REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS - CITY HALL
#1 CITY HALL PLACE
MONDAY, February 28, 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 Heather Graham

B. INVOCATION: Pastor Micah Aragon, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E.1. Achievement Presentation: "Student Art Calendar" – Pueblo Human Relations Commission

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF THE AGENDA
Review Agenda page by page.

I. APPROVAL OF THE AGENDA
Required Council Action: Motion to Amend the Agenda or Approve the Agenda as distributed.

J. READING AND APPROVAL OF MINUTES
Required Council Action: Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated ***Monday, February 14, 2022*** as distributed.

Documents:

02-14Minutes.pdf

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

L. COMMUNICATIONS

L.1. MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR NOVEMBER 10, 2021, DECEMBER 8, 2021, JANUARY 12, 2022 AND SPECIAL MEETING JANUARY 26, 2022

Documents:

PZ Minutes 11-10-21 Signed.pdf
PZ Minutes 12-8-21 Signed.pdf
PZ Minutes 1-12-22 Signed.pdf
PZ Minutes 1-26-22 Special Meeting Signed.pdf

M. RESOLUTIONS

M.1. A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES IN THE AMOUNT OF $83,994 TO DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, FOR PROJECT NO. 21-069 PRAIRIE AVENUE TO MINNEQUA LAKE TRAIL PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14816.pdf
Professional Services Agreement.pdf

M.2. A RESOLUTION AUTHORIZING THE TRANSFER OF $500,000 TO PROJECT ED0801 LEASE PROCEEDS ESCROW/RMS, PREVIOUSLY ESTABLISHED IN THE 1992 - 2026 SALES AND USE TAX CAPITAL IMPROVEMENTS PROJECTS FUND

Documents:

Resolution_14817.pdf

M.3. A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER IN THE NAME OF THE CITY OF PUEBLO, FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS AND TO BIND THE CITY OF PUEBLO'S COMPLIANCE THEREWITH

Documents:

Resolution_14818.pdf
Certifications and Assurances.pdf

M.4. A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ALLISON REA TO THE COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS (CCHH)

Documents:

Resolution_14819.pdf
Application.pdf

N. ORDINANCES – FIRST PRESENTATION

N.1. AN ORDINANCE APPROVING AND ACCEPTING THE HOME-ARP GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"), AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT TOGETHER WITH ALL

REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION, ACCEPTING HOME-ARP GRANT FUNDS FROM HUD ON BEHALF OF THE PUEBLO CONSORTIUM IN THE AMOUNT OF $3,090,925, AND BUDGETING AND APPROPRIATING THE HOME-ARP GRANT FUNDS

Documents:

Ordinance_N-1.pdf
Grant Agreement.pdf
HOME ARP Certifications.pdf

N.2. AN ORDINANCE ESTABLISHING COMMUNITY OUTREACH PROGRAM PROJECT NO. PS2204, APPROVING A COOPERATION AGREEMENT WITH PUEBLO TRIPLE AIM CORPORATION AND HEALTH COLORADO INC, AND ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $42,300 TO SAID PROJECT

Documents:

Ordinance_N-2.pdf
Agreement.pdf

N.3. AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE LOTS 4-8, BLOCK 1, COLLEGE ROAD SUBDIVISION, 4TH FILING, (COLLEGE ROAD SUBDIVISION 4TH FILING, REARRANGEMENT OF PROPERTY BOUNDARIES, RPB-21-12, PARCELS A, B, AND C) TOTALING 2.24-ACRES FROM B-4, CENTRAL BUSINESS DISTRICT TO B-P, BUSINESS PARK DISTRICT

Documents:

Ordinance_N-3.pdf
P_Z Report.pdf

N.4. AN ORDINANCE AMENDING SECTIONS 17-2-2, 17-4-51,17-4-14, AND 17-10-05 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO MULTIFAMILY DEVELOPMENT DESIGN STANDARDS

Documents:

Ordinance_N-4.pdf
P_Z Report.pdf

O. APPROVAL OF CONSENT AGENDA

O.1. I Move To Receive And File The Minutes From The Planning And Zoning Commission, Approve All Resolutions Set Forth In The Consent Agenda; Pass The Ordinances Of The Consent Agenda, Setting The Public Hearings For Monday, March 14, 2022, And Order The Ordinances To Be Published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q.1. A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,469,097.20 TO MARTIN MARIETTA MATERIALS, INC., AND SETTING FORTH $220,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-002 ASPHALT PAVING – PHASE 1 FOR GRAND AVENUE, HUDSON AVENUE, WEST 15TH STREET AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14820.pdf

Bid Summary.pdf

Q.2. A RESOLUTION AUTHORIZING A TRANSFER OF FUNDS IN THE AMOUNT OF ONE THOUSAND SIX HUNDRED DOLLARS ($1,600) FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PARKS & RECREATION DEPARTMENT FOR SPONSORSHIP OF A MEMORIAL BENCH IN MEMORY OF RENEE FRANCISCA DOMINGUEZ

Documents:

Resolution_14821.pdf
Council Contingencies.pdf

Q.3. A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO CONSERVANCY DISTRICT, A COLORADO NONPROFIT CORPORATION, IN THE AMOUNT OF $500 TO SPONSOR THE SUMMER SOLSTICE ON THE ARKANSAS RIVER CELEBRATION

Documents:

Resolution_14822.pdf
Council Contingencies.pdf
Request.pdf

Q.4. A RESOLUTION IN SUPPORT OF THE PRONGHORN 150 MW SOLAR PV PARK

Postponed - No Action taken

Documents:

Resolution_Q-4.pdf

R. ORDINANCES – FINAL PRESENTATION

R.1. AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE STATE OF COLORADO DEPARTMENT OF LAW, ON BEHALF OF THE OFFICE OF COMMUNITY ENGAGEMENT, FOR A GRANT AWARD IN THE AMOUNT OF $250,000 TO THE PUEBLO FOOD PROJECT, CREATING PROJECT NO. CI2207, AND BUDGETING AND APPROPRIATING $250,000 TO PROJECT NO. CI2207

Documents:

Ordinance_10116.pdf
Grant Award Agreement.pdf

R.2. AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM WALMART FOR FUNDS IN THE AMOUNT OF $2,500 TO PROVIDE PROTECTIVE VESTS AND GLOVES FOR PARK RANGERS, AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING THE PARK RANGER VEST PURCHASE PROJECT NO. PS2201, AND BUDGETING AND APPROPRIATING $2,500 TO PROJECT NO. PS2201

Documents:

Ordinance_10117.pdf
Grant Agreement.pdf

R.3. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A

GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO AND FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION INC. FOR THE PURCHASE OF TWO MOTORIZED POLICE BICYCLES WITH LIGHT/SIREN KITS, BAGS & ONE CARGO TRAILER, BUDGETING, APPROPRIATING GRANT FUNDS IN THE AMOUNT OF $9,602.90 INTO PROJECT PS2202 AND RESCINDING RESOLUTION NO. 14789

Documents:

Ordinance_10118.pdf
Memo of Understanding Agreement.pdf
Grant Award Notice.pdf
Quotation.pdf

R.4. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS FOR PROFESSIONAL SURVEYING SERVICES FOR SANITARY SEWER PROJECTS AND CITY-WIDE SURVEYING PROJECTS BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND BOHANNON-HUSTON, INC., CLARK LAND SURVEYING, INC., ENCOMPASS SERVICES, LLC, AND NORTHSTAR ENGINEERING AND SURVEYING, INC.

Documents:

Ordinance_10119.pdf
Agreements for Surveying Services.pdf

R.5. AN ORDINANCE ESTABLISHING PROJECT CI2206 FOR ADAMS AVENUE AND JACKSON STREET ROUNDABOUT PROJECT, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: SHO M086-093 (24462), BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $900,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_10120.pdf
InterGovernmental Agreement.pdf
Department Certification.pdf

R.6. AN ORDINANCE APPROVING AMENDMENT #2 TO THE INTERGOVERNMENTAL AGREEMENT, TAP M086-082 (22971) BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE STATE OF COLORADO, THE COLORADO DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_10121.pdf
Amendment 2.pdf

R.7. AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND ZAYO GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND GRANTING SAID ENTITY A CITY TELECOMMUNICATIONS LICENSE

Documents:

Ordinance_10122.pdf
Zayo Telecom Agreement.pdf

R.8. AN ORDINANCE AWARDING A CONTRACT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND AECOM TECHNICAL SERVICES, INC. TO PROVIDE ENGINEERING SERVICES FOR FUTURE CITY OF PUEBLO STORMWATER UTLITY PROJECTS

Documents:

Ordinance_10123.pdf
Contract.pdf

R.9. AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 3004 SOUTH PRAIRIE AVENUE FROM B-3, HIGHWAY AND ARTERIAL BUSINESS DISTRICT TO BP, BUSINESS PARK DISTRICT

Documents:

Ordinance_10124.pdf
P_Z Report.pdf

R.10. AN ORDINANCE CHANGING THE STREET NAME OF SPAULDING AVENUE LOCATED BETWEEN WEST 11TH STREET AND WEST 31ST STREET

Documents:

Ordinance_10125.pdf
P_Z Report.pdf

R.11. AN ORDINANCE APPROVING AND ADOPTING THE 2022 PUEBLO REGIONAL COMPREHENSIVE PLAN FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

Postponed to March 28, 2022 meeting

Documents:

Ordinance_R-11.pdf
PuebloRegionalComprehensivePlan.pdf
P_Z Report.pdf

R.12. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT LETTER WITH SETER & VANDER WALL, P.C. TO ADVISE THE CITY OF PUEBLO REGARDING PROPOSED METROPOLITAN DISTRICT SERVICE PLANS AND RELATED LAND USE MATTERS

Documents:

Ordinance_10126.pdf
Engagement Letter.pdf

R.13. AN ORDINANCE AMENDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 RELATING TO TAKE-HOME VEHICLES

Documents:

Ordinance_10127.pdf
Amendment.pdf

R.14. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A

COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO AND THE PUEBLO URBAN RENEWAL AUTHORITY, A COLORADO URBAN RENEWAL AUTHORITY AND THE BOARD OF WATER WORKS OF PUEBLO, COLORADO, A BODY CORPORATE AND POLITIC OF THE CITY OF PUEBLO AND THE PUEBLO WEST METROPOLITAN DISTRICT, A COLORADO SPECIAL DISTRICT RELATING TO THE CONSTRUCTION OF A NEW PUEBLO COUNTY DETENTION FACILITY AND THE CONSTRUCTION OF AN ADJACENT NEW ARTERIAL ROADWAY

Documents:

Ordinance_10128.pdf
InterGovernmental Agreement for County Jail.pdf

S. EXECUTIVE SESSION

S.1. Motion To Convene Into Executive Session For The Purpose Of Determining Positions Relative To Matters That May Be Subject To Negotiations, Developing Strategy For Negotiations, And/Or Instructing Negotiators, Under C.R.S. Section 24-6-402(4)(E); And The Following Additional Details Are Provided For Identification Purposes: To Instruct Negotiators Regarding A Proposed Sale Of Property Owned By The City Of Pueblo.

ADJOURN

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
MONDAY, FEBRUARY 14, 2022 – 7:00 P.M.

MINUTES

A. CALL TO ORDER President Heather Graham

B INVOCATION Pastor Richie Perko, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Larry Atencio, Dennis Flores, Heather Graham, Regina Maestri, Sarah Martinez, Vicente Martinez Ortega, and Lori Winner.

Council Members Present via Zoom: None.

Council Members Absent: None.

Administrative Staff Members Present: City Attorney Daniel Kogovsek, Chief of Staff Laura Solano, City Clerk Marisa Stoller.

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

- Frank Cirullo – monument & flag
- Barb Zorc – monument

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

Mayor Gradisar reviewed open board & commission positions and updated the Council on the Vacant Property Registry.

H. REVIEW AND APPROVAL OF THE AGENDA

The agenda was reviewed page by page. Ms. Winner requested that item M-5 be moved to the regular agenda. Mayor Gradisar requested that item N-14 be moved to the regular agenda. Ms. Martinez, seconded by Mr. Flores, moved to move items M-5 and N-14 to the regular agenda and to approve the agenda as modified.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

I. READING AND APPROVAL OF MINUTES

MINUTES

Mr. Atencio, seconded by Ms. Winner, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **Monday, January 24, 2022** as distributed.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

K. CONSENT AGENDA

City Clerk Marisa Stoller read the Consent Agenda into the record.

L. COMMUNICATIONS

L-1 NONE SUBMITTED

M. RESOLUTIONS

M-1 RESOLUTION NO 14802 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $135,174.28 TO AGUILARS CONSTRUCTION COMPANY, INC., A COLORADO CORPORATION, AND SETTING FORTH $26,000 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 21-060 WASTEWATER TREATMENT FACILITY ENGINEERING BUILDING SANITARY SEWER REPLACEMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

M-2 RESOLUTION NO 14803 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $31,600 TO DOUG VAUGHN, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND SETTING FORTH $6,000 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 21-086 19TH STREET AND GRAND AVENUE CURB AND GUTTER REPAIR TO BE PAID FROM PROJECT ACCOUNT HUAN03 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

M-3 RESOLUTION NO 14804 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $180,105.80 TO DOUG VAUGHN, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND SETTING FORTH $18,071.20 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 21-081 SIDEWALK/ADA CURB RAMPS – 3 LOCATIONS (CDBG) TO BE PAID FROM PROJECT ACCOUNT CD2016, CD2017, AND CD2019 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

M-4 RESOLUTION NO 14805 APPROVING AN AMENDMENT NO. 3 TO A CONSTRUCTION CONTRACT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND DOUG VAUGHN, LLC, A COLORADO LIMITED LIABILITY COMPANY, PROVIDING FOR ADDITIONAL REPAIR WORK RELATED TO PROJECT NO. 20-030 GREENWOOD STREET CURB RAMPS, TO BE PAID FROM PROJECT ACCOUNT SR2002 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME AND TRANSFERRING FUNDS FROM PROJECT SR1801 TO PROJECT SR2002 IN THE AMOUNT OF $50,000

M-5 MOVED TO REGULAR AGENDA

MINUTES

M-6 RESOLUTION NO 14806 APPROVING AN AMENDMENT TO A CONSTRUCTION CONTRACT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND PASHCO ROOFING, INC., CBA COLORADO FRONT RANGE ROOFING, A COLORADO CORPORATION, PROVIDING FOR ADDITIONAL REPAIR WORK RELATED TO PROJECT NO. 21-030 MT. PARK BEULAH ROOF REPAIRS, TO BE PAID FROM PROJECT ACCOUNT CIAN22 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

M-7 RESOLUTION NO 14807 APPROVING AN AMENDMENT TO A CONSTRUCTION CONTRACT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND JARCCO CONSTRUCTION, LLC, A COLORADO LIMITED LIABILITY COMPANY, PROVIDING FOR ADDITIONAL REPAIR WORK RELATED TO PROJECT NO. 21-025R MISCELLANEOUS CURB RAMPS - REBID, TO BE PAID FROM PROJECT ACCOUNT HUAN03 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

M-8 RESOLUTION NO 14808 ADOPTING A FEE SCHEDULE FOR APPLICATIONS FOR MATTERS BROUGHT BEFORE THE LAND USE ADMINISTRATIVE OFFICIAL, HISTORIC PRESERVATION COMMISSION, PLANNING AND ZONING COMMISSION, SUBDIVISION REVIEW COMMITTEE, TECHNICAL ADVISORY COMMITTEE, AND ZONING BOARD OF APPEALS AND REPEALING RESOLUTION NUMBER 14462

M-9 RESOLUTION NO 14809 RATIFYING THE APPOINTMENT OF JEFF CHOSTNER TO THE FOUNTAIN CREEK WATERSHED FLOOD CONTROL AND GREENWAY DISTRICT GOVERNING BOARD - JOINT CITY-COUNTY CITIZEN AT LARGE APPOINTMENT

M-10 RESOLUTION NO 14810 APPOINTING COUNCILOR LARRY ATENCIO TO THE PUEBLO DEVELOPMENT FOUNDATION BOARD OF DIRECTORS

M-11 RESOLUTION NO 14811 CONFIRMING THE APPOINTMENT BY THE MAYOR OF ROBERT CHILDERS TO COMPLETE A THREE-YEAR TERM EXPIRING SEPTEMBER 30, 2023 ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

M-12 RESOLUTION NO 14812 CONFIRMING THE APPOINTMENT OF BARBARA HUBER TO THE POSITION OF DEPUTY MAYOR

N. ORDINANCES – FIRST PRESENTATION

N-1 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE STATE OF COLORADO DEPARTMENT OF LAW, ON BEHALF OF THE OFFICE OF COMMUNITY ENGAGEMENT, FOR A GRANT AWARD IN THE AMOUNT OF $250,000 TO THE PUEBLO FOOD PROJECT, CREATING PROJECT NO. CI2207, AND BUDGETING AND APPROPRIATING $250,000 TO PROJECT NO. CI2207 *– submitted for First Presentation*

Public Hearing was Set for Monday, February 28, 2022, Notice of Hearing was Ordered Published by Title.

MINUTES

N-2 AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM WALMART FOR FUNDS IN THE AMOUNT OF $2,500 TO PROVIDE PROTECTIVE VESTS AND GLOVES FOR PARK RANGERS, AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING THE PARK RANGER VEST PURCHASE PROJECT NO. PS2201, AND BUDGETING AND APPROPRIATING $2,500 TO PROJECT NO. PS2201 – *submitted for First Presentation*

Public Hearing was Set for Monday, February 28, 2022, Notice of Hearing was Ordered Published by Title.

N-3 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO AND FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION INC. FOR THE PURCHASE OF TWO MOTORIZED POLICE BICYCLES WITH LIGHT/SIREN KITS, BAGS & ONE CARGO TRAILER, BUDGETING, APPROPRIATING GRANT FUNDS IN THE AMOUNT OF $9,602.90 INTO PROJECT PS2202 AND RESCINDING RESOLUTION NO. 14789 – *submitted for First Presentation*

Public Hearing was Set for Monday, February 28, 2022, Notice of Hearing was Ordered Published by Title.

N-4 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS FOR PROFESSIONAL SURVEYING SERVICES FOR SANITARY SEWER PROJECTS AND CITY-WIDE SURVEYING PROJECTS BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND BOHANNON-HUSTON, INC., CLARK LAND SURVEYING, INC., ENCOMPASS SERVICES, LLC, AND NORTHSTAR ENGINEERING AND SURVEYING, INC. – *submitted for First Presentation*

Public Hearing was Set for Monday, February 28, 2022, Notice of Hearing was Ordered Published by Title.

N-5 AN ORDINANCE ESTABLISHING PROJECT CI2206 FOR ADAMS AVENUE AND JACKSON STREET ROUNDABOUT PROJECT, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: SHO M086-093 (24462), BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $900,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for First Presentation*

Public Hearing was Set for Monday, February 28, 2022, Notice of Hearing was Ordered Published by Title.

N-6 AN ORDINANCE APPROVING AMENDMENT #2 TO THE INTERGOVERNMENTAL AGREEMENT, TAP M086-082 (22971) BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE STATE OF COLORADO, THE COLORADO DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for First Presentation*

MINUTES

Public Hearing was Set for Monday, February 28, 2022, Notice of Hearing was Ordered Published by Title.

N-7 AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND ZAYO GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND GRANTING SAID ENTITY A CITY TELECOMMUNICATIONS LICENSE – *submitted for First Presentation*

Public Hearing was Set for Monday, February 28, 2022, Notice of Hearing was Ordered Published by Title.

N-8 AN ORDINANCE AWARDING A CONTRACT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND AECOM TECHNICAL SERVICES, INC. TO PROVIDE ENGINEERING SERVICES FOR FUTURE CITY OF PUEBLO STORMWATER UTILITY PROJECTS – *submitted for First Presentation*

Public Hearing was Set for Monday, February 28, 2022, Notice of Hearing was Ordered Published by Title.

N-9 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 3004 SOUTH PRAIRIE AVENUE FROM B-3, HIGHWAY AND ARTERIAL BUSINESS DISTRICT TO BP, BUSINESS PARK DISTRICT – *submitted for First Presentation*

Public Hearing was Set for Monday, February 28, 2022, Notice of Hearing was Ordered Published by Title.

N-10 AN ORDINANCE CHANGING THE STREET NAME OF SPAULDING AVENUE LOCATED BETWEEN WEST 11TH STREET AND WEST 31ST STREET – *submitted for First Presentation*

Public Hearing was Set for Monday, February 28, 2022, Notice of Hearing was Ordered Published by Title.

N-11 AN ORDINANCE APPROVING AND ADOPTING THE 2022 PUEBLO REGIONAL COMPREHENSIVE PLAN FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION – *submitted for First Presentation*

Public Hearing was Set for Monday, February 28, 2022, Notice of Hearing was Ordered Published by Title.

N-12 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT LETTER WITH SETER & VANDER WALL, P.C. TO ADVISE THE CITY OF PUEBLO REGARDING PROPOSED METROPOLITAN DISTRICT SERVICE PLANS AND RELATED LAND USE MATTERS – *submitted for First Presentation*

Public Hearing was Set for Monday, February 28, 2022, Notice of Hearing was Ordered Published by Title.

N-13 AN ORDINANCE AMENDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 RELATING TO TAKE-HOME VEHICLES – *submitted for First Presentation*

Public Hearing was Set for Monday, February 28, 2022, Notice of Hearing was Ordered Published by Title.

N-14 MOVED TO REGULAR AGENDA

O. APPROVAL OF CONSENT AGENDA

Mr. Atencio, seconded by Ms. Martinez, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for **Monday, February 28, 2022,** and Order the Ordinances to be published **BY TITLE.**

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

P. REGULAR AGENDA

M-5 RESOLUTION NO 14813 APPROVING AN AMENDMENT TO A CONSTRUCTION CONTRACT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND CALVIN TURNER ROOFING, LLC, A COLORADO LIMITED LIABILITY COMPANY PROVIDING FOR ADDITIONAL REPAIR WORK RELATED TO PROJECT NO. 21-005 REPLACE PUEBLO PARKS MAINTENANCE OFFICE ROOF, TO BE PAID FROM PROJECT ACCOUNT CIAN22 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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

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

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, and Martinez Ortega. Nays: Winner. Motion carried 6-1.

N-14 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO AND THE PUEBLO URBAN RENEWAL AUTHORITY, A COLORADO URBAN RENEWAL AUTHORITY AND THE BOARD OF WATER WORKS OF PUEBLO, COLORADO, A BODY CORPORATE AND POLITIC OF THE CITY OF PUEBLO AND THE PUEBLO WEST METROPOLITAN DISTRICT, A COLORADO SPECIAL DISTRICT RELATING TO THE CONSTRUCTION OF A NEW PUEBLO COUNTY DETENTION FACILITY AND THE CONSTRUCTION OF AN ADJACENT NEW ARTERIAL ROADWAY – *submitted for First Presentation*

MINUTES

Ms. Winner, seconded by Mr. Flores, moved to set the Public Hearing for Monday, February 28, 2022 and Ordered the Ordinance to be published **BY TITLE.**

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, and Winner. Nays: Martinez Ortega. Motion carried 6-1.

Q. RESOLUTIONS

Q-1 RESOLUTION NO 14814 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE BOYS AND GIRLS CLUB OF PUEBLO, A COLORADO NONPROFIT CORPORATION, IN THE AMOUNT OF $1,350 TO SPONSOR A TABLE FOR THE ANNUAL CHAMPIONS OF YOUTH DINNER

A staff report and detailed review of the Ordinance was given by Councilor Dennis Flores.

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

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

Q-2 RESOLUTION NO 14815 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE LATINO CHAMBER OF COMMERCE IN THE AMOUNT OF $950 TO SPONSOR A TABLE FOR THE ANNUAL DINNER DANCE CELEBRATION

A staff report and detailed review of the Ordinance was given by Councilor Dennis Flores.

Ms. Winner, seconded by Mr. Martinez Ortega, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

R. ORDINANCES – FINAL PRESENTATION

R-1 ORDINANCE NO 10108 ESTABLISHING PROJECT AP2201 – SNOW REMOVAL EQUIPMENT (SRE) ACQUISITION, BUDGETING AND APPROPRIATING $21,355 TO PROJECT AP2201, APPROVING A CONTRACT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, TO CONDUCT THE ACQUISITION PER FAA REQUIREMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME *– submitted for Final Presentation*

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

PUBLIC HEARING:

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

Ms. Winner, seconded by Mr. Martinez Ortega, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried unanimously.

R-2 ORDINANCE NO 10109 APPROVING AND ACCEPTING THE AMERICAN RESCUE PLAN ACT (ARPA) CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT OFFER, GRANT NO. 3-08-0046-045-2022, FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION, FOR FUNDS IN THE AMOUNT OF $10,477 TO PROVIDE RELIEF FROM RENT TO ELIGIBLE AIRPORT CONCESSIONS AT PUEBLO MEMORIAL AIRPORT, AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING THE ARPA CONCESSIONS PROJECT NO. AP2202, AND BUDGETING AND APPROPRIATING $10,477 TO PROJECT NO. AP2202 – *submitted for Final Presentation*

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

PUBLIC HEARING:

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

Ms. Winner, seconded by Mr. Martinez Ortega, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried unanimously.

R-3 ORDINANCE NO 10110 ESTABLISHING THE FIRE STATION 6, 8 AND 11 PROJECT NO. CI2205, TRANSFERRING $600,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND AND BUDGETING AND APPROPRIATING $600,000 FOR SAID PROJECT – *submitted for Final Presentation*

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

PUBLIC HEARING:

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

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

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried unanimously.

R-4 ORDINANCE NO 10111 AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING FOUR FULL-TIME COMMUNITY SERVICE OFFICERS TO THE AUTHORIZED STAFFING OF THE POLICE DEPARTMENT – *submitted for Final Presentation*

MINUTES

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

PUBLIC HEARING:

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

Ms. Winner, seconded by Mr. Martinez Ortega, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, and Martinez Ortega. Nays: Winner. Motion carried 6-1.

R-5 ORDINANCE NO 10112 AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR COMMUNITY SERVICE OFFICER – *submitted for Final Presentation*

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

PUBLIC HEARING:

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

Mr. Martinez Ortega, seconded by Ms. Winner, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried unanimously.

R-6 ORDINANCE NO 10113 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN OPTION TO PURCHASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO ECONOMIC DEVELOPMENT CORPORATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A FUTURE JOB CREATING CAPITAL IMPROVEMENT PROJECT – *submitted for Final Presentation*

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

PUBLIC HEARING:

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

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

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried unanimously.

MINUTES

R-7 ORDINANCE NO 10114 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO WEST METROPOLITAN DISTRICT, ACTING BY AND THROUGH THE PUEBLO WEST METROPOLITAN DISTRICT'S WATER AND WASTEWATER ENTERPRISE, RELATING TO A WATER LEASE AND STORAGE AGREEMENT ENTERED INTO BY SAID ENTERPRISE AND THE BOARD OF WATER WORKS OF PUEBLO, COLORADO – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Mayor Nicholas Gradisar.

PUBLIC HEARING:

- Kristi Frederer appeared in person to speak against the ordinance

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

Ms. Winner, seconded by Mr. Martinez Ortega, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Graham, Martinez, and Martinez Ortega. Nays: Flores, Maestri, and Winner. Motion carried 4-3.

R-8 ORDINANCE NO 10115 AMENDING CIVIL SERVICE RULE 18 OF CHAPTER 13 OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE REQUIRED PERIOD OF NOTICE WITH RESPECT TO PROMOTIONAL EXAMS – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Manuel Alcala, Civil Service Administrator.

PUBLIC HEARING:

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

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

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried unanimously.

S. EXECUTIVE SESSION

Mr. Flores, seconded by Mr. Martinez Ortega, moved to convene into executive session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e); and the following additional details are provided for identification purposes:

To instruct negotiators regarding economic development projects proposed by the Pueblo Economic Development Corporation.

MINUTES

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried unanimously.

ADJOURN: 9:03 p.m. President Graham Adjourned the Meeting into Executive Session.

Respectfully submitted,

Marisa Stoller
City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, November 10, 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, and Lisa Bailey.

Commissioners Absent: Bob Schilling

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; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to approve the agenda, Seconded by Spinuzzi.

Motion passed 6-0.

PUBLIC MEETING AND ACTION

Regular Agenda

1. **S-21-06: Lakeshore Estates Filing #3 Subdivision**: Re-subdivision of lot 2, Lakeshore Estates No.1, into two lots. The subdivision is approximately three (3) acres and is generally located northeast of the intersection of W Pueblo Blvd and Acero Avenue

   Staff report by Wade Broadhead, Planner

   STAFF REVIEW AND FINDINGS:
   In 1974 Lakeshores Estates Filing #1 was platted creating two lots north of Pueblo Boulevard and east of Mirror Avenue. The applicant is requesting to subdivide Lot 2, the westerly Lot, into two smaller parcels which will facilitate redevelopment along a busy arterial highway for commercial development. The applicant does not have redevelopment plans at present, but the arrival of a national restaurant chain, next door, has increased the demand for additional developable sites on a smaller scale than the existing 3 acre lots. The northerly 70 feet of Lot 2 will be dedicated for access and a utility easement. The easement continues west through adjacent lots and serves as the primary access from Acero Avenue.

   HEARING: Mike Cuppy, NorthStar Engineering., 115 E. 5th Street, represented the application.

   No one spoke in support or opposition for the application.

   MOTION: Motion to recommend approval of the Lakeshore Estates No. 1, Subdivision was made by Bailey, second by Spinuzzi.

   MOTION PASSED 6-0 (Schilling Absent)

2. **Z-21-15 Rezone, La Vittoria PUD:** Amendment to the La Vittoria PUD, Planned Unit Development, Pueblo Colorado, a 9.104-acre property located south of W. U.S. Highway 50 and east of Club Manor Drive.

   Staff report by Beritt Odom, Principal Planner

   The applicant is requesting approval of the La Vittoria, Planned Unit Development Guide, 1st Amendment, relating to the 9.10-acre property located south of W. U.S. Highway 50 and east of Club Manor Drive.

   BACKGROUND:

   September 12, 2007, the Planning and Zoning Commission recommended approval of the La Vittoria Planned Unit Development, (PUD) to City Council to facilitate mixed-use development on the site. City Council approved the La Vittoria, PUD in November 2007 and the PUD Development Guide was recorded in 2009. The site was previously developed with a motel, restaurant, and a retail/office building. All structures on site, were demolished prior to 2007 and all utility and access easements were vacated concurrent with the PUD rezoning to facilitate development. Following rezoning to PUD, the site was subdivided into one 7.55-acre Lot, La Vittoria Subdivision. Following, rezoning and subdivision, Dan DeRose, owner of La Vittoria, acquired Lot 2, Club Manor Subdivision, 3rd Filing, which sits adjacent to the western property line of the Lot 1, La Vittoria Subdivision. Both lots remain undeveloped; however, recent interest in development has spurred the PUD Amendment request to remove outdated provisions, increase

density and expand uses within the PUD. The amendment request modifies the boundary of the La Vittoria PUD Zone District to include Lot 2, Club Manor Subdivision, 3rd Filing, resulting in a larger development site, and providing a critical secondary access from Club Manor Drive.

ANALYSIS:

Since the original PUD Development Guide approval 14-years ago, architectural and development trends have evolved. Dan DeRose, property owner, is requesting to modify the La Vittoria Planned Unit Development Guide to provide opportunities for residential, commercial, and mixed-use development along the Highway 50 corridor. Below is a summary of the requested modifications to the La Vittoria Planned Unit Development Guide:

- Expand La Vittoria PUD Zone District to include Lot 2, Club Manor Subdivision, 3rd Filing, 1.548 acres.
- Removal of references to outdated subdivision actions and disconnection of the Pueblo Country Club property.
- Removal of outdated timeline for development.
- Removal of the requirement that all structures be developed with variations of a Mediterranean architectural style.
- Allow "bar, microbrewery, tavern" as a use by right, the use was previously allowed by review.
- Removal of the provision that allowed the keeping of domestic livestock as a use by review.
- Allowance for the keeping of domestic pets as a use by right.
- Allowance of maintenance sheds or structures by right.
- Update the standards related to minimum lot size and number of lots to accommodate the inclusion of Lot 2, Club Manor Subdivision, 3rd Filing.
- Increase the maximum lot coverage from 50-percent to 80-percent.
- Set the minimum parking ratio to 1.25 spaces per dwelling unit with provisions for staff and visitors.
- Increase maximum dwelling units from 100 to 250 units.

FINDINGS OF FACT REQUIRED PER §17-8-11 OF THE PUEBLO MUNICIPAL CODE

Municipal Code specifies five (5) criteria to be evaluated in conjunction with a PUD application. The Planning and Zoning Commission, before recommending that any property be zoned to a PUD Zone District, shall make the findings concerning the following:

(1) The PUD Addendum #1 is compatible with the surrounding neighborhood and the proposed uses are not incompatible to the uses to which the surrounding area is restricted.

Staff Analysis of Finding #1

The surrounding land uses consist of commercial retail, service, and outdoor recreation (Pueblo Country Club Golf Course). Development to the north and west, within the B-4 Zone Districts, allow for 100-percent lot coverage and no setbacks. The proposed high density residential mixed with commercial uses on the La Vittoria site are compatible with the surrounding commercial uses. The proposed five-foot setbacks and 80-percent lot coverage is consistent with the B-4 Zone District standards to the east and north, but less restrictive than the B-3 Zone

District Standards, which require a 25-foot front setback and minimum 50-percent lot coverage. The B-3 Zone District has a similar 5- foot side-yard setback and a 15- foot rear-yard setback, which is only applicable when adjacent to a residential zone district.

(2) The PUD and Development Guide are in accord and in harmony with the Comprehensive Land Use Plan and are being done for the public good; that is, to serve one (1) or more goals of the Comprehensive Plan and enable legislation and thereby bear a relationship to the public health, safety, or general welfare.

Staff Analysis of Finding #2

La Vittoria PUD is designated by the Comprehensive Plan as an Arterial Commercial Mixed-Use Area. The Pueblo Comprehensive Plan designation of Arterial Mixed Use, states that the primary focus of these areas is retail sales and personal services, some office space is intermixed. The land use category does not prohibit compatible land uses other than heavy industrial uses. The La Vittoria PUD Development Guide 1st Amendment is in harmony with the Arterial Mixed-Use category by promoting commercial development along the Highway 50 West Corridor and introducing high density residential uses to further activate the commercial corridor.

The proposed PUD addendum is consistent with the Comprehensive Plan Designations.

(3) The PUD and Development Guide would encourage an appropriate use of land.

Staff Analysis of Finding #3

The proposed amendment promotes the mixture of commercial and high-density residential uses, which is appropriate under the Arterial Commercial Mixed-Use designation.

(4) The PUD and Development Guide would not be so injurious to surrounding properties to the extent of depriving neighboring property owners of any reasonable use of their property.

Staff Analysis of Finding #4

The land uses proposed in the PUD amendment will not have an injurious impact to surrounding properties to the extent of depriving neighboring property owners of any reasonable use of their property. The site is surrounded by commercial uses and the introduction of high-density residential uses mixed with commercial uses will not deprive nor limit the surrounding commercial uses.

(5) All land contained in the PUD District is within the City, proper notice was sent to surrounding property owners, and the required public hearing was held.

Staff Analysis of Finding #5

All of the land area is within the City of Pueblo and proper notice has been sent by the Department of Land Use Administration to surrounding property owners and the public hearing was held during a regularly scheduled Planning and Zoning Commission meeting.

RECOMMENDED ACTION:
Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment for the La Vittoria Planned Unit Development 1st Amendment be approved.

HEARING: Steve Daniel, 25587 Conifer Road, Conifer, CO 80433, represented the application. Mr. Daniel spoke in favor of the application

COMMISSION ACTION:
Motion to recommend approval of the rezoning made by Bailey, second by Spinuzzi.

MOTION PASSED 6-0 (Schilling absent)

3. **S-21-08 North Vista Highlands Fil No. 4**- A resubdivision of two non-buildable parcels reserved for future development. The subdivision site is 177.090-acres, generally located west of Cedarweed Boulevard and north of University Hills Filing No. 1 and University Park, 18th Filing.

