Council of the City of Pueblo, Colorado (the "City Council") has determined that it is in the best interests of the City and its residents to effect a release of that portion of the Leased Property identified in the 2014 Lease as Parcel B and known as Lot 67 ("Lot 67") in order to maximize the usefulness of Lot 67 and facilitate the development of the surrounding land by (a) executing and delivering the First Amendment to the 2014 Site Lease (the "First Site Lease Amendment"), (b) executing and delivering the Second Amendment to the 2014 Lease (the "Second Lease Amendment"), and (c) approving the execution and delivery of the Second Supplemental Indenture (the "Second Supplemental Indenture"), each in substantially the form presented to the City and made available to the City Council prior to this meeting; and

WHEREAS, Wells Fargo Bank, National Association is the Initial Purchaser and current Owner (as defined in the Indenture) of 100% of the Series 2014 Certificate; and

WHEREAS, the Trustee has notified the Owner of the First Site Lease Amendment, the Second Lease Amendment and the Second Supplemental Indenture in accordance with the provisions of Section 9.05 of the Indenture, and the Owner has acknowledged, consented to, and approved the execution of the same; and

WHEREAS, the City Council has been presented with or had made available to it substantially final forms of the First Site Lease Amendment, the Second Lease Amendment and the Second Supplemental Indenture; and

WHEREAS, the City Council expects and intends that the 2014 Lease will continue to be renewed and appropriated for in the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO:

Ratification of Prior Actions. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council or the officers or employees of the City, directed toward the release of Lot 67 from the Leased Property described in the 2014 Site Lease, the 2014 Lease and the 2014 Indenture, are hereby ratified, approved and confirmed.

Authorization of Release; Approval Lease Amendments. The City Council hereby authorizes and consents to the release of Lot 67 from the Leased Property in accordance with the provisions of the 2014 Lease. In accordance with the foregoing, the First Site Lease Amendment and the Second Lease Amendment, in substantially the forms presented to the City and made available to the City Council prior to this meeting and with substantially the same content, are in all respects approved, authorized and confirmed, and the Mayor is authorized to affix his signature to the First Site Lease Amendment and the Second Lease Amendment in substantially the forms and with substantially the same content as presented to this meeting of the City Council, for and on behalf of the City, but with such changes, modifications, additions or deletions therein as the Mayor and the City Attorney shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of their approval of any and all changes, modifications, additions or deletions therein from the forms and content of the Lease Amendments presented to the City and made available to the City Council prior to this meeting.

Consent and Approval of Supplemental Indenture. The City Council hereby approves and acknowledges the Second Supplemental Indenture in substantially the form presented to the City and made available to the City Council prior to this meeting of the City Council and with substantially the same content.

Other Actions in Furtherance of this Ordinance. The City Clerk is hereby authorized to attest all signatures and acts of any official of the City Council or the City in connection with the matters authorized by this Ordinance, and to place the seal of the City on the First Site Lease Amendment and the Second Lease Amendment and any other necessary documents authorized and approved by this Ordinance. The Mayor and any officials of the City Council or the City are hereby authorized to execute and deliver for and on behalf of the City any and all additional agreements, certificates, documents and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized and contemplated by this Ordinance.

Home Rule Powers Invoked. In authorizing and approving the actions herein set forth, it is the intent of the City Council of the City to exercise the home rule powers of the City granted pursuant to the Colorado Constitution and the Charter, and the City Council of the City hereby finds, determines and declares that the matters herein referred to are matters of local or municipal concern and are appropriate for the exercise of the home rule powers of the City.

Severability. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such

section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Repealer. All bylaws, orders and ordinances, or parts thereof, inconsistent with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or ordinance, or part thereof.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

AFTER RECORDING PLEASE RETURN TO:

Kutak Rock LLP
1801 California Street
Suite 3000
Denver, CO 80202
Attention: Mario T. Trimble, Esq.

**SECOND AMENDMENT TO
LEASE PURCHASE AGREEMENT
(2014 LED PROJECT)**

by and between

CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION,
as Lessor

and

CITY OF PUEBLO, COLORADO,
as Lessee

Dated the _____ day of _____, 2022

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS

ARTICLE II
AMENDMENTS

Section 2.01. Amendment and Restatement of Section 8.05 2
Section 2.02. Amendment of Exhibit A..... 3

ARTICLE III
MISCELLANEOUS

Section 3.01. Sovereign Powers of City 4
Section 3.02. Binding Effect..... 4
Section 3.03. Confirmation of Lease..... 4
Section 3.04. Acknowledgement of Second Supplemental Indenture..... 4
Section 3.05. Severability..... 4
Section 3.06. Captions..... 4
Section 3.07. Applicable Law..... 4
Section 3.08. Execution in Counterparts..... 4

EXHIBIT A DESCRIPTION OF THE SITE LEASED PROPERTY

SECOND AMENDMENT TO LEASE PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE PURCHASE AGREEMENT (this “Second Lease Amendment”) is dated as of the _____ day of _____, 2022 and is entered into by and between **CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION**, a Colorado nonprofit corporation (the “Corporation”), and **CITY OF PUEBLO, COLORADO** (the “City”).

WITNESSETH:

WHEREAS, the City is a duly and regularly created, organized and existing home rule municipality, existing as such under and by virtue of Article XX of the Constitution of the State and the Charter of the City; and

WHEREAS, the City Council of the City (the “City Council”) has the power, pursuant to Sections 1-3 and 3-9 of the Charter and Chapter 11 of Title I of the Pueblo Municipal Code, to enter into lease and lease purchase agreements in order to provide necessary land, buildings, equipment and other property for any governmental or proprietary purpose; and

WHEREAS, the City Council also has the power, pursuant to Sections 1-3 and 3-9 of the Charter and Chapter 11 of Title I of the Pueblo Municipal Code, to purchase real and personal property and to sell and convey real and personal property of the City upon such terms and conditions as the City Council may approve; and

WHEREAS, the Corporation (a) is a Colorado nonprofit corporation that is duly organized, validly existing and in good standing under the laws of the state, (b) is duly qualified to do business in the State, (c) is the lessee of the Site Leased Property (as defined herein) pursuant to the Site Lease dated as of November 12, 2014 (the “Site Lease”) between the City, as lessor, and the Corporation, as lessee, and (d) is authorized, under its articles of incorporation and bylaws, action of its board of directors and applicable law, to lease the Site Leased Property from the City, to lease the Leased Property to the City and to execute, deliver and perform its obligations under this Lease; and

WHEREAS, the City and the Corporation have previously entered into that certain Lease Purchase Agreement dated as of November 12, 2014 (the “2014 Lease”), between the City, as lessee, and the Corporation, as lessor, for the purpose of providing funding to finance the costs of replacing approximately 8,725 high pressure sodium streetlight fixtures with approximately 8,725 light emitting diode streetlight fixtures throughout the City (the “Project”); and

WHEREAS, pursuant to a Trust Indenture dated as of November 12, 2014 (the “Indenture”), between the Corporation and Wells Fargo Bank, National Association, in its capacity as trustee thereunder (the “Trustee”), the Corporation caused the execution and delivery of the Certificate of Participation, Series 2014, in the original aggregate principal amount of \$4,200,000 (the “Series 2014 Certificate”), evidencing interests in the right to receive revenues under the Lease, which Series 2014 Certificate is currently outstanding in the aggregate principal amount of \$1,362,802.78; and

WHEREAS, in connection with the execution and delivery of the Series 2014 Certificates, the Corporation has executed and delivered that certain Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated November 12, 2014 (the “Deed of Trust”), from the Corporation to the Public Trustee of Pueblo County, Colorado for the benefit of the Trustee; and

WHEREAS, the City and the Corporation have previously entered into that First Amendment to Lease Purchase Agreement dated as of September 23, 2021 (the First Lease Amendment” and, together with the 2014 Lease and this Second Lease Amendment, the “Lease”) for the purpose of amending the terms of the outstanding Series 2014 Certificate to effect a reduction in its interest rate; and

WHEREAS, the City and the Corporation desire for the Lease to be further amended by this Second Lease Amendment to provide for the release from the Leased Property of the property described as Parcel B in Exhibit A to the 2014 Lease; and

WHEREAS, Wells Fargo Bank, National Association is the Initial Purchaser and current Owner (as defined in the Indenture) of 100% of the Series 2014 Certificate; and

WHEREAS, the Trustee has notified the Owner of this Second Lease Amendment in accordance with the provisions of Section 9.05 of the Indenture, and the Owner has acknowledged, consented to, and approved the execution of this Second Lease Amendment; and

WHEREAS, this Second Lease Amendment is entered into for the purpose of providing for the release from the Leased Property of the property described as Parcel B in Exhibit A to the 2014 Lease;

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used herein but not defined shall have the meanings, respectively, as provided in the Indenture or Article I of the Lease, as amended.

ARTICLE II

AMENDMENTS

Section 2.01. Amendment and Restatement of Section 8.05. Section 8.05 of the Lease is hereby amended to read as follows:

Section 8.05. Modification and Substitution of Leased Property; Release of Leased Property.

(a) The City, at its own expense, may remodel, or make substitutions, additions, modifications or improvements to, the Leased Property, provided that (a) such remodeling, substitutions, additions, modifications and additions (i) shall not in any way damage the Leased Property as it existed prior thereto and (ii) shall become part of the Leased Property; (b) the value of the Leased Property after such remodeling, substitutions, additions, modifications and additions shall be at least as great as the value of the Leased Property prior thereto; and (c) the Leased Property, after such remodeling, substitutions, additions, modifications and additions, shall continue to be used as provided in, and shall otherwise be subject to the terms of, this Lease.

(b) So long as no Event of Default or Event of Nonappropriation shall have occurred and is continuing and when the principal component of Base Rentals paid by the City, plus the principal amount of any Certificates redeemed through optional redemption, or the total principal amount of Certificates paid or deemed to be paid pursuant to Section 10.01 of the Indenture, equals the fair value of any portion of the Leased Property set forth in Exhibit A hereto (or of any property substituted for such portion of the Leased Property pursuant to any provision of this Lease), the corresponding portion of the Leased Property set forth in Exhibit A hereto (or of any property substituted for such portion of the Leased Property pursuant to any provision of this Lease) shall be deemed to have been fully amortized and the Corporation and the Trustee shall release such portion of the Leased Property (or any property substituted for such portion of the Leased Property pursuant to any provision of this Lease); provided, however, that (i) the fair value of the remaining Leased Property must be at least equal to 100% of the aggregate principal amount of the Certificates then Outstanding, as certified by the City Representative, (ii) the City Representative shall provide written notice of such release to the Trustee, (iii) the Trustee shall receive an opinion of Bond Counsel that such release shall not have a materially adverse effect on the tax-exempt status of the Certificates; (iv) prior to such release of Leased Property, the Trustee shall receive evidence that the existing title insurance policy for the Leased Property which is not to be substituted is not affected; and (v) after any release of Leased Property under this Section, the remaining Leased Property shall comply with the requirements of Section 29-1-103(3)(e), C.R.S. The Corporation and the Trustee shall execute and deliver to the City all documents necessary or appropriate to convey such portion of the Leased Property to the City, free of all restrictions and encumbrances imposed or created by this Lease or the Indenture, in substantially the manner provided in Section 9.02 hereof. After such release and conveyance, the property so released and conveyed shall no longer be a part of the Leased Property for any purpose of this Lease or the Indenture. The Corporation and the Trustee shall fully cooperate with the City in executing, delivering and recording such documents as may be necessary to effectuate the provisions of this Section.

Section 2.02. Amendment of Exhibit A. The description of the Site Leased Property contained in Exhibit A to the 2014 Lease is hereby amended and restated to read as set forth in Exhibit A hereto.

ARTICLE III

MISCELLANEOUS

Section 3.01. Sovereign Powers of City. Nothing in this Second Lease Amendment shall be construed as diminishing, delegating, or otherwise restricting any of the sovereign powers of the City. Nothing in this Second Lease Amendment shall be construed to require the City to occupy and operate the Leased Property other than as lessee, or to require the City to exercise its right to purchase the Leased Property as provided in Article IX of the Lease.

Section 3.02. Binding Effect. This Second Lease Amendment shall inure to the benefit of and shall be binding upon the Corporation and the City and their respective successors and assigns, subject, however, to the limitations set forth in Article XIII of the Lease.

Section 3.03. Confirmation of Lease. As supplemented by the First Lease Amendment and this Second Lease Amendment, the Lease is in all respects ratified and confirmed. This Second Lease Amendment amends and supersedes all inconsistent provisions of the Lease. This Second Lease Amendment shall be read, taken and construed as one and the same instrument with the Lease so that all rights, remedies, terms, conditions, covenants and agreements of the Lease shall apply and remain in full force and effect with respect to this Second Lease Amendment, the Project and the Leased Property.

Section 3.04. Acknowledgement of Second Supplemental Indenture. The City has received copies of, and acknowledges the terms of, the Second Supplemental Indenture .

Section 3.05. Severability. In the event that any provision of the Lease, other than the obligation of the City to pay Base Rentals or Additional Rentals and the Purchase Option Price hereunder and the obligation of the Corporation to provide quiet enjoyment of the Leased Property and to convey the Leased Property to the City pursuant to Article IX hereof, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 3.06. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Second Lease Amendment .

Section 3.07. Applicable Law. The laws of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Second Lease Amendment .

Section 3.08. Execution in Counterparts. This Second Lease Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Corporation and the City have executed this Second Lease Amendment as of the date first above written.

[SEAL]

CITY OF PUEBLO, COLORADO
MUNICIPAL BUILDING CORPORATION

By _____
President

CITY OF PUEBLO, COLORADO

By _____
Mayor

Attest:

By _____
City Clerk

[Signature Page to Second Lease Amendment]

STATE OF COLORADO)
) ss.
PUEBLO COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____, as President of the CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

Notary

My commission expires:

EXHIBIT A

DESCRIPTION OF THE SITE LEASED PROPERTY

PARCEL A:

LOTS 9, 10, 11 AND 12 IN BLOCK 31 IN COUNTY ADDITION TO THE CITY OF PUEBLO, ACCORDING TO THE AMENDED PLAT OF SAID ADDITION FILED FOR RECORD NOVEMBER 20, 1879 IN PLAT BOOK C AT PAGE 154, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL B:

[Parcel B deleted pursuant to Second Lease Amendment]

PARCEL C:

LOT 1 IN BLOCK 1 IN EAGLERIDGE FIRE STATION SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 8, 1998 UNDER RECEPTION NO. 1199836, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL D:

LOTS 17, 18, 19 AND THE SOUTH 1/2 OF LOT 20 IN BLOCK 23 IN HILLSIDE, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 20, 1890 IN PLAT BOOK H AT PAGE 21, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL E:

LOTS 42 AND 43 IN BLOCK 151 IN FLETCHER HILL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1890 IN PLAT BOOK F AT PAGE 16, COUNTY OF PUEBLO, STATE OF COLORADO.

AFTER RECORDING PLEASE RETURN TO:

Kutak Rock LLP
1801 California Street
Suite 3000
Denver, CO 80202
Attention: Mario T. Trimble, Esq.

FIRST AMENDMENT TO SITE LEASE

between

CITY OF PUEBLO, COLORADO
as Lessor,

and

CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION,
as Lessee

Dated as of the ____ day of _____, 2022

THIS FIRST AMENDMENT TO SITE LEASE dated as of the ____ day of _____, 2022 (this “First Site Lease Amendment”), between the **CITY OF PUEBLO, COLORADO**, as lessor (the “City”), a political subdivision duly organized and existing under the laws of the State of Colorado (the “State”), and **CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION**, a Colorado nonprofit corporation, as Lessee (together with its successors and assigns, the “Corporation”);

WITNESSETH:

WHEREAS, the City and the Corporation have previously entered into that certain Site Lease dated as of November 12, 2014 (the “2014 Site Lease” and together with this First Site Lease Amendment, the “Site Lease”), between the City, as lessor, and the Corporation, as lessee; and

WHEREAS, the City and the Corporation have previously entered into that certain Lease Purchase Agreement dated as of November 12, 2014 (the “2014 Lease”), between the City, as lessee, and the Corporation, as lessor, for the purpose of providing funding to finance the costs of replacing approximately 8,725 high pressure sodium streetlight fixtures with approximately 8,725 light emitting diode streetlight fixtures throughout the City (the “Project”); and

WHEREAS, pursuant to a Trust Indenture dated as of November 12, 2014 (the “Indenture”), between the Corporation and Wells Fargo Bank, National Association, in its capacity as trustee thereunder (the "Trustee"), the Corporation caused the execution and delivery of the Certificate of Participation, Series 2014, in the original aggregate principal amount of \$4,200,000 (the “Series 2014 Certificate”), evidencing interests in the right to receive revenues under the Lease, which Series 2014 Certificate is currently outstanding in the aggregate principal amount of \$1,362,802.78; and

WHEREAS, Wells Fargo Bank, National Association is the Initial Purchaser and current Owner (as defined in the Indenture) of 100% of the Series 2014 Certificate; and

WHEREAS, the City and the Corporation desire for the 2014 Site Lease to be amended by this First Site Lease Amendment to provide for the release from the Site Leased Property of the property described as Parcel B in Exhibit A to the 2014 Lease; and

WHEREAS, the Trustee has notified the Owner of this First Site Lease Amendment in accordance with the provisions of Section 9.05 of the Indenture, and the Owner has acknowledged, consented to, and approved the execution of this First Site Lease Amendment; and

WHEREAS, this First Site Lease Amendment is entered into for the purpose of providing for the release from the Site Leased Property of the property described as Parcel B in Exhibit A to the 2014 Lease;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows;

Section 1. Definitions. Unless the context otherwise requires, capitalized terms used herein shall have the meanings ascribed to them herein and in the 2014 Lease, as amended.

Section 2. Section 2.02. Amendment of Exhibit A. The description of the Site Leased Property contained in Exhibit A to the 2014 Site Lease is hereby amended and restated to read as set forth in Exhibit A hereto.

Section 3. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Section 4. Execution. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same Site Lease.

[Signature Page of First Site Lease Amendment Follows]

IN WITNESS WHEREOF, the City and the Corporation have caused this First Site Lease Amendment to be executed by their respective officers thereunto duly authorized, and the City has affixed its corporate seal hereto all as of the day and year first above written.

[SEAL]

CITY OF PUEBLO, COLORADO
as Lessee

By _____
Nicholas A. Gradisar, Mayor

Attest:

By _____
City Clerk

CITY OF PUEBLO, COLORADO
MUNICIPAL BUILDING CORPORATION, as
Lessee

By: _____
President

[Signature Page to First Site Lease Amendment]

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

This instrument was acknowledged before me this ____ day of _____, 2022 by Nicholas A. Gradisar, as Mayor of the City of Pueblo, Colorado, and by Marisa Stoller, as Clerk of said City.

WITNESS my hand and official seal.

Notary Public

[SEAL]

My Commission Expires:

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____, as President of City of Pueblo, Colorado Municipal Building Corporation, a nonprofit corporation duly organized and validly existing under the laws of Colorado.

WITNESS my hand and official seal.

Notary Public

[SEAL]

My Commission Expires:

EXHIBIT A

DESCRIPTION OF THE LEASED PROPERTY

PARCEL A:

LOTS 9, 10, 11 AND 12 IN BLOCK 31 IN COUNTY ADDITION TO THE CITY OF PUEBLO, ACCORDING TO THE AMENDED PLAT OF SAID ADDITION FILED FOR RECORD NOVEMBER 20, 1879 IN PLAT BOOK C AT PAGE 154, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL B:

[Parcel B deleted pursuant to First Site Lease Amendment]

PARCEL C:

LOT 1 IN BLOCK 1 IN EAGLERIDGE FIRE STATION SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 8, 1998 UNDER RECEPTION NO. 1199836, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL D:

LOTS 17, 18, 19 AND THE SOUTH 1/2 OF LOT 20 IN BLOCK 23 IN HILLSIDE, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 20, 1890 IN PLAT BOOK H AT PAGE 21, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL E:

LOTS 42 AND 43 IN BLOCK 151 IN FLETCHER HILL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1890 IN PLAT BOOK F AT PAGE 16, COUNTY OF PUEBLO, STATE OF COLORADO.

AFTER RECORDING PLEASE RETURN TO:

Kutak Rock LLP
1801 California Street
Suite 3000
Denver, CO 80202
Attention: Mario T. Trimble, Esq.

SECOND SUPPLEMENTAL TRUST INDENTURE

Between the

CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

as Trustee

Relating to the reissuance of the following

Certificate of Participation
evidencing undivided interests in the right to receive
certain revenues payable by
the City of Pueblo, Colorado
under a Lease Purchase Agreement dated as of November 12, 2014

Dated as of the ____ day of _____, 2022

TABLE OF CONTENTS

Page

ARTICLE I
AUTHORITY AND PURPOSE

ARTICLE II
AMENDMENTS

Section 2.01. Amendment of Section 2.03(a).....**Error! Bookmark not defined.**
Section 2.02. Amendment of Appendix A.....**Error! Bookmark not defined.**

ARTICLE III
MISCELLANEOUS

Section 3.01. Incorporation By Reference.....2
Section 3.02. Effective Date2
Section 3.03. Original Indenture in Full Force and Effect.2
Section 3.04. Counterparts.....2
Section 3.05. Captions.2
Section 3.06. Applicable Law.....2
Section 3.07. Execution in Counterparts.2

APPENDIX A DESCRIPTION OF THE SITE LEASED PROPERTY

THIS SECOND SUPPLEMENTAL TRUST INDENTURE (this “Second Supplemental Indenture”) is dated as of the ____ day of _____, 2022 and is entered into by and between the **CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION** (the “Corporation”), a Colorado nonprofit corporation duly organized and validly existing under the laws of the State of Colorado (the “State”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association duly organized and validly existing under the laws of the United States, as trustee (the “Trustee”).

RECITALS

WHEREAS, pursuant to a Trust Indenture dated as of November 12, 2014 (the “Original Indenture”), between the Corporation and the Trustee, and a Continuing Covenant Agreement dated as of November 12, 2014 (the “Agreement”), by and among the City of Pueblo, Colorado (the “City”), the Corporation and the Trustee, the City caused the execution and delivery of the Certificate of Participation, Series 2014, in the original aggregate principal amount of \$4,200,000 (the “Series 2014 Certificate”), evidencing interests in the right to receive revenues under the Lease, which Series 2014 Certificate is currently outstanding in the aggregate principal amount of \$1,362,802.78 and bears interest at a rate of 1.25% per annum; and

WHEREAS, Wells Fargo Bank, National Association is the Initial Purchaser and current Owner (as defined in the Original Indenture) of 100% of the Series 2014 Certificate; and

WHEREAS, the Corporation and the Trustee have previously entered into that First Supplemental Indenture dated as of September 9, 2021 (the “First Supplemental Indenture” and, together with the Original Indenture, the “Indenture”) for the purpose of amending the terms of the outstanding Series 2014 Certificate to effect a reduction in its interest rate; and

WHEREAS, the City has requested that the Corporation and the Trustee further amend and supplement the Original Indenture in order to provide for the release from the Leased Property of the property described as Parcel B in Appendix B to the Original Indenture; and

WHEREAS, the Trustee has notified the Owner of this Second Supplemental Indenture in accordance with the provisions of Section 9.02 of the Original Indenture, and the Owner has acknowledged, consented to, and approved the execution of this Second Supplemental Indenture; and

WHEREAS, terms used but not defined herein shall have the meanings given to them in the Original Indenture;

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto agree as follows:

ARTICLE I

AUTHORITY AND PURPOSE

This Second Supplemental Indenture is executed and entered into under authority of and in accordance with Section 9.02(a) of the Original Indenture.

ARTICLE II

AMENDMENT OF APPENDIX B

The description of the Site Leased Property contained in Appendix B to the Original Indenture is hereby amended and restated to read as set forth in Appendix A hereto.

ARTICLE III

MISCELLANEOUS

Section 3.01. Incorporation By Reference. The Corporation and the Trustee agree that the amendments contained in this Second Supplemental Indenture shall be incorporated by this reference thereto into the Indenture, which Indenture as so amended and supplemented shall produce a conformed amended and restated Indenture which shall serve as the sole operative Indenture in connection with the Series 2014 Certificates.

Section 3.02. Effective Date. This Second Supplemental Indenture shall be effective from and after the ____ day of _____, 2022.

Section 3.03. Original Indenture in Full Force and Effect. All other terms and conditions of the Original Indenture not specifically amended by the First Supplemental Indenture and this Second Supplemental Indenture shall remain in full force and effect and are hereby ratified and confirmed by the Corporation, the Trustee and the Owner.

Section 3.04. Counterparts. This Second Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3.05. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Second Supplemental Indenture.

Section 3.06. Applicable Law. The laws of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Second Supplemental Indenture.

Section 3.07. Execution in Counterparts. This Second Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Corporation and the Trustee have executed this Second Supplemental Indenture as of the date first above written.

CITY OF PUEBLO, COLORADO
MUNICIPAL BUILDING CORPORATION

By _____
President

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By _____
Authorized Signatory

[Signature Page to Second Supplemental Indenture]

STATE OF COLORADO)
) ss.
PUEBLO COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as President of City Of Pueblo, Colorado Municipal Building Corporation.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

Notary

My commission expires:

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____ as authorized signatory of Wells Fargo Bank, National Association, a national banking association.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

Notary

My commission expires:

APPENDIX A

DESCRIPTION OF THE SITE LEASED PROPERTY

PARCEL A:

LOTS 9, 10, 11 AND 12 IN BLOCK 31 IN COUNTY ADDITION TO THE CITY OF PUEBLO, ACCORDING TO THE AMENDED PLAT OF SAID ADDITION FILED FOR RECORD NOVEMBER 20, 1879 IN PLAT BOOK C AT PAGE 154, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL B:

[Parcel B deleted pursuant to Second Supplemental Indenture]

PARCEL C:

LOT 1 IN BLOCK 1 IN EAGLERIDGE FIRE STATION SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 8, 1998 UNDER RECEPTION NO. 1199836, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL D:

LOTS 17, 18, 19 AND THE SOUTH 1/2 OF LOT 20 IN BLOCK 23 IN HILLSIDE, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 20, 1890 IN PLAT BOOK H AT PAGE 21, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL E:

LOTS 42 AND 43 IN BLOCK 151 IN FLETCHER HILL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1890 IN PLAT BOOK F AT PAGE 16, COUNTY OF PUEBLO, STATE OF COLORADO.

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION**

WHEREAS, the City of Pueblo, Colorado Municipal Building Corporation (the "Corporation") has previously entered into a Lease Purchase Agreement dated as of November 12, 2014 (the "2014 Lease"), between the City of Pueblo, Colorado (the "City"), as lessee, and the Corporation, as lessor, for the purpose of providing funding to finance the replacement of approximately 8,725 high pressure sodium streetlight fixtures with approximately 8,725 light emitting diode streetlight fixtures throughout the City (the "2014 Project"); and

WHEREAS, pursuant to a Trust Indenture dated as of November 12, 2014 (the "2014 Indenture"), between the Corporation and Wells Fargo Bank, National Association, in its capacity as trustee thereunder (the "2014 Trustee"), and a Continuing Covenant Agreement dated as of November 12, 2014 (the "2014 Agreement"), by and among the City, the Corporation and the 2014 Trustee, the City caused the execution and delivery of the Certificate of Participation, Series 2014, in the original aggregate principal amount of \$4,200,000 (the "Series 2014 Certificates"), evidencing interests in the right to receive revenues under the 2014 Lease, which Series 2014 Certificates are currently outstanding in the aggregate principal amount of \$1,362,802.78 and bear interest at a rate of 1.25% per annum; and

WHEREAS, the Board of Directors of the Corporation (the "Board") finds and determines that it is advisable to effect a release of that portion of the Leased Property identified in the 2014 Lease as Parcel B and known as Lot 67 ("Lot 67") in order to maximize the usefulness of Lot 67 and facilitate the development of the surrounding land by (a) executing and delivering the First Amendment to the 2014 Site Lease (the "First Site Lease Amendment"), (b) executing and delivering the Second Amendment to the 2014 Lease (the "Second Lease Amendment"), and (c) executing and delivering the Second Supplemental Indenture (the "Second Supplemental Indenture"), each in substantially the form presented to the Corporation and made available to the Board prior to this meeting; and

WHEREAS, it appears that each of the instruments above referred to is in appropriate form and is an appropriate instrument for the purposes intended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION, AS FOLLOWS:

Section 1. All actions of the Corporation and the officers thereof (the "Officers") in effecting the release of Lot 67 pursuant to and in accordance with the transactions contemplated by the foregoing documents are hereby approved, ratified and authorized.

Section 2. The form and content of the First Site Lease, the Second Lease Amendment and the Second Supplemental Indenture, respectively, are in all respects authorized, approved and confirmed and the Officers of the Corporation be, and they hereby are, authorized, empowered and directed to execute and deliver the First Site Lease, the Second Lease Amendment and the Second Supplemental Indenture, for and on behalf of the Corporation, including necessary counterparts, in substantially the form and content presented to the Board of Directors, but with such changes,

modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all changes, modifications, additions or deletions therein from the form and content of the First Site Lease, the Second Lease Amendment and the Second Supplemental Indenture presented to the Board of Directors, and that from and after the execution and delivery of the First Site Lease, the Second Lease Amendment and the Second Supplemental Indenture, the Officers of the Corporation are hereby authorized, empowered and directed to do all such acts and to execute all such documents as may be necessary to carry out and comply with the provisions of the First Site Lease, the Second Lease Amendment and the Second Supplemental Indenture as executed.

Section 3. The Officers of the Corporation be, and they hereby are, authorized to execute and deliver for and on behalf of the Corporation any and all additional certificates, documents, opinions or other papers and to perform all other acts as may be required by the documents contemplated above or as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 4. The provisions of this Resolution are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

Section 5. This Resolution shall become effective immediately upon its passage and approval.

[Signatures appear on following page]

PASSED, ADOPTED AND APPROVED this 24th day of January, 2022.

**CITY OF PUEBLO, COLORADO
MUNICIPAL BUILDING CORPORATION**

By _____
President

By _____
Secretary



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 10, 2022

TO: President Lawrence W. Atencio and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

From: Nancy Keller, Wastewater Director

SUBJECT: AN ORDINANCE AMENDING SECTION 3 OF CHAPTER 11 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO SANITARY SEWER CONNECTION FEES AND PLANT INVESTMENT FEES

SUMMARY:

With respect to Sanitary Sewer Connection Fee and Plant Invest Fee, this Ordinance updates the table of fees from 2003-2012 and subsequent years to a table of fees for 2022 – 2026 and subsequent years.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Sanitary Connection Fee and the Plant Investment Fee are intended to defray the projected impacts by proposed development for growth related capital projects to upgrade existing sanitary sewer that is insufficient to carry flow, excluding extension of the sanitary sewer system. New customers must contribute an amount comparable to the existing customers for the capacity to be utilized by the development. A clarification on how to calculate the fees is added for multifamily and commercial properties.

FINANCIAL IMPLICATIONS:

Increases in Sanitary Connection Fee and the Plant Investment Fee will help offset the cost of upsizing existing infrastructure for growth related capital projects in accordance with Section 16-11-4 and Section 6-11-7of the Pueblo Municipal Code.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Alternative No. 1 – No Action

Under this alternative, the City would not change the ordinance and the rate payers would pay for the cost of upsizing the sanitary main to accommodate the flow from the new development.

RECOMMENDATION:

Approval of the Resolution.

Attachments:

None.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3 OF CHAPTER 11 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO SANITARY SEWER CONNECTION FEES AND PLANT INVESTMENT FEES

WHEREAS it is necessary to revise the Sanitary Sewer Plant Investment Fee and the Sanitary Sewer Collection Fee for the City’s Wastewater Department; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 3 of Chapter 11 of Title XVI of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 16-11-3. – Schedule of sanitary connection fees.

- (a) Commencing on ~~[January 1, 2003]~~February 1, 2022, and thereafter for and in accordance with the calendar years indicated in Table 16-11-3(a) below, the connection fee to be assessed upon connection to the City’s sanitary sewer system shall be as follows:

[Table 16-11-3(a): Sanitary Sewer Connection Fee (in U.S. Dollars)

Year	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012 and subsequent years
Residential, Per Unit										
Single-Family	640	640	690	740	770	830	850	910	940	940
Multi-Famil v	480	480	520	560	580	620	640	680	710	710
Nonresidential Meter Line Size in Inches										
¾	640	640	690	740	770	830	850	910	940	940
1	1,070	1,070	1,150	1,240	1,290	1,390	1,420	1,520	1,570	1,570
1½	2,130	2,130	2,300	2,460	2,560	2,760	2,830	3,030	3,130	3,130

Year	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012 and subsequent years
2	3,410	3,410	3,680	3,940	4,100	4,420	4,530	4,850	5,010	5,010
3	7,470	7,470	8,050	8,640	8,990	9,690	9,920	10,620	10,970	10,970
4	12,800	12,800	13,800	14,800	15,400	16,600	17,000	18,200	18,800	18,800
6	26,670	26,670	28,750	30,840	32,090	34,590	35,420	37,920	39,170	39,170
8	38,400	38,400	41,400	44,400	46,200	49,800	51,000	54,600	56,400	56,400

Table 16-11-3(s): Sanitary Sewer Connection Fee (in U.S. Dollars)

Year	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026 and subsequent years</u>
<u>Residential, Per Unit</u>					
<u>Single-Family</u>	<u>2450</u>	<u>2500</u>	<u>2550</u>	<u>2725</u>	<u>2790</u>
<u>Multi-Family</u>	<u>1800</u>	<u>1880</u>	<u>1950</u>	<u>2020</u>	<u>2090</u>
<u>Nonresidential Meter Line Size in Inches</u>					
<u>¾</u>	<u>2450</u>	<u>2500</u>	<u>2550</u>	<u>2725</u>	<u>2790</u>
<u>1</u>	<u>4120</u>	<u>4260</u>	<u>4400</u>	<u>4520</u>	<u>4660</u>
<u>1½</u>	<u>8260</u>	<u>8440</u>	<u>8700</u>	<u>8930</u>	<u>9200</u>
<u>2</u>	<u>13725</u>	<u>14160</u>	<u>14570</u>	<u>15000</u>	<u>15400</u>
<u>3</u>	<u>28725</u>	<u>29550</u>	<u>30460</u>	<u>31370</u>	<u>32350</u>
<u>4</u>	<u>49200</u>	<u>50680</u>	<u>52200</u>	<u>53750</u>	<u>55350</u>
<u>6</u>	<u>10275</u>	<u>105600</u>	<u>108770</u>	<u>112050</u>	<u>115390</u>
<u>8</u>	<u>147610</u>	<u>152000</u>	<u>156600</u>	<u>161275</u>	<u>166140</u>

- (b) Commencing on **[January 1, 2003]** **February 1, 2022**, and thereafter for and in accordance with the calendar years indicated in Table 16-11-3(b) below, the plant investment fee to be assessed upon connection to the City's sanitary sewer system shall be as follows:

[Table 16-11-3(b): Plant Investment Fee (in U.S. Dollars)

Year	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012 and subsequent years
Residential, Per Unit										
Single-Family	480	510	550	560	580	590	590	640	650	800
Multi-Family	360	380	410	420	440	440	440	480	490	600
Nonresidential Meter Line Size in Inches										
$\frac{3}{4}$	480	510	550	560	580	590	590	640	650	800
1	800	850	920	940	970	990	990	1,070	1,090	1,340
1½	1,600	1,700	1,830	1,860	1,930	1,960	1,960	2,130	2,160	2,660
2	2,560	2,720	2,930	2,980	3,090	3,140	3,140	3,410	3,460	4,460
3	5,600	5,950	6,420	6,540	6,770	6,890	6,890	7,470	7,590	9,340
4	9,600	10,200	11,000	11,200	11,600	11,800	11,800	12,800	13,000	16,000
6	20,000	21,250	22,920	23,340	24,170	24,590	24,950	26,670	27,090	33,340
8	28,800	30,600	33,000	33,600	34,800	35,400	35,400	38,400	39,000	48,000

]

Table 16-11-3(b): Plant Investment Fee (in U.S. Dollars)

<u>Year</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026 and subsequent years</u>
<u>Residential, Per Unit</u>					
<u>Single- Family</u>	<u>1050</u>	<u>1100</u>	<u>1150</u>	<u>1175</u>	<u>1210</u>
<u>Multi-Family</u>	<u>800</u>	<u>820</u>	<u>850</u>	<u>880</u>	<u>910</u>
<u>Nonresidential Meter Line Size in Inches</u>					
<u>¾</u>	<u>1050</u>	<u>1100</u>	<u>1150</u>	<u>1175</u>	<u>1210</u>
<u>1</u>	<u>1780</u>	<u>1840</u>	<u>1900</u>	<u>1980</u>	<u>2040</u>
<u>1½</u>	<u>3540</u>	<u>3660</u>	<u>3800</u>	<u>3870</u>	<u>4000</u>
<u>2</u>	<u>5,975</u>	<u>6,140</u>	<u>6,330</u>	<u>6,500</u>	<u>6,700</u>
<u>3</u>	<u>12,475</u>	<u>12,850</u>	<u>13,240</u>	<u>13,630</u>	<u>14,050</u>
<u>4</u>	<u>21,400</u>	<u>22,020</u>	<u>22,700</u>	<u>23,350</u>	<u>24,050</u>
<u>6</u>	<u>44,525</u>	<u>45,800</u>	<u>47,230</u>	<u>48,650</u>	<u>50,110</u>
<u>8</u>	<u>64,090</u>	<u>66,000</u>	<u>68,000</u>	<u>70,025</u>	<u>72,150</u>

- (c) For multiple dwelling units, the connection fee and plant investment fee shall be an amount computed by multiplying the Multi-Family Residential per-unit amount, specified in Tables 16-11-3(a) and 16-11-3(b), for the specified year by the number of potential dwelling units served.
- (d) Connection fees and plant investment fees applicable within sanitation districts shall be determined pursuant to the provisions of the separate agreements with each district, as approved by City Council.
- (e) Connection fees and plant investment fees applicable to hotels, motels, bed and breakfast establishments and nursing homes shall be based on the water meter size for a commercial development as provided in Tables 16-11-3(a) and 16-11-3(b) for the specified year.
- (f) In addition to any other fee or charge imposed or authorized pursuant to this Title, every extraterritorial sanitary sewer service connection made on or after September 1, 1994, shall be assessed a sanitary sewer connection fee as provided in Subsection (a) above. A plant investment fee shall also be imposed on extraterritorial sanitary sewer service connections pursuant to Section 16-4-11 of this Title, unless otherwise specified in a separate agreement.
- (g) All due and unpaid connection fees and plant investment fees plus interest thereon at the rate of one and one-half percent (1.5%) per month shall constitute a perpetual lien on and against the property served having priority over all liens except general tax liens and collected as provided in Section 16-6-3(3). Due and unpaid connection fees or plant investment fees shall be cause for disconnection for nonpayment as provided in Section 16-6-3(4).

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective on December 31, 2021, at 11:59 p.m.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



**BACKGROUND PAPER FOR PROPOSED
ORDINANCE**

COUNCIL MEETING DATE: December 27, 2021

TO: President Lawrence W. Atencio and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Chief Steven "Chris" Noeller, Police Department

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, THROUGH THE PUEBLO POLICE DEPARTMENT, AND FORT HAYS STATE UNIVERSITY, ADMINISTERED BY THE U.S. DEPARTMENT OF JUSTICE, ACCEPTING \$53,186 FOR COMMUNITY POLICING DEVELOPMENT AND DE-ESCALATION TRAINING, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND ESTABLISHING PROJECT NUMBER PS2113

SUMMARY:

The U.S. Department of Justice ("DOJ") has awarded Fort Hays State University grant funds for Community Policing Development and De-Escalation Training. The Pueblo Police Department has been selected by Fort Hays State University to be a sub-award recipient for a portion of those funds (\$53,186.00), facilitating training in Community Policing and De-Escalation for officers of the Department.

PREVIOUS COUNCIL ACTION:

Previous grants of this nature have routinely been approved when offered.

BACKGROUND:

Fort Hays State University and the Central Region of the National De-Escalation Training Center had been awarded grant funding from the Department of Criminal Justice to participate in Community Policing Development and De-Escalation Training. The purpose of the program is to advance de-escalation training and community policing as common practices by law enforcement agencies across the United States.

The concept of community policing has been around for many years and continues to be an integral part in the way policing is done, not only in our department and community but across the United States. De-Escalation is not a new concept to policing but this training will help Officers better understand the principles and practices of de-escalation so that the idea can be implemented and deployed properly in the field when dealing with stressful situations and the citizens of the community.

The City of Pueblo and the Pueblo Police Department will be required to send Officers to Fort Hays State University to be trained in the principles and practices of community policing development and de-escalation. The City of Pueblo and the Pueblo Police Department will be responsible for payment to get the Officers to Fort Hays State University, which include things such as travel, food, and lodging, but will be reimbursed in full by Fort Hays State University when the training is completed.

FINANCIAL IMPLICATIONS:

This ordinance creates project number PS2113. The Police Department has been awarded a total of \$53,186.00 by Fort Hays State University in conjunction with the Department of Justice. Part of the \$53,186.00 will apply to any overtime associated with the training and FICA contributions related to the overtime.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

There is no stakeholder process required for this award.