Staff Report by Beritt Odom, Principal Planner

STAFF REVIEW AND FINDINGS:
The subject property is located north of University Park Subdivision, 18th Filing and University Hills Subdivision, Filing No. 1, consisting of 177.090 acres. The proposed subdivision creates two non-buildable parcels, Parcel A (140.596 acres) and Parcel B (36.494 acres) by adjusting the boundaries of the previously subdivided Parcel L and Parcel B. The purpose of the resubdivision is to adjust the boundary lines of the previously platted non-buildable parcels for future sale to individual developers. Prior to development, each parcel will have to be resubdivided into individual lots for residential or mixed-use development. This subdivision does not include any utility or public infrastructure development as both parcels are non-buildable.

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

ANALYSIS:
The proposed Subdivision conforms with the applicable Municipal Codes.

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

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 27, 2021.
Plat Deficiencies:	Not Applicable

Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	Not Applicable

HEARING: Mike Cuppy, NorthStar Engineering., 115 E. 5th Street, represented the application.

OPPOSITION:
John Millea, 5 Kalanchoe Ct., stated that he did not want to oppose the application but share concerns about the proposed residential development. Mr. Millea stated that he is concerned about the quality of the homes, continued maintenance, and upkeep of individual residential properties. Mr. Millea also expressed concern about the expansive soils in the area, which may cause problems with residential foundations and individual homeowners may not be able to afford to fix their foundations. Mr. Millea stated that he would like to see that the homes have garages, concerned about parking on front yards and he does not want to see alleys because they are an "eye sore."

MOTION: Motion to recommend approval of the North Vista Highlands, Filing No. 4 Subdivision was made by Bailey, second by Aznar.

MOTION PASSED 6-0 (Schilling Absent)

APPROVAL OF MINUTES
Approval of the minutes for the Planning and Zoning Commission Public Hearing held on October 13, 202. Motion by Bailey second by Avalos.

MOTION PASSED 6-0 (Schilling absent).

NEW/OLD BUSINESS:
None

ADJOURN

There being no further business the Regular Meeting was adjourned at 4:05 p.m.

Respectfully submitted, Attest:

Mike Castellucci
Chairperson

Scott Hobson
Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 211 East D Street, Pueblo, CO.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, December 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

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

2. **Z-21-14 815 Crane Ridge Drive Rezoning:** Rezoning of 2.24 acres, Lots 4-8, College Road Subdivision, 4th Filing, generally located north and west of Crane Ridge Drive. Rezoning is contingent upon approval of College Road Subdivision, 4th Filing Rearrangement of Property Boundaries.

Staff Report by Dani Baxter, Planner.

The applicant is requesting to rezone Lots 4-8, Block 1, College Road Subdivision, 4th Filing, (Parcels A, B, and C, College Road Subdivision 4th Filing, RPB-21-12), totaling 2.24-acres from B-4, Central Business District to B-P, Business Park District to accommodate future development of a tow yard.

BACKGROUND:

The subject property is generally located south of Fortino Boulevard, east of Club Manor Drive and north of Patty Lane in the College Road Subdivision, 4th Filing. The 2.24-acre site was originally comprised of five lots (Lots 4-8) and is currently undeveloped. In order to meet the lot size requirements for the Business Park (B-P) Zone District the applicant had to apply for a Rearrangement of Property Boundaries to create three parcels (Parcels A, B, and C) that meet the minimum lot size requirements. The Rearrangement of Property Boundaries is currently still under review.

A preliminary site plan has been submitted for redevelopment and proposes a tow yard office on Parcel A and tow yard vehicle storage on Parcels B and C. A tow yard in a B-P zone district is a use by review and the Zoning Board of Appeals approved the Special Use Permit for this location on September 28, 2021, contingent upon the property being rezoned to a BP Zone District. The approved Special Use Permit requires an additional landscape buffer and opaque, decorative barrier for noise mitigation, and no storage of towed vehicles or industrial uses are allowed on Parcel A, as a means to decrease noise trespass to the residential zone district to the north of the property.

Wayne's Towing has been a Pueblo business since 1970. They are being displaced from their current address at 2500 N Freeway Road due to the proposed CDOT changes to the Hwy 50 E and I-25 interchange. The Colorado Department of Transportation plans to acquire the current Wayne's Towing site as additional right-of-way to complete the I-25 reconstruction project. The applicant has been searching for a new property since June 2020 when they learned of CDOTs intentions to purchase their land. Wayne's is required to stay within city limits to continue fulfilling their contract with the Pueblo Police Department, as they are responsible for the city's

fleet vehicle pickup and removal. Also, if they are relocated outside city limits, they would no longer be allowed on the city's rotating tow list. The applicant states that it is imperative they continue to operate within city limits and have quick access to 1-25 and Hwy 50 to continue serving their customers.

Sit Means Sit, Dog Training and Kennel, is also being displaced because of CDOT's plans to update the Hwy 50 and I-25 interchange. Sit Means Sit purchased the property located on the south and east sides of Crane Ridge Dr., Lots 5 through 11, Block 2, College Road Subdivision. Sit Means Sit was granted a Special Use Permit in May 2021 for their operation of a kennel/cattery in a Central Business (B-4) Zone District. The proposed tow yard and dog training/kennel facility are considered industrial uses; however, each have received Special Use Permits that condition specific improvements and limitations to mitigate negative externalities that may stem from the uses. Once developed, the tow yard and dog kennel uses will sit opposite to one another and are not considered incompatible with each other.

ANALYSIS:

Comprehensive Plan Compliance:

The comprehensive plan depicts Arterial Commercial Mixed Use for these parcels. Arterial Commercial Mixed Use includes the large commercial areas and corridors found along key sections of I-25, portions of Highway 50, Pueblo Boulevard, Highway 47, Santa Fe Drive, Prairie Avenue and Northern Avenue. While the primary focus of these areas is retail sales and personal services, some office space is intermixed. This land use category does not prohibit compatible land uses other than heavy industrial uses. Uses located along major routes such as I-25 and Highway 50, are designed for the regional retail market segment. Uses along other arteries are geared to community-level shopping and services. Uncontrolled "strip" expansion of commercial development along arterial roadways instead of activity nodes should be discouraged. Development should create mixed uses that do not place emphasis on the parking areas but on the commercial uses themselves. Within the Business Park (BP) Zone District other uses by right include automobile dealership/rental, automobile repair shops, auto parts retail sales, parking lot/structure, outdoor storage facility, truck stop, and tow service.

However, since a tow yard is listed in the City of Pueblo Municipal Code as a heavy industrial use, it is not compatible with the outlined comprehensive plan, which explicitly states heavy industrial is not a compatible land use. Also, the comprehensive plan states land use should not emphasize parking areas, but instead emphasize commercial uses.

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 additional staff condition**:

1. This rezone application is contingent upon the approval and recording of the Rearrangement of Property Boundaries before being heard at City Council.

HEARING: Michael Fetty, Wayne's Towing, 2500 N Freeway, represented the application.

No one spoke in support for the application.

Patrick McConnel, 5793 I-25, Walsenburg CO, spoke in opposition to the application. Mr. McConnel owns the office building to the northeast of the proposed location, and he fears the proposed business will deter future leases and decrease his property value. Mr. McConnel also commented that this use may increase homelessness in the area.

Mr. Fetty then spoke again to state his business will deter homelessness already in that location. Mr. Fetty states there will maybe be 5-10 customers a day on site, outside of his 11 employees, with around 50 cars on their lot at a time.

COMMISSION ACTION:
Motion to recommend approval of the rezoning made by Bailey, second by Schilling.

MOTION PASSED 7-0

3. **Z-21-18 Pueblo Springs Apartments:** Rezoning approximately eighteen (18.55) acres generally located southeast of the intersection of W. Pueblo Blvd and 31st Avenue currently zoned A-1 being rezoned to R-5 (Multiple Residential and Office District).

Staff Report by Wade Broadhead, Planner

The applicant is requesting to rezone Lot One (15.01 acres) of the Pueblo Springs Apartments Subdivision from A-1, Agricultural One to R-5, Multiple-Residential and Office District to facilitate the development of a new apartment complex.

BACKGROUND:

The subject property was annexed into the city in November of 2021 and rezoned A-1 as an interim zoning classification until the time of development, as allowed by the approved Annexation Agreement (rezoning case Z-21-12), The current request is to rezone the western 15 acres of the property, proposed Lot 1, Pueblo Springs Apartments Subdivision, to R-5 Multiple Residential and Office district for the purposes of erecting a twelve building, 199 unit apartment complex for Phase 1. "Residence, multifamily" is a Use by Right in the proposed R-5 Zone District. The area is designated as Urban Residential Future Land Use Category, which allows for garden apartments (low-rise apartment structures) along collector and arterial roads. The proposed Pueblo Springs Apartments are situated at the southeast corner of W. Pueblo Boulevard (expressway) and W. 31st Street (collector) and are three stories with ample outdoor recreation amenities. The immediate area is now home to two large multifamily developments, a senior living facility and market rate apartment complex. The adjacent properties to the south, east, and west are all vacant prairie and as such there is no negative impact to surrounding residential neighborhoods. The R-5 Zoning and apartment complex are well situated for direct access to Pueblo Boulevard and Highway 50 and easy access to the south, east, and west and keeping high density uses directly along major arterials that can reduce neighborhood congestion.

The applicant has provided a commercial site plan detailing the 199-unit apartment complex. The site plan shows twelve structures located on Lot One to be constructed in Phase 1. The western portion of the rezoning site will be reserved for open space to protect the low bluffs and utilize the landscape as a noise barrier from Pueblo Boulevard and the applicant has enough space to meet the 20% Open Space requirement. The apartment complex will have a clubhouse,

pool, and walking trails. The applicant hopes to secure funding for Phase Two on Lot two shortly. City departments are reviewing the commercial plans and have made all modifications to guarantee utility and vehicular access to the two-lot subdivision. The proposed rezoning is in conformance with the Pueblo Regional Comprehensive Plan and is in conformance with the existing pattern of development in the immediate area.

ANALYSIS:

Comprehensive Plan Compliance:
The project site has been designated by the Pueblo Comprehensive Plan as "Urban Residential." The Pueblo Comprehensive Plan designation of *Urban Residential* area states neighborhoods are found predominantly within the city limits of Pueblo and the urbanizing areas in the City's immediate periphery. These neighborhoods have a mixture of housing types and neighborhood commercial services. The Comprehensive Plan states further that "zoning for duplexes, garden apartments and small office buildings may be allowed along collector and arterial roads." The proposed rezoning site is located east of N. Pueblo Boulevard, which is an expressway and south of W. 31st Street, which is a Collector Road, meeting the criteria for multifamily residential development within the Urban Residential land use designation. The proposed R-5, Mixed-Residential and Office District is in conformance with the actual development of the immediate area and in conformance with the Comprehensive plan.

RECOMMENDED ACTION:
Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED.**

HEARING: Emery Chuckly, 5671 N Oracle Rd, Suite 1102, Tucson, AZ, 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 Pasternak.

MOTION PASSED 7-0

4. **S-21-09 Pueblo Springs Apartments Subdivision:** The subdivision of approximately eighteen (18.55) acres into two lots generally located southeast of the intersection of W. Pueblo Blvd and 31st Avenue.

   Staff Report by Wade Broadhead, Planner.

   Applicant is requesting to create an 18.55 acre, two lot subdivision for the purposes of constructing an apartment complex

   STAFF REVIEW AND FINDINGS:
   Pueblo Springs Apartments development is located at the intersection of Pueblo Blvd and 31st street. Pueblo City Council recently approved the Pueblo Springs Apartments Annexation at their

November 8th, 2021, meeting. The subject property was annexed and zoned to A-1 as a holding zone until development plans were finalized (via rezoning case Z-21-12). The applicant is proposing creating a two-lot subdivision for an apartment complex to be constructed in two phases (one per lot). The initial phase will be constructed on Lot 1. The property slopes from Pueblo Boulevard to the east. A substantial small hill/bluff buffers the property from Pueblo Boulevard and will be retained as open/natural area. The proposed development has no internal streets so a 20' public utility and sanitary sewer easement has been added to the plat to ensure utility access to all proposed apartment buildings. Lot Two will have a relatively narrow frontage along 31st street and the plat shows this area obstructed by a stormwater retention pond so the applicant has added a 20' access easement to Lot 2 through the easterly portion of Lot 1. The stormwater retention pond on the northeast corner of the site is awaiting approval from stormwater and the city legal department their approval is required before City Council approval. The Annexation Agreement requires the applicant to also provide the wastewater flows prior to City Council Approval as well. The owner is requesting deferred filings for construction plans and profiles, offsite easements, and the Subdivision Improvement Agreement. The applicant is requesting a waiver for fees in lieu of park dedication based on the onsite amenities (which include a clubhouse, pool, and grassed open space) and preservation of open space on the western side of the parcel. The fee waiver resolution will be presented to City Council on December 13, 2021.

Comprehensive Plan Compliance:
The project site has been designated by the Pueblo Comprehensive Plan as "Urban Residential." The Pueblo Comprehensive Plan designation of *Urban Residential* area states neighborhoods are found predominantly within the city limits of Pueblo and the urbanizing areas in the City's immediate periphery. These neighborhoods have a mixture of housing types and neighborhood commercial services. Urban Residential allows for zoning of garden apartments (low rise apartments) along collectors and arterial. Pueblo Boulevard is classified as an expressway and 31st street is a collector. The subdivision and use conform with the Comprehensive plan.

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

Request for waiver from requirements:	Waiver of fees in lieu of park dedication. City Council to vote on a resolution to waive fees, December 13, 2021.
Requests for Modifications to Requirements:	Request for Deferred Filings for One Year: Defer construction plans, profiles and details of streets, sanitary sewers, storm sewers, drainage facilities, offsite easements and the Subdivision Improvement Agreement.
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Obtain approval of City/Stormwater Department retention pond easement location before the plat is approved by City Council. 2. Per the annexation agreement the applicant will provide wastewater expected

flows for the project before City Council approval.
3. Modify the ingress/egress access easement from Lot 1 to Lot 2 to be 24' in width instead of 20'.

HEARING: Emery Chuckly, 5671 N Oracle Rd, Suite 1102, Tucson, AZ, represented the application.

No one spoke in support or opposition for the application.

MOTION: Motion to recommend approval of the Pueblo Springs Apartments Subdivision was made by Bailey, second by Pasternak.

MOTION PASSED 7-0

5. **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

6. **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

APPROVAL OF MINUTES

Approval of the minutes for the Planning and Zoning Commission Public Hearing held on November 10, 2021. Motion by Bailey, second by Schilling.

MOTION PASSED 7-0

NEW/OLD BUSINESS:

None

ADJOURN

There being no further business the Regular Meeting was adjourned at 4:45 p.m.

Respectfully submitted,

Mike Castellucci
Chairperson

Attest:

Scott Hobson
Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 211 East D Street, Pueblo, CO.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Vacant
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, January 12, 2022 – 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 3:33 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, and Lisa Bailey.

Commissioners Absent: City Council Representative Chair is currently vacant.

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; Danielle Baxter, Planner; Bart Mikitowicz, Planner; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to approve the agenda, Seconded by Spinuzzi.

Motion passed 6-0.

PUBLIC MEETING AND ACTION

Regular Agenda

1. **Z-21-21: Rezoning 3004 S Prairie Avenue:** 1.69 acres located east of S. Prairie Ave. and north of Thornberry Ln., from B-3, Highway and Arterial Business District to B-P, Business Park Zone District

Staff Report by Beritt Odom

BACKGROUND AND ANALYSIS:

Mr. Rubin, owner of 3004 S. Prairie Avenue is requesting to rezone the property to a BP, Business Park Zone District to allow assembly and light manufacturing uses within the existing metal warehouse structure on the site. 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 was subdivided in 1976 to facilitate development of warehousing, light industrial and commercial uses, creating a light industrial and business park. In 1976 a Special Use Permit was granted to allow a warehousing use for the Coca-Cola Bottling Company at the site. A 16,000 square foot, metal warehouse was constructed on Lot 1 in 1977 and was used as the Coca-Cola Bottling Company warehouse until the mid-2000's. Adjacent properties to the south and east are zoned B-3, Highway Commercial Arterial, and house light industrial uses. The property to the west is zoned I-2, Industrial District, and is developed with a wireless communications tower (cell tower).

The subject property meets the BP Zone District minimum lot size, front and rear setbacks (the lot has multiple front setbacks and no rear setback because it sits adjacent to three public rights-of-way). However, the BP Zone District requires all structures within the district to be located a minimum of 100-feet away from an existing residential zone district and the metal warehouse on site sits approximately 10-feet from a R-2 Zone District located directly north of the site. The R-2 Zone District property is approximately 43,205 square feet and is developed with a single-family home, multiple accessory structures, and has numerous FedEx commercial vehicles on site. The R-2 zoning appears to be a remnant of the historic residential zoning that existed prior to the late 1960's. Because the rezoning site does not meet the structure separation distance from residential districts, the property owner is requesting a concurrent variance from the 100-foot building separation requirement. The proposed rezoning conforms to the comp plan designation of Employment Center Light Industry Mixed Use and the surrounding light industrial park development.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is approximately 73,285 square feet with the majority of the site paved in concrete and developed with a 16,000 square foot metal warehouse structure.

- **Neighborhood Compatibility:**

North	R-2, Single-family Residential District, developed with a residential structure, accessory structures and houses multiple commercial vehicles.

East	B-3, Highway and Arterial Business District, self-storage units.
South	B-3, Highway and Arterial Business District,
West	I-2, Industrial District, wireless communications tower.

- **Comprehensive Plan Compliance:**
  The proposed rezoning request conforms with the Pueblo Comprehensive Plan designation of Employment Center – Light Industrial Mixed Use. According to the Comprehensive Plan, light industrial uses, such as manufacturing, assembly, 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 light manufacturing facility use must comply with the BP performance standards which prohibits industrial processes that emit significant smoke, noise, or odors, and hazardous materials. Therefore, 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 additional staff condition**:

1. The applicant must secure a variance allowing the existing on-site structure to sit 10-feet from the adjacent R-2 zone district. The variance must be secured prior to City Council review.

HEARING: Nico Cordova (211 W 2nd St #306, Pueblo, CO 81003) spoke on behalf of the applicant and stated they signed a lease for Reyes Campers, manufacturing, and sales of campers. Property to north zoned R-2 wishes to rezone as well at a later time to BP zone district.

No one spoke in support or opposition for the application.

MOTION: Motion to recommend approval of Z-21-21 with the condition that the applicant must secure a variance allowing the existing on-site structure to sit 10-feet from the adjacent R-2 zone district prior to City Council review was made by Bailey, second by Avalos.

MOTION PASSED 6-0

2. **SNC-21-03: Street Name Change for a future portion of Spaulding Ave. located between W 11th St. and W 31st St**. The City staff is requesting a Street Name Change for a future portion of Spaulding Avenue located between W 11th Street. and W 31st Street to meet the Pueblo City-County Addressing Standards adopted in May 2010. The P&Z Commission will hold a public hearing to receive comments an provide a recommendation on the following proposed names: Tava Ave/Blvd, Crane Ave/Blvd, Sun Mountain Ave/Blvd, or Ranger Ave/Blvd.

Staff Report by Bart Mikitowicz

Staff Review and Findings:
City staff is proposing to rename the future undeveloped section of Spaulding Avenue that is located south of the intersection of West 31st Street and Spaulding Avenue. This future street is

east of Pueblo Blvd, in the city limits between W. 11th Street and 31st Street, terminating at the Southern Colorado Medical Center Subdivision. The Long-Range Transportation Plan has previously identified this roadway as a connection between Parkwest area (Southern Colorado Clinic Subdivision) linking in the future with 24th Street and 18th Street adjacent to Delores Huerta and Cesar Chavez schools. 24th Street is identified to be part of the future roadway corridor providing better access from the west side of the city into Downtown Pueblo. This future roadway corridor will help support development of western areas of the city. Originally, the road was platted to be an extension of Tuxedo Avenue, however modifications to the Long-Range Transportation Plan resulted in Tuxedo Avenue remaining as a north to south roadway that did not connect to 31st Street. In April 2001 the future platted sections of this roadway corridor were renamed to Spaulding Ave to reflect the change in planning direction.

In 2021, City of Pueblo IT Department identified several issues with the continuation of the Spaulding including possible confusion with Pueblo West addresses, driver disorientation from a north-south travel lanes changing to an east-west travel lanes, and most importantly to avoid future conflicts in the addressing system in which there weren't enough numbers remaining to match the future address points.

A majority of this road remains to be constructed including areas that yet to be subdivided. In November of 2021, the City of Pueblo Planning Department reached out directly to the property owners whose land was adjacent to future section of road. Upon receiving feedback, a public meeting was scheduled and held on December 12th at 6:00 p.m. via Zoom. At the meeting, several names were suggested.

The suggestions were compiled and analyzed against Pueblo City-County Addressing Standards by the Pueblo Regional Building Department and the City of Pueblo IT Department.

Name	**Significance**	**Usable**
Tava Ave/Blvd	Tava" being the Colorado Mountain Ute name for Pikes Peak, meaning "sun mountain"; due to its height, the peak was the first to be touched by the dawn.	Yes
Sun Mountain Ave/Blvd	English translation of "Tava"; see meaning above	Yes
Dolores Huerta Ave/Blvd	Honoring the late American labor leader and civil rights activist.	No; too long, 13-character limit
Foothills Ave/Blvd	Bearing in mind the original name of the area that is involved.	No; the name Foothills is already in use
Crain Ave/Blvd	Honoring the Crain Family, long time residence and contributors to this area.	Yes
Donley Ave/Blvd	Honoring the Donley Family, long time residence and contributors to this area.	No; the name Donley is already in use
Ranger Ave/Blvd	To help branding, marketing and way finding for Pueblo Rangers Soccer Club which are developing soccer fields in this area.	Yes

Recommended Action:
Staff recommends the Planning and Zoning Commission APPROVE the Street Name Change and the motion include a recommended NEW street name.

HEARING:
Testifying in Support of the street name change:

1. Tamara Pleshick (1725 Garwood Dr, 81005) part of NeighborWorks Pikes Peak Park project, recommends name "Tava" or "Sun Mountain."
2. William (Bill) Crain, resident of the area, recommends name "Crain."
3. Ashleigh Winans, part of NeighborWorks project, recommends "Tava" or "Sun Mountain."

No one spoke in opposition of the street name change.

COMMISSION ACTION:
Spinuzzi moved to recommend two street names, "Crain" and "Sun Mountain." Chairman Castellucci asked for a roll call vote with each commission member indicating their preferred street name:

- Spinuzzi-Crain
- Avalos-Crain
- Bailey-Crain
- Pasternack-Sun Mountain
- Aznar-Sun Mountain
- Castellucci-Sun Mountain

3. **Z-21-16: Rezoning: Pikes Peak Park PUD**: Proposal to rezone 75 acres generally located North of 24th St., west of Wildhorse Creek and east of Pueblo Blvd. to PUD allowing mixed-use residential and commercial development.

COMMISSION ACTION:
Motion to continue Z-21-16 to the February 9, 2022, P&Z meeting made by Avalos, seconded by Bailey.

MOTION PASSED 6-0

APPROVAL OF MINUTES
Approval of the minutes for the Planning and Zoning Commission Public Hearing held on December 8, 2021. Motion by Bailey, second by Spinuzzi.

MOTION PASSED 6-0

NEW/OLD BUSINESS:

1. **GU-21-08 K8 Expeditionary School-** Site Development Plan Review for K-8 Expeditionary School

Staff Report by Wade Broadhead

Synopsis:
District 60 is proposing to construct a new Kindergarten through eighth grade (K-8) school on the site of the former Heroes Academy, which was demolished in 2021. The proposed K-8 school will have two floors and serve 675 students. Outdoor student amenities including three new playgrounds, basketball courts, a multi-use play field and outdoor learning areas for art and other subjects. The auxiliary gym and athletic fields will remain.

Parking and Traffic:
Parking for the new school will be located primarily along the south and west of the building. Staff recommended the school district make and or repair pedestrian connections to adjoining Montezuma Road to the West and West Street to the East. Those sidewalk improvements will be made as part of this project according to the project architect. The previous site had relatively deteriorated and underdeveloped parking areas. The new design will enhance and rebuild parking lots providing a total of 129 spaces. An access road will snake around the building along the eastern and northern facades giving limited access to the back of the building where outdoor classrooms will be located. The road also provides some additional separation from the adjacent residential housing.

Landscaping:
Staff did not receive detailed landscape plans as part of the submittal, but the site plan and renderings seem to indicate landscape medians and areas along and around the school in between hardscaped courtyards. A Colorado themed grassland garden and outdoor learning center are shown on the north side of the property.

The median for the drop off zone is landscaped but the plan deviates from municipal code in that there does not appear to provide landscaped islands in the large parking areas to the south and west.

Architecture:
The proposed school includes multiple façade materials including concrete masonry unit veneer, prefinished galvanized steel, and metal panel wall systems. The front entrance of the school is located on the south side of the building and includes a small hardscape plaza area, multiple façade materials and windows providing visual appeal. All other facades provide visual interest with windows, varying plane depths, material, and color changes. The mechanical equipment on the roof will be screened. The predominate architectural façade feature, will be dark blue metal paneling together with variations of decorative concreate masonry unit block.

Planning and Zoning Commission Review per Colorado Revised Statutes §22-32-124:
According to the Colorado Revised Statutes "the board of education shall submit a site development plan for review and comment to the planning commission or governing body prior to construction of any structure or building." If the Planning Commission has concerns and or comments, the statutes state that "the planning commission or governing body may request a public hearing before the board of education relating to the proposed site location or site development plan."

Although there was no hearing there were multiple people in attendance to speak on behalf of this project. Amy (no last name given), Bob Lawson, Brian Calhoun, Dave Horner, Andrew Olson, Erica (no last name given).

2. **DPR-21-01 102 South Union Ave**- Development Plan Re-Approval for balcony on the second floor facing Union Avenue in a HARP-1 Zone District.

   Staff Report by Danielle Baxter

SYNOPSIS:

The applicant is requesting Planning and Zoning Commission review of a proposed 115 square foot balcony on the second floor of 102 S. Union Avenue. The proposed balcony will extend approximately five feet over the Union Avenue sidewalk right of way and will be approximately 23 feet long. The primary building material will be vertical black metal railing and will also include a stucco base to match the horizontal band on the façade of the building. The balcony will be partially supported by the one-foot stucco band that extends horizontally along the façade, and the remaining two feet will be cantilevered, with supporting corbels. The corbels will begin at approximately 13 feet above the sidewalk grade and extend upwards to the balcony deck which is approximately 16 feet above the sidewalk grade.

The original submittal was heard and approved on July 14, 2021, and included an 80 square foot balcony, which extended approximately four feet over the Union Avenue sidewalk and was approximately 20 feet in length. The new proposed balcony will be a foot wider over the Union Avenue sidewalk and three feet longer in length. The proposed black metal railing is now the main architectural element of the balcony. In the previous submittal the applicants proposed vertical black railing about a foot in height with most of the balcony being composed of stucco. The new proposed balcony has decorative vertical black railing approximately three feet in height, with a small stucco band along the base of the balcony. Also, the new submittal includes interior stormwater drainage, which will be collected under the balcony, funneled into the building's existing interior drainage system, and expelled from the building in the alley located on the southeast side of the building, which is currently where all the building's drainage is released.

Analysis:

The subject property is zoned HARP-1. Section 17-4-5(5)b(1) of the Pueblo Municipal Code states: "No building permit shall be issued nor shall any work be undertaken or commenced to construct, reconstruct, remodel, repair, paint, rehabilitate or in any way alter or modify the exterior of any building in a Historic Arkansas Riverwalk of Pueblo Zone District until the Planning and Zoning Commission has reviewed, approved and issued a written certificate of compliance for such work."

Design standards in the HARP-1 Zone indicate that the buildings must complement the traditional architectural design of the Union Avenue Historic District as well as provide a smooth visual transition from the street level to the river level. Staff analysis determined that the proposed balcony meets these standards as the balcony is symmetrical, much like many of the traditional Victorian commercial buildings along Union Avenue. While few of the historic buildings along Union Avenue have balconies, the Riverwalk facing façade of the subject property has multiple balconies, therefore, the single balcony along Union Avenue will provide a transition between the Historic Riverwalk Development and the Historic Business District.

Although there was no hearing the architect Dave Weiner was in attendance to speak on behalf of this project and answer questions.

COMMISSION ACTION:
Motion to approve amended changes to DPR-21-01 made by Bailey, seconded by Spinuzzi.

MOTION PASSED 6-0

3. **PUD-21-02 525 W 15th Street Parkview Cancer Center Signs** – Parkview is requesting Planned Unit Development Site Plan approval for two new monument signs and three wall signs to be constructed at the new Cancer Center site.

   Staff Report by Beritt Odom

SYNOPSIS:
Sign construction and placement within the Parkview Medical Center, Hospital Campus, are regulated by the Parkview Medical Center PUD, which requires all signs to be reviewed and approved by the Planning and Zoning Commission. Parkview Medical Center is proposing to construct two monument signs and three wall signs on the new Cancer Center. The first monument sign is proposed for construction at the corner of W. 15th Street and N. Greenwood Street and the second monument sign at the corner of W. 15th Street and N. Elizabeth Street. The decorative monument signs are located on Parkview property and list the tenements of the new cancer center that is currently under construction. The signs are 10-feet tall and consist of brick and anodized metal with the new Parkview logo. The color scheme is gray, black, and orange. Hospitals and medical clinics are a use by right in a R-5 Zone District, therefore the non-residential sign standards are an appropriate standard to utilize in analyzing sign area for the new cancer center. The R-5 municipal code standards for monument signs allow one monument sign per development site with 48 square feet of sign area and a maximum height of six-feet. Parkview is proposing two monument signs, with 62.27 square feet of sign area and a height of 10-feet, which exceeds the R-5 standards, but may be allowed if the Planning and Zoning Commission finds that the signs are appropriate for the development and provide an effective means of way finding.

Three wall signs are also being proposed for the new cancer center, the signs are located on the south and west façades. The Planning and Zoning Commission approved the proposed wall signs, which meet the non-residential R-5 Zone District Sign Standards for the new cancer center in February 2021 as part of the PUD Site Plan Review (PUD-21-01). Parkview is proposing two wall signs on the south façade, with a combined area of 146 square feet. The non-residential R-5 Zone District sign standards allow two square feet of signage per linear foot of frontage. The south elevation has 173-feet of frontage, allowing a maximum sign area of 346 square feet on the south façade. The proposed 146 square feet of sign area is well below the maximum area and meets the prior site plan approval. The west façade is approximately 98-feet in length, which allows a maximum sign area of 196 square feet (R-5 sign standards). The proposed sign area for the west façade is only 60 square feet, well below the maximum area allowed, meeting prior site plan approval.

Although there was no hearing the applicant was in attendance to speak on behalf of this project and answer questions.

COMMISSION ACTION:
Motion to accept sign plan as presented made by Bailey, seconded by Avalos.

MOTION PASSED 6-0

ADJOURN

There being no further business the Regular Meeting was adjourned at 4:46 p.m.

Respectfully submitted,

Mike Castellucci
Chairperson

Attest:

Scott Hobson
Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 211 East D Street, Pueblo, CO.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, January 26, 2022 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:
https://pueblo.zoom.us/j/7907749677?pwd=ZDF2d3p4NmRSZ1VCZ0J4akFCSjNFUT09

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: 790 774 9677
Passcode: 25436

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, Sarah Martinez, 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; Danielle Baxter, Planner; Melanie Turner, Interim Transportation Engineer and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to approve the agenda, Seconded by Spinuzzi.

Motion passed 7-0.

PUBLIC MEETING AND ACTION

1. **CP-22-01: Pueblo Regional Comprehensive Plan, January 2022, review, and recommendation.** Staff Report by Beritt Odom

Background:
Colorado Revised Statutes authorize municipalities and counties to prepare comprehensive plans as long-range planning guides. The comprehensive plan provides a framework for zoning, subdivision, annexation and other planning and land-use policies. The plan promotes the community's vision, goals, objectives, and policies, establishes a process for orderly growth and development, addresses both current and long-term needs. Comprehensive Plan elements include recreation and tourism (required by Colorado Statutes), transportation, land use, economic development, housing, water supply and conservation, sustainability, and urban design. Counties and municipalities generally update their Comprehensive Plans every 10 to 20 years to reflect the changing dynamics of a community and trends in development.

The current *Pueblo's Comprehensive Plan* (regional comprehensive plan including all of Pueblo County) was adopted by City Council in June of 2002 and has served as a guide for land use planning within the County for 20 years. The City of Pueblo has historically partnered with the Pueblo Area Council of Governments (PACOG) to act as the lead agency in developing the Comprehensive Plan that encompasses unincorporated Pueblo County, Pueblo's agricultural communities, municipalities, and Metropolitan Districts. The Pueblo County Planning Commission and the City of Pueblo Planning and Zoning Commission jointly serve as the Land Use Planning Committee ("Committee") to PACOG. The Committee studies and reviews, as required by law or as directed and assigned by PACOG, the City or County. The Pueblo Regional Comprehensive Plan is adopted separately by the Pueblo City Council and the Pueblo County Planning Commission. The goal is to maintain a common regional plan that can be utilized by Pueblo County and the City of Pueblo in reviewing future land use activities and proposals under a mutually agreed upon regional comprehensive plan.
Since 2002, the dynamics of Pueblo County have evolved. Pueblo's economic growth rate was the fourth highest among Colorado's metro areas. This is the result of a diversified economy and a growing number of individuals moving to Pueblo due to relative affordability and the temperate climate. Because of this, PACOG has embarked on an update to the Comprehensive Plan. Pueblo County received a $200,000 Department of Local Affairs EIAF Tier 1 grant to contract with a consulting team to create an updated Comprehensive Plan. The grant was matched with $250,000 provided by PACOG members. Clarion Associates were hired through a competitive bid process and began working with the Pueblo planning teams to draft the new Comprehensive Plan in November 2020.

***Pueblo Regional Comprehensive Plan, January 2022* Plan Elements:**

- Regional Goals and Policies-establishes goals and policies to:
    - Build a broader understanding of the region's shared vision and values.
    - Foster regional collaboration on a range of initiatives to help achieve that vision over the next 10-20 years; and
    - Inform day to day decision making in all areas of Pueblo County
- Regional Development Plan-establishes a framework for accommodating forecast residents and job and provides guidance to help the region consider other opportunities as they arise. It addresses the many factors that influence where and how the region will grow in the future.
    - Regional Growth Priorities,
    - Infrastructure and Services,
    - Evaluation Criteria for Major Projects,

    - Future Land Use Plan-guides future zoning actions within the City and County, and
    - Area-Specific Goals and Policies
- Implementation and Monitoring-highlights the major initiatives that will support the implementation of the Regional Comprehensive Plan over the next three years. Intended to be used as a tool to help inform the creation of:
    - Detailed work programs,
    - Capital improvement plans, and
    - Budgets
- Appendices
    - A. State of the County-analysis of infrastructure, economic base, neighborhoods and communities, key policy choices.
    - B. Fiscal Impact Findings-fiscal monitoring, City of Pueblo, Pueblo County, and Pueblo West Metro District models.
    - C. Scenario Outreach Materials
    - D. Tools and Best Practices to Support Agriculture-agriculture incentive programs, transfer, and purchase of development rights programs.
    - E. Community Engagement Summary-growth scenarios and key policy choices
    - F. Inventory of Cultural Resources-inventory of designated historic districts and properties within Pueblo.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission forward a recommendation to City Council for approval of the Pueblo Regional Comprehensive Plan, January 2022.

Clarion Associates:

Darcie White, Director Clarion Associates, provided an overview of the draft Comprehensive Plan. White stated that the Comprehensive Plan is a long-term plan, 10-20 years, that guides development and collaboration within Pueblo County. Developing the plan took 14 months to complete and was based on input from the community, elected officials, departmental and service provider work groups, in-person open houses, online input, and youth workshops. White stated that over 900 people participated in the online surveys.

White provided an overview of the plan's guiding principles, which include:

- Diverse lifestyles, attainable housing options
- Deepen our agricultural roots
- Help every community thrive
- Celebrate Pueblo
- A future ready economy and workforce
- Grow smarter
- Strengthen local and regional connections

All are important to strengthen the region and establish the goals and policies of the region. The plan also includes measures of success based on the guiding principles.