ALTERNATIVES:

The alternative would be to not accept the grant and miss out on quality training that is being offered to the City and the Police Department at no effective cost.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:

Memorandum of Understanding (“MOU”) between Fort Hays State University and the City of Pueblo

ORDINANCE NO. 10094

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, THROUGH THE PUEBLO POLICE DEPARTMENT, AND FORT HAYS STATE UNIVERSITY, ADMINISTERED BY THE U.S. DEPARTMENT OF JUSTICE, ACCEPTING \$53,186 FOR COMMUNITY POLICING DEVELOPMENT AND DE-ESCALATION TRAINING, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND ESTABLISHING PROJECT NUMBER PS2113

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept funding from Fort Hays State University for public and municipal purposes; and

WHEREAS, Fort Hays State University in conjunction with the Department of Justice and in accordance with the Memorandum of Understanding ("MOU") between Fort Hays State University and the City of Pueblo, has tendered an award in a total amount of \$53,186.00 for the training of Officers in the concepts of community policing development and de-escalation, upon conditions recited therein or incorporated therein by reference; and

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

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

SECTION 1.

The Memorandum of Understanding ("MOU") between the City of Pueblo, a Municipal Corporation, through its Police Department, and Fort Hays State University in conjunction with the Department of Justice, a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the aforesaid MOU in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

Project Number PS2113 is hereby established.

SECTION 4.

All funds accepted under this Ordinance and the MOU shall be budgeted and appropriated into Project Number PS2113.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 27, 2021.

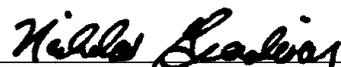
Final adoption of Ordinance by City Council on January 10, 2022.


President of City Council

Action by the Mayor:

Approved on January 12, 2022.

Disapproved on _____ based on the following objections:


Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST


City Clerk

Community Policing Development (CPD) De-Escalation Training Center Sub-award
Between the Parties
Fort Hays State University
And
City of Pueblo, Colorado

This ***Memorandum of Understanding*** (*hereinafter* “MOU”) is entered into this ____ day of _____, 2021 by and between the Central Region of the National De-escalation Training Center (*hereinafter* “Central NDTC”), facilitated by the Department of Criminal Justice and University Police Department at Fort Hays State University (*hereinafter* “FHSU”), located at 600 Park Street, Hays, KS 67601, and the City of Pueblo through its Police Department (*hereinafter* “Agency”), a local law enforcement agency, located at 200 W. Main Street, Pueblo, CO 81003.

Agency agrees to participate in the International Association of Directors of Law Enforcement Standards and Training (*hereinafter* “IADLEST”) certified NDTC *De-escalation Principles and Practice* training program (*hereinafter* “Training”). This Training will be facilitated at no cost to Agency as a sub-awardee of the DOJ COPS Office Community Policing Development (“CPD”) De-Escalation Training (*hereinafter* “Program”) cooperative agreement awarded to the Central NDTC at FHSU. Agency will not be subject to the terms of said cooperative agreement. The purpose of the Program is to advance de-escalation and community policing as common practices by law enforcement agencies across the United States in general, and the Central NDTC region specifically.

As a sub-awardee, Agency understands and agrees as follows:

The Agency acknowledges and agrees that this agreement and Agency’s performance hereunder are subject to the terms, conditions, statutes, and regulations included in the prime award (cooperative agreement documents), all of which are further incorporated herein by reference.

In addition, Agency further understands and agrees as follows:

- Agency understands that through participation in this program, the Agency is a recipient of a sub-award, facilitated through FHSU, and that this sub-award is subject to and contingent upon receipt of adequate funding and continuation in the prime award by FHSU
- Agency agrees for officers employed by Agency to be trained in the two-day IADLEST certified Training
- Agency understands Training will be hosted at location determined by Agency

- Agency agrees for up to four officers employed by Agency to be trained in the four-day IADLEST certified Train-the-Trainer workshop on FHSU campus
 - Agency understands participation of officers as trainers *will* be necessary for sustainability of the Program and to continue training officers employed by Agency
- Agency understands that a percentage of the sub-award will include funding to advance community-policing initiatives – including but not limited to promoting de-escalation
- Following completion of the Training, Agency agrees to provide the following data to Central NDTC for the purpose of evaluating the effectiveness of Training
 - Total number of uses of force per month
 - Defined as total number of uses of force reports filed
 - Report data back to January 2016, if possible
 - Total number of uses of lethal force per month
 - Total number of uses of conducted energy weapons (e.g., TASER) per month
 - Total number of complaints against officers per month
 - Total number of officers working within the department per month
 - Total number of calls for service for police department
 - Total number of proactive interactions (e.g., field interrogations or interviews, DUI stops, etc.)
 - Total Part I crimes reported to Uniform Crime Reporting (“UCR”)
- Agency will report data through December 31, 2025

The amount of the Agency sub-award, approved by the Office of Community Oriented Policing Services (the COPS Office), is **\$53,186.00** and is to be provided to Agency on a reimbursement basis. Agency will provide FHSU with invoices for amounts spent on qualified expenditures, which FHSU will reimburse within forty-five (45) days. The sub-award includes:

- **Up to \$44,232.00** for overtime necessary only for officers to complete face-to-face, and train-the-trainer workshop
- **Up to \$3,384.00** will go to the Agency to cover the employer FICA contribution for overtime required for officers to complete training
- Agency will receive **up to \$1,000.00** to advance community policing and de-escalation to the local community
 - Agency will seek approval of activity and/or marketing from Central NDTC before initiating activity and/or marketing
- Agency will be reimbursed **up to \$4,570.00** for up to four officers to travel to Hays, KS, lodging, and per diem for train-the-trainer workshop on FHSU campus

Agency will not be required to refund or reimburse any amounts of the subaward granted to Agency, except as may be required in order to comply with the requirements set forth herein.

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

This MOU and all other documents contemplated hereunder may be executed using electronic signatures with delivery by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

The City of Pueblo and its Police Department are aware of the expectations and vision for this Program and agree to the terms of the MOU, including the State of Kansas Contractual Provisions Attachment that follows, as well as the corresponding Subaward Agreement.

Nicholas A. Gradisar
Mayor, City of Pueblo

Mike Barnett
Fort Hays State University

CONTRACTUAL PROVISIONS ATTACHMENT

1. **Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require either party to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under the contract for which it has not been paid. The University will pay contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement under this provision, title to any such equipment shall revert to contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Kansas Venue:** Jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of Kansas.
5. **Required Non-Discrimination Provision:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. In addition to the federal antidiscrimination laws, the Contractor must comply with the Colorado Anti-Discrimination Act (CADA) and the related Code of Colorado Regulations provisions, as applicable. These include C.R.S. § 24-34-301 et seq., C.R.S. § 24-34-401 et seq., C.R.S. § 24-34-601 et seq., C.R.S. § 24-34-801 et seq., and 3 CCR 708-1.
Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, neither party agrees to pay attorney fees, costs, or late payment charges beyond those available under law, and no provision will be given effect that

attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to a party at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** Neither party shall be responsible for, nor indemnify a party for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.
11. **Information/Confidentiality:** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but the University here reiterates that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any disclosure of University's student educational records.



city of
PUEBLO
colorado

**BACKGROUND PAPER FOR PROPOSED
ORDINANCE**

COUNCIL MEETING DATE: December 27, 2021

TO: President Lawrence W. Atencio and Members of City Council
CC: Nicholas A. Gradisar, Mayor
VIA: Marisa Stoller, City Clerk
FROM: Scott Hobson, Acting Director of Planning and Community Development
SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS OF 2101 WEST 20TH STREET FROM R-2, SINGLE FAMILY RESIDENTIAL AND S-3, FLOOD PLAIN DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD DISTRICT

SUMMARY:

The applicant is requesting to rezone the 6,000 square foot subject property from R-2 Single Family Residential and S-3, Flood Plain District to CCN, Commercial Charter Neighborhood District to operate a static Mobile Food Unit, which is a conditional use in a CCN zone district.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The property located at 2101 West 20th Street was constructed in 1951 and has operated as a single-family residence since that time inside the applicant's family. The site consists of two parcels, each parcel consists of two subdivided lots. The western parcel is zoned R-2. The eastern parcel is zoned R-2 and S-3 floodplain. The S-3 Zone District is attributed to historic flood plain mapping attributed to Wildhorse Creek. Contemporary flood mitigation efforts and updated flood plain mapping indicates that the property is located outside of the 100- and 500-year flood plain. The applicant, Jocelyn Martinez, is proposing to rezone the property to CCN to allow a Mobile Food Unit that will initially operate as a small catering business. Mrs. Martinez prepares certified organic meals for various mental health agencies and clients seeking healthy lifestyles across Pueblo. Recently, she purchased a mobile food trailer to cook the meals at her property. To prepare organic meals she needs a certain type of kitchen that is always clean and free of allergens. The food trailer will be parked in the rear of the adjacent lot to the west. The applicant will cook and deliver meals to clients offsite. The applicant may branch out to on site food service in the future and understands that

may require additional commercial and zoning review and conditions. The higher use, “Restaurant, carry-out”, requires a Special Use Permit in the CCN and the applicant may be applying for that use in 2022.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 8, 2021, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent a Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property would not be zoned in accordance with the Pueblo Municipal Code.

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

RECOMMENDATION:

Approval of the Ordinance.

Attachments:

Proposed Ordinance

Minutes of the Planning and Zoning Commission December 8, 2021 Public Hearing

Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. 10095

AN ORDINANCE AMENDING ZONING RESTRICTIONS OF 2101 WEST 20TH STREET FROM R-2, SINGLE FAMILY RESIDENTIAL AND S-3, FLOOD PLAIN DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-2, Single Family Residential and S-3, Flood Plain District to CCN, Commercial Charter Neighborhood District:

Lot 21-24, Block 61, Rosedell Subdivision

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 27, 2021.

Final adoption of Ordinance by City Council on January 10, 2022 .



President of City Council

Action by the Mayor:

- Approved on January 12, 2022.
- Disapproved on _____ based on the following objections:

Hilda Leavins
Mayor

Action by City Council After Disapproval by the Mayor:

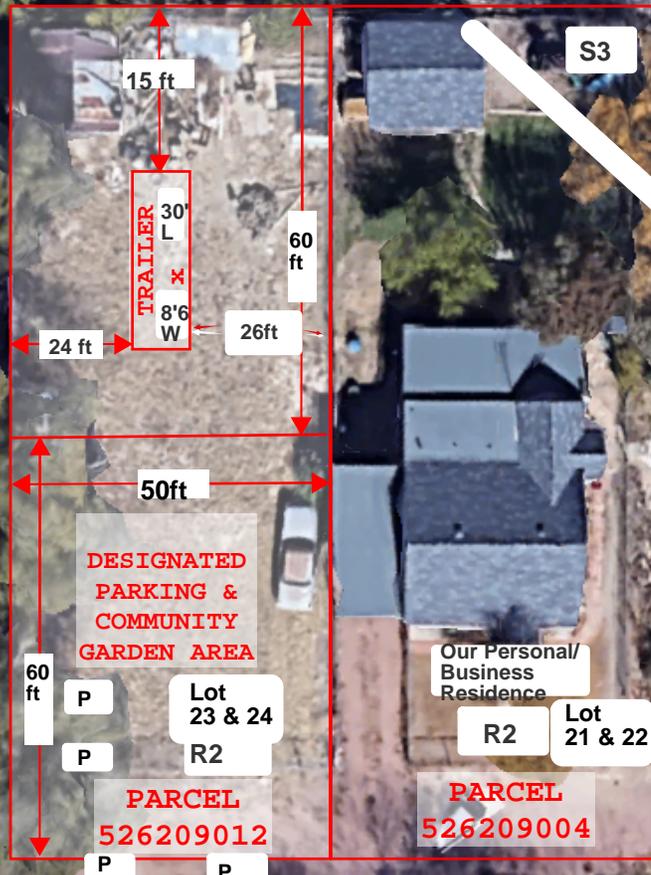
- Council did not act to override the Mayor's veto.
- Ordinance re-adopted on a vote of _____, on _____
- Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

Lyssa
City Clerk

All property owned by close relatives, we personally upkeep the land. No Houses will be built here.



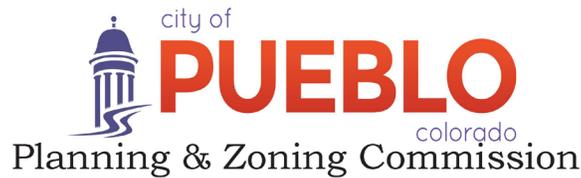
Zoning Request Change
Lots 21 & 22. Lots 23 & 24
from R2/S3 to CCN

P is for Parking

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, December 8, 2021 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGBnlCdHRrUHNFZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.

The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Bob Schilling, and Lisa Bailey.

Commissioners Absent: none

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Planner; Bart Mikitowicz, Planner; Danielle Baxter, Planner; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to amend the agenda to move SNC-21-04 to the last item on the agenda, Seconded by Schilling.

Motion passed 7-0.

REGULAR AGENDA: PUBLIC HEARING

1. **Z-21-17 2101 W. 20th St. Rezoning:** A rezoning of Lots 21 and 22, Block 61, Rosedell Subdivision from, R-2, Single Family Residential, and S-3, Flood Plain District, to Commercial Charter Neighborhood District (CCN).

Staff report by Wade Broadhead, Planner.

Applicant is requesting to rezone the 6,000 sq ft subject property from R-2 and S-3 to CCN, Commercial Charter Neighborhood District to operate a static Mobile Food Unit, which is a conditional use in a CCN.

BACKGROUND:

The property located at 2101 W. 20th St. was constructed in 1951 and has operated as a single-family residence since that time inside the applicant's family. The site consists of two parcels, each parcel consists of two subdivided lots. The western parcel is zoned R-2. The eastern parcel is zoned R-2 and S-3 floodplain. The S-3 Zone District is attributed to historic flood plain mapping attributed to Wildhorse Creek. Contemporary flood mitigation efforts and updated flood plain mapping indicates that the property is located outside of the 100- and 500-year flood plain.

The applicant Jocelyn Martinez is proposing to rezone the property CCN to allow a Mobile Food Unit that will initially operate as a small catering business. Mrs. Martinez prepares certified organic meals for various mental health agencies and clients seeking healthy lifestyles across Pueblo. Recently, she purchased a mobile food trailer to cook the meals at her property. To prepare organic meals she needs a certain type of kitchen that is always clean and free of allergens. The food trailer will be parked in the rear of the adjacent lot to the west. The applicant will cook and deliver meals to clients offsite. The applicant may branch out to on site food service in the future and understands that may require additional commercial and zoning review and conditions. The higher use, "Restaurant, carry-out", requires a Special Use Permit in the CCN and the applicant may be applying for that use in 2022.

ANALYSIS:

The purpose of the CCN Zone District is to retain and conserve suitable areas for commercial, office and mixed-use development that primarily serve the residents of the surrounding charter neighborhood. The proposed residence and Mobile Food Unit meet the intent of the CCN by providing a mixture of uses on one development site in a neighborhood that has historically been underserved by traditional food establishments. While there are no corner commercial locations immediately nearby there are commercial uses 2-4 blocks away, and other commercially zoned property that have remained undeveloped for decades. While the business will primarily do off site delivery, the applicant hopes to expand to on-site walk-up service in the future. The applicant's family has 70 years of roots in the neighborhood and has talked to her neighbors in the area about the new use and one letter of support was received from a neighbor.

A tentative site plan for development indicates that a residential structure sits on the eastern lot and the business will be located on the western lot. The applicant has an unimproved lot with enough room for 4-5 spaces of parking and the required landscaping buffer. At the time of commercial site plan review, staff will review the development plans to ensure that the CCN Performance Standards are met. There is a possibility that the applicant may need to request a variance for on-site parking and landscaping setbacks in the future, but preliminary site plans indicate they will meet standards currently. Furthermore, the property is located in the Established Development Area where that relief has been anticipated by City policy. The applicant understands the conditions required for a Mobile Food Unit Conditional Use Permit and will meet all conditions to obtain her Conditional Use Permit. Staff recommends the applicant finish adding road base to the entire site (currently only the trailer section of the parcel has road base) before City Council approval. The applicant understands that any intensification of use will require a new commercial site plan review. Finally, the rezoning will clean up the split zoning created by the S-3 portion and begin to provide food services to the neighborhood. Staff is recommending approval of the proposed zone district with conditions.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be APPROVED with conditions:

1. Applicant adds road base to the entirety of lots 23 and 24 before City Council review and approval.

HEARING: Jocelyn Martinez, 2101 W 20th St, represented the application.

No one spoke in support or opposition for the application.

COMMISSION ACTION:

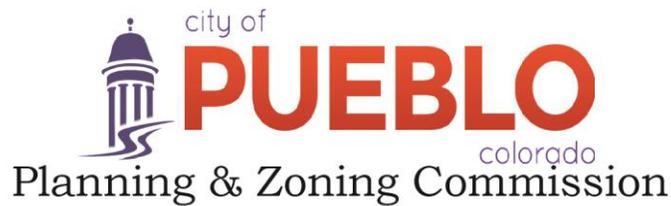
Motion to recommend approval of the rezoning made by Schilling, second by Bailey.

MOTION PASSED 7-0

Brandice Eslinger
Chair

Mike Castellucci
Vice Chair

Bob Schilling
City Council Representative



Patrick Avalos

Elizabeth Bailey

Yvonne Lujan-Slak

Alex San Filippo-Rosser

Z-21-17

TO: City of Pueblo, Planning and Zoning Commission
FROM: Wade Broadhead, Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
DATE: December 8th, 2021
APPLICANT: Jocelyn Martinez
PROPERTY OWNER: Jocelyn Martinez
LOCATION: 2101 W. 20th Street, Lot 21-24, Block 61 Rosedell Subdivision
EXISTING ZONE: **R-2 and S-3**
PROPOSED ZONE: CCN, Commercial Charter Neighborhood
CONCURRENT REQUESTS: None

REQUEST:

Applicant is requesting to rezone the 6,000 sq ft subject property from R-2 and S-3 to CCN, Commercial Charter Neighborhood District to operate a static Mobile Food Unit, which is a conditional use in a CCN.

BACKGROUND AND ANALYSIS:

The property located at 2101 W. 20th St. was constructed in 1951 and has operated as a single-family residence since that time inside the applicant's family. The site consists of two parcels, each parcel consists of two subdivided lots. The western parcel is zoned R-2. The eastern parcel is zoned R-2 and S-3 floodplain. The S-3 Zone District is attributed to historic flood plain mapping attributed to Wildhorse Creek. Contemporary flood mitigation efforts and updated flood plain mapping indicates that the property is located outside of the 100- and 500-year flood plain.

The applicant Jocelyn Martinez is proposing to rezone the property CCN to allow a Mobile Food Unit that will initially operate as a small catering business. Mrs. Martinez prepares certified organic meals for various mental health agencies and clients seeking healthy lifestyles across Pueblo. Recently, she purchased a mobile food trailer to cook the meals at her property. To prepare organic meals she needs a certain type of kitchen that is always clean and free of allergens. The food trailer will be parked in the rear of the adjacent lot to the west. The applicant will cook and deliver meals to clients offsite. The applicant may branch out to on site food service in the future and understands that may require additional commercial and zoning review and conditions. The higher use, "Restaurant, carry-out", requires a Special Use Permit in the CCN and the applicant may be applying for that use in 2022.

STAFF REVIEW AND FINDINGS:

The purpose of the CCN Zone District is to retain and conserve suitable areas for commercial, office and mixed-use development that primarily serve the residents of the surrounding charter neighborhood. The proposed residence and Mobile Food Unit meet the intent of the CCN by providing a mixture of uses on one development site in a neighborhood that has historically been underserved by traditional food establishments. While there are no corner commercial locations immediately nearby there are commercial uses 2-4 blocks away, and other commercially zoned property that have remained undeveloped for decades. While the business will primarily do off site delivery, the applicant hopes to expand to on-site walk-up service in the future. The applicant’s family has 70 years of roots in the neighborhood and has talked to her neighbors in the area about the new use and one letter of support was received from a neighbor.

A tentative site plan for development indicates that a residential structure sits on the eastern lot and the business will be located on the western lot. The applicant has an unimproved lot with enough room for 4-5 spaces of parking and the required landscaping buffer. At the time of commercial site plan review, staff will review the development plans to ensure that the CCN Performance Standards are met. There is a possibility that the applicant may need to request a variance for on-site parking and landscaping setbacks in the future, but preliminary site plans indicate they will meet standards currently. Furthermore, the property is located in the Established Development Area where that relief has been anticipated by City policy. The applicant understands the conditions required for a Mobile Food Unit Conditional Use Permit, and will meet all conditions to obtain her Conditional Use Permit. Staff recommends the applicant finish adding road base to the entire site (currently only the trailer section of the parcel has road base) before City Council approval. The applicant understands that any intensification of use will require a new commercial site plan review. Finally, the rezoning will clean up the split zoning created by the S-3 portion and begin to provide food services to the neighborhood. Staff is recommending approval of the proposed zone district with conditions.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The project is in an area of single-family residences in the larger neighborhood with few opportunities for small scale entrepreneurial business development. The applicant has a full unbuilt parcel capable of meeting development standards for the proposed intensity of use.

❑ **Neighborhood Compatibility:**

North	R-2 and S-3, Single family homes, undeveloped lots, and Wildhorse Creek
East	S-2, Floodplain zone and single-family home
South	R-2, Single Family Residential District, single family homes, B-2 two blocks south
West	R-2, Residential District

❑ **Comprehensive Plan Compliance:**

The proposed rezoning request conforms with the Pueblo Comprehensive Plan designation of Urban Residential. Urban Residential land use classifications are reserved for areas within the City’s older established neighborhoods such as Mesa Junction, Eastside, Bessemer, Northside, State Park, and Hyde Park. According to Pueblo’s Comprehensive Plan, “where appropriate, community scale commercial

services will be created to provide the necessary day-to-day needs of residents within walking distance.” The applicant plans to develop the property by adding a Mobile Food Unit for off-site delivery first with the possibility of onsite food service later creating the ability to service Hyde Park with food in the future.

Staff has determined that the proposed rezoning is consistent with the comprehensive plan designation.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- Minimum lot size and area:
 - The CCN Zone District requires a minimum of 2,500 square foot of lot area, with a minimum of 25-foot-wide street frontage.
 - 2101 W. 20th St. is 6,000 square feet and has a lot width of 100-feet along W. 20th St. and 120 feet along Adea. The existing site has been reviewed, and it complies with the minimum lot area and width for the proposed zone district.

- Lot coverage:
 - The CCN Zone District allows a maximum lot coverage of 100% and a floor area ratio of 2.0.
 - The current structure on the property meets with maximum lot coverage and floor area ratio.
 - At the time of building permit, any additional structures will be required to comply with the lot coverage and floor area ratio requirements.

- **Zone District performance standards:**
 The CCN Performance Standards provide the requirements relating to minimizing the impact of the development on the surrounding neighborhood and are described in detail below:
 - 1. Parking Standards.**
 - The CCN Zone District promotes flexibility in design, preservation of existing commercial areas and pedestrian scale amenities. The off-street parking requirements set forth in the Zoning Code may be reduced or waived by the Zoning Board of Appeals.
 - Parking will be reviewed at the time of commercial site plan request, but preliminary review suggest that there is enough space for the required parking for the proposed use.
 - 2. Landscape Standards.**
 - The CCN Zone District requires compliance with the landscaping code.
 - Landscaping will be reviewed at the time of commercial site plan request.
 - 3. Outdoor Storage.**
 - Section 17-4-5(1)g.1. of the Pueblo Municipal Code (PMC) provides the requirements for outdoor storage.
 - Outdoor storage will be reviewed at the time of commercial site plan request.
 - 4. Additional Performance Standards.**
 - Sections 17-4-5(1)g.5 and 6. of the Pueblo Municipal Code (PMC) provide additional requirements for properties zoned CCN, which are adjacent to minor arterials, collectors and local streets.
 - Additional performance standards will be reviewed at the time of commercial site plan request.

- **Mobile Food Unit Conditional Performance Standards in all districts:**
 The mobile food Performance Standards provide the requirements relating to minimizing the impact of the development on the surrounding neighborhood and are described in detail below (17-4-51(d)(27)):

- a. **Shall comply with all requirements of local, state, and federal law including without limitations City business license and permit requirements, state and local requirements related to retail food establishments, state and local prohibitions on the sale of service of marijuana or alcohol, noise restrictions, signage restrictions, traffic and parking requirements and limitations herein set forth.**
 - Applicant already has her approval from the Pueblo County Health Department and intends to comply with all local, State, and federal laws.
- b. **Reserved**
- c. **Shall keep sidewalks, roadways and other spaces adjacent to the Mobile Food Unit clean and free of paper, peelings, and other refuse of any kind generated from the operation of the Mobile Food Unit. All trash or debris accumulation within twenty-five feet of any Mobile Food Unit shall be collected the operator of the Mobile Food Unit and deposited in a trash container maintained by the operator in good condition and constructed of non-corrodible and watertight material, sufficient to hold the refuse generated by the business. Such containers shall be removed by the operator whenever the Mobile Food Unit moves to another location or at the close of businesses.**
 - The applicant has weekly trash service to the property and will operate outside the right-of-way.
- d. **Only pedestrians service shall be allowed, and no vehicle or drive through service shall be permitted.**
 - The site plans show areas for parking should the use intensity in the future and there is no ability for a drive through.
- e. **Shall not located in a park or one hundred (100) feet of a park**
 - The property is not located within 100 ft of a park.
- f. **Mobile Food Unit may operate on private property within the districts in which the use is approved provided they comply with the following requirements:**
 - 1) **The operator shall have permission from the owner.**
 - 2) **The Mobile Food Unit shall be parked on a paved or suitable maintained surface outside the sight distance triangle as that term is defined in Title XVII Of this code.**
 - The operator is the owner, and the Mobile Food Unit is on a road-based surface now and staff conditions the applicant road base the parking area. Should the use intensify in the future the applicant may have to pave.
- g. **Mobile Food Units may operate upon the public right-of-way within all districts in which the use is approved provided they comply with the following requirements and limitations:**
 - 1) The mobile food Unit shall be parked in a legal parking space and shall comply with all City and state parking restrictions.
 - 2) The Mobile Food Unit shall only serve customers from an adjacent sidewalk or the curbside of a vehicle. In the absence of a sidewalk or curbside, customers shall only be served from the side of the Mobile Food Unit that is furthest from the area right-of-way customarily used for motor vehicle travel; and,
 - 3) No Mobile Food Unit shall be authorized under Subsection 17-4-51©(7) to operate within the public right-of-way where such right-of-way has been closed pursuant to a validly issued revocable permit for procession permit.
 - 4) Shall not be located within one hundred (100) feet of a restaurant, as determined by direct measurement from the front of a property line of the restaurant to the closest point of a Mobile Food Unit.

Applicant is aware of the rules should she use the Mobile Food Unit offsite. Currently her plans do not involve offsite service.

RECOMMENDED ACTION:

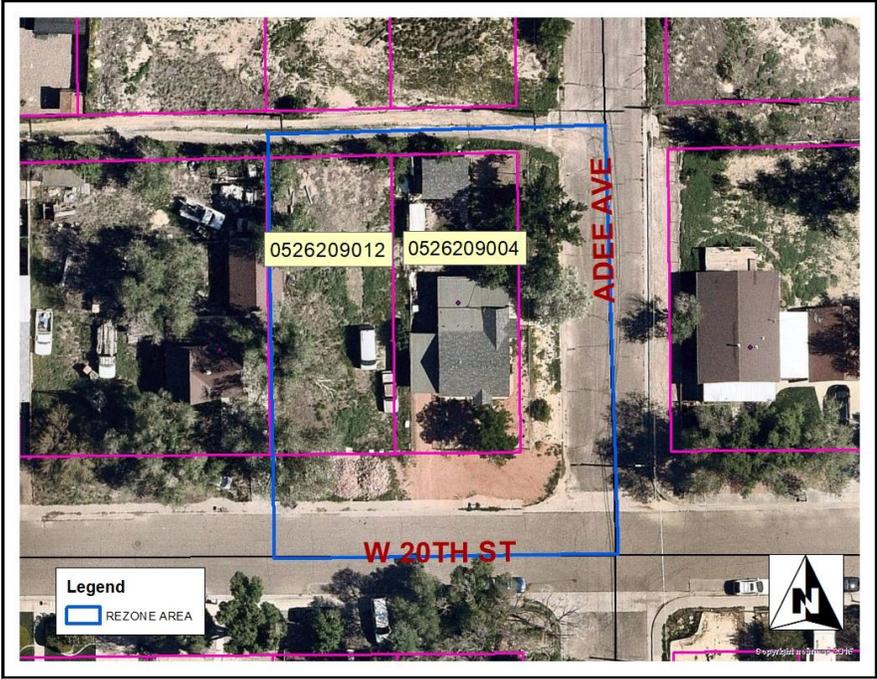
Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED with conditions:**

1. **Applicant adds road base to the entirety of lots 23 and 24 before City Council review and approval.**

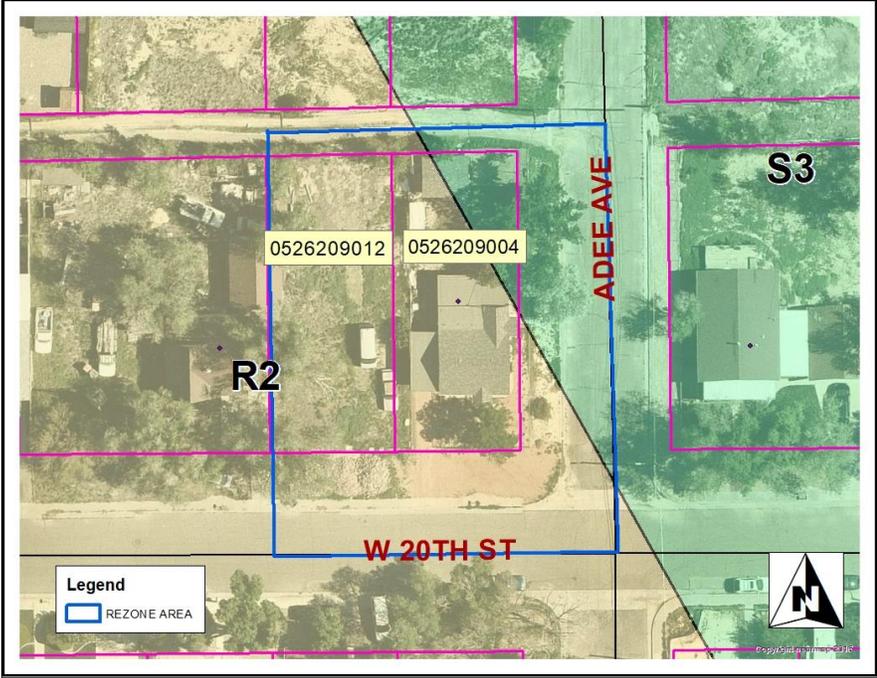
ATTACHMENTS:

- A. **Location Map**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Site Photographs**
- E. **Rezoning Exhibit**
- F. **Application**
- G. **Letter of support from Marlayna and Kenneth Wofford**

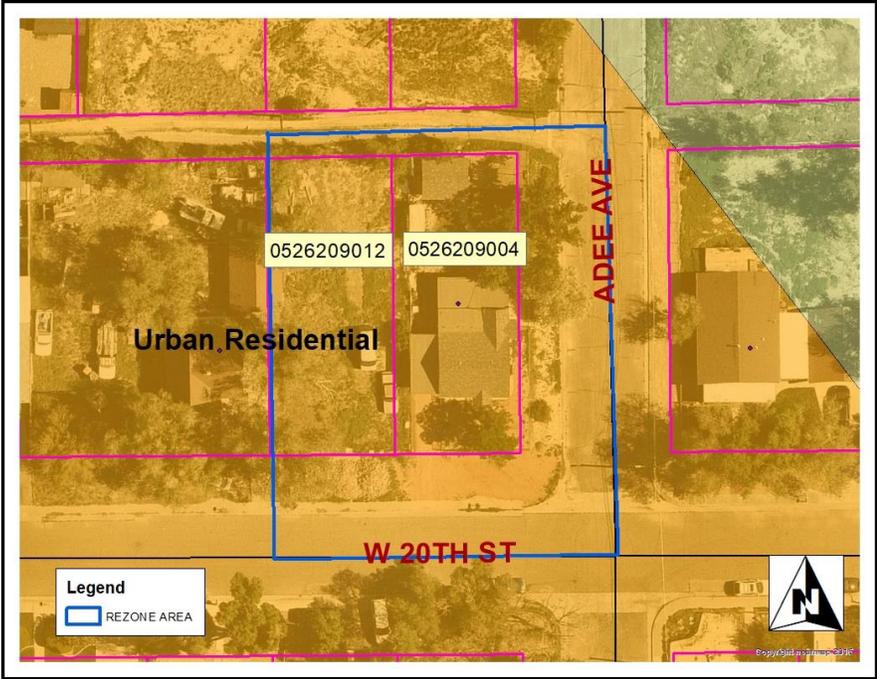
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map

Attachment D. Site Photos



Public Notice Poster and Primary Residence



Food trailer and parking/landscaping area from W. 20th St.

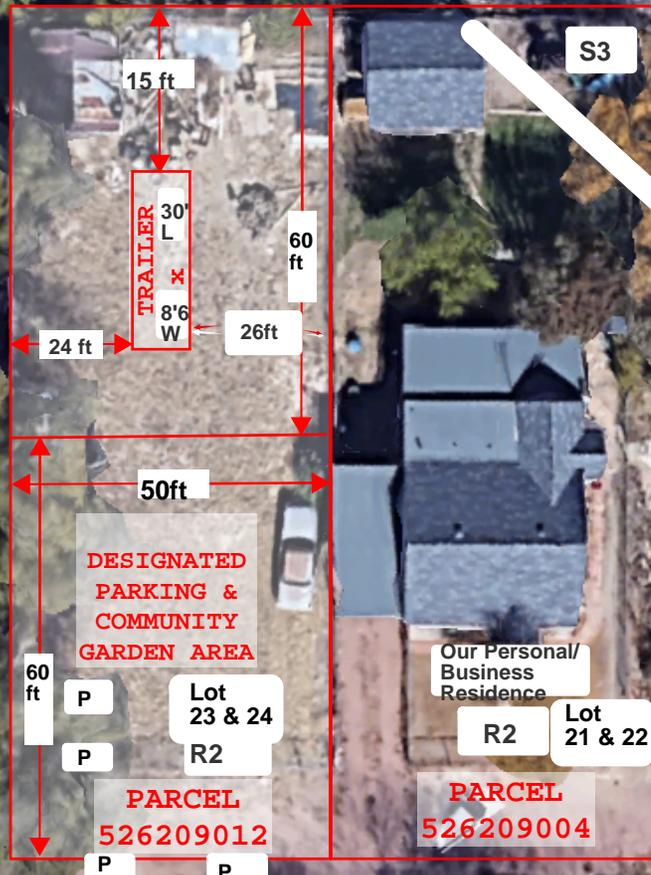


Road based rear of the Mobile Food Unit lot



View of the Mobile Food Unit from the alley.

All property owned by close relatives, we personally upkeep the land. No Houses will be built here.



Zoning Request Change
Lots 21 & 22. Lots 23 & 24
from R2/S3 to CCN

P is for Parking

Planning & Zoning Map Amendment Application

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

Property Owner	
Name: Jocelyn Martinez	
Company: SoulSmile Health & Wellness, Llc	
Address: 2101 W 20th Street Lots 21-24	Zip: 81003
Phone: (720) 296-2773	Email: jocelyn@soulsmile.com.co
Applicant	
Name: Jocelyn Martinez	
Company: SoulSmile Health & Wellness, Llc	
Address: 2101 W 20th Street	Zip: 81003
Phone: (719) 296-2773	Email: jocelyn@soulsmile.com.co
Person of Firm Representing Owner or Applicant	
Name:	
Company:	
Address:	Zip:
Phone: ()	Email:
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location:	
(address or general description) 2101 W 20th Street Pueblo, CO 81003	
PARCEL 526209004 & 526209012	
Legal Description:	
Subdivision:	Acreage: .38+ acres
Existing Zone District: R2/S3	
Proposed Zone District: CCN	
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.

PLEASE SEE ATTACHED Zoning Plan #2

Description of area surrounding proposed development:

PLEASE SEE ATTACHED SOULSMILE BLUEPRINT

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.

Our development will bring a commercial kitchen which will continue to provide a healthy meal delivery program for our community which has been in business since 2019, as well as a new healthy Food trailer which will provide a service a of available food, as well as a community garden which will help our environment.

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

Estimated date for beginning project: September 13, 2021

Estimated date for completion of project: October 1, 2021

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

Business is prepared to work with the city and zoning to make this a positive thing for our community. Landscaping has already been started as well as communication with direct neighbors who share their support and excitement for this service in our community. This venture will also be able to support our new Community Center venture in the works as well.

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

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

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner

Print Name: Jocelyn Martinez

Signature: *Jocelyn Martinez*

Date: 9/10/2021

Applicant, if different from Property Owner

Print Name:

Signature:

Date:

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	

Marlayna and Kenneth Wofford
2021 W 20th St
Pueblo, CO 81003
(719) 924-4985
December 01, 2021

Pueblo Planning and Zoning
Concerning: Z-21-17/SoulSmile Health & Wellness, Jocelyn Martinez

Dear Pueblo Planning and Zoning:

We would like to notify Pueblo Planning and Zoning that we are in favor of SoulSmile Health & Wellness rezoning their property and business.

Sincerely,
Marlayna and Kenneth Wofford

November 22nd, 2021

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Jocelyn Martinez** for the approval of the following application(s):

Z-21-17 A rezoning of Lots 21 and 22, Block 61, Rosedell Subdivision from, R-2, Single Family Residential, and S-3, Flood Plain District, to Commercial Charter Neighborhood District (CCN) and is located at 2101 W. 20th Street.

The Planning and Zoning Commission meeting will be held on December 8th, 2021, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Planner
(719) 553-2280

November 22nd, 2021

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Jocelyn Martinez** for the approval of the following application(s):

Z-21-17 A rezoning of Lots 21 and 22, Block 61, Rosedell Subdivision from, R-2, Single Family Residential, and S-3, Flood Plain District, to Commercial Charter Neighborhood District (CCN) and is located at 2101 W. 20th Street.

The Planning and Zoning Commission meeting will be held on December 8th, 2021, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Planner
(719) 553-2280

November 22nd, 2021

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Jocelyn Martinez** for the approval of the following application(s):

Z-21-17 A rezoning of Lots 21 and 22, Block 61, Rosedell Subdivision from, R-2, Single Family Residential, and S-3, Flood Plain District, to Commercial Charter Neighborhood District (CCN) and is located at 2101 W. 20th Street.

The Planning and Zoning Commission meeting will be held on December 8th, 2021, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Planner
(719) 553-2280

November 22nd, 2021

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Jocelyn Martinez** for the approval of the following application(s):

Z-21-17 A rezoning of Lots 21 and 22, Block 61, Rosedell Subdivision from, R-2, Single Family Residential, and S-3, Flood Plain District, to Commercial Charter Neighborhood District (CCN) and is located at 2101 W. 20th Street.

The Planning and Zoning Commission meeting will be held on December 8th, 2021, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Planner
(719) 553-2280

CASE NUMBER Z-21-17

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 2101 W 20th and Parcel 0526209012 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.