The land use portion is called the Regional Development Plan and will guide future land use decisions. The Regional Development Plan includes growth scenarios, that were presented to the community and various working groups. All groups preferred Growth Scenario C, Regional Centers, which focuses on prioritizing growth where infrastructure already exists; revitalization of

the downtown core area and neighborhoods; plans for redevelopment of vacant or declining commercial sites; support for established/emerging employment areas; protection of prime agricultural lands; more flexible land use categories; and slower growth/diversification in Pueblo West.

White provided an overview of the infrastructure and services by area, and the fiscal impact findings included in the plan. The plan includes evaluation criteria for major projects including criteria for each region to promote consistency with the regional plan and minimize potentially negative fiscal impacts on the City and County. The intent is for an Intergovernmental Agreement to be established to help solidify the partnership between the City and County on the evaluation criteria. Building on lessons learned from the 2002 plan and setting up the right tools to respond to future requests for development.

The Future Land Use Plan has three primary categories, neighborhoods, commercial and mixed-use areas, employment areas. The land use categories reflect the working groups interest in more flexible land use planning, providing primary and supporting land uses, density ranges to reflect built patters/desired outcomes, and distinctions in the scale, character, and mixture of uses. The Future Land Use Plan also provides area-specific goals and policies for the City of Pueblo, Pueblo West, Colorado City, St. Charles Mesa, Avondale, Rye, Boone, and Beulah Valley.

Plan goals and policies for the City include:

- Re-establish Downtown as a regional hub for living, working, and recreating.
- Promote reinvestment in the City's historic neighborhoods.
- Adapt the City's commercial centers and corridors to meet the changing needs of the community.
- Prioritize the development of vacant land within the city limits over the expansion of the community.
- Provide opportunities for the continued expansion and diversification of the region's employment base.

The final section of the plan is the Implementation Plan. The purpose of this section is to guide in the implementation of the plan over the next one to three years. Capital Improvement projects and work programs are intended to rely on the plan for guidance. This section will guide future development code regulations, including subdivision and zoning codes.

Commissioner Castellucci asked about the formation of the Title 32 Metropolitan Districts and if they would be a special type of metropolitan district? Scott Hobson, Acting Director of Planning and Community Development stated that a Title 32 District is a metropolitan district and is authorized under Title 32. If new areas are proposed to be developed outside of the city, the plan criteria would be used to evaluate the development proposal and the urban services proposed by the Title 32 District. Castellucci confirmed that the plan would be used to analyze whether the proposed development is appropriate based on criteria.

Commissioner Spinuzzi asked if Pueblo County would be adopting the same plan. Hobson stated that the City and County would be adopting the plan concurrently. The City and County would then coordinate on future amendments to the plan to keep the plan consistent between the two entities.

Commissioner Martinez asked about the major differences between the 2002 and 2022 Comprehensive Plan? Darcie White stated the primary differences are the regional goals and policies are much more extensive, focusing on land use and other considerations including health. Hobson concurred.

Scott Hobson stated that Pueblo County received a request from the Pueblo Chemical Depot to incorporate their master plan into the Regional Comprehensive Plan. The final Comprehensive Plan, adopted by the City and County, will include the Pueblo Plex Master Plan information.

HEARING:

No one spoke in support or opposition for the application.

MOTION: Motion to recommend approval of CP-22-02 to approve the Pueblo Regional Comprehensive Plan including the Pueblo Plex master planning changes was made by Bailey, second by Spinuzzi.

MOTION PASSED 7-0

ADJOURN

There being no further business the Regular Meeting was adjourned at 4:09 p.m.

Respectfully submitted,

Mike Castellucci
Chairperson

Attest:

Scott Hobson
Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 211 East D Street, Pueblo, CO.

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 28, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andrew E. Hayes, P.E., Director of Public Works

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES IN THE AMOUNT OF $83,994 TO DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, FOR PROJECT NO. 21-069 PRAIRIE AVENUE TO MINNEQUA LAKE TRAIL PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Design Services to Dibble & Associates Consulting Engineers, Inc., for engineering design services for Prairie Avenue to Minnequa Lake Trail Project.

PREVIOUS COUNCIL ACTION:

Ordinance 9969 dated July 12, 2021, established project CI2115, approved the Intergovernmental Agreement (IGA) between the City of Pueblo and Colorado Department of Transportation (CDOT), budgeted and appropriated funds totaling $388,000 for the Prairie Avenue to Minnequa Lake Trail Project.

BACKGROUND:

In December 2021, the City of Pueblo solicited Requests for Proposals for engineering design services for Prairie Avenue to Minnequa Lake Trail Project. The proposed design includes on-street and off-street trail connection west from Lake Minnequa Park to Alma Avenue along Tucci Lane and the trail south to Pueblo Blvd along the drainage ditch east of South Prairie Ave.

FINANCIAL IMPLICATIONS:

Funding in the amount of $83,994.00 will be paid from CI2115 –Prairie Avenue to Minnequa Lake Trail Project.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will result in the City of Pueblo being unable to proceed with the design of the Prairie Avenue to Minnequa Lake Trail Project.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Proposed Resolution
Agreement for Professional Services

RESOLUTION NO. 14816

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES IN THE AMOUNT OF $83,994 TO DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, FOR PROJECT NO. 21-069 PRAIRIE AVENUE TO MINNEQUA LAKE TRAIL PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, proposals for Project No. 21-069 Engineering Design services for the Prairie Avenue to Minnequa Lake Trail Project, have been received and examined;

WHEREAS, the proposal of Dibble & Associates Consulting Engineers, Inc., of Denver, Colorado, was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 21-069 Engineering Design services for the Prairie Avenue to Minnequa Lake Trail Project to be performed, and the contract for said services is hereby awarded to Dibble & Associates Consulting Engineers, Inc., of Denver, Colorado, in the amount of $83,994.00.

SECTION 2.

Funds for said Agreement shall be paid from Project No. CI2115 – Prairie Avenue to Minnequa Lake Trail Project.

SECTION 3.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, A Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the same.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED February 28, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

THIS AGREEMENT made and entered this ____ day of March, 2022 by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner" or "City") and Dibble & Associates Consulting Engineers, Inc., an Arizona Corporation authorized to do business in the State of Colorado, a professional engineering firm (hereinafter "Engineer") for Engineer to render certain professional planning, design, engineering and related services for Owner in connection with Bid 21-069 RFQ - Design Improvements for Prairie Ave. to Minnequa Lake Trail, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL

1.1 Engineer shall satisfactorily perform professional engineering services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[ ] - Study and Report Phase

[X] - Preliminary Design Phase

[X] - Final Design Phase

[X] - Preparation of Contract Documents & Bidding Phase

[X] - Construction Services Phase

Upon completion of any phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, and planning services. Engineer shall also provide any landscape engineering, surveying, and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described generally in Schedule 1 – "Scope of Services" and the items identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services.

1.3 Professional engineering services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to Owner and which shall be signed by and bear the seal of such registered engineer.

1.4 Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

1.5 Any architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

SECTION 2. ENGINEERING SERVICES

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall perform the following unless otherwise stated in Schedule 1:

(a) Consult with Owner to determine his requirements for the Project and review available data.

(b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c) and assist Owner in obtaining any such services.

(c) Provide special analyses of Owner's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

(d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.

(e) Provide general economic analysis of Owner's requirements applicable to various alternatives.

(f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner and setting forth Engineer's findings and recommendations with opinions of probable costs.

(g) Engineer shall furnish one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request hard copies as needed for no additional charge.

2.2 Preliminary Design Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall perform the following unless otherwise stated in Schedule 1:

(a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study Report on the Project.

(b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.

(c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.

(d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to Owner based thereon.

(e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.

(f) Engineer shall furnish one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request hard copies as needed for no additional charge.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the Project during the Final Design Phase, Engineer shall perform the following unless otherwise stated in Schedule 1:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope,

extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Engineer shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR ' 36 Standards.

(b) Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions, and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Engineer's best professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

(e) Engineer shall furnish one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request hard copies as needed for no additional charge.

2.4 Preparation of Contract Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Preparation of Contract Documents & Bidding Phase, Engineer shall perform the following unless otherwise stated in Schedule 1:

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Engineer shall consider and incorporate, to the extent both advisable and feasible, Owner's standard forms of agreement, warranty, payment and performance bonds, general conditions, and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to Owner. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.

(c) Make recommendations to Owner concerning the need for prequalification of equipment, vendors, or bidders, and, if requested by Owner, incorporate prequalification requirements in final bid and construction contract documents.

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Engineer's advice.

2.5 Construction Services Phase. If Engineer is to provide professional services with respect to the Project during the Construction Services Phase, after award by the Owner of a general contract or contracts for construction of the Project, Engineer shall perform the following unless otherwise stated in Schedule 1:

(a) Perform all duties and functions to be performed by Engineer under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Schedule 1 - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

(c) Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.

(d) Promptly advise the Owner in writing of any omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, supplier, or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data, and other submittals of the Contractor for conformance with the design concept of Project and compliance with the Drawings, Specifications, and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has inspected the Project and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the Drawings, Specifications, and other contract documents.

(i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

(k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

(l) The Engineer shall, if provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Contractor, the Engineer shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Engineer shall be final and binding on the Contractor and Owner, unless the Director of Public Works of the Owner shall, within seven calendar days after receipt of the Engineer's interpretation or decision, file his written objections thereto with the Architect and Contractor.

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

(a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including

designs, Drawings, Specifications, reports, and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his work.

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Engineer's negligent act or omission; except that Engineer hereby irrevocably waives and excuses Owner and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.

(c) Engineer's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.

(d) Engineer shall be completely responsible for the safety of Engineer's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss, or injury to Engineer's employees.

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Schedule 3 - "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

Within five (5) days of execution of this Agreement, Engineer shall designate in writing a Project representative who shall have complete authority to bind Engineer, and to whom Owner should address communications.

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's timetable for achievement of interim tasks and final completion of Project work, provided however, the Engineer will not be responsible for delays beyond his control.

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Engineer shall be compensated for his direct costs and professional time at the rates set forth in Schedule 2 - "Fee Schedule".

2.7 Requirements For State of Colorado Funding Assistance.

Engineer understands that Owner will be funding the Project in part or in whole by a grant or loan from the State of Colorado Department of Transportation (the “State Agency”) including by federal-aid funds. Engineer agrees it is subject to and shall comply with all applicable grant or loan conditions and the regulations of the State Agency and

federal-aid funds certifications and regulations which apply to the work under this Agreement, whether referenced in Schedule 1 or not. All applicable loan or grant conditions and regulations of the State Agency and federal-aid funds certifications and regulations are set forth in the CDOT Submittal and State of Colorado Intergovernmental Agreement ("IGA"), a copy of which is attached hereto, labelled Schedule 4 and incorporated herein. Without in any manner limiting such obligations, Engineer expressly acknowledges and agrees that:

(a) The design work under this Agreement shall be compatible with the requirements of the IGA for the design/construction of the project. The State Agency is an intended third-party beneficiary of this Agreement for that purpose.

(b) Upon advertisement of the project work for construction, the Engineer shall make available services as requested by the State Agency to assist the State Agency in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

(c) The Engineer shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State Agency's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.

(d) The State Agency, in its sole discretion, may review construction plans, special provisions and estimates and may require Owner to make such changes therein as the State Agency determines necessary to comply with State Agency and FHWA requirements.

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Engineer of Owner's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies or data possessed by Owner which relates to design or construction of the Project.

(d) Assist in arranging for Engineer to have access to enter private and public property as required for Engineer to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of Drawings, design, Specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the professional adequacy of his work. The Owner's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(f) Upon advice of the necessity to do so from Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.

(h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 45 days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – "Scope of Services" and Section 1 of this Agreement.

SECTION 5. PAYMENT

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $83,994.00 in the aggregate, and not to exceed those maximum amounts set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services as set forth in Exhibit B as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within 40 days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Schedule 2 - "Fee Schedule."

5.4 No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

5.5 No compensation shall be paid to Engineer for services required and expenditures incurred in correcting Engineer's mistakes or negligence.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Paragraph 2.6(g).

SECTION 6. TERMINATION

6.1 Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Engineer and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.2 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Client. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

6.3 In the event termination of this Agreement or Engineer's services is for breach of this Agreement by Engineer, or for other fault of Engineer including but not limited to any failure to timely proceed with work, or to pay its employees and Engineers, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Engineer's entire right to compensation shall be limited to the lesser of (a) the reasonable value of completed work to Client or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.4 Engineer's professional responsibility for its completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS

7.1 Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement. In the event Owner uses the designs, Drawings or Specifications provided hereunder for another project independent from Project, without adaptation by Engineer, Owner shall hold harmless and indemnify Engineer from all loss, claims, injury, and judgments arising from the use of such designs, Drawings or Specifications for such other project.

7.2 Advertising. Unless specifically approved in advance in writing by Owner, Engineer shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Engineer's employees. If Engineer wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the Owner for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3 Insurance and Indemnity.

(a) Engineer agrees that he has procured and will maintain during the term of this Agreement, such insurance as will protect him from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of his employees or of any person other than his employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) Insurance coverage shall meet all requirements of the Grant Agreement as provided in Subsection 2.7 of this Agreement. Engineer shall obtain and keep in force the following insurance policies and meet and perform the following conditions and requirements:

(i) Workers' Compensation Insurance as required by statutory requirements in Colorado and in any other state or states where the work is performed, and employers' liability insurance covering all employees acting within the course and scope of their employment.

(ii) Commercial General Liability Insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

a. $1,000,000 each occurrence;
b. $1,000,000 general aggregate;
c. $1,000,000 products and completed operations aggregate; and
d. $50,000 any 1 fire

(iii) Automobile Liability. Automobile liability insurance covering any auto (including owned, hired, and non-owned autos with a minimum limit of $1,000,000 each accident combined single limit.

(iv) Protected Information. Liability insurance covering all loss of State Confidential Information as defined in the Grant Agreement, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

a. $1,000,000 each occurrence; and
b. $2,000,000 general aggregate

(v) Professional Liability Insurance. Professional Liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

a. $1,000,000 each occurrence; and
b. $1,000,000 general aggregate

(vi) Crime Insurance. Crime insurance including employee dishonesty coverage with minimum limits as follows:

a. $1,000,000 each occurrence; and
b. $1,000,000 general aggregate

(vii) Insurance Conditions and Requirements

a. All insurance policies shall be issued by insurance companies with an AM Best rating of A- VIII or better.
b. The Owner and State shall be named as an additional insured on all commercial general liability policies required of Engineer. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to Owner and State.
c. Coverage provided by Engineer shall be primary over any insurance or self- insurance program carried by Owner or State.
d. All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Owner.
e. All commercial insurance policies shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Owner and State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
f. Engineer shall provide certificates evidencing Engineer's insurance coverage required under this Agreement as a condition of approval of this Agreement by Owner.

(c) Engineer agrees to hold harmless, defend and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors or omissions of Engineer, his employees, subcontractors, and consultants.

7.4 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, City of Pueblo Department of Public Works; Attention: Andrew Hayes, Director; 211 E. D Street; Pueblo, CO 810033 or to the Engineer at Dibble & Associates Consulting Engineers, Inc., Attention: C. W. Moyers, 2696 South Colorado Blvd., Suite 330, Denver, CO 80222. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5 Entire Agreement. This instrument contains the entire agreement between the Owner and the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the

event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Engineer may be assigned by him without the written consent of the Owner. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

7.7 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Engineer and by Owner's Director of Public Works.

7.8 Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado.

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

7.10 Severability. If any provision of this Agreement, except for Section 2.6, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.6 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.11 Appropriations. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Engineer shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

7.12 Additional Requirements on Federally Funded Contracts. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal funds, then this Agreement shall be construed to include all applicable terms required by the federal assistance agreement and integrated federal regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal requirements, irrespective of Engineer’s actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

7.13 Access to Property Not Under Owner’s Control. Engineer acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Engineer and Engineer’s employees and consultants shall, at Engineer’s expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Engineer in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Engineer understands and agrees that entry to properties not under Owner’s control may require Engineer to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES

8.1 Any dispute or disagreement between Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be determined and decided by the Owner's Director of Public

Works whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, pursuant to Rule 106, C.R.C.P.

8.2 Pending resolution of any dispute or disagreement, or judicial review, Engineer shall proceed diligently with performance of his work under this Agreement.

SECTION 9. SCHEDULES

The following Schedules are attached to and made a part of this Agreement:

Schedule 1 - "Scope of Services" consisting of 1page
Schedule 2 - "Fee Schedule" consisting of 1page
Schedule 3 - "Identification of Personnel, Subcontractors, and Task Responsibility"
Schedule 4 – "CDOT Submittal and State of Colorado Intergovernmental Agreement"

SECTION 10. ACCESSIBILITY.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Engineer therefore, will use his or her best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances, and regulations as they apply to the Project.

SECTION 11. STATE-IMPOSED MANDATES PROHIBITING WORKERS WITHOUT AUTHORIZATION FROM PERFORMING WORK

(a) At or prior to the time for execution of this Contract, Engineer shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with a "Worker Without authorization", as that term is defined within §8-17.5-101 (9), C.R.S. (herein "Worker Without Authorization"), who will perform work under this Contract and that the Engineer will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Engineer shall not:

(i) Knowingly employ or contract with a Worker Without Authorization to perform work under this Agreement;

(ii) Enter into a contract with a subcontractor that fails to certify to Engineer that the subcontractor shall not knowingly employ or contract with a Worker Without Authorization to perform work under this Agreement.

(c) The following state-imposed requirements apply to this Agreement:

(i) The Engineer shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

(ii) The Contractor is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(iii) If the Engineer obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a Worker Without Authorization to perform work under this Agreement, the Engineer shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Engineer has actual knowledge that the subcontractor is employing or contracting with a Worker Without Authorization; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(iii)A. above, the subcontractor does not stop employing or contracting with the Worker Without Authorization ; except that the Engineer shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a Worker Without Authorization.

(iv) The Engineer is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

(d) Violation of this Section by the Engineer shall constitute a breach of the agreement and grounds for termination. In the event of such termination, the Engineer shall be liable for City's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Engineer to violate any terms of participation in the E-Verify Program.

SECTION 12. PERA LIABILITY

The Engineer shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Engineer shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

(Signature Section on following page)

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
City Clerk

[S E A L]

DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

By_____
C. W. Moyers, Vice President

BALANCE OF APPROPRIATION EXISTS FOR THIS CONTRACT AND FUNDS ARE AVAILABLE

_____
Director of Finance

APPROVED AS TO FORM

_____
City Attorney

Attachments: Schedule 1 - "Scope of Services"
Schedule 2- "Fee Schedule"
Schedule 3 - "Identification of Personnel, Subcontractors, and Task Responsibility"
Schedule 4 – "CDOT Submittal and State of Colorado Intergovernmental Agreement"
Additional Information for Agreement

Schedule 1
Scope of Services

Excerpt from Section 3 of RFQ dated November 4, 2022

3.1 Scope of Service

All drawings, designs, plans, etc. shall follow CDOT format. Designs shall comply with the most current versions of the *Public Right-of-Way Accessibility Guidelines* (PROWAG), CDOT Specifications, and City of Pueblo *Standard Construction Specifications and Standard Details*.

3.1.1 Preliminary Design Phase

- Perform fieldwork (surveying, etc.) as required to provide conceptual overall design.
- Prepare schematic design plans (considered as 30% complete relative to final design) for City's review and comment. The schematic design plans shall adequately represent the design intent as represented in the preliminary design from the CDOT grant.
- Provide coordination with all applicable agencies as required (City Departments, adjacent property owners, utility companies, CDOT, etc.).
- Prepare for and host public information meetings; one (1) minimum.
- Provide detailed identification of easement acquisitions (if needed).
- Prepare a detailed project cost estimate.

3.1.2 Final Design Phase

- Perform final engineering and site design for presentation. Consultant shall include plans and profile, sections, storm water plans, and related work (including all incidentals).
- Obtain all regulatory agency approvals and clearances.
- Update the project cost estimate.

3.1.3 Preparation of Contract Documents and Bidding Phase

- Prepare Contract Documents (drawings, specifications, bidding documents, and any contract document addenda) for bidding the project in accordance with the requirements of the Director of Public Works and the City's procurement process.
- Coordinate with CDOT for review of the documents and all necessary clearances required by CDOT. Incorporate review comments from CDOT into documents.
- Provide a 90% Contract Document review meeting prior to bidding and allow two full weeks (minimum) for City staff review. Incorporate review comments into documents.

3.1.4 Construction Services Phase

Provide all services necessary to provide post-award construction services (PCAS) to include but not limited to the following:

- Attend specific construction issue meetings on an on-call basis (estimate 20 hours)

DIBBLE

Schedule 2
Fee Schedule

Project: **Design of Improvements for**
Prarie Ave to Minnequa Lake Trail
City of Pueblo
Date: 2/14/2022

Excerpt from Engineer's Revised Fee Schedule dated February 14, 2022

Contract Number: TBD
Project Number: TBD
Task Number: N/A
Amendment Number: N/A

Summary			Dibble	Subs

A. Design and Construction Services Fee

		Fee	Type		
1	Dibble Engineering	$55,864.00	Lump Sum	$55,864.00	
2	Norris Design (Landscape/Planning/Public Involvement)	$12,500.00	Lump Sum		$12,500.00
3	Edward James (Surveying)	$4,950.00	Lump Sum		$4,950.00
4	All Phase (Environmental)	$10,680.00	Lump Sum		$10,680.00
	Design and Construction Subtotal	**$83,994.00**		**$55,864.00**	**$28,130.00**

B. Design and Construction Services Fee Breakout by Phase

		Fee	Type		
1	Preliminary Design Phase	$44,899.33	Lump Sum	$21,102.67	$23,796.67
2	Final Design Phase	$15,603.33	Lump Sum	$13,436.67	$2,166.67
3	Preparation of Contract Documents and Bidding Phase	$17,289.33	Lump Sum	$15,122.67	$2,166.67
4	Construction Phase Services	$6,202.00	Lump Sum	$6,202.00	$0.00
	Design and Construction Subtotal	**$83,994.00**		**$55,864.00**	**$28,130.00**

C. Assumptions

1. Unless otherwise stated, design fee is limited to specific scope items listed in the RFQ.
2. Construction fee includes review of RFIs and contractor submittals.
3. Up to 2 renderings may be provided for the public meeting.
4. Environmental will perform a Phase 1 ESA with Categorical Exclusion.
5. Surveying boundary is limited to a 30-ft wide swatch along the proposed path alignment.
6. Underground utility survey is not included. Visible surface utilities will be surveyed.
7. Minimal landscape scope is provided at the trailheads. Enhanced landscape design and/or concept park drawings can be added for additional fee.
8. As-Builts are not included in the scope of work.
9. Trail lighting is assumed to be solar powered.

Firm:	Dibble	Contract Number:	TBD
		Project Number:	TBD
Project:	**Design of Improvements for**	Task Number:	N/A
	Prarie Ave to Minnequa Lake Trail	Amendment Number:	N/A
	City of Pueblo	0	0
Date:	2/14/2022	0	0

CONCEPTUAL AND SCHEMATIC DESIGN PHASE SERVICES SUMMARY

	Classification	Total Hours	Billing Rates	Total Costs
1	Principal	0	$294.00	$0.00
2	Senior Project Manager	0	$210.00	$0.00
3	Project Manager	86	$200.00	$17,200.00
4	Senior Engineer	0	$195.00	$0.00
5	QA/QC Manager	14	$195.00	$2,730.00
6	Project Engineer	94	$170.00	$15,980.00
7	Assistant Project Engineer (EIT	124	$144.00	$17,856.00
8	Admin Assistant	17	$85.00	$1,445.00
	Totals:	**335**		**$55,211.00**

DESIGN PHASE SERVICES DIRECT COSTS

	Item	Cost	Type of Compensation
1	Submittal Printing (Dibble).....	$160.00	Direct Cost
2	Travel (Dibble).....	$493.00	Direct Cost
3	Meals (Dibble).....	$0.00	Direct Cost
3	Lodging (Dibble).....	$0.00	Direct Cost
	Sub-Total for Direct Costs.....		**$653.00**

DESIGN PHASE SERVICES SUBCONSULTANTS

	Firm	Cost	Type of Compensation
1	Norris Design (Landscape/Planning/Public Involvement).....	$12,500.00	Lump Sum
2	Edward James (Surveying).....	$4,950.00	Lump Sum
3	All Phase (Environmental).....	$10,680.00	Lump Sum
	Sub-Total for Subconsultants:		**$28,130.00**

CONCEPTUAL AND SCHEMATIC DESIGN PHASE SERVICES TOTAL FEE

TOTAL FEE (*rounded*).....	**$83,994.00**

1.6 Statement of Qualifications & Experience

Primary Firm Name: Dibble & Associates Consulting Engineers, Inc. dba Dibble | **Address:** 2696 South Colorado Blvd., Ste. 330, Denver, CO 80222
Phone | Email | Primary Contact Person: 303.872.5759 | nwestphal@dibblecorp.com | Nick Westphal, PE | **Year Firm Formed:** 1962

PRIME CONSULTANT & SUBCONSULTANTS

KEY INDIVIDUALS

Our team can provide all the services the City requires to successfully complete this project. Figure 1 illustrates the organization of our proposed project team. Nick Westphal, PE, our proposed project manager, has more than 15 years of engineering and project management experience. He will ensure the Dibble team meets the City's expectations throughout the design and construction of the project.



NICK WESTPHAL, PE

Contract Role: Project Manager

Total Years of Experience: 15

Education: BS, Civil Engineering, University of Toledo

Professional Registration:
Registered Professional Engineer: Colorado No. 49619, Arizona No. 43423, New Mexico No. 26556, Wyoming No. 16624

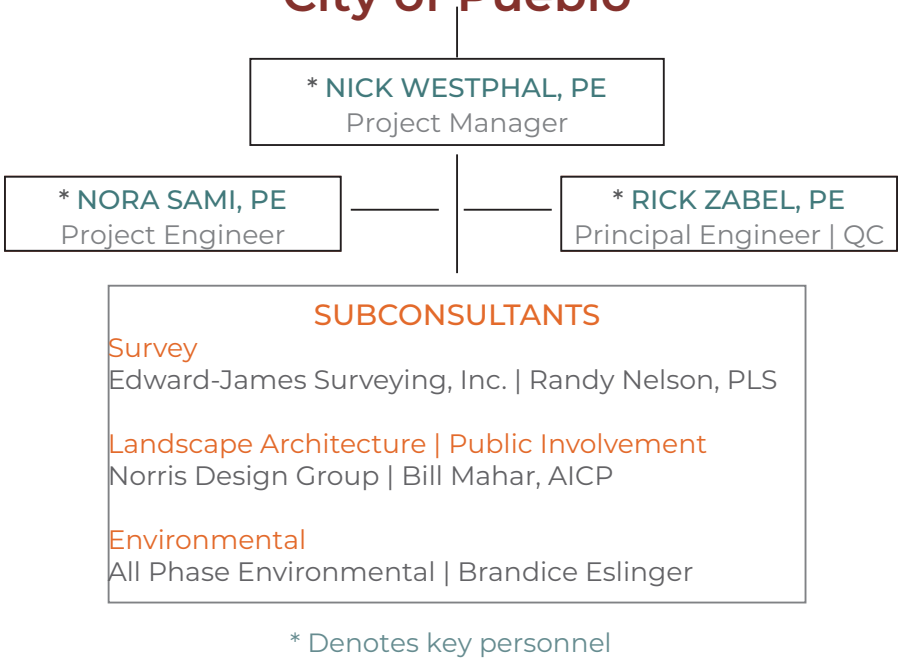
Nick has managed, designed, and participated in numerous transportation and land development projects over his career. His transportation project experience includes roadway design, signing, striping, waterline design, sewer design, and construction administration services and land development projects involving site grading, drainage analysis, utility design, and construction inspection. Nick has provided services for various clients, including cities, counties, states, and federal entities, giving him an intimate knowledge of the processes and procedures required to take a project from concept through construction.

REPRESENTATIVE PROJECTS

- US Forest Service, Sandia Crest Recreation Complex Parking Lot and Trail Improvements, New Mexico
- US Fish and Wildlife Service, San Luis Valley Headquarters/Visitor Center Complex Improvements, Alamosa, Colorado
- Green Valley Recreation ADA Assessment, Green Valley, Arizona
- City of Tucson Reid Park Zoo Gibbon Exhibit, Carousel, and Pathways, Tucson, Arizona
- Orange Grove Road Multi-Use Path and Bike Lanes, Pima County, Arizona

Figure 1

Dibble Team Organization



* Denotes key personnel



RICK ZABEL, PE, LEED AP

Contract Role:
Principal Engineer | Quality Control

Total Years of Experience: 35
Education: BS, Civil Engineering, North Dakota State University
Registrations: Registered Professional Engineer: Colorado No. 26818, LEED AP

Rick brings 35 years of civil engineering experience directing successful transportation engineering and facilities design and construction projects. Rick has managed multiple Colorado design contracts and has extensive experience with Colorado municipalities, including the City of Pueblo and the surrounding area. Rick is committed to ensuring each project is complete to the highest level of accuracy and that every task is provided with the attention and service it requires.

REPRESENTATIVE PROJECTS

- City of La Junta Brick & Tile Trail Design
- Pueblo Chemical Depot: Roads & Infrastructure Improvements
- Dollar General Stores: Site Design, Lamar, CO, & Las Animas, CO
- Pueblo Memorial Airport: RW 17L-35R Pavement Rehabilitation
- City of Boulder, Colorado Open Space, and Mountain Parks: Doudy Draw and Flatirons Vista Trailheads



NORA SAMI, PE

Contract Role: Project Engineer

Total Years of Experience: 15
Education: BS, Civil Engineering, Arizona State University | BS, Engineering Technology, University of Memphis
Registration: Registered Professional Engineer: Colorado No. 59593

Nora has more than 15 years of experience in civil engineering services with a diverse background in land development, transportation, drainage, and water/wastewater projects. Experience includes engineering design (grading, paving, and wet utilities), design reports, due diligence, cost estimation, and project coordination. Nora also specializes in quality control with a strong focus on ensuring project compliance with municipal, agency and project design requirements. Computer skills include, AutoCAD Civil 3D, ASE Civil, and Microsoft Office.

REPRESENTATIVE PROJECTS

- City of La Junta Brick & Tile Trail Design, La Junta, CO
- City of Phoenix Water Main Replacement Program, Phoenix, AZ
- City of Phoenix Empower College Prep Expansion, Phoenix, AZ
- City of Peoria 67th Avenue Drainage Study - Section 12, Peoria, AZ



SUBCONSULTANTS

NORRIS DESIGN
Landscape Architecture

Established in 1985, Norris Design's strategic partnership in planning, landscape architecture, and branding encompasses local, regional, national and international projects. Norris Design combines responsive service with creative solutions grounded in realism to deliver a design that thrives, both today and in the future. Their knowledge and implementation of green building strategies are key to their design process and the success of their projects. Norris designs always reflect the client's vision, goals, and resources.

Bill Mahar, AICP | Planning Principal

Bill is a planner with a background in landscape architecture. He brings a diverse experience in placemaking, active transportation, and community engagement. Bill has been involved in facilitating public consensus building for transportation projects, land use planning, and recreational planning. He is experienced in coordinating project teams and working with local jurisdictions to create solutions that work for all stakeholders. Bill brings enthusiasm and fresh ideas based upon balanced design and planning solutions to every project.

REPRESENTATIVE PROJECTS

- City of Lakewood Trail Inventory & Connectivity Assessment, Lakewood, CO
- Jeffco Trails Plan, Jefferson County, CO
- Town of Bennett Parks, Trails & Open Space Master Plan Update, Bennett, CO
- Town of Severance Parks & Recreation Master Plan, Severance, CO

EDWARD JAMES SURVEYING (EJSI)
Survey

Edward-James Surveying, Inc., was formed in 2003 in Colorado Springs, Colorado by Edward Fisher, PLS, and James Sincovec, PLS. The firm provides professional land surveying consulting services to municipalities, architects, engineers, construction contractors, developers, and homebuilders. With offices in both Colorado Springs and Pueblo, EJSI employs a staff that includes 4 professional land surveyors and 12 offices and field surveyors. The firm's size allows the firm to provide clients with personalized service and attention to detail. EJSI takes pride in their customer service, willingness to be flexible with project approach, and ability to complete projects on time and within budget successfully.

Randy Nelson, PLS | Survey Manager

Randy has over 21 years of experience in field and office work on a wide variety of surveying projects. Randy oversees all office and field personnel to ensure the quality and accuracy of all staking and calculations. He also is responsible for all scheduling, coordination, quality control, office processing of GPS data, computations, complex boundary analysis, preparing plats, ALTA surveys, and topographic maps. Randy is also experienced with Autocad Civil3D to prepare drawings and legal documents for all his projects.

ALL PHASE ENVIRONMENTAL
Environmental

All-Phase Environmental Consultants, Inc. (APEC) headquarters are located in Pueblo, Colorado. APEC is a multidisciplinary environmental consulting firm with proven experience. The corporation has been solving environmental problems associated with regulatory and liability issues since the companies' inception in 1999. The quality of APEC's work coupled with the staff has earned APEC a reputation of a high-quality, cost-effective, quick turnaround organization. APEC holds certifications as a UDBE (Underutilized Disadvantaged Business Enterprise), ESB (Emerging Small Business), and Woman-Owned Business Certificate. PEDCO, CO-BIDS, and others.

Brandice Eslinger | Environmental Specialist

Brandice has more than 20 years of experience in the environmental science arena. She has specialized in underground storage tank investigations and subsequently has reinforced her higher education with field experience in geology, hydrogeology, and hydrology. The remediation experience ranges from the implementation of SVE/AS systems to Chemical Injections and Ozone Integrations. Significant experience in Phase I Environmental Site Assessments (ESA's) on industrial and commercial properties; Phase II ESA's on all types of properties specializing in subsurface soil investigations and groundwater sampling and modeling. Recent experience with preparing corrective action plans (CAP's) using technological and economic feasibility studies.

REPRESENTATIVE PROJECTS

- Pueblo West Metro District: Water Line Extension
- Moore's Valley Auto: Site Characterization
- City of La Junta Brick & Tile Trail Design, La Junta , CO

Schedule 4
State of Colorado Intergovernmental Agreement

(83 pages attached)

MULTIMODAL OPTIONS FUND - LOCAL FUND PROJECT SUBMITTAL

Colorado Department of Transportation

APPLICANT INFORMATION

1. ELIGIBLE APPLICANT AGENCY – indicate ONE

■ Municipality ❑ County ❑ Transit Agency ❑ School Dist. ❑ Other_____

2. AGENCY NAME		3. ADDITIONAL CO-SPONSORS	
THE CITY OF PUEBLO			
4. CONTACT PERSON	TITLE	PHONE	
BILL ZWICK	CAPITAL PROJECTS MANAGER	719-553-2259	
5. AGENCY MAILING ADDRESS	CITY	STATE	ZIP
211 EAST D STREET	PUEBLO	CO	81003

PROJECT DESCRIPTION

6. PROJECT NAME

PRAIRIE AVENUE - LAKE MINNEQUA CONNECTOR TRAIL PROJECT

7. PROJECT LOCATION/ADDRESS - if applicable	8. PROJECT PHYSICAL LIMITS (mileposts, intersecting roadways, boundaries, etc.)
SOUTH PUEBLO; LAKE MINNEQUA DRAINAGE DITCH, EAST OF PRAIRIE AVENUE	PRAIRIE AVENUE TO LAKE MINNEQUA PARK, PUEBLO BOULEVARD TO TUCCI LANE

9. COUNTY(ies)	10. MUNICIPALITY(ies)	
PUEBLO	PUEBLO	

12. 1-2 SENTENCE DESCRIPTION OF PROJECT

THE PROJECT INCLUDES DESIGN OF PHASE 1 AND PHASE 2 AND CONSTRUCTION OF PHASE 1 OF A 12 FOOT WIDE TRAIL (7" REINFORCED) CONCRETE MULTI-USE TRAIL. CONSTRUCTION WILL ALSO INCLUDE LIGHTING, CROSSWALKS, BOLLARDS, TRAILHEAD IMPROVEMENTS AND ON-STREET BIKE LANES.

ELIGIBILITY

13. PROJECT ELEMENTS – check all that apply

PEDESTRIAN & BICYCLE/ NON-MOTORIZED TRANSPORTATION

- ☑ Bicycle & pedestrian facilities - construction
- ☑ Bicycle & pedestrian facilities - design
- ☑ Infrastructure related projects to provide safe routes for non-drivers
- ☐ Planning/study for bicycle/non-motorized transportation

FIXED-ROUTE OR ON-DEMAND TRANSIT

- ❑ Planning, feasibility or service delivery study
- ❑ Transit Vehicle purchase
- ❑ Transit Operations
- ❑ Administration, Maintenance or Passenger facility
- ❑ Equipment

OTHER

- ❑ Transportation Demand Management programs
- ❑ Multimodal Mobility projects enabled by new technology
- ❑ Multimodal Transportation studies

PLAN INTEGRATION

14. Is your project defined in a regional plan? ☑ / ☐ If yes, please identify the plan: BIKE & PED MASTER PLAN
15. Is your project defined in a local plan? ☐ / ☑ If yes, please identify the plan:

FUNDING

PROJECT COST	TOTAL ($)
16. MMOF FUNDS REQUESTED	$195,000.00
17. MATCH FUNDING SOURCE(S)*	
CITY OF PUEBLO (IGA WITH CDOT)	$195,000.00
18. TOTAL PROJECT COST	$390,000.00

*Please list all funding sources.

REQUIRED INFORMATION

19. REQUIRED ATTACHMENTS – please label attachments accordingly

- ■ Attachment A – Description of proposed project
- ■ Attachment B – Maps, plans and photographs
- ❑ Attachment C – Evidence of eligibility by project category
- ❑ Attachment D – Benefits of proposed project
- ❑ Attachment E – Environmental Review
- ■ Attachment F – Cost estimate and project implementation schedule signed by CDOT
- ■ Attachment G – Proposed maintenance plans, agreements, covenants
- ❑ Attachment H – Resolutions of community financial support and letters of approval
- ■ Attachment I – Right-of-way or legal property description

SIGNATURE

20. AUTHORIZED AGENCY REPRESENTATIVE SIGNATURE	Mayor of Pueblo	TITLE
		DATE

Prairie Avenue – Lake Minnequa Connector Trail Project

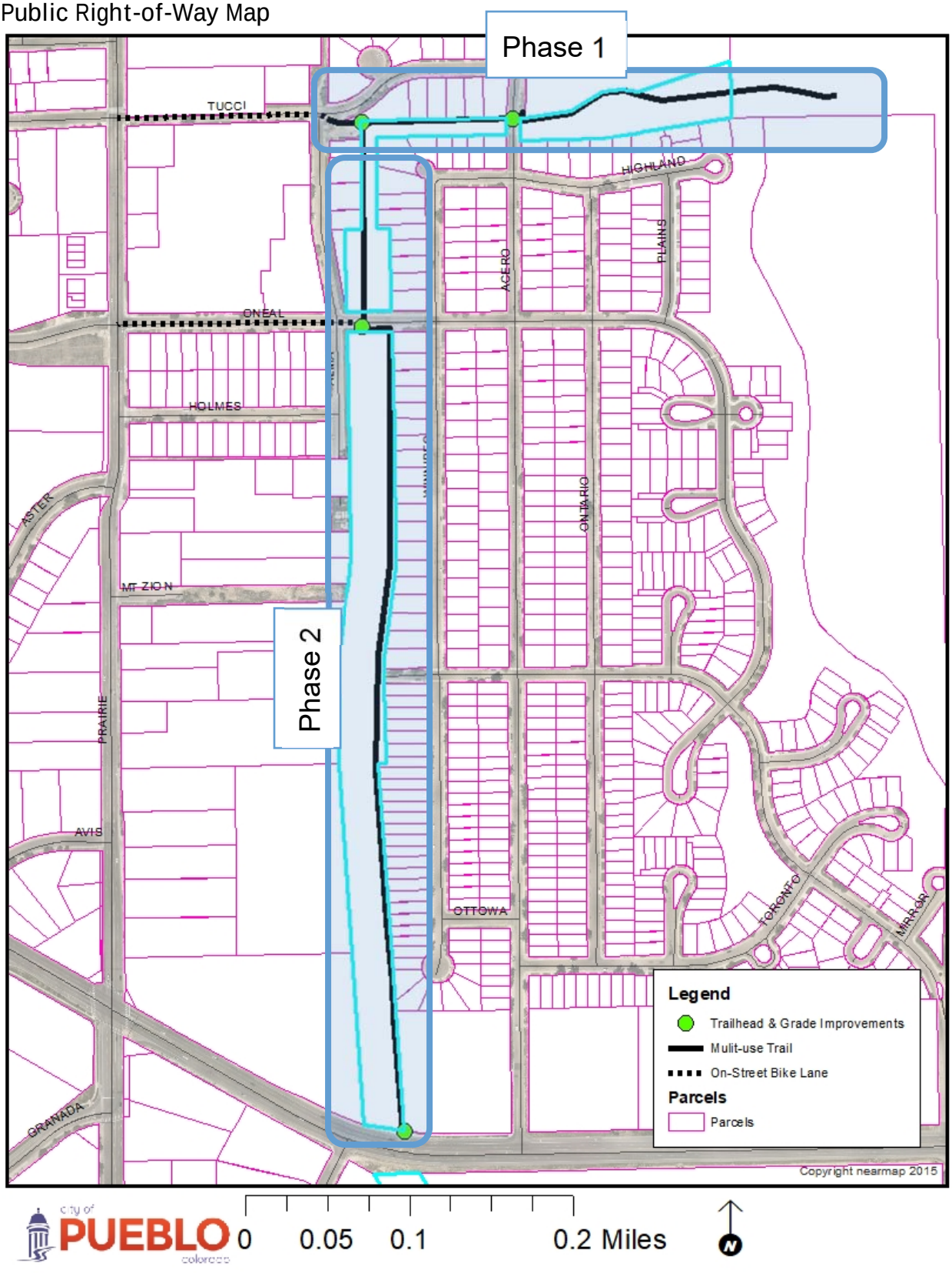
ATTACHMENT A – PROJECT DESCRIPTION

The Prairie Avenue corridor is a north / south arterial roadway through the southern portion of the City of Pueblo connecting commercial, residential, schools and the Colorado State Fair Grounds just north of the project area. This portion of the Prairie Avenue corridor is heavily utilized by residents that live along this corridor but is currently unsafe for pedestrian and bicycle use. The project will create an on-street and off-street connection from Prairie Avenue and SH45, Pueblo Blvd, to Lake Minnequa, Pueblo's Largest Park.

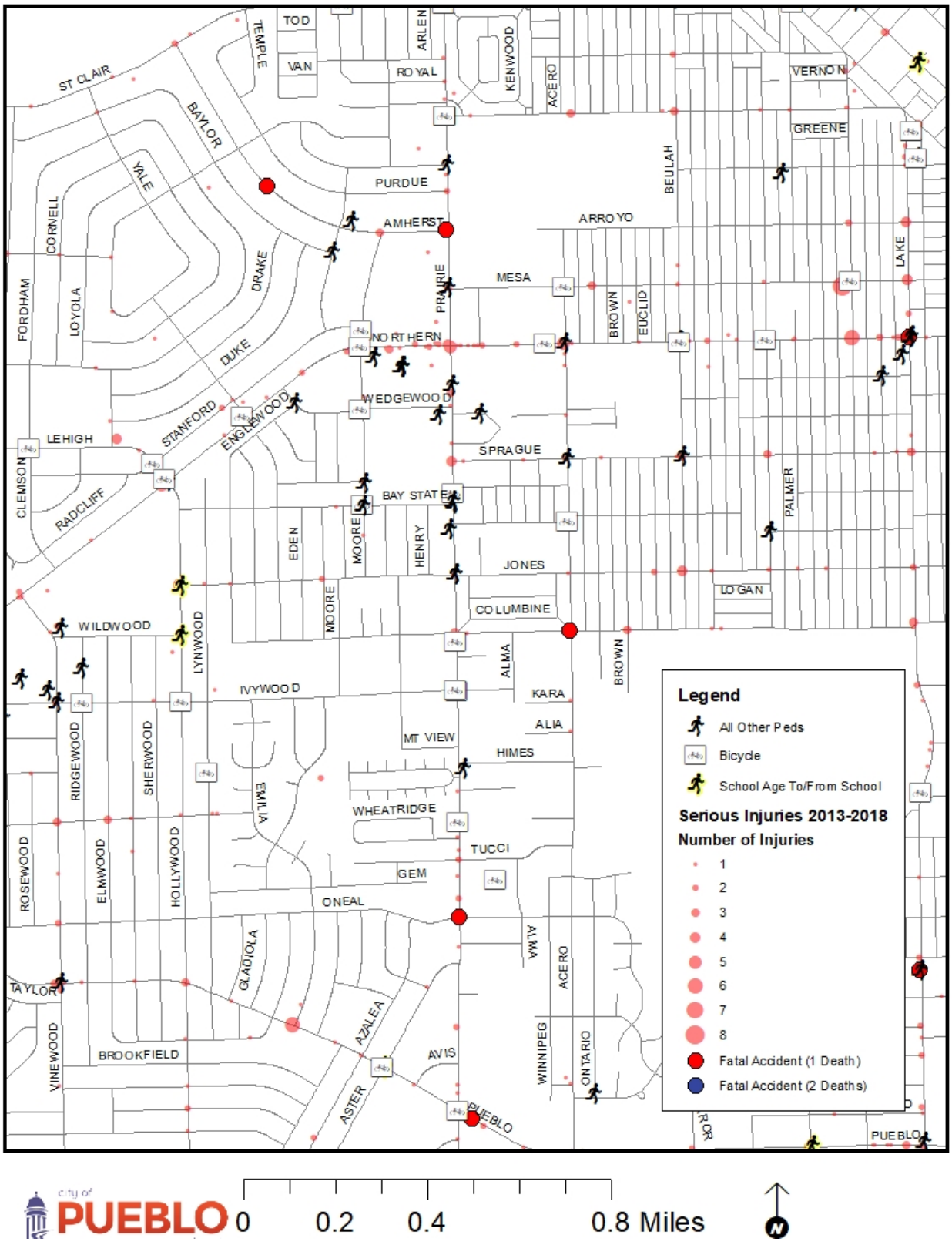
The project will be completed in two (2) phases, with the grant request incorporating Phase 1 only. Phase 1 will include the planning, survey, and design of the entire project. Phase 1 also includes the construction a 12 foot (7" reinforced) concrete multiuse-trail: east-to-west from the existing Lake Minnequa Trail, along the drainage ditch, to Alma Avenue, trailhead improvements at Tucci Lane, and crossing and trail grade improvements at Acero Avenue. Phase 2 includes the remainder of the trail construction: north-to-south along the right-of-way to Alma Avenue and Tucci Lane then south along the drainage ditch terminating at SH45, Pueblo Boulevard, and trail grade improvements at O'Neal Avenue. Construction along both phases of the trail will also include lighting, crosswalks improvement, on-street bike lanes, bollards, and some grading.

ATTACHMENT B – MAPS, PLANS AND PHOTOGRAPHS

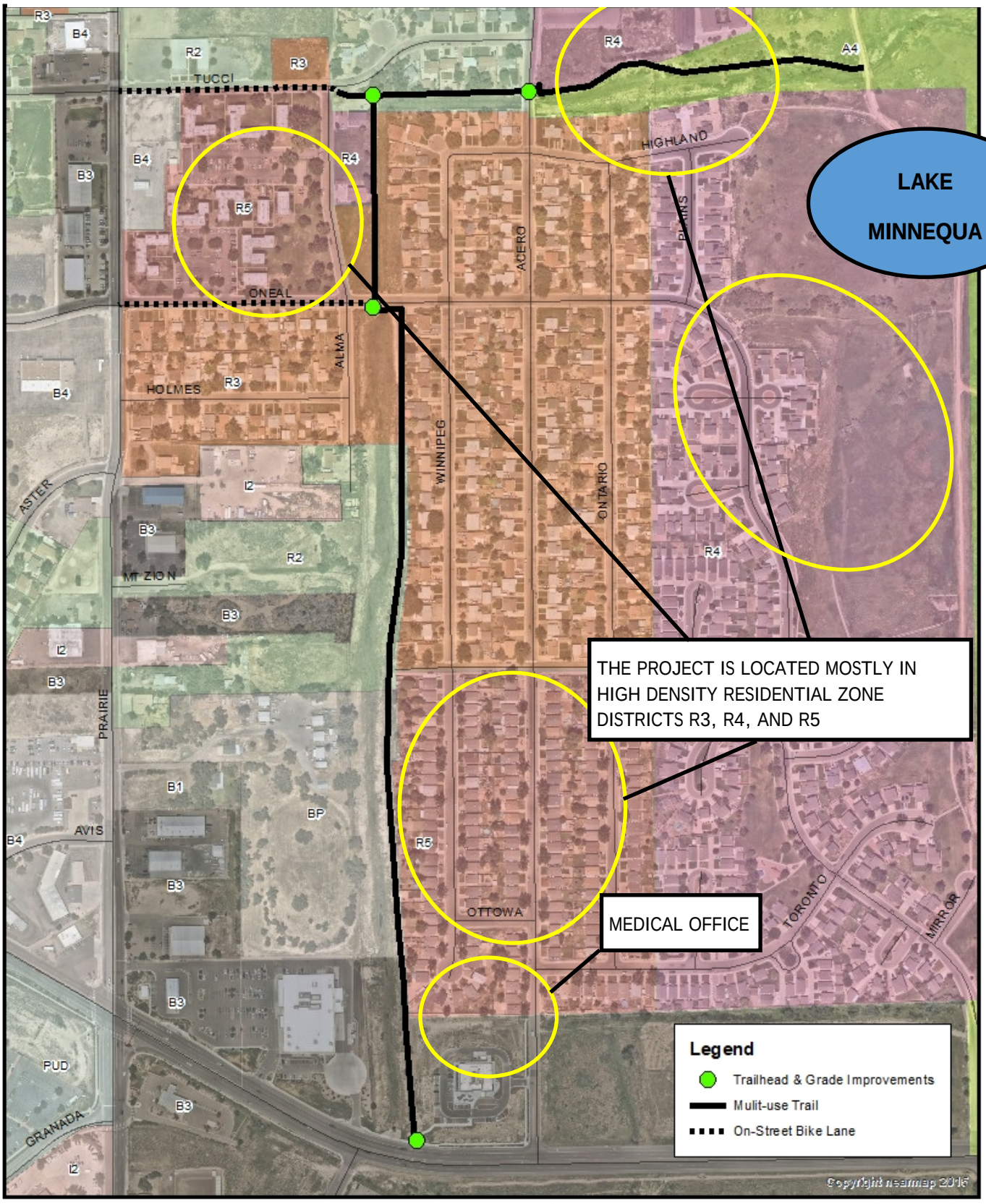
Public Right-of-Way Map



Prairie Avenue Accident Data



ZONING MAP OVERLAY



city of PUEBLO colorado

0 0.05 0.1 0.2 Miles

ATTACHMENT F – BUDGET AND SCHEDULE

Cost Estimate & Budget

Construction Cost Estimate

Prairie Avenue – Lake Minnequa Connector Trail Project Phase 1

	Item	Unit Cost	Quantity	Extended Cost
1	12' wide 7" reinforced concrete trail	$8.00	20,000	$160,000.00
2	Trail Lighting	$30,000.00	1	$30,000.00
3	Trailhead, Tucci Lane, curb & gutter sidewalk trail	$25,000.00	1	$25,000.00
4	Bike Lane Striping & Markings	$3.50	714	$2,500.00
5	Trail grade improvements at Acero Ave	$50,000.00	1	$50,000.00
				$267,500.00

	Cost
Project Construction Bid Items	$267,500.00
Contingencies / Unlisted Items	$26,700.00
Traffic Control	$11,400.00
Mobilization	$16,400.00
Design, Phase 1 and Phase 2	$68,000.00
Total of Phase 1 Bid Items	**$390,000.00**

PROJECT SCHEDULE

1.	Grant Notification	April	2020
2.	IGA	May	2020
3.	Design RFP	June	2020
4.	Award Design Contract	July	2020
5.	Begin Design	August	2020
6.	End Design	December	2020
7.	Bid Project Construction	January	2021
8.	Begin Construction	April	2021
9.	End Construction	July	2021
10.	Project Closeout	October	2021

ATTACHMENT I – RIGHT-OF-WAY

All right-of-way is owned by the city. This project will not require the acquisition for construction of the trail improvements.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
Signature and Cover Page

State Agency Department of Transportation			**Agreement Routing Number** 21-HA2-XC-00024
Local Agency CITY OF PUEBLO			**Agreement Effective Date** The later of the effective date or February 25, 2021
Agreement Description PRAIRIE AVENUE TO MINNEQUA LAKE TRAIL			**Agreement Expiration Date** February 24, 2031
Project # MTF M086-088 (24024) / TAP M086-091 (24079)	**Region #** 2	**Contract Writer** VJM	**Agreement Maximum Amount** $388,000.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY CITY OF PUEBLO DocuSigned by: 99E488FB4726452... Signature Nick Gradisar Mayor By: (Print Name and Title) Date: 5/7/2021	**STATE OF COLORADO** Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director DocuSigned by: AB4C0B01642B42E... Stephen Harelson, P.E., Chief Engineer Date: 5/10/2021
2nd State or Local Agency Signature if Needed Signature By: (Print Name and Title) Date:	**LEGAL REVIEW** Philip J. Weiser, Attorney General N/A Assistant Attorney General By: (Print Name and Title) Date:

In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by:
BDA801C5CEAC478...
Department of Transportation

Effective Date: 5/10/2021

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

TABLE OF CONTENTS

1. PARTIES 2
2. TERM AND EFFECTIVE DATE 2
3. AUTHORITY 3
4. PURPOSE 4
5. DEFINITIONS 4
6. STATEMENT OF WORK 6
7. PAYMENTS 9
8. REPORTING - NOTIFICATION 14
9. LOCAL AGENCY RECORDS 14
10. CONFIDENTIAL INFORMATION-STATE RECORDS 15
11. CONFLICTS OF INTEREST 16
12. INSURANCE 16
13. BREACH 18
14. REMEDIES 18
15. DISPUTE RESOLUTION 19
16. NOTICES AND REPRESENTATIVES 20
17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION 20
18. GOVERNMENTAL IMMUNITY 21
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM 21
20. GENERAL PROVISIONS 21
21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) 23
22. FEDERAL REQUIREMENTS 25
23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 25
24. DISPUTES 25

EXHIBIT A, STATEMENT OF WORK
EXHIBIT B, SAMPLE OPTION LETTER
EXHIBIT C, FUNDING PROVISIONS
EXHIBIT D, LOCAL AGENCY RESOLUTION
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement ("Local Agency"), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the "State" or "CDOT"). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase ("Phase Performance Period(s)"). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; 2) before the encumbering document for the respective phase *and* the official

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e**., the expiration of Multimodal Transportation Options Funding ("MMOF") if applicable, whichever is sooner. The State's obligation to pay Agreement Funds exclusive of MMOF will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on February 24, 2031 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i.**

i. Method and Content

The State shall notify Local Agency of such termination in accordance with **§16.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the "Fixing America's Surface Transportation Act" (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the "Federal Provisions"), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration ("FHWA").

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Agreement Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

C. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

D. "**Budget**" means the budget for the Work described in **Exhibit C**.

E. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

F. "**Consultant**" means a professional engineer or designer hired by Local Agency to design the Work Product.

G. "**Contractor**" means the general construction contractor hired by Local Agency to construct the Work.

H. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

I. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.

J. "**Evaluation**" means the process of examining Local Agency's Work and rating it based on criteria established in **§6, Exhibit A** and **Exhibit E**.

K. "**Exhibits**" means the following exhibits attached to this Agreement:

i. **Exhibit A**, Statement of Work.
ii. **Exhibit B,** Sample Option Letter.
iii. **Exhibit C**, Funding Provisions
iv. **Exhibit D**, Local Agency Resolution
v. **Exhibit E**, Local Agency Contract Administration Checklist
vi. **Exhibit F**, Certification for Federal-Aid Contracts
vii. **Exhibit G**, Disadvantaged Business Enterprise
viii. **Exhibit H**, Local Agency Procedures for Consultant Services
ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
x. **Exhibit J**, Additional Federal Requirements
xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance")

L. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

M. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

N. "**FHWA**" means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation's highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

O "**Goods**" means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

P. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

Q. "**Initial Term**" means the time period defined in **§2.B**

R. **"Multimodal Transportation Options Funding"** or **"MMOF"** means money transferred from the general fund to the fund pursuant to C.R.S. §§24-75-219 (5)(a)(III) and (5)(b)(III) and any other money that the general assembly may appropriate or transfer to the fund.

S. "**Notice to Proceed**" means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.

T. "**OMB**" means the Executive Office of the President, Office of Management and Budget.

U. "**Oversight**" means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.

V. "**Party**" means the State or Local Agency, and "**Parties**" means both the State and Local Agency.

W. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.

X. "**Recipient**" means the Colorado Department of Transportation (CDOT) for this Federal Award.

Y. "**Services**" means the services to be performed by Local Agency as set forth in this Agreement, and shall include any services to be rendered by Local Agency in connection with the Goods.

Z. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.

AA. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).

BB. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

CC. **"State Purchasing Director"** means the position described in the Colorado Procurement Code and its implementing regulations.

DD. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

EE. "**Subcontractor**" means third-parties, if any, engaged by Local Agency to aid in performance of the Work.

FF. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

GG. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

HH. "**Work**" means the delivery of the Goods and performance of the Services in compliance with CDOT's Local Agency Manual described in this Agreement.

II. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. STATEMENT OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement.

Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the period of performance for a phase of Work authorized under this Agreement. To exercise this phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B.** The State's unilateral extension of phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

a. Perform or provide the Plans to the extent required by the nature of the Work.

b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.

c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.

d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.

e. Stamp the Plans as produced by a Colorado registered professional engineer.

f. Provide final assembly of Plans and all other necessary documents.

g. Ensure the Plans are accurate and complete.

h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".

b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.

c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:

1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.

2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.

3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.

4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.

5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b)and (d).

6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:

(a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

(b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

(c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.

(d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.

b. Local Agency shall be responsible for the following:

1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).

2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).

(a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).

(b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within 3 working days after they are publicly opened.

(c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.

(d) The requirements of §6.A.iii.b.2 also apply to any advertising and bid awards made by the State.

(e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.

b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.

c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at http://www.codot.gov/business/manuals/right-of-way); however, the State always retains oversight responsibilities.

d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

1) Right of way acquisition (3111) for federal participation and non-participation;

2) Relocation activities, if applicable (3109);

3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.

b. Obtain the railroad's detailed estimate of the cost of the Work.

c. Establish future maintenance responsibilities for the proposed installation.

d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.

e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in **§7.F.vi.**

B. State's Commitments

i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.

ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.

b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

e. If a project is funded in part by the State with MMOF there is an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. In order to receive payment from the State or credit for the match, Work must be completed prior to the expiration date of funding and invoiced in compliance with C.R.S. §§24-75-102(a) and 24-30-202(11). Billing for this work must be submitted 30 days prior to the end of the State Fiscal Year which is June 30th.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.

b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A**.).

C. Matching Funds

Local Agency shall provide matching funds as provided in **§7.A**. and **Exhibit C**. Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D**. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§7**. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A.** Such Option Letters may not modify the other terms and conditions stated in this Agreement, and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also issue a unilateral Option Letter to simultaneously increase and decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. The State may update any information contained in **Exhibit C**, Sections 2 and 4 of the Table, and sub-sections B and C of the **Exhibit C**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA has not closed this Federal Award within 1 year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to **§19** or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five (5) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§16**.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Local Agency shall permit the State to audit, inspect, examine, excerpt, copy, and transcribe Local Agency Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Local Agency or a third party.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with **§16** within 7 days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12**.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§14** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B,** shall have all of the remedies listed in this **§14.A.** in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State **(a)** secure that right to use such Work for the State or Local Agency; **(b)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(c)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§13.B** and the dispute resolution process in **§15** shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§16** without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Donald Scanga, Local Agency Coordinator
5615 Wills Boulevard
Pueblo, CO 81008
719-621-8340
donald.scanga@state.co.us

For the Local Agency

City of Pueblo
Kelly Grisham, Senior Planner
211 East D Street
Pueblo, CO 81003
719-553-2254
kgrisham@pueblo.us

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is $100,000 or greater, either on the Effective Date or at anytime thereafter, this **§19** shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. Colorado Special Provisions in the main body of this Agreement.
ii. The provisions of the other sections of the main body of this Agreement.
iii **Exhibit A**, Statement of Work.
iv. **Exhibit D**, Local Agency Resolution.
v. **Exhibit C**, Funding Provisions.
vi. **Exhibit B**, Sample Option Letter.
vii. **Exhibit E**, Local Agency Contract Administration Checklist.
viii. Other exhibits in descending order of their attachment.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

M. Survival of Certain Agreement Terms

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-103.5-101 C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq*., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

Revised 11-1-18

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as Exhibit F, Exhibit I, Exhibit J, Exhibit K and Exhibit M are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of Exhibit G and Local Agency Contract Administration Checklist regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

24. DISPUTES

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

EXHIBIT A
SCOPE OF WORK

Prairie Ave to Minnequa Lake Trail
MTF M086-088 (24024) and TAP M086-091 (24079)

1. General Description

The Local Agency shall be responsible for design and construction of an on-street and off-street trail connection from Prairie Avenue and SH45, Pueblo Blvd, to Lake Minnequa in the City of Pueblo, Project M086-088 (24024) and M086-091 (24079). The project will include the design of the entire project and will include construction of a 12' wide concrete multi-use trail, trailhead improvements and crossing and trail grade improvements. The project will also include lighting, crosswalk improvements, on-street bike lanes, bollards and some grading.

STIP# (SR25079.078)

2. Definitions – N/A

3. Personnel

3.1. Responsible Administrator.

The Local Agency's performance hereunder shall be under the direct supervision of the project manager identified in §18 of the Agreement.

3.2. Replacement

The Local Agency shall immediately notify the State if any key personnel cease to serve and seek its approval. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change would take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct the Local Agency to suspend performance on the Work until such time as their replacements are approved. All notices sent under this subsection shall be sent in accordance with §18 of the Agreement.

4. Administrative Requirements

At all times from the effective date of this Agreement until completion of the Work, the Local Agency shall maintain properly segregated books of State Agreement funds, matching funds, and other funds associated with the Work. All receipts and expenditures associated with said Work shall be documented in a detailed and specific manner, and shall accord with the Work Budget set forth herein.

5. Monitoring

The State shall monitor this Work on an as-needed basis. The State may choose to audit the business activities performed under this Agreement. The Local Agency shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Agreement. Such books and records shall contain documentation of the participant's pertinent activity under this Agreement in a form consistent with good accounting practice.

This project is funded with Multi-Modal Options Funding (MMOF). MMOF funding expenditures must be invoiced by June 1st of the year they expire.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

EXHIBIT B

SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code	**Original Agreement #**	

Vendor Name: _____

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the performance of this Agreement and/or update a Work Phase Performance Period.

Option A
In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency), the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by $0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B
In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C
In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the performance of this Agreement and/or update a Work Phase Performance Period.

The total encumbrance as a result of this option and all previous options and/or amendments is now $0.00, as referenced in **Exhibit *C-1***. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: as referenced in **Exhibit C-1**.

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By: _____
Stephen Harelson, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date:_____

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

EXHIBIT C – FUNDING PROVISIONS **TAP M086-091 (24079)**
MTF M086-088 (24024) - MMOF

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be $388,000.00, which is to be funded as follows:

1. BUDGETED FUNDS	
TAP M086-091 (24079)	
a. Federal Funds (100% of Participating TAP Funds)	$194,000.00
MTF M086-088 (24024)	
b. State Funds (100% of MMOF Funds)	$194,000.00
TOTAL BUDGETED FUNDS	$388,000.00
2. OMB UNIFORM GUIDANCE	
a. Federal Award Identification Number (FAIN):	TBD
b. Federal Award Date:	TBD
c. Amount of Federal Funds Obligated:	$0.00
d. Total Amount of Federal Award:	$194,000.00
e. Name of Federal Awarding Agency:	FHWA
f. CFDA Number	CFDA 20.205
g. Is the Award for R&D?	No
h. Indirect Cost Rate (if applicable)	N/A
3. ESTIMATED PAYMENT TO LOCAL AGENCY	
a. Federal Funds Budgeted	$194,000.00
b. State Funds Budgeted	$194,000.00
c. Less Estimated Federal Share of CDOT-Incurred Costs	$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	$388,000.00
4. FOR CDOT ENCUMBRANCE PURPOSES	
TAP M086-091 (24079)	
a. Total Encumbrance Amount	$194,000.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
MTF M086-088 (24024)	
c. Total Encumbrance Amount (Only CDOT funds are encumbered)	$194,000.00
d. Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
Net to be encumbered as follows:	$388,000.00

Note: Design and Construction funds are currently not available. Design and Construction funds will become available after execution of an Option Letter (Exhibit B) or formal Amendment.

WBS Element 24079.10.30	Performance Period Start*/End Date TBD / TBD	Design	3020	$0.00

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

WBS Element 24079.20.10	Performance Period Start*/End Date TBD / TBD	Const.	3301	$0.00
WBS Element 24024.10.30	Performance Period Start**/End Date N/A- N/A	Design	3020	$0.00
WBS Element 24024.20.10	Performance Period Start**/End Date N/A- N/A	Const.	3301	$0.00

***For TAP M086-091 (24079) the Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three milestones are achieved will not be reimbursable.**

****For MTF M086-088 (24024) the Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.**

B. Matching Funds

TAP M086-091 (24079)
The matching ratio for the federal participating funds for this Work is 100% federal-aid funds to 0% Local Agency matching funds, it being understood that such ratios apply only to the $194,000.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds $194,000.00, and additional federal funds are made available for the Work, the Local Agency shall pay 20% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than $194,000.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

MTF M086-088 (24024)
The matching ratio for the federal participating funds for this Work is 100% State funds to 0% Local Agency matching funds, it being understood that such ratios apply only to the $194,000.00 that is eligible for State participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds $194,000.00, and additional State funds are made available for the Work, the Local Agency shall pay 50% of all such costs eligible for State participation and 100% of all non-participating costs; if additional State funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than $194,000.00, then the amounts of Local Agency and State funds will be decreased in accordance with the funding ratio described herein.

C. Maximum Amount Payable

TAP M086-091 (24079)
The maximum amount payable to the Local Agency under this Agreement shall be $194,000.00 (For CDOT accounting purposes, the federal funds of $194,000.00 and the Local Agency matching funds of $0.00 will be encumbered for a total encumbrance of $194,000.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.
The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the federal participating funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. E. of this contract.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

MTF M086-088 (24024)
The maximum amount payable to the Local Agency under this Agreement shall be $194,000.00 (For CDOT accounting purposes, the State funds of $194,000.00 will be encumbered, but the Local Agency matching funds of $0.00 will NOT be encumbered), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. The total budget of this project is $194,000.00. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the federal participating funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. E. of this contract.

D. Single Audit Act Amendment
All state and local government and non-profit organizations receiving $750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than $750,000
If the Local Agency expends less than $750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of $750,000 or more-Highway Funds Only
If the Local Agency expends $750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of $750,000 or more-Multiple Funding Sources
If the Local Agency expends $750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

COLORADO DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

Project No.	STIP No.	Project Code	Region
M086-091/M086-088		24024/24079	2

Project Location	Date
Prairie Avenue	3/25/2020

Project Description
Prairie Ave. To Minnequa Lake Trail

Local Agency	Local Agency Project Manager
The City of Pueblo	Kelly Grisham
CDOT Resident Engineer Lachelle Davis	CDOT Project Manager Don Scanga

INSTRUCTIONS:
This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the *CDOT Local Agency Manual*.

The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The “X” denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a “#” will denote that CDOT must concur or approve.

Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:
Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consist with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463	X	X
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement	X	
5.4	Conduct Design Scoping Review Meeting	X	
5.5	Conduct Public Involvement	X	
5.6	Conduct Field Inspection Review (FIR)	X	
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	
5.9	Obtain Utility and Railroad Agreements	X	
5.10	Conduct Final Office Review (FOR)	X	
5.11	Justify Force Account Work by the Local Agency	X	
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	

Previous editions are obsolete and may not be used.

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
5.13	Document Design Exceptions - CDOT Form 464	X	
5.14	Prepare Plans, Specifications and Construction Cost Estimates	X	
5.15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)		XX
6.2	Determine Applicability of Davis-Bacon Act This project ☐ is X is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Lachelle Davis 3/25/2020 CDOT Resident Engineer (Signature on File) Date		X
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than $1 million (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances	X	
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7.2	Advertise for Bids	X	
7.3	Distribute “Advertisement Set” of Plans and Specifications	X	
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7.5	Open Bids	X	
7.6	Process Bids for Compliance		
	Check CDOT Form 715 - Certificate of Proposed Underutilized DBE Participation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 718 - Underutilized DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract	X	
7.10	Provide “Award” and “Record” Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor	X	
8.2	Project Safety		X
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B)	X	
	Pre-survey • Construction staking • Monumentation	 X X	
	Partnering (Optional)	X	
	Structural Concrete Pre-Pour (Agenda is in *CDOT Construction Manual)*	X	
	Concrete Pavement Pre-Paving (Agenda is in *CDOT Construction Manual)*	X	
	HMA Pre-Paving (Agenda is in *CDOT Construction Manual)*	X	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8.5	Supervise Construction		

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Melanie Turner 719-553-2283 Local Agency Professional Engineer or Phone number CDOT Resident Engineer	X	
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
	Construction inspection and documentation	X	
8.6	Approve Shop Drawings	X	
8.7	Perform Traffic Control Inspections	X	
8.8	Perform Construction Surveying	X	
8.9	Monument Right-of-Way	X	
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates Provide the name and phone number of the person authorized for this task. Melanie Turner 719-553-2283 Local Agency Representative Phone number	X	
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
8.12	Prepare and Authorize Change Orders	X	
8.13	Submit Change Order Package to CDOT	X	
8.14	Prepare Local Agency Reimbursement Requests	X	
8.15	Monitor Project Financial Status	X	
8.16	Prepare and Submit Monthly Progress Reports	X	
8.17	Resolve Contractor Claims and Disputes	X	
8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Don Scanga 719-546-5434 CDOT Resident Engineer Phone number		X
MATERIALS			
9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required **prior to** installation of steel	X	
9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	 X X	X
9.3	Perform Project Acceptance Samples and Tests	X	
9.4	Perform Laboratory Verification Tests	X	
9.5	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	X X X X	
9.6	Approve Sources of Materials		
9.7	Independent Assurance Testing (IAT), Local Agency Procedures ☐ CDOT Procedures X • Generate IAT schedule • Schedule and provide notification • Conduct IAT	 X X X	
9.8	Approve mix designs • Concrete • Hot mix asphalt	 X X	
9.9	Check Final Materials Documentation	X	
9.10	Complete and Distribute Final Materials Documentation	X	

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	X	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire	X	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		X
11.2	Write Final Project Acceptance Letter	X	
11.3	Advertise for Final Settlement	X	
11.4	Prepare and Distribute Final As-Constructed Plans	X	
11.5	Prepare EEO Certification	X	
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11.8	Obtain CDOT Form 17 from the Contractor and Submit to the Resident Engineer	X	
11.9	Obtain FHWA Form 47 - Statement of Materials and Labor Used … from the Contractor	X	
11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		X
11.11	Process Final Payment		X
11.12	Complete and Submit CDOT Form 950 - Project Closure		X
11.13	Retain Project Records for Six Years from Date of Project Closure		X
11.14	Retain Final Version of Local Agency Contract Administration Checklist	X	

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

Previous editions are obsolete and may not be used.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

EXHIBIT F

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

EXHIBIT G
DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or its the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency upon request: Business

Programs Office

Colorado Department of Transportation 2829 West Howard Place

Denver, Colorado 80204

Phone: (303) 757-9007

REVISED 1/22/98 REQUIRED BY 49 CFR PART 26

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states "The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost" and according to 23 CFR 172.5 "Price shall not be used as a factor in the analysis and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.