11-23-21
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 2101 W 20th and Parcel 0526209012, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

11-23-21
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Own	OwnerZip
VARGAS ALFREDO	1720 N ELIZABETH	PUEBLO	CO	81003-2149
PARATORE SHANE	1945 ADEE AVE	PUEBLO	CO	81003-3856
LARA OLIVERIO M	2012 W 20TH ST	PUEBLO	CO	81003-3827
VILES ROBERT B + CHARLENE M	2013 W 19TH ST	PUEBLO	CO	81003-3822
CHRISTIE SANDRA LYNN	2014 W 20TH ST	PUEBLO	CO	81003-3827
WALKER NICHOLE	2015 W 19TH ST	PUEBLO	CO	81003-3822
WRIGHT SANTHANEE	2020 W 20TH ST	PUEBLO	CO	81003-3827
PORTER NORAH E + FETTY RAY C	2031 TEMPLE LAN	PUEBLO	CO	81003
VAN HULL JOHN M + VAN HULL SAMUEL ALLEN +	2037 W 19TH ST	PUEBLO	CO	81003-3822
FETTY ALICE L/PORTER NORAH E	2051 W 21ST ST	PUEBLO	CO	81003-1011
TEEM LARRY + TEEM BETH	2101 W 19TH ST	PUEBLO	CO	81003-3824
MARTINEZ JOCELYN M / MARTINEZ STE	2101 W 20TH ST	PUEBLO	CO	81003-3828
SARMIENTO MARIO JAY	2103 W 19TH ST	PUEBLO	CO	81003-3824
LOVETT JENNIFER FRANCINE	2105 W 19TH ST	PUEBLO	CO	81003-3824
GIBSON JOSEPH A + KRISTI D	2106 W 20TH ST	PUEBLO	CO	81003-3829
WILLIAMS NANCY A + LEAVENWORTH DANIEL M	2115 W 19TH ST	PUEBLO	CO	81003-3824
VIGIL CORINNA A	2119 W 20TH ST	PUEBLO	CO	81003-3828
MAXWELL RUSSELLE LANE	2126 W 20TH ST	PUEBLO	CO	81003-3829
AVIS HARRIET J + AVIS ALLEN E	2130 W 21ST ST	PUEBLO	CO	81003-3801
MALDONADO SCOTT	2134 W 21ST ST	PUEBLO	CO	81003-3801
HAYS MARK T	2137 W 20TH ST	PUEBLO	CO	81003-3828
ARCHULETTA ANGELA M + ROMERO LEROY	215 W WINTERHA	PUEBLO WE	CO	81007-2618
GALLEGOS EUGENIA M GUERRERO	3016 BALTIMORE	PUEBLO	CO	81008-1366
FELDMAN BOYD B + TAMMY J	367 E LIBERTY POI	PUEBLO WE	CO	81007-5031
W K M PROPERTIES LLC	4016 RIDGE DR	PUEBLO	CO	81008-1720
GARCIA RUBEN	4045 36TH LN	AVONDALE	CO	81022-9785
ARCHULETTA ANGELA M	468 S LATIMER DR	PUEBLO WE	CO	81007-3521
BAROS EDWARD K	60 S BREWER DR	PUEBLO WE	CO	81007-1833
GOOD PROPERTIES LTD	7120 E ORCHARD	CENTENNIA	CO	80111-1769
THOMASON BRENDA LEE	823 W 15TH ST	PUEBLO	CO	81003-4001
GUERRERO ANTHONY E	974 S PICACHO PL	PUEBLO WE	CO	81007-7001
CITY OF PUEBLO A MUNICIPAL CORPORATION	PO BOX 1427	PUEBLO	CO	81002-1427



city of
PUEBLO
colorado

**BACKGROUND PAPER FOR PROPOSED
ORDINANCE**

COUNCIL MEETING DATE: December 27, 2021

TO: President Lawrence W. Atencio and Members of City Council
CC: Nicholas A. Gradisar, Mayor
VIA: Marisa Stoller, City Clerk
FROM: Scott Hobson, Acting Director of Planning and Community Development
SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE
2729 FARABAUGH LANE FROM B-3, HIGHWAY AND ARTERIAL
BUSINESS DISTRICT TO BP, BUSINESS PARK DISTRICT

SUMMARY:

The applicant is requesting to rezone the .7-acre parcel located at 2729 Farabaugh Lane from B-3, Highway and Arterial Business District to BP, Business Park to facilitate a change of use to a Retail Marijuana Cultivation Facility.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The property located at 2729 Farabaugh Lane has historically operated as Triple S Supply, Heating Equipment and Systems (1999-2005), Five Star Sanitary, Janitors Equipment and Supplies (2010), Waxie Sanitary Supply, Janitors Equipment and Supplier (2012), and Seven-One-Nine Medical Marijuana Dispensary (2016-Present). The applicant currently operates a Medical Marijuana Center with an accessory use of Medical Marijuana Optional Cultivation with a Limited Use Permit at this location. Mr. Duran would like to convert the use of the premise to a Retail Marijuana Cultivation Facility, which is not permitted in a B-3 Zone District. Because of this, Mr. Duran and the property owner, Don Pagano, are requesting this parcel be rezoned to a BP Zone District which allows for a Retail Marijuana Cultivation Facility with a Conditional Use Permit.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 8, 2021 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property would not be zoned in accordance with the Pueblo Municipal Code.

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

RECOMMENDATION:

Approval of the Ordinance.

Attachments:

Proposed Ordinance

Minutes of the Planning and Zoning Commission December 8, 2021 Public Hearing

Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. 10096

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 2729 FARABAUGH LANE FROM B-3, HIGHWAY AND ARTERIAL BUSINESS DISTRICT TO BP, BUSINESS PARK DISTRICT

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

SECTION 1.

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

Lot 2, Block 4, South Prairie Subdivision, Filing No. 2

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 27, 2021.

Final adoption of Ordinance by City Council on January 10, 2022.



President of City Council

Action by the Mayor:

- Approved on January 12, 2022.
- Disapproved on _____ based on the following objections:

Hilda Lewis
Mayor

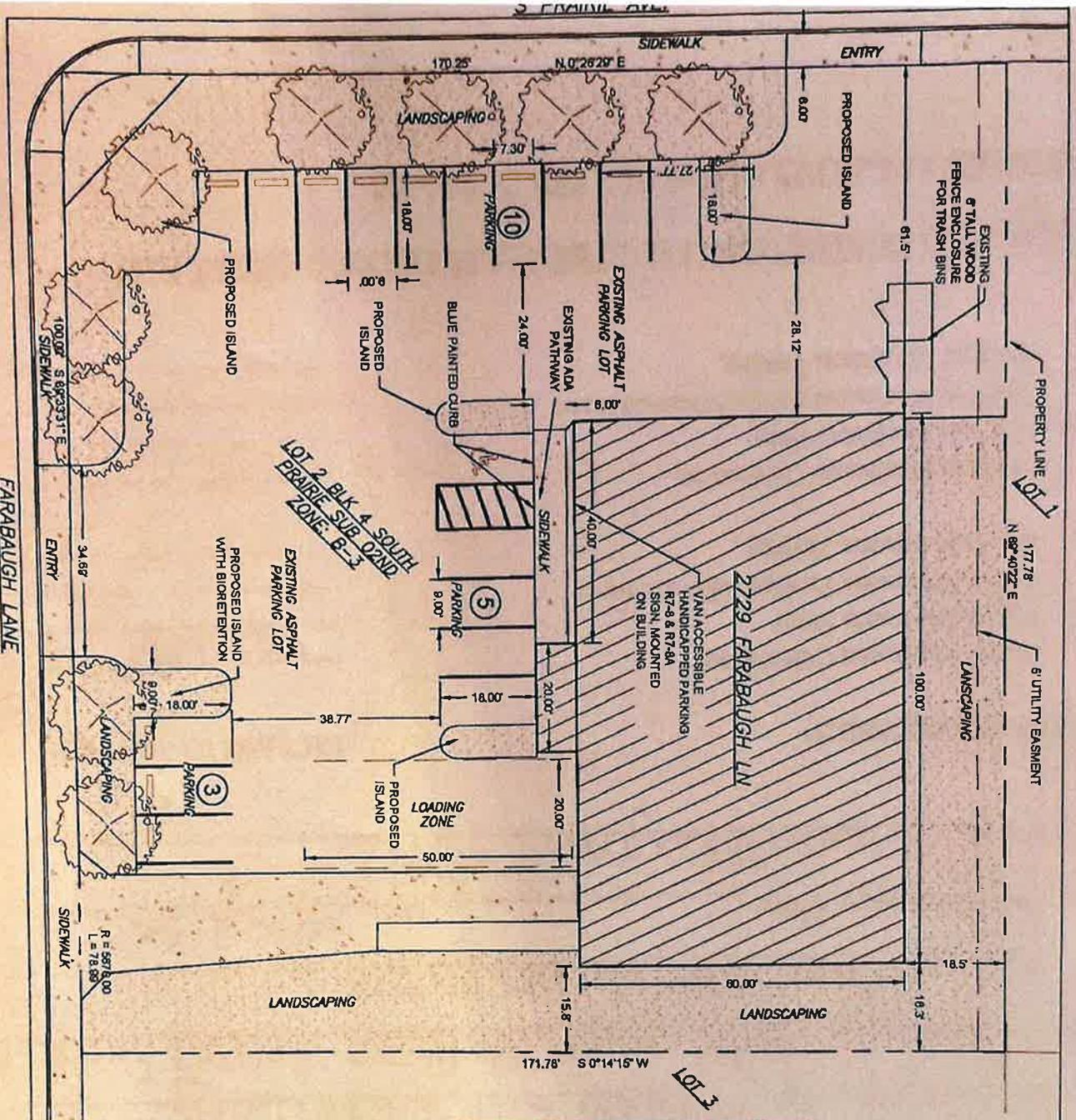
Action by City Council After Disapproval by the Mayor:

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

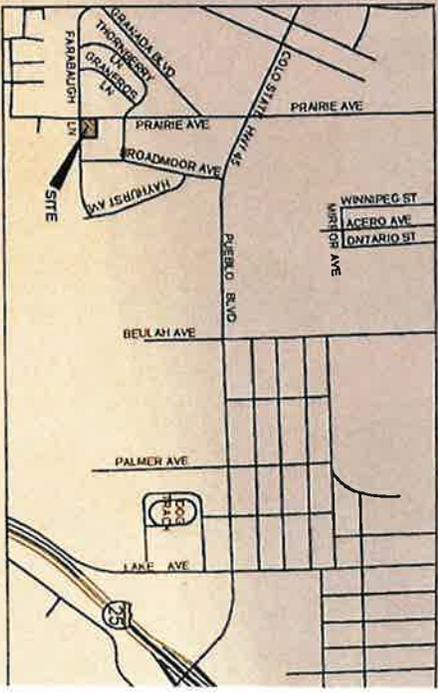
President of City Council

ATTEST

[Signature]
City Clerk



FARABAUGH LANE
SITE PLAN
 SCALE 1/320



VICINITY MAP
 SCALE NTS

PARKING REQUIRED
 ZONE... 33 DISTRICT SHALL BE PROVIDED WITH AT LEAST TEN (10) PARKING SPACES PLUS ONE (1) ADDITIONAL PARKING SPACE FOR EACH TWO HUNDRED FIFTY SQUARE FEET OF GROSS FLOOR AREA IN EXCESS OF TWO THOUSAND FIVE HUNDRED (2,500) SQUARE FEET.

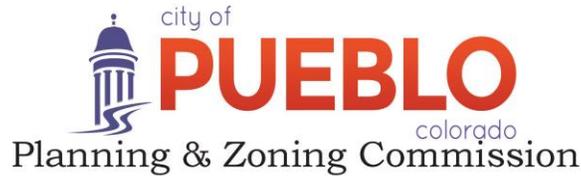
3690230 = 14 SPACES REQUIRED

EXISTING BUILDING PARKING PROVIDED
 17 SPACES
 1 VAN ACCESSIBLE ADA SPACE
 16 TOTAL EXISTING PARKING SPACES PROVIDED

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, December 8, 2021 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGBnlCdHRrUHNFZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.

The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Bob Schilling, and Lisa Bailey.

Commissioners Absent: none

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Planner; Bart Mikitowicz, Planner; Danielle Baxter, Planner; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to amend the agenda to move SNC-21-04 to the last item on the agenda, Seconded by Schilling.

Motion passed 7-0.

PUBLIC MEETING AND ACTION

1. **Z-21-19 2729 Farabaugh** Rezoning of a point seven (.7) acre parcel located at 2729 Farabaugh Lane from B-3, Highway and Arterial Business District to BP-Business Park to facilitate a change of use to a Retail Marijuana Product Manufacturing Facility.

Staff Report by Bart Mikitowicz.

The applicant is requesting to rezone the .7-acre parcel located at 2729 Farabaugh Lane from B-3, Highway and Arterial Business District to BP-Business Park to facilitate a change of use to a Retail Marijuana Cultivation Facility.

BACKGROUND:

The property located at 2729 Farabaugh Lane has historically operated as Triple S Supply, Heating Equipment and Systems (1999-2005), Five Star Sanitary, Janitors Equipment and Supplies (2010), Waxie Sanitary Supply, Janitors Equipment and Supplier (2012), and Seven-One-Nine Medical Marijuana Dispensary (2016-Present). The applicant currently operates a Medical Marijuana Center with an accessory use of Medical Marijuana Optional Cultivation with a Limited Use Permit at this location. Mr. Duran would like to convert the use of the premise to a Retail Marijuana Cultivation Facility, which is not permitted in a B-3 Zone District. Because of this, Mr. Duran and the property owner, Don Pagano, are requesting this parcel be rezoned to a BP Zone District which allows for a Retail Marijuana Cultivation Facility with a Conditional Use Permit.

ANALYSIS:

The site, proposed to be rezoned, and surrounding area were re-subdivided in 1976 to facilitate development for the Coca-Cola Company. The intent of the subdivision was to encourage development of warehousing, light industrial and commercial uses, creating a light industrial and business park. The proposed BP, Business Park Zone District, is designed to provide for a limited number of retail, office, warehouse, light industrial and manufacturing uses.

The subject property is surrounded by business and industrial uses including Pumps & More Plumbing Supply to the south, Muscle Monkey Functional Fitness to the southwest. North of the property is zoned B-3 and there is a BP district directly to the east. The BP rezoning request to allow a Retail Marijuana Cultivation facility is not anticipated to have a negative effect on the adjacent properties because a medical marijuana grow currently operates at this location and all surrounding businesses are light industrial in nature.

Comprehensive Plan Compliance:

The proposed rezoning request conforms with the Pueblo Comprehensive Plan designation of Employment Center – Light Industrial Mixed Use. Light Industry Mixed Use, such as manufacturing, assembling, research and development, provide tax revenues and jobs for the Region. These uses will be continued and expanded upon in a planned manner so as to minimize the impact on the public infrastructure. The proposed marijuana cultivation facility use will not include industrial processes that emit significant smoke, noise, or odors, or handle hazardous materials. Wherever possible, this use will be located away from residential uses. When potential conflicts between land uses occur, buffering and landscaping will be provided to minimize the

impacts. Like residential growth, new industrial growth should be located in areas to best preserve surrounding agricultural uses and the natural environment. The BP Zone rezoning request meets the spirit of the light industrial mixed use land use designation.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED** with the following condition:

1. Remove all signs, on the structure and premises, that advertise a Marijuana Dispensary prior to the rezoning request being reviewed by City Council.

HEARING: Steven Duran, 2729 Farabaugh Lane, represented the application.

No one spoke in support or opposition for the application.

COMMISSION ACTION:

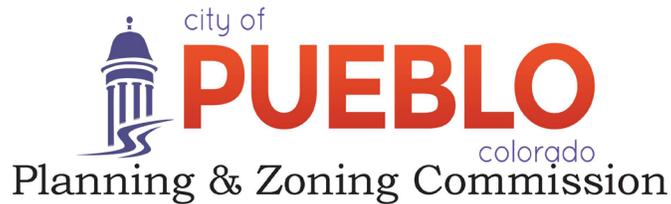
Motion to recommend approval of the rezoning made by Bailey, second by Schilling.

MOTION PASSED 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-21-19

TO: City of Pueblo, Planning and Zoning Commission
FROM: Bart Mikitowicz, Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
DATE: December 8, 2021
SUBJECT: Rezone from B-3 to BP
APPLICANT: Steven Duran
PROPERTY OWNER: Don Pagano
LOCATION: 2729 Farabaugh Lane, Pueblo, CO 81004
EXISTING ZONE: B-3, Highway and Arterial Business District
PROPOSED ZONE: BP, Business Park District
CONCURRENT REQUESTS: None

REQUEST:

The applicant is requesting to rezone the .7-acre parcel located at 2729 Farabaugh Lane from B-3, Highway and Arterial Business District to BP-Business Park to facilitate a change of use to a Retail Marijuana Cultivation Facility.

BACKGROUND AND ANALYSIS:

The property located at 2729 Farabaugh Lane has historically operated as Triple S Supply, Heating Equipment and Systems (1999-2005), Five Star Sanitary, Janitors Equipment and Supplies (2010), Waxie Sanitary Supply, Janitors Equipment and Supplier (2012), and Seven-One-Nine Medical Marijuana Dispensary (2016-Present).

The applicant currently operates a Medical Marijuana Center with an accessory use of Medical Marijuana Optional Cultivation with a Limited Use Permit at this location. Mr. Duran would like to convert the use of the premise to a Retail Marijuana Cultivation Facility, which is not permitted in a B-3 Zone District. Because of this, Mr. Duran and the property owner, Don Pagano, are requesting this parcel be rezoned to a BP Zone District which allows for a Retail Marijuana Cultivation Facility with a Conditional Use Permit.

STAFF REVIEW AND FINDINGS:

The site, proposed to be rezoned, and surrounding area were re-subdivided in 1976 to facilitate development for the Coca-Cola Company. The intent of the subdivision was to encourage development of warehousing, light industrial and commercial uses, creating a light industrial and business park. The proposed BP, Business Park Zone District, is designed to provide for a limited number of retail, office, warehouse, light industrial and manufacturing uses.

The subject property is surrounded by business and industrial uses including Pumps & More Plumbing Supply to the south, Muscle Monkey Functional Fitness to the southwest. North of the property is zoned B-3 and there is a BP district directly to the east. The BP rezoning request to allow a Retail Marijuana Cultivation facility is not anticipated to have a negative effect on the adjacent properties because a medical marijuana grow currently operates at this location and all surrounding businesses are light industrial in nature.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The existing building was built in 1999 and has served as multiple business including the current use as a Medical Marijuana Center with an accessory use of Medical Marijuana Optional Cultivation. The building exterior, parking, lighting, and landscaping are in good condition and well maintained. The site is on a corner lot with access from both Prairie Ave and Farabaugh Lane.

❑ **Neighborhood Compatibility:**

North	B-3, Highway and Arterial Business District
East	BP, Business Park District
South	B-3, Highway and Arterial Business District
West	I-2, Light Industrial District

❑ **Comprehensive Plan Compliance:**

The proposed rezoning request conforms with the Pueblo Comprehensive Plan designation of Employment Center – Light Industrial Mixed Use. Light Industry Mixed Use, such as manufacturing, assembling, research and development, provide tax revenues and jobs for the Region. These uses will be continued and expanded upon in a planned manner so as to minimize the impact on the public infrastructure. The proposed marijuana cultivation facility use will not include industrial processes that emit significant smoke, noise, or odors, or handle hazardous materials. Wherever possible, this use will be located away from residential uses. When potential conflicts between land uses occur, buffering and landscaping will be provided to minimize the impacts. Like residential growth, new industrial growth should be located in areas to best preserve surrounding agricultural uses and the natural environment. The BP Zone rezoning request meets the spirit of the light industrial mixed use land use designation.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

❑ **Minimum lot size and area:**

- The BP Zone District requires a minimum of twenty thousand square foot (20,000 sqft) of lot area, with a minimum of one hundred foot (100') wide street frontage.
- 2729 Farabaugh Lane is 31,593 square feet and has a lot width of 170-feet along Prairie Ave and 170- feet along Farabaugh Lane.
- The existing site has been reviewed, and it complies with the minimum lot area and width for the proposed zone district.

❑ **Lot coverage:**

- The BP Zone District allows a maximum lot coverage of 50%.
- The current structure on the property covers approximately 19-percent of the lot.