2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.

3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.

4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.

6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.

7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

a. Qualifications,

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

b. Approach to the Work,

c. Ability to furnish professionalservices.

d. Anticipated design concepts, and

e. Alternative methods of approach for furnishing the professional services. Evaluation factors for final selection are the consultant's:

a. Abilities of their personnel,

b. Past performance,

c. Willingness to meet the time and budgetrequirement,

d. Location,

e. Current and projected work load,

f. Volume of previously awarded contracts, and

g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than $50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

EXHIBIT I
FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the- job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

a. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

b. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

c. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of- way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.
Contracting agencies may elect to apply these requirements to other projects.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis- Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements.

It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S.DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal- aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and
7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENTPREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by thecontract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available toall persons concerned with the project:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROLACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below.

18 U.S.C. 1020 reads as follows:

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph(a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of $10,000 by the Local Agencys and their contractors or the Local Agencys).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of $2,000 awarded by the Local Agencys and the Local Agencys when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of $100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land or other aid. The Local Agency shall also include the following in all contract advertisements:

> *The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.*

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____

(***Name of Recipient***)

by_____

(***Signature of Authorized Official***)

DATED_____

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), the Regulations for the Administration of (***Name of Appropriate Program***), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

EXHIBIT K
FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. **"Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

1.1.1. Grants;
1.1.2. Contracts;
1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
1.1.4. Loans;
1.1.5. Loan Guarantees;
1.1.6. Subsidies;
1.1.7. Insurance;
1.1.8. Food commodities;
1.1.9. Direct appropriations;
1.1.10. Assessed and voluntary contributions; and
1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award ***does not*** include:

1.1.12. Technical assistance, which provides services in lieu of money;
1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
1.1.14. Any award classified for security purposes; or
1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. **"Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in **§1.1.1** through **1.1.11** above.

1.3. **"Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
1.5.2. A foreign public entity;
1.5.3. A domestic or foreign non-profit organization;

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

1.5.4. A domestic or foreign for-profit organization; and

1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. **"Executive"** means an officer, managing partner or any other employee in a management position.

1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.

1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

1.15.1. Salary and bonus;

1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

1.15.4. Change in present value of defined benefit and actuarial pension plans;

1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. "**Transparency Act**" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17 "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

   3.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

   3.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

   4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

   4.2. In the preceding fiscal year, Contractor received:

      4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

      4.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

   4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in **§2** above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1 Subrecipient's DUNS Number as registered in **SAM**.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

CDOT SUBRECIPIENT RISK ASSESSMENT	Date:	
Name of Entity (Subrecipient):		
Name of Project / Program:		
Estimated Award Period:		
Entity Executive Director or VP:		
Entity Chief Financial Officer:		
Entity Representative for this Self Assessment:		

Instructions: (See "Instructions" tab for more information) *1. Check only one box for each question. All questions are required to be answered.* *2. Utilize the "Comment" section below the last question for additional responses.* *3. When complete, check the box at the bottom of the form to authorize.*	Yes	No	N/A
EXPERIENCE ASSESSMENT	Yes	No	N/A
1 Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐	
2 Is this funding program new for your entity (managed for less than three years)? *Examples of funding programs include CMAQ, TAP, STP-M, etc.*	☐	☐	
3 Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐	
MONITORING/AUDIT ASSESSMENT	Yes	No	N/A
4 Has your entity had an on-site project or grant review from an external entity *(e.g., CDOT, FHWA)* within the last three years?	☐	☐	☐
5 a) Were there non-compliance issues in this prior review?	☐	☐	☐
b) What were the number and extent of issues in prior review?	☐ *1 to 2*	☐ *>3*	☐
OPERATION ASSESSMENT	Yes	No	N/A
6 Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? *If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.*	☐	☐	
FINANCIAL ASSESSMENT	Yes	No	N/A
7 a) Does your entity have an indirect cost rate that is approved and current?	☐	☐	
b) If Yes, who approved the rate, and what date was it approved?			
8 Is this grant/award 10% or more of your entity's overall funding?	☐ *>10%*	☐ *<10%*	
9 Has your entity returned lapsed* funds? **Funds "lapse" when they are no longer available for obligation.*	☐	☐	☐
10 Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐	☐
11 What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?			

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? *(e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.*	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? *If Yes, in the comment section, please explain your current process for reviewing costs.*	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥6	☐ 2 to 5	☐ < 2
IMPACT ASSESSMENT		**Yes**	**No**	**N/A**
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? *If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)*	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? *Response options:* ***YES** = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form.* ***NO** = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section.* ***N/A** = Check if have no violations.*	☐	☐	☐
PROGRAM MANAGEMENT ASSESSMENT		**Yes**	**No**	**N/A**
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? *If Yes, please submit with this form.*	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? *If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)*	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? *If Yes, please submit with this form.*	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? *If Yes, please submit with this form.*	☐	☐	☐

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

	d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. *If Yes, please submit with this form.*	☐	☐	☐
	e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project *(Buy America requirements)? If Yes, please submit with this form.*	☐	☐	☐

Comments *- As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.*

☐ ***By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.***

Tool Version: v2.0 (081816)

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

EXHIBIT M - OMB Uniform Guidance for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

9. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

9.1. "Award" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38

9.2. "Federal Award" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

9.3. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37

9.4. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

9.5. "Grant" or "Grant Agreement" means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.

9.6. "OMB" means the Executive Office of the President, Office of Management and Budget.

9.7. "Recipient" means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86

9.8. "State" means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.

9.9. "Subrecipient" means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.

9.10. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

9.11. "Uniform Guidance Supplemental Provisions" means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.

10. Compliance. Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

11. Procurement Standards.

3.1 Procurement Procedures. Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

3.2 Procurement of Recovered Materials. If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. Access to Records. Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

5. Single Audit Requirements. If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

5.1 Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

5.2 Exemption. If Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants foremployment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

4.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

4.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

4.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. Certifications. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

1. 8. Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30

DocuSign Envelope ID: C915BE31-5D20-4E4A-A3EC-FFCB74E3DFA8

days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

9. **Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

10. **Performance Measurement**

The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

City Clerk's Office Item # M-2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: **February 28, 2022**

TO: Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff

SUBJECT: A RESOLUTION AUTHORIZING THE TRANSFER OF $500,000 TO PROJECT ED0801, LEASE PROCEEDS ESCROW/RMS, PREVIOUSLY ESTABLISHED IN THE 1992 - 2026 SALES AND USE TAX CAPITAL IMPROVEMENTS PROJECTS FUND

SUMMARY:

This Resolution provides additional funding needed for the payment of expenses related to the building known as the Pope Block Building.

PREVIOUS COUNCIL ACTION:

Resolution 11270, March 24, 2008 authorizing $2,000,000
Resolution 12696, June 10, 2013 authorizing $500,000
Resolution 13023, July 28, 2014 authorizing $500,000
Resolution 13332, November 9, 2015 authorizing $500,000
Resolution 13483, May 23, 2016 authorizing $500,000
Resolution 13839, December 11, 2017 authorizing $620,000
Resolution 13958, May 14, 2018 authorizing $500,000
Resolution 14077, November 12, 2018 authorizing $500,000
Resolution 14386, March 23, 2020 authorizing $500,000
Resolution 14614, May 10, 2021 authorizing $500,000

BACKGROUND

In 1999, an agreement was entered into between the City and PEDCO Foundation to place all rents and other payments received by the Foundation for the lease of the Pope Block Building (317 N. Main St.) into a separate escrow account, known previously as the "1999 Escrow Account". In 2008, the balance in this escrow account was $2,000,000. At that time, the Receivable Management Services Corporation agreed to modify its lease arrangements with PEDCO Foundation and lease additional space in the Building in order to employ an additional 250 full-time employees; provided, however, that the $2,000,000 balance in the 1999 Escrow Account (the Lease Proceeds

Balance) be escrowed with the City's Finance Department and pledged for the payment of Net Foundation Operating Expenses as defined under said lease. This arrangement, as well as other terms and conditions, was approved by the Council on March 24, 2008, by Resolution No. 11270. The term of the agreement was January 1, 2008 through March 1, 2013.

In July of 2012, all of the $2,000,000 escrowed funds had been spent for the reimbursement to Foundation for their Net Operating Expenses as defined in the agreement. Since that time, Foundation has incurred significant additional expenses related to the Building under the lease agreement between Foundation and RMS. In addition, the lease agreement has been extended by those parties. In January of 2015, ownership of the building was transferred to the City of Pueblo. The lease agreement with RMS (now iQor) is still in place, and the City is still responsible to the payment of the expenses incurred under the lease.

Periodically, additional funds are appropriated as needed to continue paying the expenses. During 2022, there are two projects for needed repairs to the building. The 1st project is $280,000 for repairs to the Fire Protection System and the 2nd project is $20,000 for an elevator repair. This Resolution will provide funding for both of the above projects and also additional funding for operational expenses

FINANCIAL IMPLICATIONS:

The amount of $500,000 is available in the 1992 - 2026 Sales and Use Tax Capital Improvement Projects Fund (the economic development half cent tax fund) in the Projects to be Determined account.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If this Resolution is not approved, the City may be in default of the Lease agreement.

RECOMMENDATION:

City staff recommends approval of this Resolution.

ATTACHMENTS:
Proposed Resolution

RESOLUTION NO. 14817

A RESOLUTION AUTHORIZING THE TRANSFER OF $500,000 TO PROJECT ED0801, LEASE PROCEEDS ESCROW/RMS, PREVIOUSLY ESTABLISHED IN THE 1992 - 2026 SALES AND USE TAX CAPITAL IMPROVEMENTS PROJECTS FUND

WHEREAS, the City of Pueblo is a party to a lease agreement which obligates the City to pay certain net expenses incurred at the Pope Block Building (317 N. Main St.); and

WHEREAS, additional funds are periodically provided, as necessary, for the costs incurred under said lease agreement; NOW, THEREFORE,

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

SECTION 1.

The amount of $500,000 shall be transferred to Project ED0801, Lease Proceeds Escrow/RMS.

SECTION 2.

Said funds shall be made available and transferred from the Projects to be Determined account within the 1992 – 2026 Sales and Use Tax Capital Improvements Project Fund.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED February 28, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 28, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marissa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Pueblo Transit

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER IN THE NAME OF THE CITY OF PUEBLO, FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS AND TO BIND THE CITY OF PUEBLO'S COMPLIANCE THEREWITH

SUMMARY:

The Resolution authorizes the Mayor to make, execute and deliver in the name of the City of Pueblo, Federal Fiscal Year 2022 Certifications and Assurances for Federal Transit Administration (FTA) Assistance Programs and to bind the City of Pueblo's compliance therewith.

PREVIOUS COUNCIL ACTION:

Federal Transit Administration (FTA) Certifications and Assurances are approved by City Council on an annual basis.

BACKGROUND:

FTA's comprehensive compilation of the Federal Fiscal Year 2022 Certifications and Assurances must be approved and binding on the City for all Federal assistance programs FTA administers during Federal Fiscal year 2022, as required by 49 U.S.C. 5323(n).

FINANCIAL IMPLICATIONS:

Failure to approve this Resolution will result in FTA's withholding of an estimated allocation of $2,000,000 for Transit Operating funds for calendar year 2022.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board of Directors approve this Resolution.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Federal Transit Administration FY 2022 Certifications and Assurances Grant Certification

RESOLUTION NO. 14818

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER IN THE NAME OF THE CITY OF PUEBLO, FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS AND TO BIND THE CITY OF PUEBLO'S COMPLIANCE THEREWITH

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

SECTION 1.

The City Council of Pueblo approves, and the Mayor is authorized to make, execute, and deliver in the name of the City of Pueblo, Federal Fiscal Year 2021 Certifications and Assurances for Federal Transit Administration (FTA) Assistance Programs, which are attached hereto, and to bind the City of Pueblo's compliance therewith.

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.

SECTION 3.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED February 28, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant:____City of Pueblo_____ ____ _____

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		Certification
01	Certifications and Assurances Required of Every Applicant	X
02	Public Transportation Agency Safety Plans	X
03	Tax Liability and Felony Convictions	X
04	Lobbying	X
05	Private Sector Protections	X
06	Transit Asset Management Plan	X
07	Rolling Stock Buy America Reviews and Bus Testing	X
08	Urbanized Area Formula Grants Program	X
09	Formula Grants for Rural Areas	N/A
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	X
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	X

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	X
13	State of Good Repair Grants	X
14	Infrastructure Finance Programs	X
15	Alcohol and Controlled Substances Testing	X
16	Rail Safety Training and Oversight	N/A
17	Demand Responsive Service	X
18	Interest and Financing Costs	X
19	Cybersecurity Certification for Rail Rolling Stock and Operations	N/A
20	Tribal Transit Programs	N/A
21	Emergency Relief Program	X

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: City of Pueblo

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_____ Date: _____

Name Nicholas A. Gradisar Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): City of Pueblo

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature_____ Date: _____

Name Daniel C. Kogovsek Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

City Clerk's Office Item # M-4

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: February 28, 2022

TO: President Heather Graham 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 ALLISON REA TO THE COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS (CCHH)

SUMMARY:

This Resolution confirms the appointment by the Mayor of a member to complete a two-year term expiring on December 31, 2023 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 expirations, 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. 14819

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ALLISON REA 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 Allison Rea 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 two-year term expiring December 31, 2023 shall be and is hereby confirmed by the City Council:

Allison Rea

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 February 28, 2022

BY: Dennis Flores
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: Monday, February 14, 2022 8:00:21 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	2/14/2022
BOARD OR COMMISSION	Community Commission on Housing and Homelessness
Contact Information	
FIRST NAME	Allison
LAST NAME	Rea
HOME ADDRESS	1341 E 12th st
CITY	Pueblo
STATE	CO
ZIP	81001
OFFICE ADDRESS	1341 E 12th st
CITY	Pueblo
STATE	CO
ZIP	81001
DAYTIME PHONE	3473004591
E-MAIL ADDRESS	allison.laurel.rea@gmail.com
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF PUEBLO?	
OCCUPATION (or if RETIRED, your previous occupation)	farmer

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 recently bought my first house in Pueblo. I am formerly homeless.
2. Why are you interested in being appointed to this Board or Commission?	To reduce the number of people who are experiencing homelessness within Pueblo, by connecting them with housing that fits their needs.
3. What Goals would you like to see this Board or Commission accomplish?	Constructing housing Making it easier for developers to create low-income housing Using eminent domain on blighted and abandoned homes, and using them to house people who would otherwise be on the street 0 humans sleeping rough during the winter
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	*Field not completed.*

(Section Break)

Upload résumé, references and/or other pertinent information	*Field not completed.*

Email not displaying correctly? View it in your browser.

City Clerk's Office Item # N-1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 28, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marissa Stoller, City Clerk

FROM: Bryan Gallaher, Director, Housing and Citizen Services

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING THE HOME-ARP GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"), AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION, ACCEPTING HOME-ARP GRANT FUNDS FROM HUD ON BEHALF OF THE PUEBLO CONSORTIUM IN THE AMOUNT OF $3,090,925, AND BUDGETING AND APPROPRIATING THE HOME-ARP GRANT FUNDS

SUMMARY:

This Ordinance accepts the HOME-ARP grant from the U.S. Department of Housing and Urban Development ("HUD") in the amount of $3,090,925.00 on behalf of the Pueblo Consortium. The City of Pueblo and Pueblo County formed the Pueblo Consortium to qualify for HOME funds and have renewed the partnership for fiscal years 2021, 2022, and 2023. HUD determines the percentage of funds allocated to consortium members. The current consortia distribution between the City and the County is based on a (87%/13%) share and the initial distribution of HOME-ARP funds equates to $2,689,104.00 (City) and $401,821.00 (County).

PREVIOUS COUNCIL ACTION:

The City Council has not taken any previous action on this matter.

BACKGROUND:

As an entitlement community, the Pueblo Consortium, is eligible to receive grant funds authorized by the American Rescue Plan Act of 2021 (P.L. No. 117-2) from HUD. The intent of the grant is to respond to the negative effects of the pandemic by assisting Qualified Populations through housing and related service activities. Examples of eligible activities are: supportive services, development of non-congregate shelter, permanent supportive housing, transitional housing, construction of new housing units, and rental assistance.

A Qualified Population is defined as: homeless, at risk of homelessness, victims (domestic/dating violence, human trafficking, sexual assault, stalking), and other populations with high housing instability and meeting specific grant criteria.

FINANCIAL IMPLICATIONS:

The Pueblo Consortium anticipates receiving $3,090,925.00 in HOME-ARP funding. No matching contribution is required for the grant. Fifteen percent (15%) of the grant may be allocated to administration ($463,638.00), and of that percentage, $154,546.00 may be spent for planning purposes to develop the HOME-ARP Action Plan to be submitted to HUD, outlining the planned activities and use of funds. The grant to the Pueblo Consortium is shared with Pueblo County on an 87%/13% City/County basis. The grant funds are to be allocated as follows:

Fund Use	City HOME-ARP	County HOME-ARP	Total
Planning	$154,546	$-0-	$154,546
Administration	$268,910	$40,182	$309,092
Eligible Activities	$2,285,739	$341,548	$2,627,287
Total	$2,709,195	$381,730	$3,090,925

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

An extensive stakeholder process will be required to develop the HOME-ARP Action Plan to be submitted to HUD for approval. The Action Plan will contain the planned use of funds by assessing the community's needs and establishing goals to address the needs identified.

Public participation is required in accordance with the City's Citizen Participation Plan, and consultation with the continuum of care, public housing, service providers (homelessness, veterans, domestic violence), and organizations that address fair housing, civil rights, and the needs of persons with disabilities.

Additional requirements to be addressed include:

- Needs Assessment
- Gap Analysis
- Planned Activities
- Production Goals
- Client Preferences
- Program Guidelines

ALTERNATIVES:

The City Council can choose not to accept the grant funds and the associated requirements.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:
HOME-ARP Grant Agreement
Required Certifications

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING THE HOME-ARP GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"), AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION, ACCEPTING HOME-ARP GRANT FUNDS FROM HUD ON BEHALF OF THE PUEBLO CONSORTIUM IN THE AMOUNT OF $3,090,925, AND BUDGETING AND APPROPRIATING THE HOME-ARP GRANT FUNDS

WHEREAS, the American Rescue Plan Act of 2021 (P.L. No. 117-2) authorized the provision of funds to the U.S. Department of Housing and Urban Development under Section 3205 for homeless assistance and supportive services programs; and

WHEREAS, the U.S. Department of Housing and Urban Development provides HOME Investment Partnership funding authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12721) to entitlement communities for the development of affordable housing and rental assistance programs; and

WHEREAS, the U.S. Department of Housing and Urban Development has developed and made available to entitlement communities HOME-ARP Grant funding to provide homelessness assistance and supportive services to qualified populations; and

WHEREAS, the Pueblo Consortium is a HOME entitlement community eligible to receive HOME-ARP Grant funding; and

WHEREAS, the City of Pueblo acting as the Participating Jurisdiction of the Pueblo Consortium wishes to receive the HOME-ARP funding available to entitlement communities for the development of affordable housing and associated supportive services; NOW, THEREFORE,

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

SECTION 1.

The HOME ARP Grant Agreement (“Agreement”) between the City of Pueblo, a Municipal Corporation, and the U.S. Department of Housing and Urban Development, for the development of affordable housing and associated supportive services, a copy of which is attached hereto and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

The Mayor is hereby authorized to submit, in the name of the City of Pueblo and the Pueblo Consortium, all necessary certifications, assurances, action plans, and other documentation to the U.S. Department of Housing and Urban Development in accordance with the Agreement.

SECTION 4.

Special Fund No. 255 - HOME-ARP Affordable Housing and Supportive Services Project is hereby established.

SECTION 5.

Funds in the amount of $3,090,925.00 shall be accepted pursuant to the Agreement and are hereby budgeted and appropriated to Special Fund No. 255 - HOME-ARP Affordable Housing and Supportive Services Project, and distributed into the following accounts accordingly:

HOARP-10	City Administration	$ 423,456
HOARP-20	County Administration	$ 40,182
HOARP-30	County Projects	$ 341,548
HOARP-40	City Projects	$2,285,739
	Total	$3,090,925

SECTION 6.

Staff is authorized to expend up to $154,546.00 in Administration funds for planning and development of grant activities prior to receipt of the remaining grant funds.

SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act

Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name and Address	2. Grant Number (Federal Award Identification Number (FAIN)	
Pueblo Consortium 1 City Hall Pl Pueblo, CO 81003-4201	M21-DP080205	
	3a Tax Identification Number 846000615	3b. Unique Entity Identifier (formerly DUNS) 010620284
	4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030

6. Previous Obligation (Enter "0" for initial FY allocation)		$0
a. Formula Funds	$	
7. Current Transaction (+ or -)		$3,090,925.00
a. Administrative and Planning Funds Available on Federal Award Date	$154,546.25	
b. Balance of Administrative and Planning Funds	$309,092.50	
c. Balance of Formula Funds	$2,627,286.25	
8. Revised Obligation		$
a. Formula Funds	$	

9. Special Conditions (check applicable box)

☐ Not applicable ☐ Attached

10. **Federal Award Date (HUD Official's Signature Date)**

09/20/2021

11. Indirect Cost Rate*

Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base
___	___%	
___	___%	
___	___%	
___	___%	

12. Period of Performance

Date in Box #10 - 09/30/2030

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

13. For the U.S. Department of HUD (Name and Title of Authorized Official)	14. Signature	15. Date
Kathleen S. Burke, CPD Director	Recoverable Signature X	09/21/2021
16. For the Grantee (Name and Title of Authorized Official)	17. Signature X	18. Date / /

19. Check one: ☒ Initial Agreement ☐ Amendment #

20. Funding Information: *HOME ARP*

Source of Funds	Appropriation Code	PAS Code	Amount
2021	861/50205	HMX	$3,090,925.00

21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.

a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

22. Special Conditions

HOME-ARP CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the participating jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing pursuant to 24 CFR 5.151 and 5.152.

Uniform Relocation Act and Anti-displacement and Relocation Plan --It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It will comply with the acquisition and relocation requirements contained in the HOME-ARP Notice, including the revised one-for-one replacement requirements. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42, which incorporates the requirements of the HOME-ARP Notice. It will follow its residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the HOME-ARP program.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose
accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and program requirements.

Section 3 --It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

HOME-ARP Certification --It will use HOME-ARP funds consistent with Section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) and the CPD Notice: *Requirements for the Use of Funds in the HOME-American Rescue Plan Program*, as may be amended by HUD, for eligible activities and costs, including the HOME-ARP Notice requirements that activities are consistent with its accepted HOME-ARP allocation plan and that HOME-ARP funds will not be used for prohibited activities or costs, as described in the HOME-ARP Notice.

_____ _____

Signature of Authorized Official Date

_____

Title

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 28, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Barbara Huber, Fire Chief – Fire Department

SUBJECT: AN ORDINANCE ESTABLISHING COMMUNITY OUTREACH PROGRAM PROJECT NO. PS2204, APPROVING A COOPERATION AGREEMENT WITH PUEBLO TRIPLE AIM CORPORATION AND HEALTH COLORADO INC, AND ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $42,300, TO SAID PROJECT

SUMMARY:

This ordinance authorizes the acceptance, and budgeting of an agreement with Pueblo Triple Aim in the amount of $42,300 for Directing Others to Service (DOTs) program within the Pueblo Fire Department for telehealth outreach. This will be utilized to pay the salaries of part time positions utilized by Triple Aim and DOTs to offer community resource training.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In cooperation with City community partners Health Colorado and Triple Aim, this grant will put telehealth capabilities into the hands of up to 30 Directing Others to Service (DOTs) patients over the next year. This will include issuing a tablet with one year of internet services as well as training on how to connect to services using these tablets.

FINANCIAL IMPLICATIONS:

The total request will be for $42,300. There is no required match for this grant.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENT:
Agreement

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING COMMUNITY OUTREACH PROGRAM PROJECT NO. PS2204, APPROVING A COOPERATION AGREEMENT WITH PUEBLO TRIPLE AIM CORPORATION AND HEALTH COLORADO INC, AND ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $42,300 TO SAID PROJECT

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

SECTION 1.

Community Outreach Program Project No. PS2204 is hereby established.

SECTION 2.

A Cooperation Agreement by and between Pueblo Triple Aim, a Colorado nonprofit corporation, Health Colorado Inc., and the City of Pueblo, attached hereto and having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

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

SECTION 4.

Funds in the amount of $42,300 shall be accepted from Pueblo Triple Aim and budgeted and appropriated into the Community Outreach Program Project No. PS2204 to be used solely for the purposes agreed to pursuant to the terms of the Agreement

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 Cooperation Agreement to implement the policies and procedures described therein.

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

COOPERATION AGREEMENT BETWEEN PUEBLO TRIPLE AIM CORPORATION AND THE CITY OF PUEBLO WITH RESPECT TO THE HEALTH COLORADO, INC. COMMUNITY REINVESTMENT GRANT

This Cooperation Agreement ("Agreement") is entered into this ___ day of _____, 2022 by and between Pueblo Triple Aim Corporation, a Colorado nonprofit corporation ("PTAC"), and Pueblo, a municipal corporation ("City"), with respect to Health Colorado, Inc. Community Reinvestment Grant ("Grant Agreement") awarded by Health Colorado, Inc. to PTAC. A copy of the Grant Agreement is attached hereto, labelled Exhibit 1 and incorporated herein. In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Under this Agreement, PTAC will:

    a. Sign the Grant Agreement from Health Colorado, Inc.

    b. Abide by all stipulations in the Grant Agreement.

    c. Remit and pay to the City proceeds under the Grant Agreement in the amount of $42,300.00 ("Grant Proceeds"), which amount will be expended by City solely for the purposes set forth in the Grant Agreement.

2. Under this Agreement, the City will:

    a. Expend the Grant Proceeds in performance of the DOTS program and solely for the purposes and to perform the scope of work set forth in the Grant Agreement; provided, however, the part-time position shall work no more than 1380 hours during 2022 and prior to the expiration of the Grant on December 31, 2022.

    b. Abide by all stipulations in the Grant Agreement. It is acknowledged by PTAC that City is a Colorado municipal corporation and that the Grant Agreement requirements with respect to and PTAC representations regarding non-profit organizations are inapplicable to City.

    c. Provide any receipts or financial documents needed by Health Colorado, Inc. to show funding was used as intended.

    d. Assist PTAC in filing reports required under the Grant Agreement.

Executed the day and year first above written.

Alexis Ellis, Executive Director
on behalf of Pueblo Triple Aim Corporation

Nicholas A. Gradisar, Mayor
on behalf of the City of Pueblo

ATTEST: _____
City Clerk

City Clerk's Office Item # N-3

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: February 28, 2022

TO: President Heather Graham 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 LOTS 4-8, BLOCK 1, COLLEGE ROAD SUBDIVISION, 4TH FILING, (COLLEGE ROAD SUBDVISION 4TH FILING, REARRANGEMENT OF PROPERTY BOUNDARIES, RPB-21-12, PARCELS A, B, AND C) TOTALING 2.24-ACRES FROM B-4, CENTRAL BUSINESS DISTRICT TO B-P, BUSINESS PARK DISTRICT

SUMMARY:

The applicant is requesting to rezone lots 4-8, block 1, College Road Subdivision, 4th filing, (Parcels A, B, and C, College Road Subdivision 4th Filing, RPB-21-12), totaling 2.24-acres from B-4, Central Business District to B-P, Business Park District to accommodate future development of a tow yard.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is generally located south of Fortino Boulevard, east of Club Manor Drive and north of Patty Lane in the College Road Subdivision, 4th Filing. The 2.24-acre site was originally comprised of five lots (Lots 4-8) and is currently undeveloped. To meet the lot size requirements for the Business Park (B-P) Zone District, the applicant applied for a Rearrangement of Property Boundaries to create three parcels A, B, and C, College Road Subdivision, 4th Filing Rearrangement of Property Boundaries, RPB-21-12. A preliminary site plan has been submitted for redevelopment and proposes a tow yard office on Parcel A and tow yard vehicle storage on Parcels B and C. A tow yard in a B-P zone district is a use by review and the Zoning Board of Appeals approved the Special Use Permit for this location on September 28, 2021, contingent upon the property being rezoned to a BP Zone District. The approved Special Use Permit requires an additional landscape buffer and opaque, decorative barrier for noise mitigation, and no storage of towed vehicles or industrial uses are allowed on Parcel A, to decrease noise trespass to the residential zone district located to the north of the property. Wayne's Towing has been a Pueblo business since 1970. They are being displaced from their current address at 2500 N Freeway Road due to the proposed CDOT changes to the Hwy 50 E and the I-25 interchange. The Colorado Department of Transportation plans to acquire the current Wayne's Towing site as additional right-of-way to complete the I-25

reconstruction project. The applicant has been searching for a new property since June 2020 when they learned of CDOTs intentions to purchase their land. Wayne's is required to stay within city limits to continue fulfilling their contract with the Pueblo Police Department, as they are responsible for the city's fleet vehicle pickup and removal. Also, if they are relocated outside city limits, they would no longer be allowed on the city's rotating tow list. The applicant states that it is imperative they continue to operate within city limits and have quick access to 1-25 and Hwy 50 to continue serving their customers.

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, Wayne's Towing will not be able to operate at this location.

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. _____

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE LOTS 4-8, BLOCK 1, COLLEGE ROAD SUBDIVISION, 4TH FILING, (COLLEGE ROAD SUBDVISION 4TH FILING, REARRANGEMENT OF PROPERTY BOUNDARIES, RPB-21-12, PARCELS A, B, AND C) TOTALING 2.24-ACRES FROM B-4, CENTRAL BUSINESS DISTRICT TO B-P, 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-4, Central Business District to B-P, Business Park District:

Lots 4 through 8, Block 1, College Road Subdivision 4th Filing, according to the recorded plat thereof, filed for record August 18, 2009 as Reception No. 1815686 in the records of the Pueblo County Clerk and Recorder (College Road Subdivision 4th Filing, Rearrangement of Property Boundaries, RPB-21-12, Parcels A, B, and C).

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

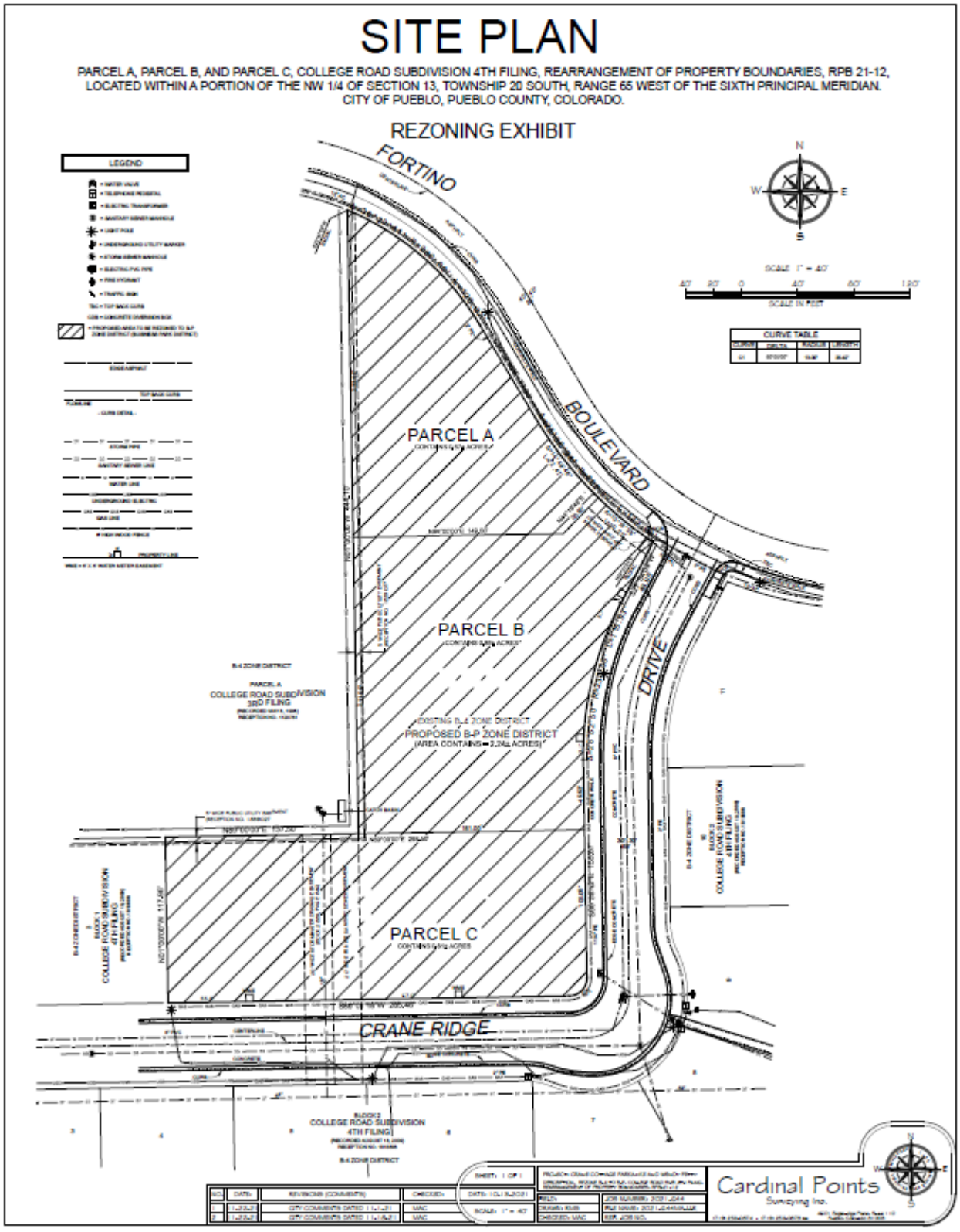
☐ Council action on _____failed to override the Mayor's veto.

_____
President of City Council

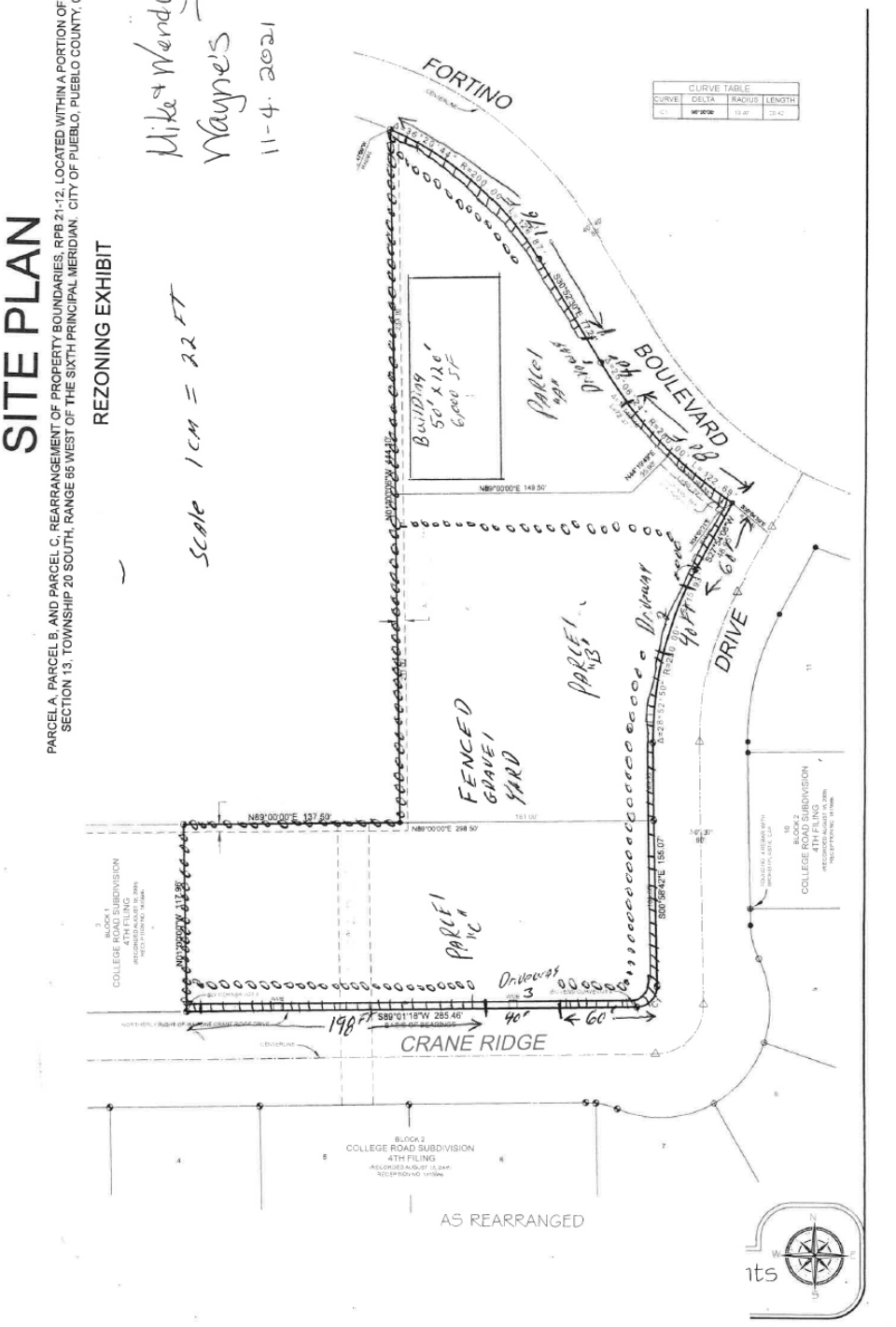
ATTEST

_____
City Clerk

I. Rezoning Exhibit



J. Proposed Site Plan



Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, December 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-21-14 815 Crane Ridge Drive Rezoning:** Rezoning of 2.24 acres, Lots 4-8, College Road Subdivision, 4th Filing, generally located north and west of Crane Ridge Drive. Rezoning is contingent upon approval of College Road Subdivision, 4th Filing Rearrangement of Property Boundaries.