❑ **Zone District performance standards:**

1. Noise from industrial, commercial or business activity shall comply with Section 11-1-607 of this Code applicable to light industrial zone districts, provided that if located within three hundred (300) feet of a residential zone district the industrial or business activity shall comply with Section 11-1-607 of this Code applicable to commercial zones. *The proposed Retail Marijuana Cultivation facility is not anticipated to produce detectible noise at the property line.*
2. No vibrations resulting from any industrial, commercial or business activity shall be measurable at the outer boundaries of the lot. *The proposed Retail Marijuana Cultivation facility is not anticipated to produce detectible vibrations.*
3. No odors resulting from any industrial, commercial or business activity shall be discernible at the outer boundaries of the lot. *The applicant states that the structure is outfitted with carbon filters to "scrub the air." Mr. Duran states that the filters have been very effective at mitigating odors and he has not received any complaints regarding odor since they began growing medical marijuana in 2015.*
4. No observable smoke shall be emitted from the parcel. *The proposed Retail Marijuana Cultivation facility is not anticipated to produce observable smoke.*
5. No dust or dirt resulting from any industrial, commercial or business activity shall be discernible beyond the outer boundaries of the lot. *The entire lot is paved, developed and landscaped; therefore, no dust or dirt resulting from the proposed cultivation use is anticipated.*
6. No noxious gases resulting from any industrial, commercial or business activity shall be discernible beyond the outer boundaries of the lot. *The proposed marijuana cultivation facility is not anticipated to create noxious gases.*
7. No glare or heat generated from any industrial, commercial or business activity shall be discernible beyond the outer boundaries of the lot. *The proposed marijuana cultivation facility is not anticipated to create glare or heat discernible at the property lines.*
8. No use that would cause interference with or disrupt utility service including, without limitation, electrical, cable, television or telecommunications services to surrounding properties shall be allowed. *The proposed marijuana cultivation facility is not anticipated to cause interference with utility services.*
9. Outside storage of debris, rubbish, materials, supplies and equipment shall be enclosed on all sides by a screening wall or solid fence at least six (6) feet, but no more than ten (10) feet, in height. Neither debris, rubbish, materials, supplies nor equipment shall be stacked or stored to a height exceeding the height of the screening wall or fence. *Outside storage of debris, rubbish, materials, supplies and equipment are enclosed on all sides by a solid six (6) foot wooden fence.*

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 name and address of the owner and applicant.**

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 **Steven Duran, applicant is the owner of Seven One Nine Medical Marijuana Center and will own and operate the Retail Marijuana Cultivation facility if the rezoning request is approved.**

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

- Comments **A full legal description of the property was provided with the application and is attached to the staff report.**

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 applicant proposes to discontinue the Medical Marijuana Center use, which includes the cultivation of medical marijuana and replace the use with a Retail Marijuana Cultivation use. Both uses include the growing of marijuana, the primary difference of the proposed retail use is that medical marijuana consumers/patrons will not be visiting the site.**

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

- Comments **The property is currently developed, and the Conditional Use Permit request includes a site plan. The rezoning exhibit includes a site plan.**

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

- Comments **The applicant indicated that the Retail Marijuana Cultivation use will begin as soon as the property is rezoned, the Conditional Use Permit and licensing are approved.**

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

- Comments **Not provided.**

RECOMMENDED ACTION:

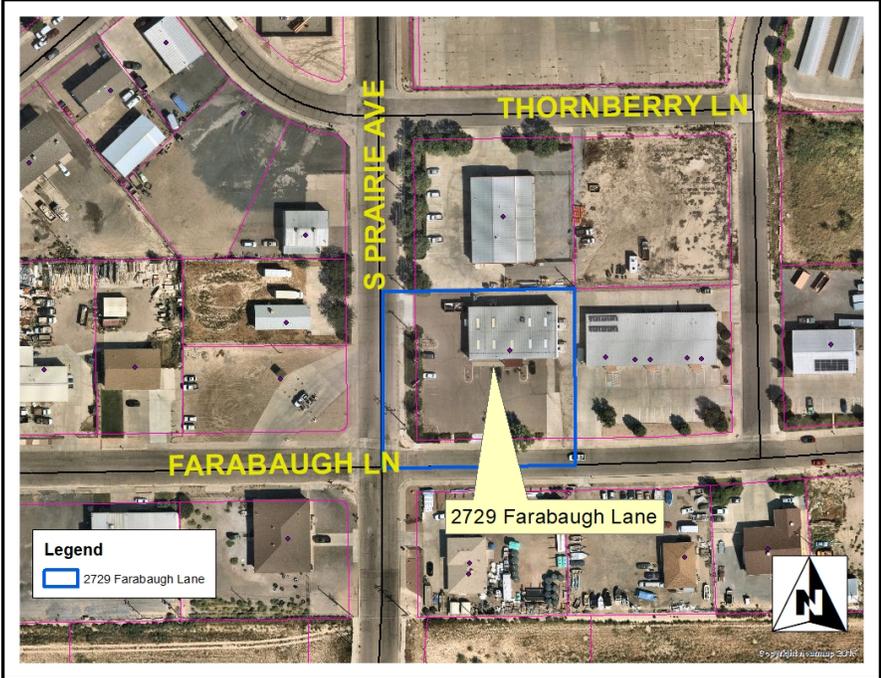
Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED** with the following condition:

- Remove all signs, on the structure and premises, that advertise a Marijuana Dispensary prior to the rezoning request being reviewed by City Council.

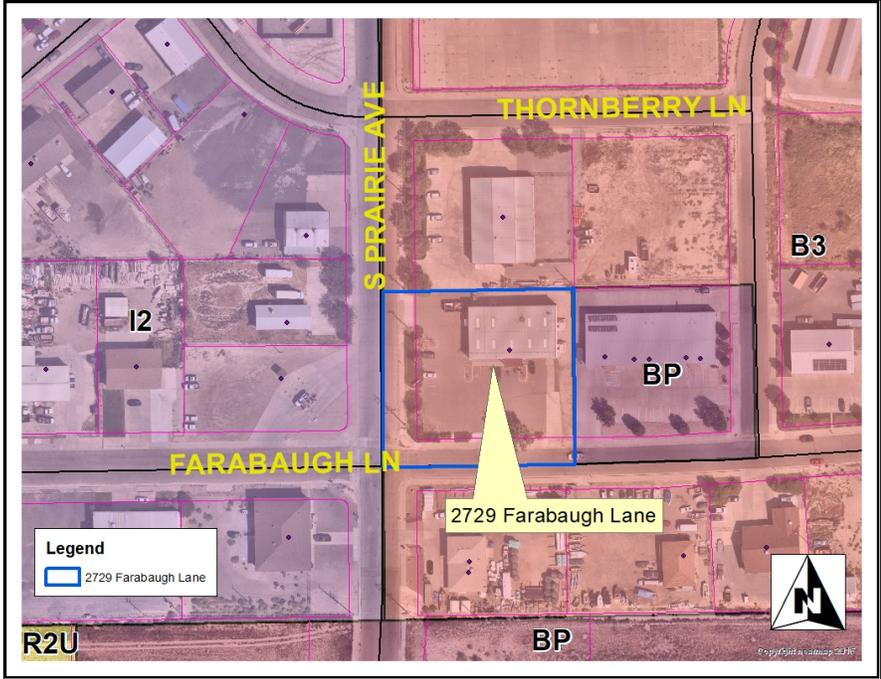
ATTACHMENTS:

- A. **Location Map**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Site Photographs**
- E. **Rezoning Exhibit**
- F. **Application**

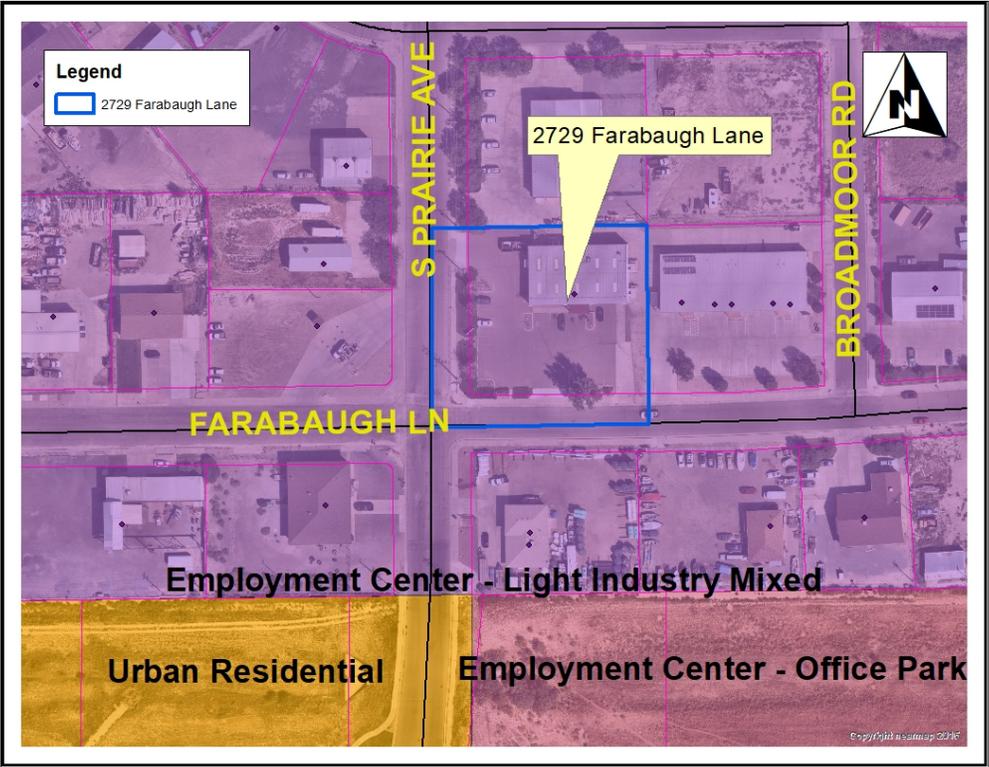
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



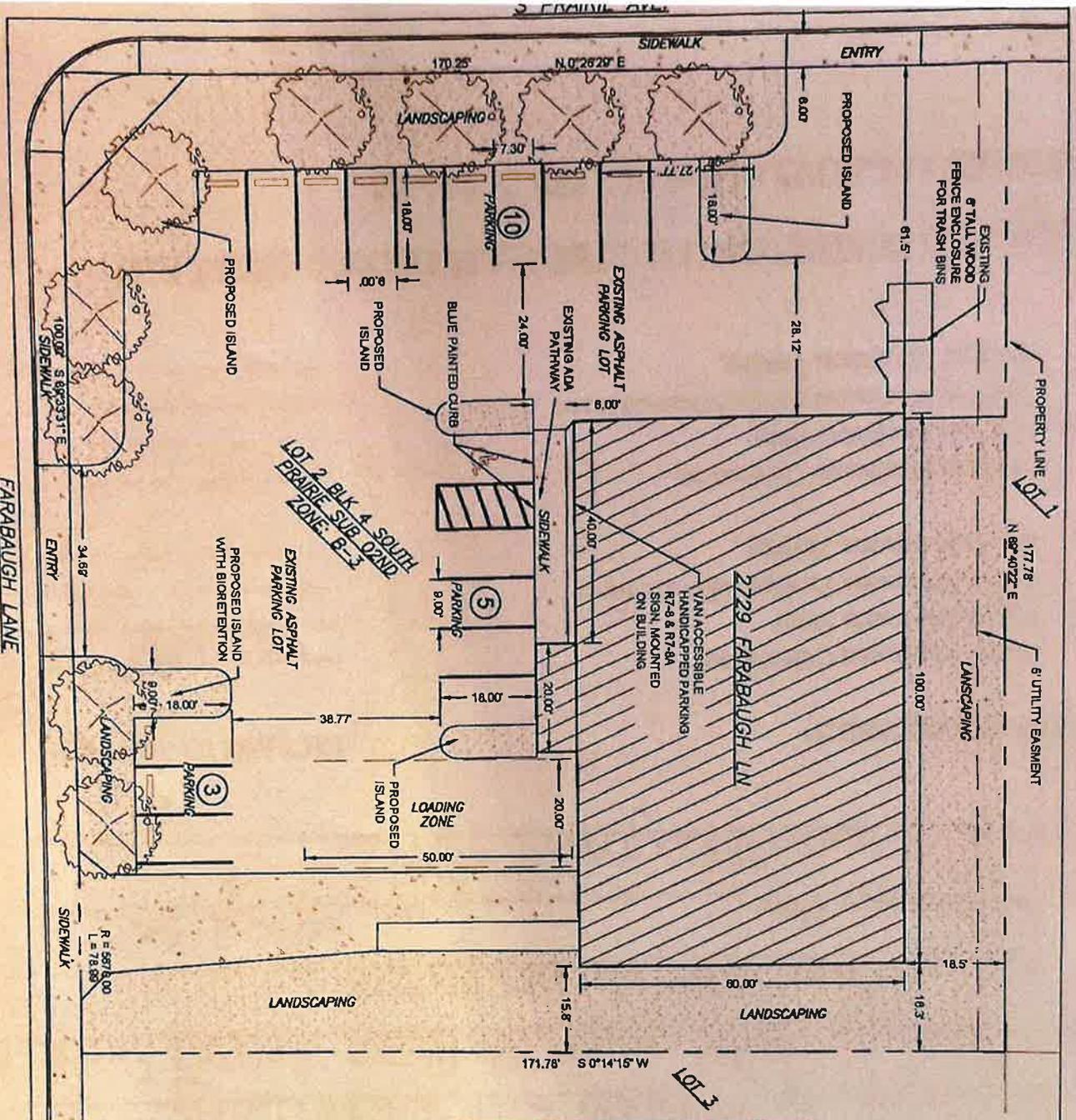
D. Site Photographs, Public Notice Poster



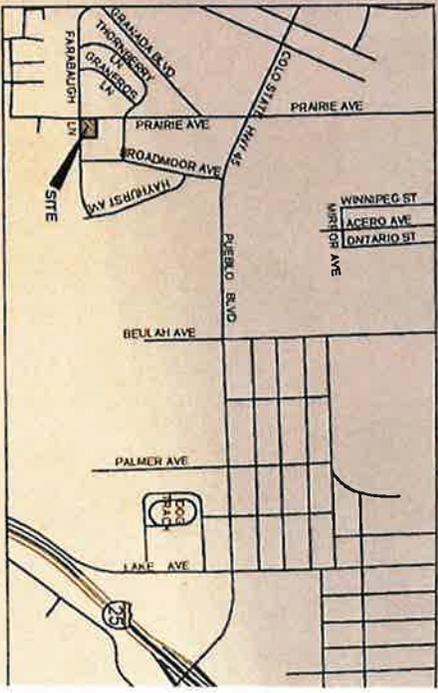
D. Site Photograph Looking North from Farabaugh



D. Site Photograph Looking East from S. Prairie Ave



FARABAUGH LANE
SITE PLAN
 SCALE 1/320



PARKING REQUIRED
 ZONE... 33 DISTRICT SHALL BE PROVIDED WITH AT LEAST TEN (10) PARKING SPACES PLUS ONE (1) ADDITIONAL PARKING SPACE FOR EACH TWO HUNDRED FIFTY SQUARE FEET OF GROSS FLOOR AREA IN EXCESS OF TWO THOUSAND FIVE HUNDRED (2,500) SQUARE FEET.

3690230 = 14 SPACES REQUIRED

EXISTING BUILDING PARKING PROVIDED
 17 SPACES
 1 VAN ACCESSIBLE ADA SPACE
 16 TOTAL EXISTING PARKING SPACES PROVIDED

VICINITY MAP
 SCALE NTS



Planning & Community Development

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

Planning & Zoning Map Amendment Application (Rezoning)

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

Property Owner	
Name:	Don Pagano
Company:	First Farabaugh Rental
Address:	89 Purdue Pueblo, CO
Zip:	81005
Phone: (719)	248-4067
Email:	don.pagano@comcast.net
Applicant	
Name:	Steven Duran
Company:	Colorado Kush
Address:	PO Box 2478, Pueblo CO
Zip:	81005
Phone: (719)	821-3845
Email:	saduran719@gmail.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name:	N/A
Company:	
Address:	
Zip:	
Phone: ()	
Email:	
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location:	
(address or general description)	2729 Farabaugh Lane, Pueblo, Colorado 81004
Parcel#	1-5-14-3-20-007
Legal Description: Lot 2 Block 4 South Prairie Subdivision 2nd filing	
Subdivision:	Acreage:
Existing Zone District:	
B3	BP
Proposed Zone District:	

Purpose of this Application:

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

(Continued from previous page)

Statement of Facts:

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

We are currently operating a medical grow in a B3 and would like to instead operate a recreational grow in a BP.

Description of area surrounding proposed development:

Existing building there will not be any further development other than converting into a recreational grow at which will only require changing of our plant tags from yellow to blue tags.

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.

NA

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

Estimated date for beginning project: NA

Estimated date for completion of project: NA

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

6

Existing Medical grow

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

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

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

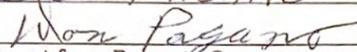
Office Use Only	Zoning Compliance (Completed by City Staff)	
	Application received by:	Date:
	Application checked for completeness by:	Date:
	Case Manager:	Fee Paid:
	Hearing date:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Approved w/conditions



Planning & Community Development

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

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

Property Owner		
Print Name:	Ron Pagano	
Signature:		Date: 10-4-21
Applicant, if different from Property Owner		
Print Name:	Steven Duran	
Signature:		Date: 10/4/21

November 16, 2021

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Steven Duran** for the approval of the following application(s):

Z-21-19: 2729 Farabaugh Lane. The rezoning of a 31,593 square foot lot generally located at the northeast intersection of Prairie Ave and Farabaugh Ln currently zoned B-3 to BP, Business Park District

The Planning and Zoning Commission meeting will be held on Wednesday December 8th, at 3:30 p.m., by Zoom: Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Bart Mikitowicz, Planner
(719) 553-2259

November 16, 2021

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Steven Duran** for the approval of the following application(s):

Z-21-19: 2729 Farabaugh Lane. The rezoning of a 31,593 square foot lot generally located at the northeast intersection of Prairie Ave and Farabaugh Ln currently zoned B-3 to BP, Business Park District

The Planning and Zoning Commission meeting will be held on Wednesday December 8th, at 3:30 p.m., by Zoom: Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Bart Mikitowicz, Planner
(719) 553-2259

November 16, 2021

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Steven Duran** for the approval of the following application(s):

Z-21-19: 2729 Farabaugh Lane. The rezoning of a 31,593 square foot lot generally located at the northeast intersection of Prairie Ave and Farabaugh Ln currently zoned B-3 to BP, Business Park District

The Planning and Zoning Commission meeting will be held on Wednesday December 8th, at 3:30 p.m., by Zoom: Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Bart Mikitowicz, Planner
(719) 553-2259

November 16, 2021

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Steven Duran** for the approval of the following application(s):

Z-21-19: 2729 Farabaugh Lane. The rezoning of a 31,593 square foot lot generally located at the northeast intersection of Prairie Ave and Farabaugh Ln currently zoned B-3 to BP, Business Park District

The Planning and Zoning Commission meeting will be held on Wednesday December 8th, at 3:30 p.m., by Zoom: Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Bart Mikitowicz, Planner
(719) 553-2259

CASE NUMBER Z-21-19

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 2729 Farabaugh Lane 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.

11-23-21

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 2729 Farabaugh Lane, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

11-23-21

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
M 3 REAL ESTATE LLC	121 W CUCHARRAS ST	COLORADO	CO	80903-3303
W G PROPERTIES LLC, PICKARD WALT,	142 ALHAMBRA DR	PUEBLO	CO	81005-3902
MALDONADO RONALD D + ELIZABETH A + AI	1611 KINGSROYAL BLVD	PUEBLO	CO	81005-2164
O NEAL SUSAN C + JAMES E JR + JAME +351	25101 RIDGE WAY	GOLDEN	CO	80401-9633
ALARID GEORGE + BETTY	2561 GLADIOLA ST	PUEBLO	CO	81005-2824
MUNIZ JUAN I + MARIA DEJESUS	2700 FARABAUGH LN	PUEBLO	CO	81004-5804
GONZALES GARY G + JEANNE M	2819 FARABAUGH LN	PUEBLO	CO	81005-3192
PUEBLO DIVERSIFIED INDUSTRIES	2828 GRANADA BLVD	PUEBLO	CO	81005-3104
B TEC LLC	2904 GRANEROS LN	PUEBLO	CO	81005-3184
D B R ENTERPRISES LLC	3130 BROADMOOR RD	PUEBLO	CO	81004-5842
T2 OUTLAW FITNESS LLC	414 STARLITE DR	PUEBLO	CO	81005-2688
WYATT AARON	46 STANFORD AVE	PUEBLO	CO	81005-1605
RIEKENA ROGER A AND MARY REVOCABLE	544 STARLITE DR	PUEBLO	CO	81005-2691
AMPI LLC	5555 DTC PKY STE 272	GREENWOOD	CO	80111-3005
HAYWORTH EDWARD J	6135 STATE HWY 78	PUEBLO	CO	81005-9612
ACORN PETROLEUM INC	76 S SIERRA MADRE ST	COLORADO	CO	80903-3309
MASCARENAS ELI O JR/MASCARENAS KA	8 IRONWEED DR	PUEBLO	CO	81001-1016
M 3 REAL ESTATE LLC	855 BROADVIEW PL	COLORADO	CO	80904-1801
FIRST FARABAUGH RENTAL LLC	89 PURDUE ST	PUEBLO	CO	81005-1633
KM GARCIA PROPERTIES LLC	97 FORDHAM CIR	PUEBLO	CO	81005-1647
CITY OF PUEBLO A MUNICIPAL CORPORATION	PO BOX 1427	PUEBLO	CO	81002-1427
COCA COLA BOTTLING CO OF NEW YORK	PO BOX 1734	ATLANTA	GA	30301-1734



city of
PUEBLO
colorado

**BACKGROUND PAPER FOR PROPOSED
ORDINANCE**

COUNCIL MEETING DATE: December 27, 2021

TO: President Lawrence W. Atencio and Members of City Council
CC: Nicholas A. Gradisar, Mayor
VIA: Marisa Stoller, City Clerk
FROM: Scott Hobson, Acting Director of Planning and Community Development
SUBJECT: AN ORDINANCE CHANGING THE STREET NAME OF PALMER AVENUE TO LAKESHORE DRIVE

SUMMARY:

The City is requesting to change the street name of Palmer Avenue to Lakeshore Drive between the intersection of the existing Lakeshore Drive and Palmer Avenue intersection heading south to the terminus of Palmer Avenue.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Palmer Avenue is a historic street within the City of Pueblo, beginning in the Mesa Junction Neighborhood extending south to Lake Minnequa where it terminates just north of Corwin International Magnet School and Lake Minnequa. Palmer Avenue begins once again south of Lake Minnequa extending approximately 2,500 feet where it terminates. Palmer Avenue was initially subdivided in the late 1880's. The street was consistently included within subdivisions throughout the early 1900's as development extended south. The City is proposing to change the name of a portion of Palmer Avenue, located south of Lake Minnequa, to clean up the alignment with the recently subdivided Lakeshore Drive (Minnequa Lake Subdivision, Filing No. 1) and reduce addressing confusion for drivers and emergency services responding to calls on Palmer Avenue. The portion of Palmer Avenue proposed for a name change has one property addressed on the street, the Pueblo Calf Roping Club. The Calf Roping Club was notified of the street name change by certified Mail.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 8, 2021 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, the current street name would remain.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:

Proposed Ordinance

Minutes of the Planning and Zoning Commission December 8, 2021 Public Hearing

Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. 10097

AN ORDINANCE CHANGING THE STREET NAME OF
PALMER AVENUE TO LAKESHORE DRIVE

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

SECTION 1.

The street known as Palmer Avenue is hereby changed to Lakeshore Drive from the intersection of the Lakeshore Drive and Palmer Avenue south a distance of 1,775 feet to the southern terminus of Palmer Avenue.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 27, 2021.

Final adoption of Ordinance by City Council on January 10, 2022 .



President of City Council

Action by the Mayor:

- Approved on January 12, 2022 .
- Disapproved on _____ based on the following objections:

Hilda Lewis
Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

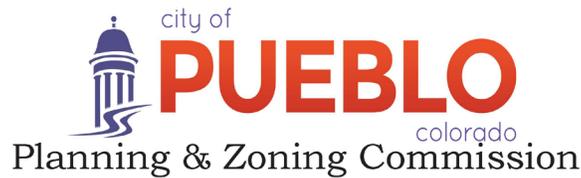
ATTEST

Ly Galt
City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, December 8, 2021 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGBnlCdHRrUHNFZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.

The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Bob Schilling, and Lisa Bailey.

Commissioners Absent: none

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Planner; Bart Mikitowicz, Planner; Danielle Baxter, Planner; and Joe Martellaro, Associate Engineer II.

- SNC-21-04 Street Name Change Lakeshore Drive:** Change of street name for a portion of Palmer Avenue from Lakeshore Drive south to the Palmer Avenue terminus.

Staff Report by Bart Mikitowicz, Planner

To change the street name of from Palmer Avenue to Lakeshore Drive between the intersection of the existing Lakeshore Drive and Palmer Avenue intersection heading south to the terminus of Palmer Avenue.

STAFF REVIEW AND FINDINGS:

Palmer Avenue is a historic street within the City of Pueblo, beginning in the Mesa Junction Neighborhood extending south to Lake Minnequa where it terminates just north of Corwin International Magnet School and Lake Minnequa. Palmer Avenue begins once again south of Lake Minnequa extending approximately 2,500 feet where it terminates. Palmer Avenue was initially subdivided in the late 1880's, the street was consistently included within subdivisions throughout the early 1900's as development extended south.

The City is proposing to change the name of a portion of Palmer Avenue, located south of Lake Minnequa, to clean up the alignment with the recently subdivided Lakeshore Drive (Minnequa Lake Subdivision, Filing No. 1) and reduce addressing confusion for drivers and emergency services responding to calls on Palmer Avenue. The portion of Palmer Avenue proposed for a name change has one property addressed on the street, the Pueblo Calf Roping Club. The Calf Roping Club was notified of the street name change by certified Mail.

Minnequa Lake Subdivision, Filing No. 1, was approved in 2020 and was created to facilitate development of a concession/restroom structure, parking lot, and park shelter. The subdivision created an extension of Lakeshore Drive to the south, which intersects with Palmer Avenue just north of Reno Avenue. The proposed street name change will continue Lakeshore Drive south past W. Pueblo Boulevard and will require future extensions of the street, identified in the Pueblo Council of Governments Long Range Transportation Plan, to be named Lakeshore Drive. A 760-foot section of unimproved Palmer Avenue will remain north of Reno Avenue, allowing one single family residence to keep their current Palmer Avenue address (2740 Palmer Avenue).

Renaming the southern portion of improved Palmer Avenue, will provide consistency with the City's Street naming standards, which does not allow for substantial gaps in the street and limit confusion for first responders. Currently, Minnequa Lake/Park and Corwin International Magnet School create a .8-mile gap in the street, which has the potential of slowing emergency response times if police, fire or other emergency services access Palmer Avenue from Pueblo Boulevard and have to take a significant detour around the Lake using local roads to access the northern portion of Palmer Avenue. Additionally, changing the name will reduce driver confusion for similar reasons.

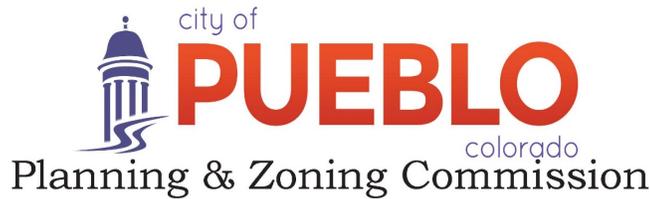
MOTION: Motion to recommend approval of the Street Name Change was made by Schilling, second by Bailey.

MOTION PASSED 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

SNC-21-04

TO: City of Pueblo, Planning and Zoning Commission
FROM: Bart Mikitowicz, Planner and Beritt Odom, Principal Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
DATE: December 8, 2021
SUBJECT: Street Name Change Palmer Avenue to Lakeshore Drive
APPLICANT: City of Pueblo
PROPERTY OWNER: City of Pueblo, Public Right of Way
LOCATION: Palmer Avenue from Lakeshore Drive south to the Palmer Avenue terminus

Request:

To change the street name of from Palmer Avenue to Lakeshore Drive between the intersection of the existing Lakshore Drive and Palmer Avenue intersection heading south to the terminus of Palmer Avenue.

Applicable Regulations:

Pueblo City-County Addressing Standards

Staff Review and Findings:

Palmer Avenue is a historic street within the City of Pueblo, beginning in the Mesa Junction Neighborhood extending south to Lake Minnequa where it terminates just north of Corwin International Magnet School and Lake Minnequa. Palmer Avenue begins once again south of Lake Minnequa extending approximately 2,500 feet where it terminates. Palmer Avenue was initially subdivided in the late 1880's, the street was consistently included within subdivisions throughout the early 1900's as development extended south.

The City is proposing to change the name of a portion of Palmer Avenue, located south of Lake Minnequa, to clean up the alignment with the recently subdivided Lakeshore Drive (Minnequa Lake Subdivision, Filing No. 1) and reduce addressing confusion for drivers and emergency services responding to calls on Palmer Avenue. The portion of Palmer Avenue proposed for a name change has one property addressed on the street, the Pueblo Calf Roping Club. The Calf Roping Club was notified of the street name change by certified Mail.

Minnequa Lake Subdivision, Filing No. 1, was approved in 2020 and was created to facilitate development of a concession/restroom structure, parking lot, and park shelter. The subdivision created an extension of Lakeshore Drive to the south, which intersects with Palmer Avenue just north of Reno Avenue. The proposed street name change will continue Lakeshore Drive south past W. Pueblo Boulevard and will require future extensions of the street, identified in the Pueblo Council of Governments Long Range Transportation Plan, to be named Lakeshore Drive. A 760-foot section of unimproved Palmer Avenue will remain north of Reno Avenue, allowing one single family residence to keep their current Palmer Avenue address (2740 Palmer Avenue).

Renaming the southern portion of improved Palmer Avenue, will provide consistency with the City's Street naming standards, which does not allow for substantial gaps in the street and limit confusion for first responders. Currently, Minnequa Lake/Park and Corwin International Magnet School create a .8-mile gap in the street, which has the potential of slowing emergency response times if police, fire or other emergency services access Palmer Avenue from Pueblo Boulevard and have to take a significant detour around the Lake using local roads to access the northern portion of Palmer Avenue. Additionally, changing the name will reduce driver confusion for similar reasons.

ATTACHMENTS:

- A. Application
- B. Map of Proposed Street Name Change



Planning & Community Development

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

Planning & Zoning Application

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

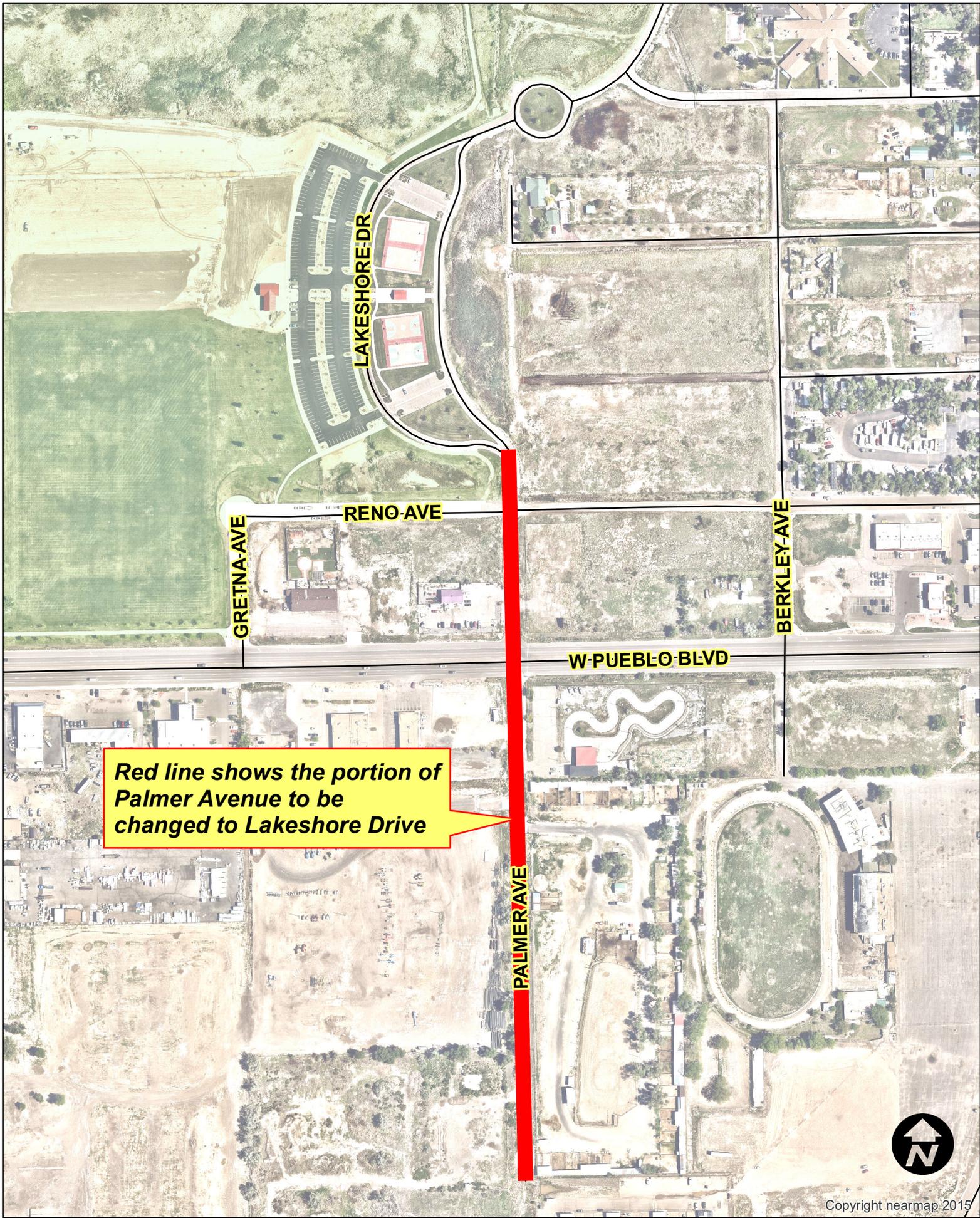
Contact Info	Property Owner		Applicant	
	Name: City of Pueblo - Planning Dept.		Name: City of Pueblo - Planning Dept.	
	Company		Company:	
	Address: 211 E. 'D' Street	Zip: 81003	Address: 211 E. 'D' Street	Zip: 81003
	Phone: (719) 553-2259		Phone: (719) 553-2259	
	Email:		Email:	
	Engineer		Surveyor	
	Name:		Name:	
	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: <small>(address or general description)</small> Palmer Avenue from Lakeshore Drive south to the Palmer Avenue terminus			
	Parcel No(s): n/a			
	Existing Zone:		Proposed Zone (if applicable):	
	PUD Name (if applicable):			
Project Scope	Project Name:			
	<input type="checkbox"/> Rearrangement of Property Boundaries: # of existing lots; _____ Total acres: _____			
	<input type="checkbox"/> Overall Development Plan			
	<input type="checkbox"/> Site Plan Review: Building area: _____ sf ○ HARP ○ Development Plan ○ PUD ○ Student Housing			
	<input type="checkbox"/> Special Area Plan			
	<input checked="" type="checkbox"/> Street Name Change: Existing Name: <u>Palmer Avenue</u> Proposed Name: <u>Lakeshore Drive</u>			
	<input type="checkbox"/> Subdivision: # of lots; _____ Total acres: _____			
	<input 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: (separate narrative as Attachment A also required)	
	To change the name of a portion of Palmer Avenue to Lakeshore Drive. The portion of Palmer Avenue that is being	
	proposed for the street name change is from Lakeshore Drive south to the Palmer Avenue terminus.	
	What is the total acreage included in the project?	n/a
	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 type="checkbox"/> Other	
Attachments	Attachment Checklist	
	The following list of attachments are required to accompany all applications:	
	<input type="checkbox"/> A. Detailed explanation of the request as listed above. Be specific <input type="checkbox"/> B. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. <input type="checkbox"/> C. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us) <input type="checkbox"/> D. 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:	City of Pueblo
	Signature:	Date:
	Applicant, if different from Property Owner	
	Print Name:	Date:

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



Red line shows the portion of Palmer Avenue to be changed to Lakeshore Drive



Copyright nearmap 2015

ATTACHMENT B

10/18/2021

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by the **City of Pueblo** for the approval of the following application:

SNC-21-04; Street Name Change. Palmer Avenue toLakeshore Drive

The Planning and Zoning Commission Public Hearing is the Tuesday, December 8th 2021 at 3:30 p.m., by Zoom: Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799. You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Bart Mikitowicz**, Planner
(719) 553-2321

10/18/2021

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by the **City of Pueblo** for the approval of the following application:

SNC-21-04; Street Name Change. Palmer Avenue toLakeshore Drive

The Planning and Zoning Commission Public Hearing is the Tuesday, December 8th 2021 at 3:30 p.m., by Zoom: Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799. You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Bart Mikitowicz**, Planner
(719) 553-2321

10/18/2021

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by the **City of Pueblo** for the approval of the following application:

SNC-21-04; Street Name Change. Palmer Avenue toLakeshore Drive

The Planning and Zoning Commission Public Hearing is the Tuesday, December 8th 2021 at 3:30 p.m., by Zoom: Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799. You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Bart Mikitowicz**, Planner
(719) 553-2321

10/18/2021

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by the **City of Pueblo** for the approval of the following application:

SNC-21-04; Street Name Change. Palmer Avenue toLakeshore Drive

The Planning and Zoning Commission Public Hearing is the Tuesday, December 8th 2021 at 3:30 p.m., by Zoom: Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799. You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Bart Mikitowicz**, Planner
(719) 553-2321

**DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO**

**Submitted November 16, 2021
Published November 20, 2021**

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the 8th day of December, 2021 The Planning and Zoning Commission of Pueblo will hold a hearing for the following:

To join, dial 1-346-248-7799 Meeting ID: 927 1786 7722 Passcode: 195462
Please see the agenda for the zoom link

SNC-21-04: Street Name Change, changing the name of Palmer Avenue to Lakeshore Drive beginning at Lakeshore Drive south to the Palmer Avenue terminus.

A draft of the proposed street name change will be posted on www.pueblo.us/PandZ under "Most Recent Agenda" and on file in the office of the Department of Planning and Community Development and will be available for viewing and printing, typically the Friday prior to the meeting.

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed amendments. Individuals who require special arrangements to participate are encouraged to contact the Planning Department at least 72 hours in advance.

After the public hearing and recommendation by the Planning and Zoning Commission, the ordinance adopting the proposed street name change will be considered by the City Council at a public hearing. Notice of the public hearing before the City Council will be published in the Pueblo Chieftain at least fifteen (15) days prior to the hearing. Any interested person may appear and be heard at such public hearing and may call the Department of Planning and Community Development for the time and date of such public hearing.

Scott Hobson
Administrative Official
(719) 553-2244

CASE NUMBER SNC-21-04

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Palmer Avenue to Lakeshore Dr to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

11-23-21

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
URBAN RENEWAL AUTHORITY OF PUEBLO	115 E RIVERWALK SUITE 4	PUEBLO	CO	81003-3337
KACHINA ACRES LLC	1245 SW 5TH CT	BOCA RATON	FL	33422-7174
KACHINA ACRES LLC	1245 SW 5TH CT	BOCA RATON	FL	33422-7174
HA MYUNG SOOK + YOO BYUNG MA	1616 S PUEBLO BLVD	PUEBLO	CO	81005-2102
M G + L G LLC	1626 W PUEBLO BLVD	PUEBLO	CO	81004-3868
WAGNER EQUIPMENT CO + C/O FACI	18000 SMITH RD	AURORA	CO	80011-3511
STUPNIK WALTER F	2170 FALLVIEW DR	PUEBLO	CO	81006-1722
M + F OZ FUND LLC	31203 LAKEVIEW BEND LN	SPRING	TX	77386-3391
POLLIWOG FARMS LLC	3217 LAKE AVE	PUEBLO	CO	81004
VIGIL DENISE VERA	3663 S SHERIDAN BLVD A1	DENVER	CO	80235-2901
CLARABELLE LLC	4220 HEMLOCK RD	COLORADO SP	CO	80917-2023
PUEBLO SPT LLC	431 OGDEN LN	NEW BRAUNFITX		78130-2980
HANSEN ANDREA	4530 FIELD ST	WHEAT RIDGE	CO	80033-3049
OBERT RICHARD J	526 WARREN AVE	COLORADO SP	CO	80905-2344
COPPER SPUR PROPERTIES LLC	6270 JOYCE DR	ARVADA	CO	80403-7542
PUEBLO CALF ROPING CLUB + C/O BR	8590 PINE DR	BEULAH	CO	81023-9771
CITY OF PUEBLO A MUNICIPAL CORP	(PO BOX 1427	PUEBLO	CO	81002-1427



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 27, 2021

TO: President Lawrence W. Atencio and Members of City Council
CC: Mayor Nicholas A. Gradisar
VIA: Marisa Stoller, City Clerk
FROM: Daniel C. Kogovsek, City Attorney
SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBORDINATION OF DEED OF TRUST AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MOUNTAIN VIEW TOWNHOMES, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP AND THE COLORADO HOUSING AND FINANCE AUTHORITY, A BODY CORPORATE AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO RELATING TO THE MOUNTAIN VIEW TOWNHOMES PROJECT

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a Subordination of Deed of Trust Agreement relating to Housing Authority of the City of Pueblo's Mountain View Townhomes Project.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

On April 30, 2020, the City made a loan to Mountain View Townhomes, LLLP ("Borrower") in the principal amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) in connection with the project commonly known as Mountain View Townhomes. Borrower signed a Promissory Note dated April 30, 2020, which was secured by a Deed of Trust also dated April 30, 2020, encumbering the Mountain View Townhomes property. The Deed of Trust was recorded on May 6, 2020, under Reception No. 2177205 in the real estate records of the Clerk and Recorder of Pueblo County.

Borrower has requested a loan from the Colorado Housing and Finance Authority ("CHFA") in the principal amount of One Million Four Hundred Twenty-Five Thousand and No/100 Dollars (\$1,425,000.00) to also be secured by a Deed of Trust encumbering the Mountain View Townhomes property.

CHFA is willing to make the loan to Borrower on the condition that CHFA's Deed of Trust become superior to the lien of any other party including the City's Deed of Trust. The attached agreement subordinates the City's Deed of Trust to the CHFA Deed of Trust.

FINANCIAL IMPLICATIONS:

The City's Deed of Trust will be subordinate to CHFA's Deed of Trust until the CHFA loan is repaid by the Borrower on or before 2057. Should the Borrower default under the terms of the Promissory Note and Deed of Trust given for the benefit of the City, CHFA must consent to any foreclosure action brought by the City against the Borrower. In the event of such a default, CHFA has agreed to cooperate with the City to achieve a financial resolution which is acceptable to all parties.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

A no-action alternative would leave the Mountain View Townhomes project without permanent financing from CHFA.

RECOMMENDATION:

Approve the Ordinance.