   Staff Report by Dani Baxter, Planner.

   The applicant is requesting to rezone Lots 4-8, Block 1, College Road Subdivision, 4th Filing, (Parcels A, B, and C, College Road Subdivision 4th Filing, RPB-21-12), totaling 2.24-acres from B-4, Central Business District to B-P, Business Park District to accommodate future development of a tow yard.

BACKGROUND:

The subject property is generally located south of Fortino Boulevard, east of Club Manor Drive and north of Patty Lane in the College Road Subdivision, 4th Filing. The 2.24-acre site was originally comprised of five lots (Lots 4-8) and is currently undeveloped. In order to meet the lot size requirements for the Business Park (B-P) Zone District the applicant had to apply for a Rearrangement of Property Boundaries to create three parcels (Parcels A, B, and C) that meet the minimum lot size requirements. The Rearrangement of Property Boundaries is currently still under review.

A preliminary site plan has been submitted for redevelopment and proposes a tow yard office on Parcel A and tow yard vehicle storage on Parcels B and C. A tow yard in a B-P zone district is a use by review and the Zoning Board of Appeals approved the Special Use Permit for this location on September 28, 2021, contingent upon the property being rezoned to a BP Zone District. The approved Special Use Permit requires an additional landscape buffer and opaque, decorative barrier for noise mitigation, and no storage of towed vehicles or industrial uses are allowed on Parcel A, as a means to decrease noise trespass to the residential zone district to the north of the property.

Wayne's Towing has been a Pueblo business since 1970. They are being displaced from their current address at 2500 N Freeway Road due to the proposed CDOT changes to the Hwy 50 E and I-25 interchange. The Colorado Department of Transportation plans to acquire the current Wayne's Towing site as additional right-of-way to complete the I-25 reconstruction project. The applicant has been searching for a new property since June 2020 when they learned of CDOTs intentions to purchase their land. Wayne's is required to stay within city limits to continue fulfilling their contract with the Pueblo Police Department, as they are responsible for the city's fleet vehicle pickup and removal. Also, if they are relocated outside city limits, they would no longer be allowed on the city's rotating tow list. The applicant states that it is imperative they continue to operate within city limits and have quick access to 1-25 and Hwy 50 to continue serving their customers.

Sit Means Sit, Dog Training and Kennel, is also being displaced because of CDOT's plans to update the Hwy 50 and I-25 interchange. Sit Means Sit purchased the property located on the south and east sides of Crane Ridge Dr., Lots 5 through 11, Block 2, College Road Subdivision.

Sit Means Sit was granted a Special Use Permit in May 2021 for their operation of a kennel/cattery in a Central Business (B-4) Zone District. The proposed tow yard and dog training/kennel facility are considered industrial uses; however, each have received Special Use Permits that condition specific improvements and limitations to mitigate negative externalities that may stem from the uses. Once developed, the tow yard and dog kennel uses will sit opposite to one another and are not considered incompatible with each other.

ANALYSIS:

Comprehensive Plan Compliance:

The comprehensive plan depicts Arterial Commercial Mixed Use for these parcels. Arterial Commercial Mixed Use includes the large commercial areas and corridors found along key sections of I-25, portions of Highway 50, Pueblo Boulevard, Highway 47, Santa Fe Drive, Prairie Avenue and Northern Avenue. While the primary focus of these areas is retail sales and personal services, some office space is intermixed. This land use category does not prohibit compatible land uses other than heavy industrial uses. Uses located along major routes such as I-25 and Highway 50, are designed for the regional retail market segment. Uses along other arteries are geared to community-level shopping and services. Uncontrolled "strip" expansion of commercial development along arterial roadways instead of activity nodes should be discouraged. Development should create mixed uses that do not place emphasis on the parking areas but on the commercial uses themselves. Within the Business Park (BP) Zone District other uses by right include automobile dealership/rental, automobile repair shops, auto parts retail sales, parking lot/structure, outdoor storage facility, truck stop, and tow service.

However, since a tow yard is listed in the City of Pueblo Municipal Code as a heavy industrial use, it is not compatible with the outlined comprehensive plan, which explicitly states heavy industrial is not a compatible land use. Also, the comprehensive plan states land use should not emphasize parking areas, but instead emphasize commercial uses.

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 additional staff condition**:

1. This rezone application is contingent upon the approval and recording of the Rearrangement of Property Boundaries before being heard at City Council.

HEARING: Michael Fetty, Wayne's Towing, 2500 N Freeway, represented the application.

No one spoke in support for the application.

Patrick McConnel, 5793 I-25, Walsenburg CO, spoke in opposition to the application. Mr. McConnel owns the office building to the northeast of the proposed location, and he fears the proposed business will deter future leases and decrease his property value. Mr. McConnel also commented that this use may increase homelessness in the area.

Mr. Fetty then spoke again to state his business will deter homelessness already in that location. Mr. Fetty states there will maybe be 5-10 customers a day on site, outside of his 11 employees, with around 50 cars on their lot at a time.

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

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-21-14

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Danielle Baxter, Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	December 8, 2021
SUBJECT:	Rezone from B-4 to B-P (Crane Ridge Dr Rezone)
APPLICANT:	Wendy & Mike Fetty, Wayne's Towing
PROPERTY OWNER:	Leslie Biggs, Crane College Park, LLC
LOCATION:	Generally located south of Fortino Boulevard, east of Club Manor Drive and north of Patty Lane.
CONCURRENT REQUESTS:	RPB-21-12, 815 Crane Ridge Drive Rearrangement of Property Boundaries

REQUEST:
The applicant is requesting to rezone Lots 4-8, Block 1, College Road Subdivision, 4th Filing, (Parcels A, B, and C, College Road Subdivision 4th Filing, RPB-21-12), totaling 2.24-acres from B-4, Central Business District to B-P, Business Park District to accommodate future development of a tow yard.

BACKGROUND AND ANALYSIS:
The subject property is generally located south of Fortino Boulevard, east of Club Manor Drive and north of Patty Lane in the College Road Subdivision, 4th Filing. The 2.24-acre site was originally comprised of five lots (Lots 4-8) and is currently undeveloped. In order to meet the lot size requirements for the Business Park (B-P) Zone District the applicant had to apply for a Rearrangement of Property Boundaries to create three parcels (Parcels A, B, and C) that meet the minimum lot size requirements. The Rearrangement of Property Boundaries is currently still under review.

A preliminary site plan has been submitted for redevelopment and proposes a tow yard office on Parcel A and tow yard vehicle storage on Parcels B and C. A tow yard in a B-P zone district is a use by review and the Zoning Board of Appeals approved the Special Use Permit for this location on September 28, 2021, contingent upon the property being rezoned to a BP Zone District. The approved Special Use Permit requires an additional landscape buffer and opaque, decorative barrier for noise mitigation, and no storage of towed vehicles or industrial uses are allowed on Parcel A, as a means to decrease noise trespass to the residential zone district to the north of the property.

Wayne's Towing has been a Pueblo business since 1970. They are being displaced from their current address at 2500 N Freeway Road due to the proposed CDOT changes to the Hwy 50 E and I-25 interchange. The Colorado Department of Transportation plans to acquire the current Wayne's Towing site as additional right-of-

way to complete the I-25 reconstruction project. The applicant has been searching for a new property since June 2020 when they learned of CDOTs intentions to purchase their land. Wayne's is required to stay within city limits to continue fulfilling their contract with the Pueblo Police Department, as they are responsible for the city's fleet vehicle pickup and removal. Also, if they are relocated outside city limits, they would no longer be allowed on the city's rotating tow list. The applicant states that it is imperative they continue to operate within city limits and have quick access to 1-25 and Hwy 50 to continue serving their customers.

Sit Means Sit, Dog Training and Kennel, is also being displaced because of CDOT's plans to update the Hwy 50 and I-25 interchange. Sit Means Sit purchased the property located on the south and east sides of Crane Ridge Dr., Lots 5 through 11, Block 2, College Road Subdivision. Sit Means Sit was granted a Special Use Permit in May 2021 for their operation of a kennel/cattery in a Central Business (B-4) Zone District. The proposed tow yard and dog training/kennel facility are considered industrial uses; however, each have received Special Use Permits that condition specific improvements and limitations to mitigate negative externalities that may stem from the uses. Once developed, the tow yard and dog kennel uses will sit opposite to one another and are not considered incompatible with each other.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is approximately 2.24 acres of undeveloped land.

- **Neighborhood Compatibility:**

North	R-7, Mobile Home Residential District, Pueblo Grande Mobile Home Park; B-4, Central Business District, office building
East	B-4, Central Business District, unimproved lot reserved for Sit Means Sit (dog kennel)
South	B-4, Central Business District, unimproved lot reserved for Sit Means Sit (dog kennel)
West	B-4, Central Business District, unimproved lot; United States Postal Service

- **Comprehensive Plan Compliance:**
  The comprehensive plan depicts Arterial Commercial Mixed Use for these parcels. Arterial Commercial Mixed Use includes the large commercial areas and corridors found along key sections of I-25, portions of Highway 50, Pueblo Boulevard, Highway 47, Santa Fe Drive, Prairie Avenue and Northern Avenue. While the primary focus of these areas is retail sales and personal services, some office space is intermixed. This land use category does not prohibit compatible land uses other than heavy industrial uses. Uses located along major routes such as I-25 and Highway 50, are designed for the regional retail market segment. Uses along other arteries are geared to community-level shopping and services. Uncontrolled "strip" expansion of commercial development along arterial roadways instead of activity nodes should be discouraged. Development should create mixed uses that do not place emphasis on the parking areas but on the commercial uses themselves. Within the Business Park (BP) Zone District other uses by right include automobile dealership/rental, automobile repair shops, auto parts retail sales, parking lot/structure, outdoor storage facility, truck stop, and tow service.

However, since a tow yard is listed in the City of Pueblo Municipal Code as a heavy industrial use, it is not compatible with the outlined comprehensive plan, which explicitly states heavy industrial is not a compatible land use. Also, the comprehensive plan states land use should not emphasize parking areas, but instead emphasize commercial uses.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- **Minimum lot size and area:**
  The 2.24-acre site was originally comprised of five lots (Lots 4-8) and is in review for a Rearrangement of Property Boundaries to create three parcels (A, B, and C) in order to meet the 20,000 square foot minimum lot area requirement.
  Parcels A, B, and C, as rearranged, meet the required 100-foot lot width and 20,000 square foot minimum lot area requirement.

- **Lot coverage:**
  The B-P Zone District allows a maximum lot coverage of 50-percent. Existing lot coverage is 0-percent. Future development will follow all municipal codes and development standards.

- **Zone District Performance Standards:**
  The B-P Zone District Performance Standards (Sec. 17-4-5) provide the requirements relating to minimizing the impact of the development on the surrounding neighborhood and are described in detail below:

  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 this Code applicable to commercial zones.
     - Sec. 11-1-607 states, among other items, that the maximum permissible noise levels as measured 25-feet from the property line of the subject property shall not exceed 55 decibels (db(A)) between 7:00am and 7:00pm and shall not exceed 50 decibels between 7:00pm and 7:00am.

     The tow yard use may exceed the permitted 50 decibels when the tow trucks are maneuvering around the lot or unloading vehicles. Most back-up alarms on tow trucks can range from 82-107 decibels, while normal street traffic is about 85 decibels (www.brigade-electronics.com). However, but the Planning Department noted in the issuance of the Special Use Permit that the applicant must provide an opaque, decorative sound mitigation barrier, which may include but not be limited to, sound barrier walls or fencing surrounding the entire periphery of the tow yard site, which includes Lots 4-8, College Road Subdivision. The wall/fence shall be set 10-foot in, from property line, adjacent to a public right of way, to accommodate the required landscape buffer. The minimum height of the wall shall be six feet. Also, the applicant must provide a landscape buffer between the back of all required sidewalk, measuring 10-feet into each lot (lots 4-8), adjacent to all public rights-of-way. The landscape buffer must adhere to Section 17-4-7, (3), a. of the Pueblo Municipal Code. These additional staff conditions to the Special Use Permit were intended to decrease noise trespass from the property.

  2. No vibrations resulting from any industrial, commercial, or business activity shall be measurable at

the outer boundaries of the lot.

- The tow yard use may produce detectible vibrations. The Planning Department addressed the vibration concerns affecting the adjacent residential zone district during the Special Use Permit by requiring that no storage of towed vehicles or other industrial uses were allowed on Lot 8, Blk 1, College Road Subdivision. Lot 8 may be utilized for office, administrative functions only. Also, no tow yard functions are permitted within 10-feet of the western property lines of lots 6-8 and within 10-feet of the northern property line of lot 4.

3. No odors resulting from any industrial, commercial, or business activity shall be discernible at the outer boundaries of the lot.

- The proposed tow yard use is not anticipated to create discernable odors.

4. No observable smoke shall be emitted from the parcel.

- The proposed tow yard use is not anticipated to create 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 proposed development will have to develop, according to the municipal code, landscaping and development performance standards which will mitigate any potential dust or dirt.

6. No noxious gases resulting from any industrial, commercial, or business activity shall be discernible beyond the outer boundaries of the lot.

- No noxious gases are anticipated to result from the tow yard use.

7. No glare or heat generated from any industrial, commercial, or business activity shall be discernible beyond the outer boundaries of the lot.

- No glare or heat are anticipated to be generated from the tow yard use.

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 tow yard use is not anticipated to cause interference or disrupt utility service.

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.

- The proposed tow yard use will have to comply with the municipal landscape code which requires screening and buffering of commercial uses.

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 applicant's information.**

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

- Comments **The application contains property owner's information.**

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 constructing and operating a tow-yard on the parcels. The office building will be located on Parcel A and accessed via Fortino Blvd. Tow yard entrance and vehicle storage will be accessed off Parcels B and C via Crane Ridge Dr.**

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

- Comments **A site plan has been provided with the application.**

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

- Comments **The applicant indicated that redevelopment may begin in 2022.**

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

- Comments **The applicant is being relocated from their current location at Highway 50 Bypass and Interstate-25 by Colorado Department of Transportation for future highway development. CDOT is compensating Wayne's Towing to vacate their current property and relocate.**

REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department- Please see email from Mike Colucci, dated September 13, 2021, attached.
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-Please see email from Michelle Regalado dated September 16, 2021, attached.

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 additional staff condition**:

1. This rezone application is contingent upon the approval and recording of the Rearrangement of Property Boundaries before being heard at City Council.

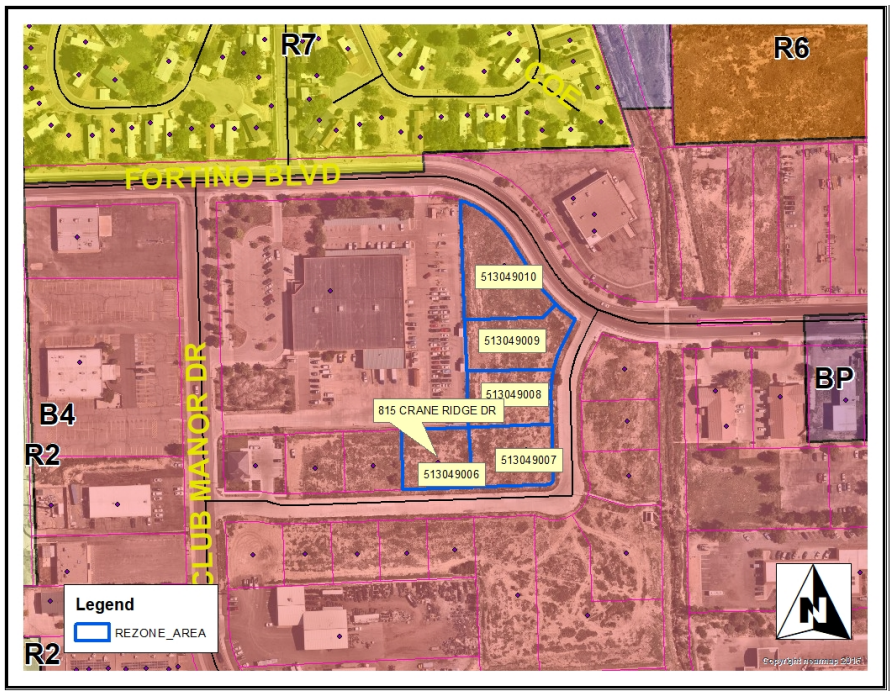
ATTACHMENTS:

- **A. Arial Photograph**
- **B. Zoning Map**
- **C. Comprehensive Plan Map**
- **D. Public Notice Photographs**
- **E. Site Photographs**
- **F. B-P Zone District Information Sheet**
- **G. Application**
- **H. Project Description**
- **I. Rezoning Exhibit**
- **J. Proposed Site Plan**

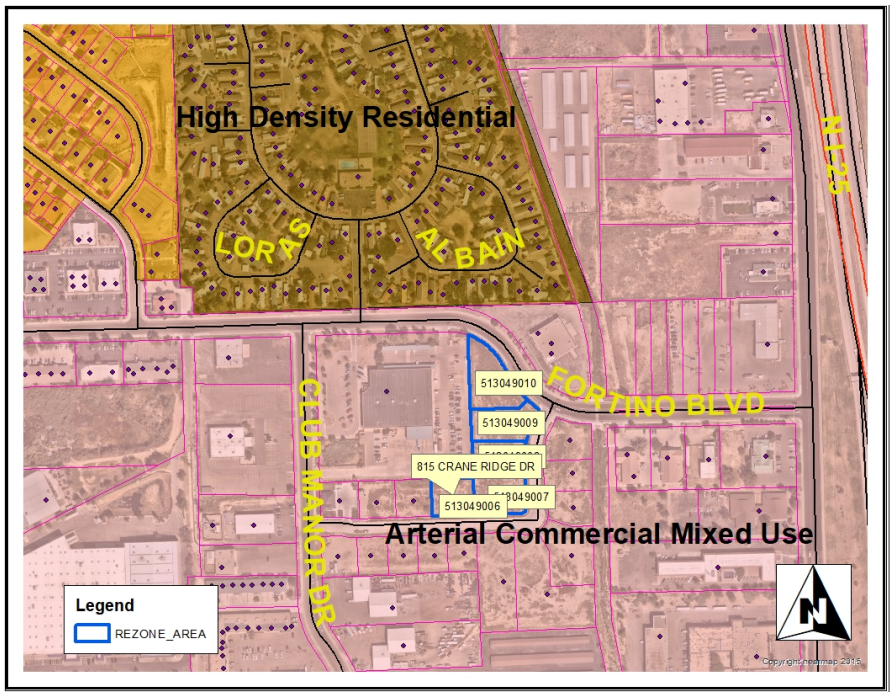
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Poster



E. Crane Ridge Dr. Rezoning site looking north from Crane Ridge Dr.



E. Crane Ridge Dr. Rezoning site looking northwest from Crane Ridge Dr.



E. Crane Ridge Dr. Rezoning site looking east from Crane Ridge Dr.



E. Crane Ridge Dr. Rezoning site looking south from Crane Ridge Dr.

F. B-P Zone District Information Sheet

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Zone District: BP (Business Park District)

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

Setbacks: Front: 25' Side: 10'* Rear: 25'*
* There shall be no setback limitations for that portion of any lot that abuts property located in business or industrial zone districts.

Separation Distance:	100' from an existing residential zone
Coverage:	50%
Max. Height:	35' for buildings that are within 150' of a residential zone district. May be increased at a rate of 25' vertical for every additional 100' horizontal that the building is away from any residential zone district.
Minimum Lot Width:	100'
Minimum Lot Size:	20,000 Square Feet

PERFORMANCE STANDARDS:
Sec. 17-4-5(4)a.

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

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

Landscape: Required. § 17-4-7

Public Sidewalks: § 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

1. Accessory commissary
2. Accessory community garden
3. Accessory heliport, emergency medical
4. Adult day service center
5. Ambulance service
6. Art gallery
7. Artist studio
8. Auditorium
9. Automobile dealership
10. Automobile rental
11. Automobile repair, body shop
12. Automobile repair, lube shop
13. Automobile repair, repair shop
14. Bakery, retail
15. Banquet hall
16. Bar, tavern
17. Beauty salon or barbershop
18. Blood bank or donor station
19. Body art studio
20. Bowling alley
21. Broadcasting studio
22. Butcher shop
23. Car wash
24. Catering service
25. Charitable institution
26. Civic club
27. Commissary
28. Contractor's shop
29. Dog care facility
30. Farmers market
31. Financial drive-up facility
32. Financial institution
33. Food and drink processing facility, minor
34. Gas station
35. General service
36. Health club
37. Hospital
38. Hotel (Motel)
39. Instructional studio
40. Kennel (cattery)
41. Laundromat
42. Laundry service

Uses by right.

43. Manufacturing and production
44. Massage establishment
45. Mineral springs
46. Mortuary
47. Nursery
48. Office, general
49. Office, medical
50. Office, professional
51. Parking lot
52. Parking structure
53. Pawnshop
54. Pet shop
55. Pharmacy
56. Print shop
57. Public utilities
58. Recreation facilities, indoor
59. Rental shop, equipment
60. Rental shop, general
61. Repair shop, consumer items
62. Repair shop, durable goods
63. Restaurant
64. Restaurant, carry-out
65. Retail sales, auto parts
66. Retail sales, big box
67. Retail sales, garden center
68. Retail sales, general
69. Retail sales, liquor store
70. Retail sales, tires
71. Storage facility, outdoor
72. Storage facility, self-storage
73. Temporary farmers market
74. Temporary mobile food vendor
75. Theater, general
76. Theater, multiplex
77. Tow service
78. Truck stop
79. Urgent care facility
80. Veterinary clinic
81. Woodworking

Uses by review.

1. Auction house
2. Automobile auction
3. Child care center
4. Commercial, established
5. Community center
6. Contractor's yard
7. Crematory
8. Flea market
9. Food and drink processing facility, major
10. Funeral home
11. Heliport, emergency medical
12. Laboratory
13. Medical marijuana center (dispensary) (limited use permit)
14. Microbrewery
15. Parks, trails and open space
16. Pawnshop, automobile
17. Payday loan agency
18. Precious metal purchaser
19. Recreation facilities, general
20. Recycling collection center
21. Religious institution
22. Residence, watchman or caretaker
23. School, college or university
24. School, general
25. School, preschool
26. Shooting range
27. Tow yard
28. Truck parking
29. Truck sales and service
30. Warehousing uses
31. Wedding facility
32. Wholesaling uses
33. Wind Turbine

Conditional uses:

1. Accessory antenna
2. Accessory commercial patio
3. Accessory drive-thru
4. Accessory medical marijuana home cultivation
5. Accessory medical marijuana optional cultivation
6. Accessory solar array
7. Adult entertainment
8. Brewpub
9. Community garden
10. Development in floodplain
11. Food warehousing
12. Recreational vehicle, sales and service
13. Retail marijuana product manufacturing facility
14. Retail marijuana testing facility
15. Retail sales, building materials
16. School, trade
17. Smoking lounge
18. Temporary construction yard
19. Temporary mobile auto repair
20. Temporary outdoor sales, seasonal

G. Application

city of PUEBLO colorado — Planning & Community Development

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

Planning & Zoning Map Amendment Application

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

Property Owner

Name: Crane College Park, LLC by Leslie Biggs, Managing Member

Company: Crane College Park, LLC

Address: 1821 A Fortino Blvd., Pueblo, CO Zip: 81008

Phone: (719) 250-1010 Email: lesliebiggs802@yahoo.com

Applicant

Name: Mike + Wendy Fetty

Company:

Address: 332 S Conquistador Ave Zip: 81007

Phone: (719 251-8660 Email:

Person of Firm Representing Owner or Applicant

Name:

Company:

Address: Zip:

Phone: ( ) Email:

The applicant will be the primary contact unless otherwise noted.

Project Location: (address or general description) 755, 815, 775, 765 Crane Ridge + 750 Fortino Blvd

Legal Description: BLK 1 Lots 4-8 College Road Sub - 4th Filing

Subdivision: College Road

Existing Zone District: B4 **Proposed Zone District:** RP

Purpose of this Application:

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

(Continue Next Page)

(Continued from previous page)

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

see attatched

Description of area surrounding proposed development:

see attatched

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

see attatached

☑ 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: December 2021

Estimated date for completion of project: June 2022

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

Current Building + Land - State is buying. Funds from this aquisition + other bank funds will see this development to finish.

☐ 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: Crane College Park, LLC, by Leslie Biggs - Managing Member

Signature: Leslie Biggs Date: 8/23/21

Applicant, if different from Property Owner

Print Name: Wendy Fetty

Signature: Wfetty Date: 8/25/2021

Office Use Only

Zoning Compliance (Completed by City Staff)

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

H. Project Description

Rezone

Statement of Facts:

Justifying the zone change, request.

On June 24, 2021, Colorado Dept. of Transportation called Mike & Wendy Fetty, owners of Wayne's Towing. Representative, TJ Thiebaut, stated that they request a meeting with us regarding the property located at 2500 N Freeway, Pueblo, Colorado 81003, better known as Wayne's Towing.

In the formal meeting, June 30, 2020, TJ Thiebaut stated that the state of Colorado was going forward with the next step in the redesign of I-25 and that our property including all business located on the frontage road of I-25 would have to relocate. Per your requirements for the tow yard, we are required to be rezoned for BP.

After investigation the surrounding area we feel we are defiantly a like type business for this area with our building and storage yard. In the description below you can see that many of the business around of us have economic and community service details with the likes of ours. Please note all below surrounding business also have large secure fenced yards for storage not unlike what we will require.

****See arial photo attached**

Description of area surrounding development:

* Sunstate Equipment located at 4125 N Elizabeth – it leases heavy/large construction equipment, building equipment, tool rental equipment for home and Industry with a large fenced storage yard for all equipment.

*United States Postal Service located at 1022 Fortino Blvd – is a large fleet of postal delivery vehicles to the community for postal needs including a large fenced storage yard for ingoing and outgoing of heavy trucks due to mail being delivered from and to the transfer station up north.

*McCandless International Heavy Truck Dealer is located at 4030 Club manor Dr. it is a heavy/large commercial truck dealer and repair facility with truck storage. Repairing heavy/large trucks, tractors, buses and all heavy/large commercial vehicles.

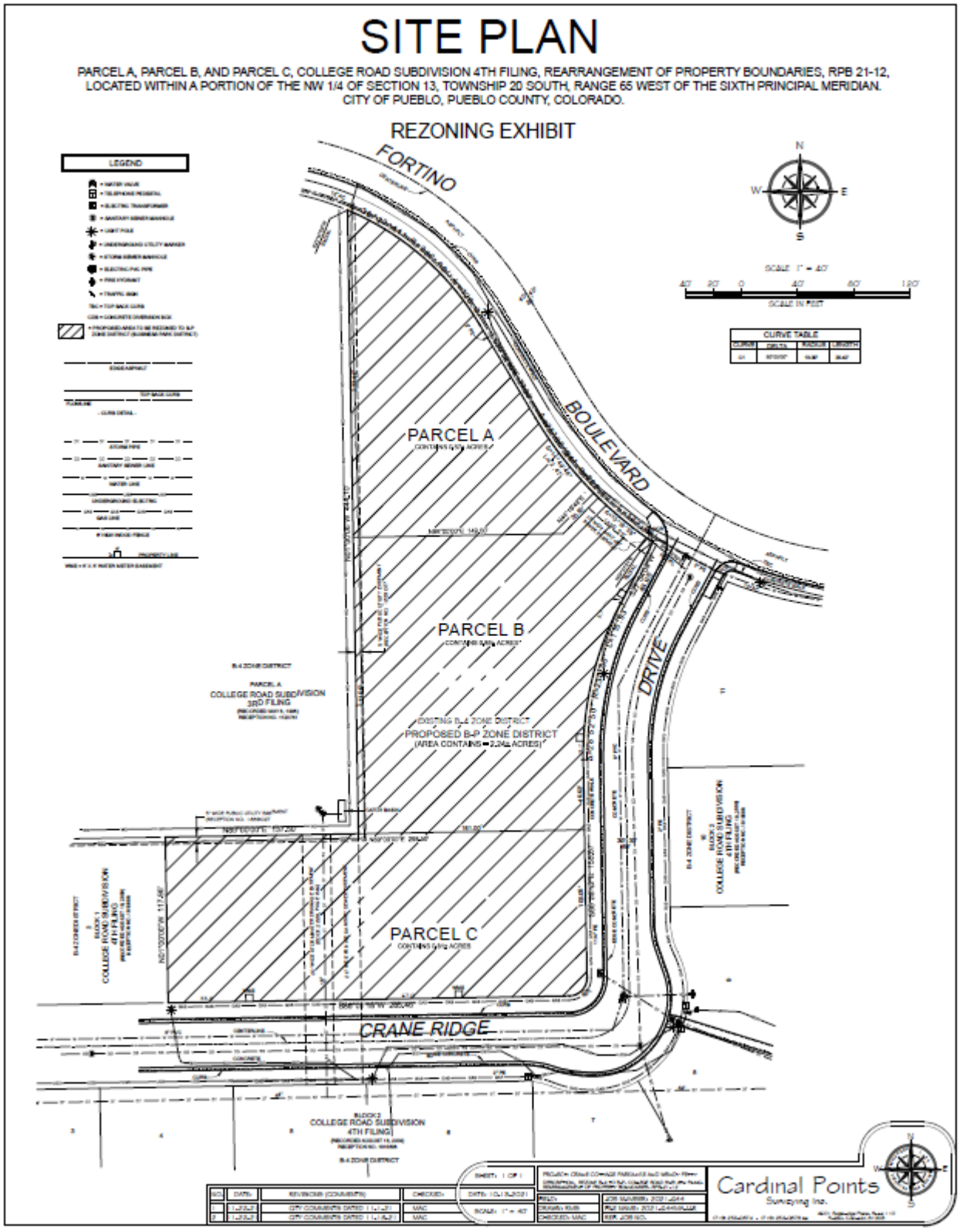
* GCR Tire & Service is located at 4050 Club Manor Dr. it is a heavy/large commercial/industrial new tire or repair facility, fleet farm, with large fenced storage tire yard for used/new tires.

*College Park Mini Storage is located at 4020 Club Manor Dr. it is a large fenced mini storage area with units to use for household items, commercial items, vehicles storage, motorcycles storage and much more. Many units and sizes to accommodate you.

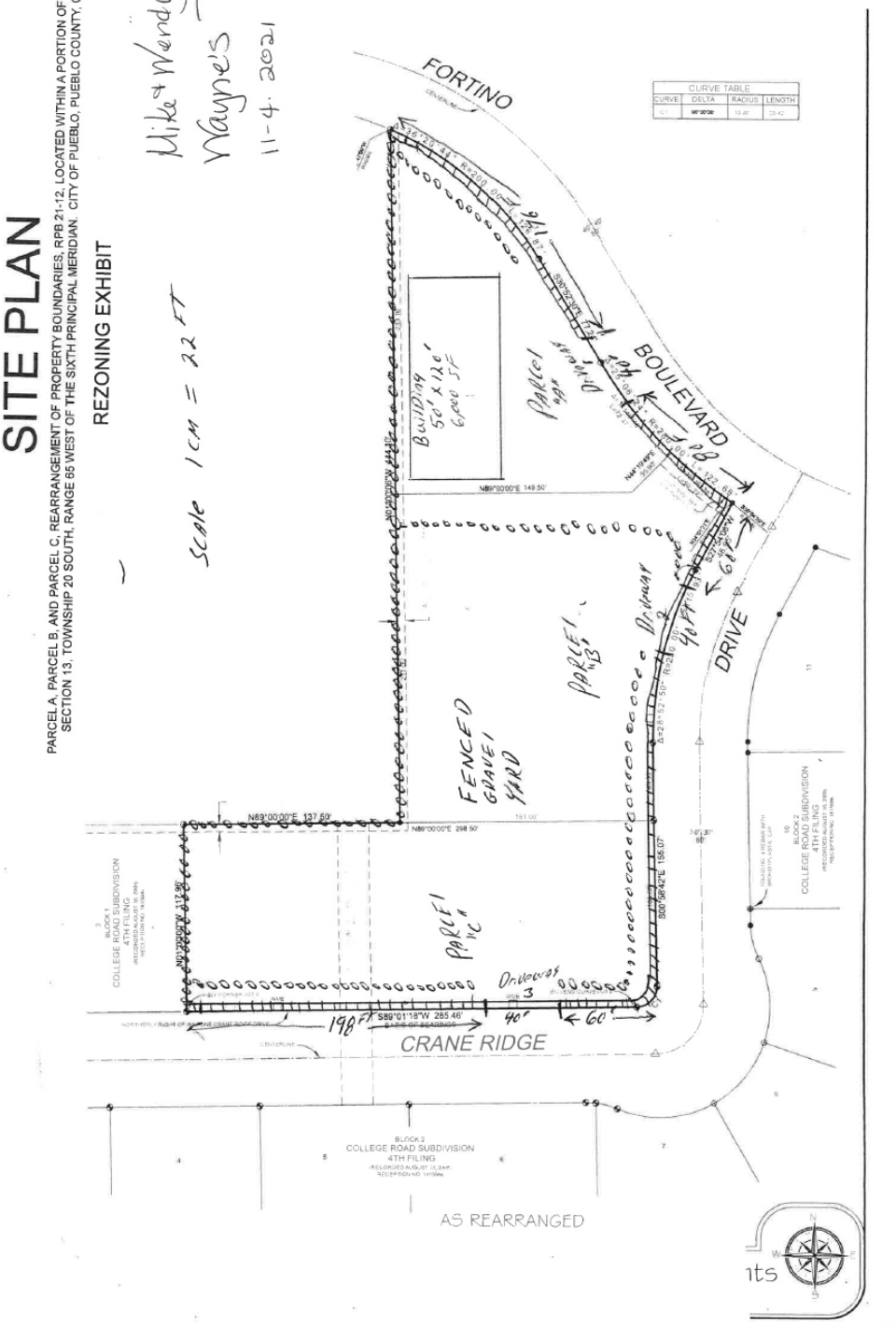
We will be incompliance with all section codes. As far as environmental effect we will have no emission issues, noise or pollutants. We will have no negative effects on the environment. We will have an economic effect by the development to the property and we employ fourteen employees to better benefit their family's and community. This is a low traffic area, slight increase of traffic due to customers. We will offer a parking lot for the public.

Wayne' Towing will be a beautiful addition to this area with the benefit of proper lighting, trees, bushes and pleasurable ascetics to the building and community which will add charm to this area. Office building space will consist about 1000 sq feet and the 5-bay door shop will consist of 5000 sq feet total the building square footage at 6000 sq feet. The secured fenced tow yard will be around 1.8 acres. Parking lot will be paved and tow yard will be graveled.

I. Rezoning Exhibit



J. Proposed Site Plan



From: mcolucci@prbd.com
To: Danielle Baxter
Subject: [External] RE: Z-21-14 815 Crane Ridge Dr 1st Submittal
Date: Monday, September 13, 2021 10:06:37 AM
Attachments: image002.png
image004.png
image005.png

External email. Please use caution.

Danielle,

Regional Building has no objection to the proposed rezoning. As usual, Building Permit and Plan Review will be required for construction.

Thanks

Mike Colucci
Pueblo Regional Building Dept
719-543-0002 x101

Please consider the environment before printing this e-mail

This e-mail transmission (including any attachments) contains information that may be confidential. It is intended for the use of the addressee only. If you received this e-mail in error, we request that you contact us immediately by telephone or return e-mail, and that you delete this message from your computer. If you are not the intended recipient, please be advised that any dissemination, distribution, or copying of this e-mail is strictly prohibited.

From: Regalado - CDOT, Michelle
To: Danielle Baxter
Cc: Valerie Sword - CDOT; Arthur Gonzales - CDOT
Subject: [External] Re: Z-21-14 815 Crane Ridge Dr 1st Submittal
Date: Thursday, September 16, 2021 11:26:42 AM
Attachments: image001.png
image002.png
image003.png

External email. Please use caution.

Danielle,

I am in receipt of a referral request for comment for a REZONE/SUBDIVISION/ETC for LOCATION. After review of all documentation I have the following comment:

- Approval to allow a COMMENT FOR for LOCATION, rearrangement of 5 parcels into 2 for office space lots, will/not impact CDOT infrastructure at this time. A CDOT Access Permit will/not be required.
- Section 2.6(3) of the State Highway Access Code, states that if the proposed vehicle volumes increase by 20 percent or more an access permit will be required.

Please let me know if you have any questions or concerns.

Thank you.

November 23, 2021

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Crane College Park, LLC** for approval of the following application:

Z-21-14: 815 Crane Ridge Drive Rezoning: Rezoning of 2.24 acres, Lots 4-8, College Road Subdivision, 4th Filing, generally located north and west of Crane Ridge Drive.

The Planning and Zoning Commission meeting will be held on December 8, 2021, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). 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
Danielle Baxter, Planner
(719) 553-2241

November 23, 2021

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Crane College Park, LLC** for approval of the following application:

Z-21-14: 815 Crane Ridge Drive Rezoning: Rezoning of 2.24 acres, Lots 4-8, College Road Subdivision, 4th Filing, generally located north and west of Crane Ridge Drive.

The Planning and Zoning Commission meeting will be held on December 8, 2021, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). 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
Danielle Baxter, Planner
(719) 553-2241

November 23, 2021

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Crane College Park, LLC** for approval of the following application:

Z-21-14: 815 Crane Ridge Drive Rezoning: Rezoning of 2.24 acres, Lots 4-8, College Road Subdivision, 4th Filing, generally located north and west of Crane Ridge Drive.

The Planning and Zoning Commission meeting will be held on December 8, 2021, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). 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
Danielle Baxter, Planner
(719) 553-2241

November 23, 2021

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Crane College Park, LLC** for approval of the following application:

Z-21-14: 815 Crane Ridge Drive Rezoning: Rezoning of 2.24 acres, Lots 4-8, College Road Subdivision, 4th Filing, generally located north and west of Crane Ridge Drive.

The Planning and Zoning Commission meeting will be held on December 8, 2021, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). 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
Danielle Baxter, Planner
(719) 553-2241

CASE NUMBER Z-21-14

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 815 Crane Ridge 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 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 815 Crane Ridge Dr. 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
CRANE COLLEGE PARK LLC	1821 FORTINO BLVD S	PUEBLO	CO	81008-1893
VAHIL ATUL + LILLY	3833 AUGUSTA LN	PUEBLO	CO	81001-4920
PUEBLO MOTELS LLC + C/O TAX DEPT	3984 VINEYARD RD	ROSEVILLE	CA	95747-9171
DUVALL WILLIAM D	4330 BLUEFLAX DR	PUEBLO	CO	81001-1122
MC CONNELL MANUFACTURING PROPERTIE	5793 INTERSTATE 25	WALSENBUR	CO	81089-9703
CLOUGH STANLEY TRUST	6974 S BUFFALO ST	LITTLETON	CO	80120-3828
FISHERMANS RETIREMENT FUND LLC	712 FORTINO BLVD	PUEBLO	CO	81008-2084
BRAYDEN TUCKER LLC	7764 SOUTH LN	PUEBLO	CO	81004-8710
UNITED STATES POSTAL SERVICE	8055 E TUFTS AVE STE	DENVER	CO	80237-2755
875 CRANE RIDGE LLC	875 CRANE RIDGE DR	PUEBLO	CO	81008
M H C PUEBLO GRANDE LLC + C/O EQUITY L	999 FORTINO BLVD	PUEBLO	CO	81008-2006
SNOWLAND VISTAS INC + C/O EQUITY LIFES	PO BOX 06115	CHICAGO	IL	60606-0115
CARDINAL HOLDING CO INC	PO BOX 8884	PUEBLO	CO	81008-8841

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: February 28, 2022

TO: President Heather Graham 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 SECTIONS 17-2-2, 17-4-51,17-4-14, AND 17-10-05 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO MULTIFAMILY DEVELOPMENT DESIGN STANDARDS

SUMMARY:

Attached for consideration is a Text Amendment that will amend Sections 17-2-2, 17-4-51,17-4-14, and 17-10-05 of Title XVII of the Pueblo Municipal Code establishing design standards for the development of new multifamily residences.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Planning and Zoning Commission recommending the approval of a Text Amendment to the Title XVII Municipal Code Sections: 17-2-2 use definitions, 17-4-51 permitted uses 17-4-14 new multifamily housing development design standards, and 17-10-05 sign standards. The Text Amendment provides specific development and design standards for multifamily development, residential structures that contain three or more dwelling units. Currently, the City of Pueblo does not have defined development design standards specifically for multifamily developments. New multifamily developments are reviewed using the small, medium, and large-scale commercial development standards found in §17-4-42 thru §17-4-48. The current commercial development standards limit façade materials and require surface treatments that are not always practical for multifamily development. The standards proposed for multifamily development will allow flexible design and ensure the structures provide aesthetic interest. The new standards have been developed in coordination with the Community Commission on Housing and Homelessness ("CCHH"). The Community Commission on Housing and Homelessness was established in 2019 as an advisory Commission to the Mayor and City Council of Pueblo regarding policies for an inclusive housing strategy that will address an Emergency Shelter, Transitional Housing, Permanent Supportive Housing, and Affordable Housing. The Zoning subcommittee of the CCHH was tasked with recommending zoning actions to remove the ambiguity in the development of new multifamily housing. Currently all development is categorized as either Residential or Commercial. Commercial development

must conform with more intensive requirements for architecture, parking, landscaping, stormwater, etc. however, Sec. 17-4-11 Residential Placement Standards only contains provisions for one-family or two-family residences. Therefore, all structures containing three or more dwelling units do not have specific development performance standards and have customarily been made to comply with the more stringent commercial standards. Creating standards for multifamily developments structures containing three or more dwelling units will decrease the design burden and result in an increase in the new multifamily housing within the City of Pueblo. These standards will provide consistent review standards for multifamily developments.

FINANCIAL IMPLICATIONS:

This Ordinance will improve the timing for the approval and development of new multifamily residences resulting in increased sales and use tax revenues from building materials and property tax base within the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their February 9, 2022, Regular Meeting, voted 7-0, to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department coordinated with the Zoning Sub-Committee of the CCHH to develop the multifamily residential development standards.

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing by publication of the proposed amendment fifteen (15) days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, Title XVII of the Pueblo Municipal Code the large, medium, or small-scale commercial development standards will continue to be used for approving the design of multifamily housing developments.

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 February 9, 2022 Public Hearing
Planning and Zoning Commission Staff Report
Notice of Hearing

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 17-2-2, 17-4-51,17-4-14, AND 17-10-05 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO MULTIFAMILY DEVELOPMENT DESIGN STANDARDS

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

(Brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 17-2-2 of the Pueblo Municipal Code is hereby amended by the addition of a new section to read as follows:

Sec. 17-2-2. Use Definitions.

For the purpose of this Title, certain terms and words used herein shall be interpreted as follows:

(128) Residence:

…a. *Condominium* means a residential structure of two (2) or more dwelling units in which the dwelling units are individually owned; each owner receiving a recordable deed enabling him or her to sell, mortgage, exchange, etc., his or her dwelling unit independent of the owners of the other dwelling units in the structure. The maintenance of the structure and common improvements is provided through a homeowners' association or similar contractual group. **Condominium structures with three or more dwelling units shall be considered multifamily residential structure and adhere to Section 17-4-14 of the Pueblo Municipal Code.**

b. Established means a residence, one-, two-, or **[multi-family] multifamily** that was occupied any time prior to February 1, 1968; therefore, allowing the same use to be reinstated. The discontinuance of the residence does not preclude the residence from returning; the number of dwelling units shall not be increased above the number of dwelling units that existed when the use was legally established.

c. **[multi-family] multifamily**, means a [**detached**] residential [**building**] **structure [designed as a single structure],** containing **[more than four (4)] three (3) or more** dwelling units. Each **dwelling** unit is designed for occupancy by not more than one (1) family. **Condominiums with three or more dwelling units and townhouses are defined as multifamily residences.**

. . .

e. **[Three-and four-family means a residential building designed as a single structure, containing three (3) or four (4) dwelling units and designed for occupancy by not more than one (1) family per dwelling unit.] Reserved**

SECTION 2.

Section 17-4-51(c) of Chapter 4, Article V, of Title XVII is hereby amended to read as follows:

. . .

Section 17-4-51(c) – Permitted Use Table.

USE CATEGORIES	SPECIFIC USES DEFINITION	R-3	R-4	R-5	R-6	RCN	B-3	B-4	CCN MAJ	CCN MIN	H-B	HARP1	HARP2	HARP3
Residence**, [Multi-Family] Multifamily**	(128)c.	S	P	P	P	S	S	S	S	S	S	S	S	S
[Residence, Three and Four Family] Reserved	**[(128)e.]**	**[S]**	**[P]**	**[P]**	**[P]**	**[P]**			**[P]**	**[P]**				

SECTION 3.

Sec. 17-4-14 Multifamily housing development design standards

(a) Intent. Encourage visually distinct buildings, support affordable development, and promote livability and accessibility within the city.

(b) Applicability. The following multifamily residential development is subject to the requirements of this section in addition to complying with all other applicable Code requirements:

(1) New Construction: the standards in this section shall apply to all new construction of multifamily structures within the city.

(2) Redevelopment: the standards in this section shall also apply to any structural additions that equal thirty-five percent (35%) or more of the existing multifamily residential structure footprint.

(3) Conversion: the standards in this section shall also apply to any property in which there is a change of use resulting in a use classified as residential, multifamily.

(c) Exceptions: Development in zone or area districts that have a regulatory design review process, such as the Historic Business (HB) Zone District and HARP Zone Districts are exempt from the standards of this section. Mixed-use buildings in a business district with a commercial use on the first floor are subject to review under the applicable development performance standards for large, medium, small and industrial development.

(d) Primary Facades: A building's primary façade(s) includes all façade(s) adjacent to public rights-of-way. A primary façade shall serve as the main access point to a building or building unit. In situations where it is not possible for a building's primary entrance to be located adjacent to a public right-of-way, façade(s) adjacent to a major access drive and/or primary parking area serve as the primary façade(s). A parcel or lot may have multiple primary facades depending upon the location of adjacent rights-of-way and the structure's primary entrance.

(e) Secondary Façades: A building's secondary façades shall consist of all other facades that are not defined as a primary façade.

(f) Requirement for four-sided design: a building's special architectural features and treatments shall not be restricted to a single façade. All sides of a building open to view, whether viewed from public or private property, shall display appropriate architectural interest as required in this Subsection

(1) Primary façades must include all of the following design elements.

a. Building facades shall be multi-colored. Each building façade shall include not less than two distinct colors. Colors may be from the same hue family but be distinct from each other;

b. Changes in texture and material;

c. Windows. Windows shall be provided in repeating intervals and sized appropriate to the scale of the façade;

d. Projections, recesses and reveals; and

e. Horizontal or vertical breaks

(2) The Administrative Official may allow the following design elements to be substituted for one or more of the required design elements listed above, if the applicant is able to provide justification that the substitution will provide visual interest and aesthetic appeal;

a. Graphic patterning;

b. Other similar techniques compliant with section 17-4-14(o)

(3) Secondary façades shall provide at least two (2) of the following design elements:

a. Change in Colors. Colors may be from the same hue family, but shall be distinct from each other;

b. Changes in texture and material;

c. Windows. Windows shall be provided in repeating intervals and sized appropriate to the scale of the façade.

d. Graphic patterning;

e. **Projections, recesses and reveals;**

f. **Horizontal or vertical breaks; or**

g. **Other similar techniques compliant with section 17-4-14(o)**

(h) Roofs. All roof vents, pipes, antennas, satellite dishes, HVAC, roof mounted mechanical equipment and other roof penetrations (except chimneys & solar panels) shall be located on or adjacent to secondary facades, or otherwise be configured, to the degree practicable, to have a minimal visual impact as seen from the street. Roof designs shall incorporate the following design features:

(1) Flat roofs must incorporate a parapet sufficient to screen roof mounted mechanical equipment

(2) All pitched roof designs must use the following design features:

i. **Varying roof design, which may include but not be limited to the use of dormers, varying planes, slopes and/or projections; and**

ii. **Pitches between 3:12 and 12:12**

(i) Entrances. Each multifamily residential building with a common entrance shall have a clearly defined and highly visible residential entry that uses at least one (1) of the following design features.

(1) Canopies, porticos, arcades and/or covered porch

(2) Raised or peaked cornice parapets over the entrance.

(j) Outdoor Activity Areas. Outdoor activity areas, porches, balconies, decks, vending areas, and other similar site attributes shall be located away or fully screened from adjacent existing single-family residential uses or single-family residential zone districts.

(k) Color. Multifamily developments that include more than three multifamily structures shall be made to avoid using identical façade colors in the same pattern on adjacent structures, within the same development. Colors may be from the same hue family, but shall be distinct from each other

(l) Pedestrian Circulation in Multifamily Developments. A clearly defined, visible, and identifiable pedestrian network shall be provided between residential structures, parking spaces, open spaces, outdoor activity areas and other community facilities within the development site. The pedestrian circulation network shall be connected to adjacent public rights-of-way, public parks, and open spaces.

(m) Accessory Structures. All accessory structures including but not limited to garages, storage closets, lockers, sheds, carports, and other accessory functions located in separate structures on the same site shall be complementary to the overall design of the site, and the architectural style of the primary structure. Materials, colors and designs, including roof design, shall conform with and complement the predominant materials and colors of the principal structure(s).

(n) Parking. Off-street parking areas are encouraged to be located along a secondary façade or to the rear of a multifamily structure rather than between the structure and public right-of-way.

(o) Administration. The Administrative Official shall review all development for consistency with the intent of the Sec. 17-4-14. If the Administrative Official determines the intent of the section is met, the Administrative Official may modify or substitute, any of the requirements listed above when the changes to the existing building will have a negative impact on health, safety, and welfare of the surrounding neighborhood.

SECTION 4.

Section 17-10-05 of Chapter 4, Article V, of Title XVII is hereby amended to read as follows:

Sec. 17-10-05. - Sign standards.

(a) Residential: R-1, R-2, **[R-3, R-4]**, R-8.

Type	***Maximum Number***	***Maximum Area***	***Maximum Height***
Monument sign	Prohibited	—	—
Freestanding sign	Prohibited	—	—
Building address sign plates	1 per dwelling unit	2 sq. ft.	—
Signs for subdivision	2 per subdivision entrance	48 sq. ft.	6'

(b) Residential: **R-3, R-4,** R-5, R-6,

Type	***Maximum Number***	***Maximum Area***	***Maximum Height***
Monument sign	1 per development entrance	48 sq. ft.	6'
Freestanding sign	Prohibited	—	—
Building address sign plates	1 per entrance to building	2 sq. ft.	—
Signs for subdivision	**[Prohibited] 1 per multifamily development or subdivision entrance**	[—] **48 sq. ft.**	[—] **6'**
Notes: Development identification wall signs on primary and secondary Façades for multifamily housing developments may be permitted at the discretion of The Administrative Official.			

SECTION 5.

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 6.

This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, February 9, 2022 – 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, Sarah Martinez, 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; Danielle Baxter, Planner; Bart Mikitowicz, Planner; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to approve the agenda and add January 26, 2022 minutes approval, Seconded by Spinuzzi.

Motion passed 7-0.

PUBLIC MEETING AND ACTION

Regular Agenda

1. **TA-21-01: Text Amendment:** An ordinance amending sections 17-2-2, 17-4-51, 17-4-14, and 17-10-05 of Title XVII of the Pueblo Municipal Code relating to multifamily development design standards

   Staff report by Bart Mikitowicz, Planner

   BACKGROUND AND ANALYSIS:
   The City is requesting approval of specific development and design standards for multifamily development, residential structures that contain three or more dwelling units. Currently, the City of Pueblo does not have defined development design standards specifically for multifamily developments. New multifamily developments are reviewed using the small, medium, and large-scale commercial development standards found in §17-4-42 thru §17-4-48. The current commercial development standards limit façade materials and require surface treatments that are not always practical for multifamily development. The standards proposed for multifamily development will allow flexible design and ensure the structures provide aesthetic interest.

   Over the past year the City's Planning Department has worked with various local stakeholders from the private and public sector, researched best practices, studied existing language from other municipalities, and internally debated the language as it is related to Pueblo and meeting the objectives of this text amendment.

   The product at this time is intended to clearly present the expectations for multifamily developers, allow staff and review agencies to make clearer determinations on issues of compliance, while identifying and reducing requirements on developers that may be seen as overly restrictive, superfluous, or cost prohibitive.

   Recommendation:
   Staff recommends that the Planning and Zoning Commission forward a recommendation of approval of the proposed text amendment to City Council.

   Attachments:
   Ordinance Amending §17-2-2, 17-4-51, 17-4-14, 17-10-05 of Title XVII of the Pueblo Municipal Code Relating to Multifamily Development Design Standards.

   Mr. Mikitowicz stated that the intent of the text amendment was to allow flexibility and affordable architectural options for multi-family development, which is not specifically addressed in the current City of Pueblo Municipal Code. Mr. Mikitowicz specifically addressed each of the five architectural features that must be utilized on the primary façade of the building. Mr. Hobson added that two architectural features that must be utilized for the secondary façade of the building.

   No one spoke in support or opposition of this case.

   COMMISSION ACTION:
   Motion to approve TA-21-01 with staff conditions made by Bailey, second by Avalos.

   Motion passed: 7-0

APPROVAL OF MINUTES

Approval of the minutes for the Planning and Zoning Commission Public Hearing held on January 12, 2022. Motion by Bailey to approve minutes, second by Aznar.

MOTION PASSED 7-0

Approval of the minutes for the Planning and Zoning Commission Public Hearing held on January 26, 2022. Motion by Bailey to approve minutes, second by Aznar.

MOTION PASSED 7-0

ADJOURN

There being no further business the Regular Meeting was adjourned at 3:42 p.m.

Respectfully submitted,

Mike Castellucci
Chairperson

Attest:

Scott Hobson
Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 211 East D Street, Pueblo, CO.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

TEXT AMENDMENT
TA-21-01

TO:	**City of Pueblo Planning and Zoning Commission**
FROM:	**Bart Mikitowicz, Planner**
THROUGH:	**Scott Hobson, Acting Director of Planning and Community Development**
DATE:	**February 9, 2022**
SUBJECT:	**AN ORDINANCE AMENDING SECTIONS 17-2-2, 17-4-51,17-4-14, AND 17-10-05 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO MULTIFAMILY DEVELOPMENT DESIGN STANDARDS.**

Background:
The City is requesting approval of specific development and design standards for multifamily development, residential structures that contain three or more dwelling units. Currently, the City of Pueblo does not have defined development design standards specifically for multifamily developments. New multifamily developments are reviewed using the small, medium, and large-scale commercial development standards found in §17-4-42 thru §17-4-48. The current commercial development standards limit façade materials and require surface treatments that are not always practical for multifamily development. The standards proposed for multifamily development will allow flexible design and ensure the structures provide aesthetic interest.

Analysis:
Over the past year the City's Planning Department has worked with various local stakeholders from the private and public sector, researched best practices, studied existing language from other municipalities, and internally debated the language as it is related to Pueblo and meeting the objectives of this text amendment.

The product at this time is intended to clearly present the expectations for multifamily developers, allow staff and review agencies to make clearer determinations on issues of compliance, while identifying and reducing requirements on developers that may be seen as overly restrictive, superfluous, or cost prohibitive.

Recommendation:
Staff recommends that the Planning and Zoning Commission forward a recommendation of approval of the proposed text amendment to City Council.

Attachments:

Ordinance Amending §17-2-2, 17-4-51, 17-4-14, 17-10-05 of Title XVII of the Pueblo Municipal Code Relating to Multifamily Development Design Standards.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 17-2-2, 17-4-51,17-4-14, AND 17-10-05 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO MULTIFAMILY DEVELOPMENT DESIGN STANDARDS.

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

(Brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 17-2-2 of the Pueblo Municipal Code is hereby amended by the addition of a new section to read as follows:

Sec. 17-2-2. Use Definitions.

For the purpose of this Title, certain terms and words used herein shall be interpreted as follows:

(128) Residence:

…

a. *Condominium* means a residential structure of two (2) or more dwelling units in which the dwelling units are individually owned; each owner receiving a recordable deed enabling him or her to sell, mortgage, exchange, etc., his or her dwelling unit independent of the owners of the other dwelling units in the structure. The maintenance of the structure and common improvements is provided through a homeowners' association or similar contractual group. **Condominium structures with three or more dwelling units shall be considered multifamily residential structure and adhere to Section 17-4-14 of the Pueblo Municipal Code.**

b. Established means a residence, one-, two-, or **[multi-family]** **multifamily** that was occupied any time prior to February 1, 1968; therefore, allowing the same use to be reinstated. The discontinuance of the residence does not preclude the residence from returning; the number of dwelling units shall not be increased above the number of dwelling units that existed when the use was legally established.

c. **[multi-family]** **multifamily**, means a [**detached**] residential [**building**] **structure [designed as a single structure],** containing **[more than four (4)]** **three (3) or more** dwelling

units. Each **dwelling** unit is designed for occupancy by not more than one (1) family. **Condominiums with three or more dwelling units and townhouses are defined as multifamily residences.**

…

e. **[Three-and four-family means a residential building designed as a single structure, containing three (3) or four (4) dwelling units and designed for occupancy by not more than one (1) family per dwelling unit.] Reserved**

SECTION 2.

Section 17-4-51(c) of Chapter 4, Article V, of Title XVII is hereby amended to read as follows:

…

Section 17-4-51(c) – Permitted Use Table.

USE CATEGORIES	SPECIFIC USES DEFINITION	R-3	R-4	R-5	R-6	RCN	B-3	B-4	CCN MAJ	CCN MIN	H-B	HARP1	HARP2	HARP3
Residence**, [Multi-Family] Multifamily**	(128)c.	S	P	P	P	S	S	S	S	S	S	S	S	S
[Residence, Three and Four Family] Reserved	**[(128)e.]**	**[S]**	**[P]**	**[P]**	**[P]**	**[P]**			**[P]**	**[P]**				

SECTION 3.

Sec. 17-4-14 Multifamily housing development design standards

(a) Intent. Encourage visually distinct buildings, support affordable development, and promote livability and accessibility within the city.

(b) Applicability. The following multifamily residential development is subject to the requirements of this section in addition to complying with all other applicable Code requirements:

(1) New Construction: the standards in this section shall apply to all new construction of multifamily structures within the city.

(2) Redevelopment: the standards in this section shall also apply to any structural additions that equal thirty-five percent (35%) or more of of the existing multifamily residential structure footprint.

(3) Conversion: the standards in this section shall also apply to any property in which there is a change of use resulting in a use classified as residential, multifamily.

(c) Exceptions: Development in zone or area districts that have a regulatory design review process, such as the Historic Business (HB) Zone District and HARP Zone Districts are exempt from the standards of this section. Mixed-use buildings in a business district with a commercial use on the first floor are subject to review under the applicable development performance standards for large, medium, small and industrial development.

(d) Primary Facades: A building's primary façade(s) includes all façade(s) adjacent to public rights-of-way. A primary façade shall serve as the main access point to a building or building unit. In situations where it is not possible for a building's primary entrance to be located adjacent to a public right-of-way, façade(s) adjacent to a major access drive and/or primary parking area serve as the primary façade(s). A parcel or lot may have multiple primary facades depending upon the location of adjacent rights-of-way and the structure's primary entrance.

(e) Secondary Façades: A building's secondary façades shall consist of all other facades that are not defined as a primary façade.

(f) Requirement for four-sided design: a building's special architectural features and treatments shall not be restricted to a single façade. All sides of a building open to view, whether viewed from public or private property, shall display appropriate architectural interest as required in this Subsection

(1) Primary façades must include all of the following design elements.

a. Building facades shall be multi-colored. Each building façade shall include not less than two distinct colors. Colors may be from the same hue family but be distinct from each other;

b. Changes in texture and material;

c. Windows. Windows shall be provided in repeating intervals and sized appropriate to the scale of the façade;

d. Projections, recesses and reveals; and

e. Horizontal or vertical breaks

(2) The Administrative Official may allow the following design elements to be substituted for one or more of the required design elements listed above, if the applicant is able to provide justification that the substitution will provide visual interest and aesthetic appeal;

a. Graphic patterning;

b. Other similar techniques compliant with section 17-4-14(o)

(3) Secondary façades shall provide at least two (2) of the following design elements:

a. Change in Colors. Colors may be from the same hue family, but shall be distinct from each other;

b. Changes in texture and material;

c. Windows. Windows shall be provided in repeating intervals and sized appropriate to the scale of the façade.

d. Graphic patterning;

e. Projections, recesses and reveals;

f. Horizontal or vertical breaks; or

g. Other similar techniques compliant with section 17-4-14(o)

(h) Roofs. All roof vents, pipes, antennas, satellite dishes, HVAC, roof mounted mechanical equipment and other roof penetrations (except chimneys & solar panels) shall be located on or adjacent to secondary facades, or otherwise be configured, to the degree practicable, to have a minimal visual impact as seen from the street. Roof designs shall incorporate the following design features:

(1) Flat roofs must incorporate a parapet sufficient to screen roof mounted mechanical equipment

(2) All pitched roof designs must use the following design features:

i. Varying roof design, which may include but not be limited to the use of dormers, varying planes, slopes and/or projections; and

ii. Pitches between 3:12 and 12:12

(i) Entrances. Each multifamily residential building with a common entrance shall have a clearly defined and highly visible residential entry that uses at least one (1) of the following design features.

(1) Canopies, porticos, arcades and/or covered porch

(2) Raised or peaked cornice parapets over the entrance;

(j) Outdoor Activity Areas. Outdoor activity areas, porches, balconies, decks, vending areas, and other similar site attributes shall be located away or fully screened from adjacent existing single-family residential uses or single-family residential zone districts.

(k) Color. Multifamily developments that include more than three multifamily structures shall be made to avoid using identical façade colors in the same pattern

on adjacent structures, within the same development. Colors may be from the same hue family, but shall be distinct from each other

(l) Pedestrian Circulation in Multifamily Developments. A clearly defined, visible, and identifiable pedestrian network shall be provided between residential structures, parking spaces, open spaces, outdoor activity areas and other community facilities within the development site. The pedestrian circulation network shall be connected to adjacent public rights-of-way, public parks, and open spaces.

(m) Accessory Structures. All accessory structures including but not limited to garages, storage closets, lockers, sheds, carports, and other accessory functions located in separate structures on the same site shall be complementary to the overall design of the site, and the architectural style of the primary structure. Materials, colors and designs, including roof design, shall conform with and complement the predominant materials and colors of the principal structure(s).

(n) Parking. Off-street parking areas are encouraged to be located along a secondary façade or to the rear of a multifamily structure rather than between the structure and public right-of-way.

(o) Administration. The Administrative Official shall review all development for consistency with the intent of the Sec. 17-4-14. If the Administrative Official determines the intent of the section is met, the Administrative Official may modify or substitute, any of the requirements listed above when the changes to the existing building will have a negative impact on health, safety, and welfare of the surrounding neighborhood.

SECTION 4.

Section 17-10-05 of Chapter 4, Article V, of Title XVII is hereby amended to read as follows:

Sec. 17-10-05. - Sign standards.

(a) Residential: R-1, R-2, **[R-3, R-4]**, R-8.

Type	***Maximum Number***	***Maximum Area***	***Maximum Height***
Monument sign	Prohibited	—	—
Freestanding sign	Prohibited	—	—
Building address sign plates	1 per dwelling unit	2 sq. ft.	—
Signs for subdivision	2 per subdivision entrance	48 sq. ft.	6'

(b) Residential: **R-3, R-4,** R-5, R-6,

Type	***Maximum Number***	***Maximum Area***	***Maximum Height***
Monument sign	1 per development entrance	48 sq. ft.	6'
Freestanding sign	Prohibited	—	—
Building address sign plates	1 per entrance to building	2 sq. ft.	—
Signs for subdivision	**[Prohibited] 1 per multifamily development or subdivision entrance**	[—] **48 sq. ft.**	[—] **6'**
Notes: Development identification wall signs on primary and secondary Façades for multifamily housing developments may be permitted at the discretion of The Administrative Official.			

SECTION 5.

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

SECTION 6.

This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____

President of City Council

ATTEST

_____

City Clerk

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO

Submitted January 19, 2022
Published January 24, 2022

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the 9th day of Febuary, 2022 in the **City Council Chambers**, 1 City Hall Place. To join via Zoom, dial 1-346-248-7799 Meeting ID: 927 1786 7722 Passcode: 195462 Please see the agenda for the zoom link.

The Planning and Zoning Commission of Pueblo will hold a hearing for the following:

TA-21-01: An Ordinance amending sections 17-2-2, 17-4-51,17-4-14, and 17-10-05 of Title XVII of the Pueblo Municipal Code relating to multifamily development design standards.

The proposed text amendment modifies the existing Zoning Code to provide development standards for multifamily residential development.

A draft of the proposed text amendments 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 office and will 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 Text Amendment will be considered by the City Council at a public hearing. Notice of the public hearing before the City Council will be published in the Pueblo Chieftain at least ten (10) days prior to the hearing. Any interested person may appear and be heard at such public hearing and may call the Department of Planning and Community Development for the time and date of such public hearing.

_____

Scott Hobson
Administrative Official
(719) 553-2259

City Clerk's Office Item # Q-1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 28, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andrew E. Hayes, P.E., Director of Public Works

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,469,097.20 TO MARTIN MARIETTA MATERIALS, INC., AND SETTING FORTH $220,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-002 ASPHALT PAVING – PHASE 1 FOR GRAND AVENUE, HUDSON AVENUE, WEST 15TH STREET AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Martin Marietta Materials, Inc., for Project No. 22-002 Asphalt Paving – Phase 1 for Grand Avenue, Hudson Avenue and West 15th Street.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project consists of milling and asphalt overlaying of Grand Avenue, between Union Avenue and 24th Street, Hudson Avenue, between East 4th Street and US Highway 50 East and West 15th Street, between Court Street and North Santa Fe Avenue.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $1,689,097.20 will be paid from account HUAN01 Street Resurfacing.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Bid Summary Sheet

RESOLUTION NO. 14820

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,469,097.20 TO MARTIN MARIETTA MATERIALS, INC., AND SETTING FORTH $220,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-002 ASPHALT PAVING – PHASE 1 FOR GRAND AVENUE, HUDSON AVENUE, WEST 15TH STREET AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 22-002 Asphalt Paving - Phase 1 have been received and examined; and

WHEREAS, the proposal of Martin Marietta Materials, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 22-002 to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-002 Asphalt Paving – Phase 1 to be performed, and the contract for said project is hereby awarded to Martin Marietta Materials, Inc., in the amount of $1,469,097.20.

SECTION 2.

Funds for Project 22-002 shall be from Project No. HUAN01 Street Resurfacing.

SECTION 3.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, A Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the same.

SECTION 4.

In addition to the amount of the bid set forth, as aforementioned, an additional amount as stipulated in this section is hereby established for contingencies and additional work.

Contingencies and Additional Work……$220,000.00

SECTION 5.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED February 28, 2022

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Bid: 22-002 2022 Asphalt Paving - Phase 1						Martin Marietta Materials, Inc.	Tony J. Beltramo & Sons, Inc.	RME Ltd., LLC dba Elite Surface Infrastructure	Kiewit Infrastructure Co.
Opening Date: January 26, 2022 Time: 10:30:00 AM									
Item		Description	Estimated Quantity						
Grand Avenue	1	Asphalt Cold Mill Planing - +/- 2-inches	49,385	SY	*Unit Price*	*3.30*	*1.75*	*2.50*	*3.00*
					Amount	162,970.50	86,423.75	123,462.50	148,155.00
	2	Install HMA PG SX 64-28 Asphalt Overlay	5,700	Tons	*Unit Price*	*87.00*	*87.55*	*114.00*	*110.00*
					Amount	495,900.00	499,035.00	649,800.00	627,000.00
	3	Adjust Sanitary Manholes to Finished Grade	14	EA	*Unit Price*	*646.00*	*830.00*	*105.00*	*350.00*
					Amount	9,044.00	11,620.00	1,470.00	4,900.00
	4	Adjust Water Valves to Finished Grade	73	EA	*Unit Price*	*180.00*	*470.00*	*40.00*	*200.00*
					Amount	13,140.00	34,310.00	2,920.00	14,600.00
	5	Adjust Storm Water Catch Basins to Finished Grade	29	EA	*Unit Price*	*625.00*	*830.00*	*105.00*	*850.00*
					Amount	18,125.00	24,070.00	3,045.00	24,650.00
	6	Remove Existing Survey Boxes in Concrete	20	EA	*Unit Price*	*799.60*	*370.00*	*300.00*	*350.00*
					Amount	15,992.00	7,400.00	6,000.00	7,000.00
	7	Adjust Survey Boxes to Finished Grade	22	EA	*Unit Price*	*532.00*	*470.00*	*300.00*	*250.00*
					Amount	11,704.00	10,340.00	6,600.00	5,500.00
	8	Vehicle Towing Allowance	10	EA	*Unit Price*	*82.50*	*100.00*	*75.00*	*230.00*
					Amount	825.00	1,000.00	750.00	2,300.00
	9	Install Pavement Markings Per City Plan (Epoxy Pavement Markings – Yellow)	3,060	SF	*Unit Price*	*2.00*	*1.65*	*2.00*	*2.10*
					Amount	6,120.00	5,049.00	6,120.00	6,426.00
	10	Install Pavement Markings Per City Plan (Epoxy Pavement Markings - White)	13,650	SF	*Unit Price*	*1.85*	*1.65*	*2.00*	*1.80*
					Amount	25,252.50	22,522.50	27,300.00	24,570.00
	11	Install Thermoplastic Markings Per City Plan (Arrows)	7	EA	*Unit Price*	*465.00*	*425.00*	*519.00*	*250.00*
					Amount	3,255.00	2,975.00	3,633.00	1,750.00
	12	Install Thermoplastic Markings Per City Plan (Share-arrow)	4	EA	*Unit Price*	*520.00*	*465.00*	*568.00*	*310.00*
					Amount	2,080.00	1,860.00	2,272.00	1,240.00
	13	Install Thermoplastic Markings Per City Plan (X-Walk)	4,950	SF	*Unit Price*	*12.00*	*11.00*	*13.00*	*13.50*
					Amount	59,400.00	54,450.00	64,350.00	66,825.00
	14	Install Thermoplastic Markings Per City Plan (Stop Bars)	467	SF	*Unit Price*	*13.00*	*11.00*	*13.00*	*14.50*
					Amount	6,071.00	5,137.00	6,071.00	6,771.50
	15	Traffic Control	1	LS	*Unit Price*	*71,450.00*	*50,000.00*	*86,000.00*	*60,000.00*
					Amount	71,450.00	50,000.00	86,000.00	60,000.00
	16	Erosion Control & Sediment	1	LS	*Unit Price*	*2,350.00*	*1,500.00*	*3,000.00*	*10,000.00*
					Amount	2,350.00	1,500.00	3,000.00	10,000.00
	17	Mobilization	1	LS	*Unit Price*	*11,225.00*	*88,033.00*	*67,000.00*	*56,000.00*
					Amount	11,225.00	88,033.00	67,000.00	56,000.00
	18	Asphalt Cold Mill Planing – +/- 2-inches	28,880	SY	*Unit Price*	*3.35*	*1.75*	*2.15*	*3.00*
					Amount	96,748.00	50,540.00	62,092.00	86,640.00
	19	Install HMA PG SX 64-28 Asphalt Overlay	3,300	Tons	*Unit Price*	*87.00*	*87.55*	*114.00*	*110.00*
					Amount	287,100.00	288,915.00	376,200.00	363,000.00
	20	Adjust Sanitary Manholes to Finished Grade	20	EA	*Unit Price*	*646.00*	*830.00*	*105.00*	*350.00*
					Amount	12,920.00	16,600.00	2,100.00	7,000.00
	21	Adjust Water Valves to Finished Grade	45	EA	*Unit Price*	*180.00*	*470.00*	*40.00*	*200.00*
					Amount	8,100.00	21,150.00	1,800.00	9,000.00

All prices as submitted--Evaluation Committee will determine if bidder has met bid requirements.