Attachments:

Proposed Ordinance

Proposed Subordination of Deed of Trust Agreement.

ORDINANCE NO. 10098

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBORDINATION OF DEED OF TRUST AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MOUNTAIN VIEW TOWNHOMES, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP AND THE COLORADO HOUSING AND FINANCE AUTHORITY, A BODY CORPORATE AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO RELATING TO THE MOUNTAIN VIEW TOWNHOMES PROJECT

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

SECTION 1.

The Subordination of Deed of Trust Agreement between the City of Pueblo, a Colorado municipal corporation and the Mountain View Townhomes LLLP, a Colorado limited liability limited partnership and the Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado, dated on or about January 10, 2022, a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Agreement in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or appropriate to implement transactions described therein.

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 27, 2021.

Final adoption of Ordinance by City Council on January 10, 2022 .



President of City Council

Action by the Mayor:

- Approved on January 12, 2022.
- Disapproved on _____ based on the following objections:

Hilda Lewis
Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

[Signature]
City Clerk

After Recording Return To:
 Colorado Housing and Finance Authority
 1981 Blake Street
 Denver, Colorado 80202-1272
 Attn: Jocelyn Bailey, Paralegal

SUBORDINATION OF DEED OF TRUST

THIS SUBORDINATION OF DEED OF TRUST (the “**Agreement**”) is dated as of January 10, 2022, by MOUNTAIN VIEW TOWNHOMES, LLLP a Colorado limited liability limited partnership (“**Borrower**”), the CITY OF PUEBLO, COLORADO, a Municipal Corporation (the “**Subordinate Lender**”) and COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado (the “**Senior Lender**”).

RECITALS:

A. Subordinate Lender made a loan to Borrower in the original principal amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) (the “**Subordinate Loan**”), in connection with the project commonly known as Mountain View Townhomes with multiple addresses in Pueblo, Colorado, as more particularly described on Exhibit A, attached hereto and made a part hereof by this reference (the “**Property**”). The Subordinate Loan is evidenced by that certain Promissory Note dated April 30, 2020, made by Borrower for the benefit of Subordinate Lender (the “**Subordinate Note**”). The Subordinate Note is secured by that certain Deed of Trust for the benefit of the Subordinate Lender dated April 30, 2020, recorded on May 6, 2020, under Reception No. 2177205 (the “**Subordinate Deed of Trust**”), in the real estate records of the Clerk and Recorder of the County of Pueblo, Colorado (the “**Records**”). The Subordinate Note, Subordinate Deed of Trust and all other documents and agreements related to the Subordinate Loan are collectively referred to herein as the “**Subordinate Loan Documents**”).

B. Borrower has executed, or is about to execute, a Promissory Note payable to the Senior Lender (the “**Senior Note**”) in up to the original principal amount of One Million Four Hundred Twenty-Five Thousand and No/100 Dollars (\$1,425,000.00 (the “**Senior Loan**”). The Senior Note is secured by a Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Rents and Leases, executed by Borrower and recorded in the Records on _____, 2022 at Reception No. _____ (the “**Senior Deed of Trust**”), which encumbers Borrower’s interest in the Property. The Senior Note, Senior Deed of Trust and that certain Regulatory Agreement dated _____, 2022 between Senior Lender and Borrower (the “**Senior Regulatory Agreement**”), and all other documents and agreements evidencing, securing and/or executed in connection with the Senior Loan are collectively referred to herein as the “**Senior Loan Documents**”).

C. It is a condition precedent to obtaining the Senior Loan, that the Senior Deed of Trust and Senior Regulatory Agreement shall unconditionally be and remain at all times a lien or charge upon the Property prior and superior to the lien or charge of any other lien or encumbrance except the encumbrance of that certain Rental Demonstration Assistance Use Agreement between Borrower and United States Department of Housing and Urban Development dated April 23, 2020 and recorded May 6, 2020 at Reception 2177198 in the Records.

D. The Senior Lender is willing to make the Senior Loan to Borrower provided the Subordinate Lender will specifically and unconditionally subordinate the lien or charge of the Subordinate Deed of Trust to the lien or charge of the Senior Deed of Trust and Senior Regulatory Agreement.

E. It is to the mutual benefit of all parties to this Agreement that the Senior Lender make such loan to Borrower; and Subordinate Lender agrees that the Senior Deed of Trust and Senior Regulatory Agreement, when recorded, will constitute a lien or charge upon the Property, which is unconditionally prior and superior to the lien or charge of the Subordinate Deed of Trust.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Senior Lender to make the Senior Loan to Borrower, it is hereby declared, understood and agreed as follows:

1. **Subordination.** The Subordinate Lender hereby represents to Senior Lender that it is the current beneficiary of the Subordinate Deed of Trust and payee of the Subordinate Note, and the Subordinate Lender does hereby agree that the Subordinate Loan, Subordinate Deed of Trust and other Subordinate Loan Documents, and all of the Subordinate Lender's rights thereunder, shall be in all respects subordinate, secondary, inferior and junior to the liens, terms, covenants, conditions, operations, and effects of the Senior Deed of Trust, the Senior Regulatory Agreement, and the other Senior Loan Documents and all extensions, renewals or modifications thereof, all as executed and delivered by Borrower to the Senior Lender as security for the Senior Note. Further, any and all indebtedness under the Subordinate Loan Documents is and will at all times continue to be subject and subordinate in right of payment to the prior payment in full of the Senior Loan.

2. **Subordinate Lender Acknowledgement.** For the purposes of this Agreement, the Subordinate Lender acknowledges and agrees that all disbursement of loan proceeds and other advances made by the Senior Lender pursuant to the Senior Loan Documents shall be conclusively presumed to have been disbursed in accordance therewith and for the purposes therein provided.

3. **Senior Loan Documents Superior.** No amendment of the documents evidencing or relating to the Subordinate Loan shall directly or indirectly modify the provisions of this Agreement in any manner which might terminate or impair the subordination of the Subordinate Loan to the liens, terms, covenants, conditions, operations, and effects of the Senior Loan Documents. At any time and from time to time, without notice to Subordinate Lender, Senior Lender may take such actions with respect to the Senior Loan as Senior Lender, in its sole discretion, may deem appropriate, including, without limitation, terminating advances to Borrower, increasing the principal amount, extending the time of payment, increasing applicable interest rates, renewing, compromising or otherwise amending the terms of any documents affecting the Senior Loan and any Property securing the Senior Loan, and enforcing or failing to enforce any rights against Borrower or any other person. No such action or inaction shall impair or otherwise affect Senior Lender's rights hereunder.

4. **Subordinate Loan Default; Standstill.** The Subordinate Lender hereby agrees that upon the occurrence of a default by the Borrower under the terms of any of the Subordinate Loan Documents, the Subordinate Lender shall provide written notice to the Senior Lender thereof within ten (10) days of such default. Subordinate Lender may not exercise any of its remedies, including any foreclosure action under the Subordinate Loan Documents, until delivery by Senior Lender to Subordinate Lender of Senior Lender's written consent to such remedial action by Subordinate Lender. Subordinate Lender's exercise of any of its remedies will be subject to the provisions of this Agreement. Subordinate Lender acknowledges that the provisions of this Section 4 are fair and reasonable under the circumstances, that Subordinate Lender has received a substantial benefit from Senior Lender having granted its consent to the Subordinate Deed of Trust, and that Senior Lender would not have granted such consent without the inclusion of these provisions in this Agreement.

5. **Subordinate Lender Rights.** Subordinate Lender agrees that prior to termination of this Agreement as set forth in Section 14 hereof, it will not: (a) collect, enforce or receive payment upon, by setoff or in any other manner, all or any portion of the Subordinate Loan now or hereafter existing; (b) enforce or foreclose upon the Subordinate Deed of Trust or enforce or apply any other security now or hereafter existing for the Subordinate Loan; (c) commence, prosecute, or participate in any administrative, legal or equitable action against Borrower with respect to the Subordinate Loan; (d) join in any petition for bankruptcy, assignment for the benefit of creditors or creditor's agreement involving the assets of Borrower, or incur any obligation to or receive any loans, advances or gifts from Borrower with respect to the Subordinate Loan. Notwithstanding the foregoing, Borrower may make payments under the Subordinate Loan to Subordinate Lender as long as all payments under the Senior Loan Documents are current and not delinquent or in arrears, and only so long as at the time of such payment: (x) no default under the Senior Loan Documents exists and no event exists which, with the lapse of time or the giving of notice or both, would be an event of default under the Senior Loan Documents of which Subordinate Lender has received notice; and (y) such payment would not result in a violation of any of Borrower's financial covenants set forth in any of the Senior Loan Documents.

6. **Senior Lender Rights.** The Senior Lender shall have no obligation to the Subordinate Lender with respect to the Property or the Senior Loan. The Senior Lender may in accordance with the Senior Deed of Trust (a) exercise collection rights, (b) take possession of, sell or dispose of, and otherwise deal with, the Property, (c) in the Senior Lender's name, the Subordinate Lender's name or in the Borrower's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, the Property; (d) prosecute, settle and receive proceeds on any insurance claims relating to the Property, and (e) exercise and enforce any right or remedy available to the Senior Lender with respect to the Property, whether available before or after the occurrence of any default; all without notice to or consent by anyone except as specifically required by law. The Senior Lender may apply the proceeds of the Property in any order the Senior Lender deems appropriate in its sole discretion, except as required by law.

7. **Subordination After Reinstatement of Senior Loan.** The subordination of the Subordinate Loan will continue if any payment under the Senior Loan Documents (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off or otherwise) is for any reason repaid or returned to Borrower or its insolvent estate, or avoided, set aside or

required to be paid to Borrower, a trustee, receiver or other similar party under any bankruptcy, insolvency, receivership or similar law. In such event, any or all of the Senior Loan originally intended to be satisfied will be deemed to be reinstated and outstanding to the extent of any repayment, return, or other action, as if such payment on account of the Senior Loan had not been made.

8. **Subordinate Lender Representations.** All necessary action on the part of the Subordinate Lender, its officers, directors, partners, members and shareholders, as applicable, necessary for the authorization of this Agreement and the performance of all obligations of the Subordinate Lender hereunder has been taken. This Agreement constitutes the legal, valid and binding obligation of Subordinate Lender, enforceable against Subordinate Lender in accordance with its terms. The execution, delivery and performance of and compliance with this Agreement by Subordinate Lender will not (i) result in any material violation or default of any term of any of the Subordinate Lender's charter, formation or other organizational documents (such as Articles or Certificate of Incorporation, bylaws, partnership agreement, operating agreement, etc.) or (ii) violate any material applicable law, rule or regulation. Subordinate Lender further represents and warrants that each of the following is true as of the date of this Agreement: (i) the Subordinate Loan Documents are now in full force and effect; (ii) the Subordinate Loan Documents have not been modified or amended; (iii) no Subordinate Deed of Trust Default has occurred; (iv) Subordinate Lender is the beneficiary of the Subordinate Loan Documents; and (v) none of the rights of Subordinate Lender under any of the Subordinate Loan Documents are subject to the rights of any third parties, by way of subrogation, indemnification or otherwise.

9. **Confirmation of Subordinate Loan Terms.** Within 10 days after request by Senior Lender, Subordinate Lender will furnish Senior Lender with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the Subordinate Loan, confirming that there exists no default under the Subordinate Loan Documents (or describing any default that does exist), and certifying to such other information with respect to the Subordinate Loan as Senior Lender may request.

10. **Notice.** Any notice which any party hereto may desire or may be required to give to any other party under this Agreement shall be in writing, and shall be deemed to have been given (i) one (1) business day after being delivered to a nationally recognized overnight delivery service, (ii) on the day sent by telecopier or other facsimile transmission, answerback requested, or (iii) on the day delivered personally, in each case, to the parties at the addresses set forth as follows: if to Senior Lender, at the address identified in the Senior Deed of Trust; if to Subordinate Lender, at the address identified in the Subordinate Deed of Trust, if to Borrower, at the address identified in the Senior Deed of Trust.

11. **Further Assurances.** Subordinate Lender hereby agrees to execute such documents and/or take such further action as Senior Lender may at any time or times reasonably request in order to carry out the provisions and intent of this Agreement, including, without limitation, ratifications and confirmations of this Agreement from time to time hereafter, as and when requested by Senior Lender.

12. **Attorney-In-Fact.** The Subordinate Lender hereby appoints the Senior Lender, or

any person or entity acting upon the directions of the Senior Lender, as its attorney-in-fact for the sole and limited purpose of inserting information in this Agreement regarding the date and recording of the Senior Deed of Trust.

13. **Payment of Costs.** Borrower shall pay all costs and expenses, including without limitation, court costs and reasonable attorneys' fees, incurred by Senior Lender in enforcing performance of the obligations of Borrower or in exercising the rights and remedies of Senior Lender hereunder. All such costs and expenses shall be secured by this Agreement and by the Senior Loan Documents. In the event of any court proceedings, court costs and attorneys' fees shall be set by the court and not by jury and shall be included in any judgment obtained by Senior Lender.

14. **Termination.** Upon payment in full of the principal, interest and all other indebtedness evidenced by the Senior Loan Documents, this Agreement shall cease, terminate and be of no further effect; provided, however, that the affidavit, certificate, letter or statement of Senior Lender or any officer, agent or attorney of Senior Lender showing any part of the principal, interest or other indebtedness on the Senior Note being unpaid shall constitute conclusive evidence of the validity, effectiveness, and continuing force of this Agreement and any person may, and is hereby authorized to, rely thereon.

15. **Severability.** If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. **Entire Agreement; Amendment.** This Agreement contains the entire agreement between and among the parties hereto with respect to the subordination of the Subordinate Deed of Trust and the other Subordinate Loan Documents as to the Senior Deed of Trust, the Senior Regulatory Agreement and the Senior Loan Documents. Subordinate Lender is not relying on any representations by Senior Lender or Borrower in entering into this Agreement, and Subordinate Lender has kept and will continue to keep itself fully apprised of the financial and other condition of Borrower. This Agreement may be amended only by written instrument signed by Senior Lender and Subordinate Lender.

17. **Inurement; No Third-Party Beneficiaries.** This Agreement and each and every covenant, agreement and other provisions hereof shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall remain effective until terminated in writing by Senior Lender. This Agreement is solely for the benefit of Subordinate Lender and Senior Lender and not for the benefit of Borrower or any other party.

18. **Governing Law.** This Agreement is made and executed under and in all respects will be governed and construed by the laws of the State of Colorado.

19. **Remedies.** Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

20. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written.

SUBORDINATE LENDER:

CITY OF PUEBLO, COLORADO, a Municipal Corporation

By: _____

Name: Nicholas A. Gradisar

Title: Mayor

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me on this _____ day of _____ 2022 by Nicholas A. Gradisar as Mayor of the City of Pueblo, Colorado, a Colorado Municipal Corporation.

Witness my hand and official seal.

(S E A L)

Notary Public

My commission expires: _____

BORROWER:

MOUNTAIN VIEW TOWNHOMES, LLLP, a Colorado limited liability limited partnership

By: Mountain View MM, LLC, a Colorado limited liability company, its General Partner

By: El Centro Pueblo Development Corporation, Inc., a Colorado nonprofit corporation, its Sole Member

By: _____
Steven L. Trujillo, Secretary/Treasurer

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Steven L. Trujillo, as Secretary/Treasurer of El Centro Pueblo Development Corporation, Inc., a Colorado nonprofit corporation, as Sole Member of Mountain View MM, LLC, a Colorado limited liability company, as General Partner of Mountain View Townhomes, LLLP, a Colorado limited liability limited partnership.

Witness my hand and official seal.

My Commission expires: _____

(SEAL)

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

LOT 1, TRACTS A AND B, UPLANDS TOWNHOMES FILING NO. 2, RECORDED DECEMBER 6, 2019 UNDER RECEPTION NO. 2161535, COUNTY OF PUEBLO, STATE OF COLORADO.

Also known as (for informational purposes only):

1402, 1406, 1410, 1414, 1401, 1405, 1409, 1413, 1431, 1435, 1439, 1443, 1432, 1436, 1440, 1444
Lipan Place;

1402, 1406, 1410, 1414, 1401, 1405, 1409, 1413, 1431, 1435, 1439, 1443, 1432, 1436, 1440, 1444
Wichita Place;

1402, 1406, 1410, 1414, 1431, 1433, 1435, 1439, 1443, 1445, 1432, 1434, 1436, 1440, 1444, 1446
Mandan Place; and

2501, 2505, 2509 Lakota Place



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 27, 2021

TO: President Lawrence W. Atencio and Members of City Council
CC: Mayor Nicholas A. Gradisar
VIA: Marisa Stoller, City Clerk
FROM: Trevor Gloss, Assistant City Attorney
SUBJECT: AN ORDINANCE AMENDING SECTION 3 OF CHAPTER 1 OF TITLE IX OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CONFIDENTIALITY OF BUSINESS LICENSE INFORMATION

SUMMARY:

Attached for consideration is a text amendment that will amend Section 3 of Chapter 1 of Title IX of the Pueblo Municipal Code. This amendment relates to the confidentiality of information submitted for business licenses.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Pueblo Municipal Code Section 9-1-3 as originally enacted and still in force, requires the City to keep confidential all information submitted by a business license applicant or a current licensee. However, the Colorado Open Records Act, C.R.S. § 24-72-200.1 et seq., ("CORA") controls when such information can be released and only certain protected information, such as trade secrets and confidential commercial information in accordance with C.R.S. § 24-72-204(3)(a)(IV), is kept from public disclosure. This amendment to the code clarifies that business license information is subject to CORA and not all information confidential.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the code is not amended in accordance with this Ordinance, the code provision as is could create issues under CORA.

RECOMMENDATION:

Staff recommends approval of this Ordinance.

Attachments:

Proposed Ordinance amending the Pueblo Municipal Code

ORDINANCE NO. 10099

AN ORDINANCE AMENDING SECTION 3 OF CHAPTER 1 OF TITLE IX OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CONFIDENTIALITY OF BUSINESS LICENSE INFORMATION

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 9-1-3 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 9-1-3. - City License Officer.

(a) Issue Licenses. The License Officer shall collect all license fees and shall issue licenses in the name of the City to all persons qualified under the provisions of this Title or other portions of this Code and shall:

(1) Make Rules. Promulgate and enforce all reasonable rules and regulations necessary to the operation and enforcement of this Title.

(2) Adopt Forms. Adopt all forms and prescribe the information to be given therein as to character and other relevant matter for all necessary papers.

(3) Require Affidavits. Require applicants to submit all affidavits and oaths necessary to the administration of this Chapter, or other appropriate portions of this Code.

(4) Obtain Endorsement. Submit all applications, in a proper case, to appropriate City officials for their endorsements thereon as to compliance by the applicant with all City regulations which they have the duty of enforcing. Similarly, in all cases where an examination as to competence and ability is a prerequisite, to submit all such applications to the appropriate licensing board for examination and endorsement on the application of the results of such examination, whether qualified or not qualified. And similarly, where the issuance of a license is within the discretion of the City Council, the Licensing Officer shall submit the application to the City Council for action with the endorsement or report of appropriate City officials as to compliance with applicable City regulations or such investigation of character as may be required.

(5) Investigate. Investigate and determine the eligibility of any applicant for a license as prescribed herein.

(6) Examine Records. Examine the books and records of any applicant or licensee when reasonably necessary to the administration and enforcement of this Title, or other portions of this Code.

(7) Give Notice. Notify any applicant of the acceptance or rejection of his or her application and, upon his or her refusal of any license or permit, at the applicant's request, state in writing the reasons therefor and deliver them to the applicant.

(b) **Treatment of** Information **[Confidential]**. [The License Officer shall keep all information furnished or secured under the authority of this Code in strict confidence. Such information shall not be subject to public inspection and shall be kept so that the contents thereof shall not become known except to the persons charged with the administration of this Title.] **The License Officer shall ensure all information furnished or secured under the authority of this Code is kept in accordance with the Colorado Open Records Act, C.R.S. § 24-72-200.1 et seq., as may be amended. The information on the front of a business license as set forth in Pueblo Municipal Code Section 9-1-8 is public information subject to disclosure and is to be posted in accordance with Pueblo Municipal Code Section 9-1-9. Trade secrets, privileged information, and confidential commercial, financial, and other data shall not be disclosed to the public in accordance with C.R.S. § 24-72-204(3)(a)(IV), as may be amended. All information submitted to the City may be provided to and accessed by City staff as needed, including for, but not limited to, inspections as detailed in Pueblo Municipal Code Section 9-1-12.**

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective thirty (30) days after final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 27, 2021.

Final adoption of Ordinance by City Council on January 10, 2022.



President of City Council

Action by the Mayor:

Approved on January 12, 2022.

Disapproved on _____ based on the following objections:

Hilda Levine
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

Lyssa

City Clerk