Bid: 22-002 2022 Asphalt Paving - Phase 1						Martin Marietta Materials, Inc.	Tony J. Beltramo & Sons, Inc.	RME Ltd., LLC dba Elite Surface Infrastructure	Kiewit Infrastructure Co.
Opening Date: January 26, 2022 Time: 10:30:00 AM									
Item		Description	Estimated Quantity						
HUDSON AVENUE	22	Adjust Storm Water Catch Basins to Finished Grade	10	EA	*Unit Price*	*625.00*	*830.00*	*105.00*	*850.00*
					Amount	6,250.00	8,300.00	1,050.00	8,500.00
	23	Adjust Survey Boxes to Finished Grade	14	EA	*Unit Price*	*532.00*	*470.00*	*600.00*	*350.00*
					Amount	7,448.00	6,580.00	8,400.00	4,900.00
	24	Vehicle Towing Allowance	10	EA	*Unit Price*	*82.50*	*100.00*	*75.00*	*230.00*
					Amount	825.00	1,000.00	750.00	2,300.00
	25	Install Pavement Markings Per City Plan (Epoxy Pavement Markings – Yellow)	3,082	SF	*Unit Price*	*2.00*	*1.65*	*2.00*	*2.10*
					Amount	6,164.00	5,085.30	6,164.00	6,472.20
	26	Install Pavement Markings Per City Plan (Epoxy Pavement Markings - White)	3,505	SF	*Unit Price*	*1.85*	*1.65*	*2.00*	*2.50*
					Amount	6,484.25	5,783.25	7,010.00	8,762.50
	27	Install Thermoplastic Markings Per City Plan (Arrows)	6	EA	*Unit Price*	*465.00*	*425.00*	*519.00*	*250.00*
					Amount	2,790.00	2,550.00	3,114.00	1,500.00
	28	Install Thermoplastic Markings Per City Plan (X-Walk)	1,080	SF	*Unit Price*	*12.00*	*11.00*	*13.00*	*13.50*
					Amount	12,960.00	11,880.00	14,040.00	14,580.00
	29	Install Thermoplastic Markings Per City Plan (Stop Bars)	212	SF	*Unit Price*	*13.00*	*11.00*	*13.00*	*15.00*
					Amount	2,756.00	2,332.00	2,756.00	3,180.00
	30	Traffic Control	1	LS	*Unit Price*	*32,000.00*	*50,000.00*	*30,000.00*	*35,000.00*
					Amount	32,000.00	50,000.00	30,000.00	35,000.00
	31	Erosion Control & Sediment	1	LS	*Unit Price*	*2,225.00*	*1,500.00*	*3,000.00*	*750.00*
					Amount	2,225.00	1,500.00	3,000.00	750.00
	32	Mobilization	1	LS	*Unit Price*	*4,800.00*	*88,000.00*	*41,000.00*	*30,000.00*
					Amount	4,800.00	88,000.00	41,000.00	30,000.00
W. 15TH STREET	33	Asphalt Cold Mill Planing – +/- 2-inches	3,177	SY	*Unit Price*	*3.35*	*1.75*	*3.25*	*3.00*
					Amount	10,642.95	5,559.75	10,325.25	9,531.00
	34	Install HMA PG SX 64-28 Asphalt Overlay	365	Tons	*Unit Price*	*87.00*	*87.55*	*124.00*	*110.00*
					Amount	31,755.00	31,955.75	45,260.00	40,150.00
	35	Adjust Sanitary Manholes to Finished Grade	20	EA	*Unit Price*	*11.00*	*100.00*	*105.00*	*350.00*
					Amount	220.00	2,000.00	2,100.00	7,000.00
	36	Adjust Water Valves to Finished Grade	45	EA	*Unit Price*	*11.00*	*50.00*	*40.00*	*200.00*
					Amount	495.00	2,250.00	1,800.00	9,000.00
	37	Adjust Storm Water Catch Basins to Finished Grade	10	EA	*Unit Price*	*11.00*	*100.00*	*105.00*	*850.00*
					Amount	110.00	1,000.00	1,050.00	8,500.00
	38	Adjust Survey Boxes to Finished Grade	14	EA	*Unit Price*	*11.00*	*50.00*	*600.00*	*350.00*
					Amount	154.00	700.00	8,400.00	4,900.00
	39	Vehicle Towing Allowance	10	EA	*Unit Price*	*85.00*	*50.00*	*75.00*	*230.00*
					Amount	850.00	500.00	750.00	2,300.00
	40	Install Pavement Markings Per City Plan (Epoxy Pavement Markings – Yellow)	53	SF	*Unit Price*	*2.00*	*1.65*	*2.00*	*2.10*
					Amount	106.00	87.45	106.00	111.30
	41	Install Thermoplastic Markings Per City Plan (X-Walk)	120	SF	*Unit Price*	*12.00*	*11.00*	*13.00*	*18.00*
					Amount	1,440.00	1,320.00	1,560.00	2,160.00
	42	Traffic Control	1	LS	*Unit Price*	*4,600.00*	*6,000.00*	*8,250.00*	*15,000.00*
					Amount	4,600.00	6,000.00	8,250.00	15,000.00

All prices as submitted--Evaluation Committee will determine if bidder has met bid requirements.

Bid: 22-002 2022 Asphalt Paving - Phase 1 Opening Date: January 26, 2022 Time: 10:30:00 AM						Martin Marietta Materials, Inc.	Tony J. Beltramo & Sons, Inc.	RME Ltd., LLC dba Elite Surface Infrastructure	Kiewit Infrastructure Co.
Item		Description	Estimated Quantity						
	43	Erosion Control & Sediment	1	LS	*Unit Price*	*750.00*	*500.00*	*1,200.00*	*200.00*
					Amount	750.00	500.00	1,200.00	200.00
	44	Mobilization	1	LS	*Unit Price*	*5,750.00*	*11,873.00*	*18,000.00*	*5,000.00*
					Amount	5,750.00	11,873.00	18,000.00	5,000.00
					Total Base Bid	**$1,461,347.20**	**$1,529,686.75**	**$1,718,070.75**	**$1,753,124.50**
					Bid Alternate No. 1				
	45	Equipment and Operator to push/pile material at Monument Compound	10	Day	*Unit Price*	*775.00*	*770.00*	*1,125.00*	*1,000.00*
					Amount	7,750.00	7,700.00	11,250.00	10,000.00
					Total Bid Alternate No. 1	**$7,750.00**	**$7,700.00**	**$11,250.00**	**$10,000.00**
					Bid Alternate No. 2				
	46	Class 6 base materials (Place and compact)	1	Ton	*Unit Price*	*307.00*	*78.00*	*45.00*	*80.00*
					Amount	307.00	78.00	45.00	80.00
	47	Asphalt Patching (3-inches on 8-inches ABC)	500	SF	*Unit Price*	*15.75*	*11.70*	*15.00*	*7.00*
					Amount	7,875.00	5,850.00	7,500.00	3,500.00
	48	Asphalt Patching (3-inches)	250	SF	*Unit Price*	*6.85*	*7.20*	*4.50*	*5.50*
					Amount	1,712.50	1,800.00	1,125.00	1,375.00
					Total Bid Alternate No. 2	**$9,894.50**	**$7,728.00**	**$8,670.00**	**$4,955.00**

All prices as submitted--Evaluation Committee will determine if bidder has met bid requirements.

Background Paper for Proposed
RESOLUTION

COUNCIL MEETING DATE: February 28, 2022

TO: Members of City Council

CC: Nick Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: City Council President Heather Graham

SUBJECT: A RESOLUTION AUTHORIZING A TRANSFER OF FUNDS IN THE AMOUNT OF ONE THOUSAND SIX HUNDRED DOLLARS ($1,600) FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PARKS & RECREATION DEPARTMENT FOR SPONSORSHIP OF A MEMORIAL BENCH IN MEMORY OF RENEE FRANCISCA DOMINGUEZ

SUMMARY:

This request will sponsor the purchase of a memorial bench for Renee F. Dominguez.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council President Heather Graham is requesting that $1,600 be transferred from Council's Contingency Account for the sponsorship of a memorial bench in memory of Renee Francisca Dominguez to be placed in City Park. Ms. Dominguez lost her life in a domestic violence incident on January 14, 2022.

The policy for memorial opportunities on City property was adopted by City Council on January 13, 2014, per Ordinance 8694, which specifically identifies a memorial park bench program for park properties. The style of bench is pre-determined to be consistent with park amenities and will include a plaque to be placed on the bench. The Parks & Recreation Department is responsible for preparation and installation of the memorial bench.

FINANCIAL IMPLICATIONS:

Funds in the amount of $1,600 would be transferred from the Council Contingencies Account in the 2022 General Fund Budget to the Parks & Recreation Department.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to approve this expenditure.

RECOMMENDATION:

This Resolution is at the request of City Council President Heather Graham.

Attachments:
Council Contingencies Spreadsheet

RESOLUTION NO. 14821

A RESOLUTION AUTHORIZING A TRANSFER OF FUNDS IN THE AMOUNT OF ONE THOUSAND SIX HUNDRED DOLLARS ($1,600) FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PARKS & RECREATION DEPARTMENT FOR SPONSORSHIP OF A MEMORIAL BENCH IN MEMORY OF RENEE FRANCISCA DOMINGUEZ

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

SECTION 1.

Funds in the amount of $1,600 from the Council Contingencies Account in the 2022 General Fund Budget are hereby authorized to be transferred to the Parks & Recreation Department for the sponsorship of a memorial bench in memory of domestic violence victim Renee Francisca Dominguez.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED February 28, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

DATE	BALANCE IN 2022 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/24/22	Pueblo United Way Mentoring Collaborative Community Event		$ 500.00		$ 99,500.00
1/24/22	PAACO Annual Stars and Lights Dinner & Dance		$ 750.00		$ 98,750.00
2/14/22	Boys and Girls Club Champions of Youth Dinner		$ 1,350.00		$ 97,400.00
2/14/22	Latino Chamber Annual Dinner		$ 950.00		$ 96,450.00
2/28/22	Memorial Bench for Renee F. Dominguez		$ 1,600.00		$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00
					$ 94,850.00

Background Paper for Proposed
RESOLUTION

COUNCIL MEETING DATE: February 28, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: City Council Member Lori Winner

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO CONSERVANCY DISTRICT, A COLORADO NONPROFIT CORPORATION, IN THE AMOUNT OF $500 TO SPONSOR THE SUMMER SOLSTICE ON THE ARKANSAS RIVER CELEBRATION

SUMMARY:

Attached for consideration is a request for sponsorship for the Summer Solstice on the Arkansas River Celebration.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Lori Winner is requesting $500 from the City Council Contingencies account to support the Pueblo Frends of the Arkansas River's event called Summer Solstice on the Arkansas River on Saturday, June 18, 2022.

This event will have a variety of organizations under tents promoting recreation on the trail and in the water, ways to stay safe on the trail and in the water, education about the importance of water and nature. Booths will be selling art and crafts and food trucks, music and late afternoon beer and wine. The event is free to the public.

FINANCIAL IMPLICATIONS:

Funds in the amount of $500 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to the Pueblo Conservancy District.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this request.

RECOMMENDATION:

This Resolution is at the request of City Council Member Lori Winner.

Attachments:
Resolution
Sponsorship Request
Contingencies spreadsheet

RESOLUTION NO. 14822

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO CONSERVANCY DISTRICT, A COLORADO NONPROFIT CORPORATION, IN THE AMOUNT OF $500 TO SPONSOR THE SUMMER SOLSTICE ON THE ARKANSAS RIVER CELEBRATION

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

SECTION 1.

Payment in the amount of $500 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to the Pueblo Conservancy District for sponsorship of the Summer Solstice on the Arkansas River.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED February 28, 2022

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

DATE	BALANCE IN 2022 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/24/22	Pueblo United Way Mentoring Collaborative Community Event		$ 500.00		$ 99,500.00
1/24/22	PAACO Annual Stars and Lights Dinner & Dance		$ 750.00		$ 98,750.00
2/14/22	Boys and Girls Club Champions of Youth Dinner		$ 1,350.00		$ 97,400.00
2/14/22	Latino Chamber Annual Dinner		$ 950.00		$ 96,450.00
2/28/22	Memorial Bench for Renee F. Dominguez		$ 1,600.00		$ 94,850.00
2/28/22	Summer Solstice Arkansas River Event		$ 500.00		$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00
					$ 94,350.00

Pueblo Friends of the Arkansas River
P.O. Box 234
Pueblo, CO 81002
719-252-5389- cell (Corinne)

Celebrate Summer Solstice on the Arkansas River!

When: Saturday, June 18th

Where: By Pillar Park, the Levee Trail, and the new pedestrian bridge

Time: 10am to sundown- summer solstice

Why: To promote river and trail safety, recreation opportunities, nature, and the arts

The plan: Have a variety of organizations under tents promoting recreation on the trail and in the water, ways to stay safe on the trail and in the water, education about the importance of water and nature. Booths selling art and crafts and much more! Will have food trucks, music and late afternoon beer and wine.

Cost: Free admission!

BUT we have costs to cover, so would your business/organization consider being a sponsor?

The three levels are $500, $250, and $100.

Benefits to you:

$500 level includes hanging your large banner on the levee trail fence, a prime space for a double tent to promote your business or sell a product, your name on posters, brochures, and the Friends Facebook page. Plus some free beer tickets!

$250 level includes hanging your banner on the levee trail fence, space for your tent, name on posters, brochures, and Facebook.

$100 level includes a space for your tent, name promoted on Facebook.

Benefits to the community:

-Opportunity to learn about safety on the river and trail

-Enjoy the new trail and bridge

-Listen to a variety of Pueblo's musical talent in the open air

-Watch kayakers, boarders, and others in the water

-Pick up a few tips on fly fishing, biking, hiking, and walking

-Buy a piece of art

-Learn about wildlife in and along the river

YES! Sign me up as a sponsor for the Summer Solstice 2022

$500 level _____ $250 level _____ $100 level_____

Business/organization name_____

Contact person:_____

Email:_____ Phone #:_____

Address:_____

_____

Send check to:

Pueblo Conservancy District -in the memo line -Pueblo Friends of the Arkansas River

P.O. Box 234 Pueblo, CO 81002

Tax ID # is 84-6002506 tax exempt

To be included in the marketing and promotional material the deadline is May 1, 2022

City Clerk's Office Item # Q-4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 28, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: A RESOLUTION IN SUPPORT OF THE PRONGHORN 150 MW SOLAR PV PARK

SUMMARY:

Attached is a Resolution supporting development of the Pronghorn 150 MW Solar PV Park.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

Pronghorn Solar Park is expected to result in substantial economic development and tax revenue benefits for the Pueblo area, including:

- An investment in excess of $165 million;
- Nearly 400 construction jobs for Colorado, with many sourced from qualified Pueblo County resources;
- 5 or more new local long-term jobs for Pueblo County;
- Over $18 million in new local earnings during construction for Pueblo County;
- Over $446,000 in new local long-term earnings for Pueblo County annually;
- Over $7 million in total school district revenue over the life of the Project; and
- Over $18 million in property taxes in total for all taxing districts over the life of the Project;

FINANCIAL IMPLICATIONS:

There are no financial implications for the City in passing this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could choose not to publicly support development of the Pronghorn 150 MW Solar PV Park.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Proposed Resolution

RESOLUTION NO. _____

A RESOLUTION IN SUPPORT OF THE PRONGHORN 150 MW SOLAR PV PARK

WHEREAS, renewable energy resources have been shown by a wide range of studies to be the most cost-effective future sources of power generation; and

WHEREAS, the Pueblo City Council passed a resolution in 2017 that commits the City to becoming 100 percent powered by renewable energy sources by 2035; and

WHEREAS, the Pueblo area has some of the best solar radiation in the nation, equivalent to more than 2,000 yearly peak sun-hours; and

WHEREAS, Photovoltaic ("PV") solar farms offer the opportunity to diversify energy resources, stimulate new economic activity in the City, and help the State of Colorado meet its renewable energy goals; and

WHEREAS, Pronghorn Solar Park is a 150-megawatt ("MW") alternative current utility-scale solar powered-electric generation facility that will utilize PV panels. The project is sited on over 800 acres of rangeland, to the northeast of Comanche Generation Station and Comanche Solar PV. If approved, the project is anticipated to be placed in service by the end of 2023; and

WHEREAS, Pronghorn Solar Park, LLC is a wholly owned subsidiary of Leeward Renewable Energy, LLC ("Leeward"), a leading renewable energy producer. Leeward currently owns and operates 22 renewable energy facilities across nine states, totaling more than 2,000 MW of installed capacity. If approved, the Pronghorn Project will be its third renewable energy project in Colorado, in addition to its Cedar Creek and Mountain Breeze wind farms located in Weld County; and

WHEREAS, Solar PV installations create job opportunities in the Pueblo area during both the initial construction phase and the long-term operational phase. In addition to the workers directly involved in the construction and maintenance of a solar energy project, numerous other jobs are supported through indirect supply chain purchases and the higher spending that is induced by these workers; and

WHEREAS, Solar PV projects strengthen the local tax base and help improve city and county services, and local infrastructure, such as public roads, while having limited additional strain on local services, such as schools and emergency management services; and

WHEREAS, Pronghorn Solar Park is expected to result in substantial economic development and tax revenue benefits for the Pueblo area, including:

- An investment in excess of $165 million;

- Nearly 400 construction jobs for Colorado, with many sourced from qualified Pueblo County resources;
- 5 or more new local long-term jobs for Pueblo County;
- Over $18 million in new local earnings during construction for Pueblo County;
- Over $446,000 in new local long-term earnings for Pueblo County annually;
- Over $7 million in total school district revenue over the life of the Project; and
- Over $18 million in property taxes in total for all taxing districts over the life of the Project; NOW, THEREFORE,

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

SECTION 1.

The City Council of the City of Pueblo supports the Pronghorn Solar Park and recommends that all regulatory authorities having jurisdiction over the project approve and grant the necessary permits for development of the project.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED February 28, 2022

BY:_____
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 14, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

FROM: Nicholas A. Gradisar, Mayor

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE STATE OF COLORADO DEPARTMENT OF LAW, ON BEHALF OF THE OFFICE OF COMMUNITY ENGAGEMENT, FOR A GRANT AWARD IN THE AMOUNT OF $250,000 TO THE PUEBLO FOOD PROJECT, CREATING PROJECT NO. CI2207, AND BUDGETING AND APPROPRIATING $250,000 TO PROJECT NO. CI2207

SUMMARY:

Attached is an Ordinance approving and authorizing the City to accept a grant agreement in the amount of $250,000.00 from the State of Colorado Department of Law, on behalf of the Office of Community Engagement, for the hiring of a program manager, development of a Healthy Community Meal Prep Program, support for the ongoing efforts of the Pueblo Fooducates, and to develop a community chicken coop. This Ordinance budgets and appropriates the grant funds into Project No. CI2207.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The Pueblo Food Project had been awarded $250,000.00 for the hiring of a program manager, development of a Healthy Community Meal Prep Program, support for the ongoing efforts of the Pueblo Fooducates, and to develop a community chicken coop. This Ordinance budgets and appropriates the grant funds into Project No. CI2207. This Ordinance approves the Grant Agreement therefore.

FINANCIAL IMPLICATIONS:

There are no matching funds required for this grant. The City of Pueblo will receive $30,897.33 upon passage of the Ordinance for year 1 of the grant cycle. The total grant budget over 5 years for Project No. CI2116CI2207 will be $250,000.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the Pueblo Food Project will not receive the grant funds.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Grant Award Letter and Terms and Conditions

ORDINANCE NO. 10116

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE STATE OF COLORADO DEPARTMENT OF LAW, ON BEHALF OF THE OFFICE OF COMMUNITY ENGAGEMENT, FOR A GRANT AWARD IN THE AMOUNT OF $250,000 TO THE PUEBLO FOOD PROJECT, CREATING PROJECT NO. CI2207, AND BUDGETING AND APPROPRIATING $250,000 TO PROJECT NO. CI2207

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

SECTION 1.

The Grant Award Letter and its Terms and Conditions ("Agreement") between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Department of Law, on behalf of the Office of Community Engagement, supporting efforts of the Pueblo Food Project and granting a total of $250,000.00, 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 hereby authorized to execute the Agreement on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo, and the City Clerk shall affix the Seal of the City thereto and attest same, as appropriate.

SECTION 3.

Project No. CI2207 for support of the Pueblo Food Project is hereby created.

SECTION 4.

Funds in the amount of $250,000.00, and any other funds received pursuant to the Agreement or an amendment to the Agreement, shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. CI2207.

SECTION 5.

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

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 February 14, 2022.

Final adoption of Ordinance by City Council on February 28, 2022.

President of City Council

Action by the Mayor:

☒ Approved on March 2, 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

GRANT AWARD LETTER

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency The Colorado Department of Law, on behalf of the Office of Community Engagement	**Agreement Number**
Grantee City of Pueblo	**Grant Amount** State Fiscal Year 2021-2022: $30,897.33 State Fiscal Year 2022-2023: $86,438.34 State Fiscal Year 2023-2024: $43,542.00 **Extension Term** State Fiscal Year 2023-2024: $43,541.99 State Fiscal Year 2024-2025: $45,580.34 **Maximum Total for all State Fiscal Years: $250,000.00**
Grant Issuance Date The later of February 1, 2022 or the date the State Controller or an authorized delegate signs this Grant Letter	
Grant Expiration Date December 31, 2023	
	Grant Authority §24-31-108(4)(a), C.R.S.

Grant Purpose

Pueblo Food Project ("PFP"), a project of the City of Pueblo, is a community-led coalition which aims to develop a vibrant, nutritious, and equitable local food system in the City and County of Pueblo. This grant will support PFP programming by increasing capacity to implement existing and new programs for youth and families' wellbeing and engagement in the local food economy.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget.
3. Exhibit C, Sample Option Letter

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. The provisions of the other sections of the main body of this Grant.
2. Exhibit A, Statement of Work.
3. Exhibit B, Budget.
4. Exhibit C, Sample Option Letter

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

GRANTEE **City of Pueblo** _____ By: Nicholas A. Gradisar, Mayor Date: _____	**STATE OF COLORADO** Jared S. Polis, Governor **Department of Law** Philip J. Weiser, Attorney General _____ By: Eric Meyer, Chief Operations Officer Date: _____

In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD
Department of Law
Philip J. Weiser, Attorney General

_____
By: Melissa Moynham, Department of Law, State Controller Delegate

Date: _____

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee Agency, Grantor Agency may, in its sole discretion, extend the term of this Grant or increase or decrease the Grant Amount under this Grant through an Option Letter, Exhibit C, providing the new Expiration Date and/or Grant Amount. Items in Exhibit A, Statement of Work and Exhibit B, Budget that exceed the initial two-year term shall be considered part of the optional extension period.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in Exhibit B.

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

C. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.

D. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

E. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

F. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

G. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

H. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

I. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

J. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

K. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

L. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

M. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

N. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

O. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

P. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

Q. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

R. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

S. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

T. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

U. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

V. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee

(i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and

exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include,

but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq*. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter

established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq*., C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at https://www.w3.org/TR/WCAG21/.

EXHIBIT A, STATEMENT OF WORK

I. DEFINITIONS

In addition to the terms defined in the Agreement, the following terms shall be construed and interpreted as follows:

A. "Full-time" means 1.0 FTE, or 40 (forty) hours per week.
B. "Young Person/Youth" means individuals aged 22 and younger.

II. BACKGROUND

Pueblo Food Project ("PFP"), a project of the City of Pueblo, is a community-led coalition which aims to develop a vibrant, nutritious, and equitable local food system in the City and County of Pueblo. This grant will support PFP programming by increasing capacity to implement existing and new programs for youth and families' wellbeing and engagement in the local food economy.

III. STATEMENT OF WORK

A. Program Manager. The City of Pueblo shall hire a Full-time staff member to support day to day activities and administration for PFP during the entire Agreement Term. The Program Manager shall be responsible for all aspects of program management for PFP, which shall include but is not limited to: supporting the PFP community coalition, stakeholder input, program planning and delivery, community engagement, and improving organizational processes.

Deliverable: Hire and complete Program Manager onboarding.
Due: May 1, 2022.

Deliverable: Submit hired Program Manager resume to the State.
Due: May 1, 2022.

Deliverable: Communicate any changes to Program Manager staffing during the Agreement Term to the State, in writing.
Due: Within thirty (30) days of change.

B. Healthy Community Meal Prep Program. PFP shall pilot a healthy community meal preparation ("meal prep") program for Pueblo families, during which families will gather as a group to learn the recipe, taste the recipe, and then prepare portions they can take home and use during the work week or other times preparing fresh food is not an option. The goal of the pilot program is to build community, increase cooking skills, advance nutrition awareness, provide a support system for families aiming to improve their diet, and increase the amount of fresh produce consumed.

1. Program performance measures:

a. # of total families participating in monthly session
b. # of fresh produce prepared and consumed
c. # of families who participate in more than 1 class
d. # of families who participate in all classes
e. # of families who complete monthly challenge for healthy habit
f. # of social media posts with families enjoying their prepped meals
g. # of community leaders (chefs, farmers, makers) who collaborate on classes

Deliverable: Once per year, develop a nine (9) month community meal prep curriculum.
Due: March 31, 2022; March 31, 2023; and March 31, 2024.

Deliverable: Host community meal prep sessions each in calendar years 2022, 2023, and 2024, totaling twenty-five (25) sessions throughout the Agreement Term. PFP shall aim to space these out to hold once per month.
Due: One (1) sessions completed for FY22 by June 30, 2022; Ten (10) sessions completed for FY23 by June 30, 2023; nine (9) sessions completed for FY24 by June 30, 2024; and five (5) sessions completed for FY25 by December 30, 2024.

Deliverable: Produce and distribute recipe book to community meal prep participants for the preceding calendar year.
Due: December 31, 2022; December 31, 2023; and December 31, 2024.

Deliverable: Hold community feedback sessions twice each calendar year during implementation of the meal prep program.
Due: December 31, 2022; December 31, 2023; and December 31, 2024.

Deliverable: Compile and submit program report to the State incorporating community feedback sessions and program performance measures.
Due: December 31, 2022; December 31, 2023; and December 31, 2024.

C. Pueblo Fooducates Program. PFP shall implement a youth engagement and leadership development program called Pueblo Fooducates. This youth led programwill focus on creating collaborative solutions for improving food systems, with youth participants hosting community sessions and activities, and participating in regional, state, national, and international conversations about community food systems. The Fooducates will host a youth leadership retreat for student leaders to discuss health and nutrition and develop collaborative projects.

1. Program performance measures:
   a. # of young leaders participating in Fooducates
   b. # of families impacted by Fooducates events
   c. Amount of local food delivered into the community (by value and volume)
   d. # of communities represented at the Young Person Food System Leader Retreat
   e. # of collaborative projects started as result of the Young Person Leader Retreat
   f. Improvement of leadership skills resulting from participation in the Fooducates Program as reported in surveys
   g. # of events where Pueblo Fooducates are represented

Deliverable: Host four (4) community learning events each calendar year of 2022, 2023, and 2024.
Due: December 31, 2022; December 31, 2023; and December 31, 2024.

Deliverable: Host the Young Person Food System Leader Retreat in Pueblo October-December, once per calendar year.
Due: December 31, 2022; December 31, 2023; and December 31, 2024.

Deliverable: Fooducates present work to Pueblo City Council in a Work session in April through May each year during the Agreement Term.
Due: June 30, 2022; June 30, 2023; and June 30, 2024.

Deliverable: Submit Fooducates Year in Review annual report, to include reporting on program performance measures.
Due: December 31, 2022; December 31, 2023; and December 31, 2024.

D. Chicken Coop Project. PFP shall determine feasibility for a youth led chicken coop to engage the community in an education and learning opportunity and small community business and, if determined feasible as indicated by achievement of program milestones, implement the project during the Agreement Term with a goal of sustaining the project beyond the Agreement Term.

1. Program milestones:
    a. Written confirmation from community partners to support a youth led chicken coop
    b. Written confirmation from the City Zoning Department approving such an operation
    c. Approval of an implementation plan by the PFP Food and Farm Literacy and Education Working Group
    d. Egg production curriculum complete and signed off by CSU-P Extension

Deliverable: Submit a project feasibility report to the State, including confirmation that all program milestones have been met, and if not, the impact on feasibility and continuing needs.
Due: September 30, 2022.

Deliverable: Submit recommendations to PFP Food and Farm Literacy and Education Working Group.
Due: September 30, 2022.

Deliverable: Submit implementation plan to the State if chicken coop project is deemed feasible.
Due: March 31, 2023.

Deliverable: Submit alternative plan to the State if chicken coop project is not deemed feasible. This shall include meeting with the State to discuss possible alternatives prior to submission of the alternative plan.
Due: March 31, 2023.

Deliverable: Submit project operating and sales report for the preceding calendar year.
Due: December 31, 2023 and December 31, 2024.

Deliverable: Submit project sustainability plan to the State for continuation of the project beyond the Agreement Term.
Due: March 31, 2024.

E. Program Evaluation. Grantee shall engage a Subcontractor as an evaluation specialist with expertise in program evaluation to review the grant funded programs and determine a plan for continuation and sustainability beyond the Agreement Term.

Deliverable: Submit program evaluation report and sustainability plan to the State.
Due: December 31, 2024.

IV. REPORTING REQUIREMENTS

A. Progress Reports.
Grantee shall submit written Progress Reports to the State with respect to calendar quarters ending September 30 (Q1), December 31 (Q2), March 31 (Q3), and June 30 (Q4) during the Agreement Term, which shall include, but is not limited to:

1. Progress made on grant objectives and deliverables set forth under §III of this Statement of Work and any resulting impact or outcome;

2. Any delays, changes, or relevant new information related to the Services;

3. Any required written reports or other deliverable products due within the reported period; and

4. Other information, as directed by the State.

Deliverable: Written Progress Reports.

Due: Within fifteen (15) days of the end of the reported quarter.

B. Availability.
Grantee shall be available for meetings with the State regarding this grant, upon request by the State.

VI. INVOICING, PAYMENT AND ACCOUNTING

A. Invoicing and Payment Procedures.

Grantee shall submit an invoice to the State for expenditures incurred and paid during the invoiced period in an amount not to exceed the maximum amount payable set forth in each budget line in Exhibit B – Budget.

Invoices shall be submitted within fifteen (15) calendar days of the end of the month covered by the invoice. Invoices submitted for Services performed in June shall be submitted within five (5) calendar days of the end of the month, with supporting documentation due within fifteen (15) calendar days of the end of the month.

Allowable expenditures are set forth in Exhibit B – Budget and must follow State Fiscal Rules.

Grantee shall submit invoices to:

Grants Manager
Office of Community Engagement
OCE.GrantMgmt@coag.gov

The invoice shall contain all of the following for each completed deliverable:

1. Invoice Number;

2. Invoice Date;

3. The total amount payable to Grantee per budget line set forth in Exhibit B - Budget;

4. Supporting documentation equal to 100% of the total net amount owed to Grantee;

5. Other pertinent information necessary to support the invoice, its attachments, summaries, or details; and

5. Other information, as directed by the State.

B. Accounting.

At all times from the Agreement Effective Date until completion of the Work, Grantee shall maintain properly segregated books of State Funds and other funds associated with the Work. All invoices associated with the performance of Services shall be documented in a detailed and specific manner and shall accord with the Budget set forth in Exhibit B. Grantee shall make and maintain accounting and financial books and records documenting its performance under the Statement of Work in a form consistent with good accounting practices.

EXHIBIT B, BUDGET

GRANT BUDGET SUMMARY

	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL
Personal Services	$18,333.33	$44,000.00	$44,000.00	$22,000.00	$128,333.33
Materials/Supplies & Operating Expenses	$2,684.00	$26,276.00	$23,102.00	$14,388.00	$66,450.00
Travel	$620.00	$3,462.34	$3,462.34	$2,842.34	$10,387.02
Contractual	$9,260.00	$12,700.00	$16,519.65	$6,350.00	$44,829.65
FISCAL YEAR TOTAL	$30,897.33	$86,438.34	$87,083.99	$45,580.34	$250,000.00

FY22 (Approximately 5 Months)					
Personal Services - Salaried Employees					
Position Title	**Description of Work**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total**
Program Manager	Manage the day to day activities of PFP. City of Pueblo will cover Fringe Benefits.	$18,333.33	$0.00	100%	$18,333.33
Total Personal Services					**$18,333.33**

Materials/Supplies & Operating Expenses				
Item	**Description of Item**	**Rate**	**Quantity**	**Total**
Cooking Lesson Supplies	Supplies for cooking lessons (containers, equipment rental, food, printing) - per event	$1,174.00	1	$1,174.00
Fooducate Community Outreach Supplies	Supplies for Fooducate Activities (printing, meeting materials, food and beverages for activities, etc.) - per event	$1,510.00	1	$1,510.00
Total Supplies & Operating Expenses				**$2,684.00**

Travel				
Item	**Description of Item**	**Rate**	**Quantity**	**Total**
Gas Cards	Gift cards for gas for activity participants	$10.00	62	$620.00
Total Travel				**$620.00**

Contractual				
Item	**Description of Item**	**Rate**	**Quantity (Hours)**	**Total**
Community Chef Instructor	Leader of cooking lessons	$35.00	12	$420.00
Community Chef Assistant	Assistant to chef	$20.00	12	$240.00
Chicken Coop Consultant	Creates feasibility and implementation plan for chicken coop	$50.00	100	$5,000.00
Fooducates paid intern	Youth coordinator for youth group	$16.00	100	$1,600.00
Community Meal Prep Curriculum	Consultant to develop curriculum for community meal prep	$50.00	40	$2,000.00
Total Contractual				**$9,260.00**
SUB-TOTAL BEFORE INDIRECT				**$30,897.33**

Total Indirect	**$0.00**
TOTAL	**$30,897.33**

FY23 (12 Months)					
Personal Services - Salaried Employees					
Position Title	**Description of Work**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total**
Program Manager	Manage the day to day activities of PFP. City of Pueblo will cover Fringe Benefits.	$44,000.00	$0.00	100%	$44,000.00
Total Personal Services					**$44,000.00**

Materials/Supplies & Operating Expenses				
Item	**Description of Item**	**Rate**	**Quantity**	**Total**
Cooking Lesson Supplies	Supplies for cooking lessons (containers, equipment rental, food, printing)	$1,174.00	10	$11,740.00
Fooducate Community Outreach Supplies	Supplies for Fooducate Activities (printing, meeting materials, food and beverages for activities, etc.) - per event	$1,509.00	4	$6,036.00
Chicken coop supplies	Supplies for chicken coop (building materials, fencing, feed, chicks)	$4,000.00	1	$4,000.00
Fooducates Young Person Food System Leader Retreat Supplies	Supplies for hosting Fooducates Leadership Retreat (printing, meeting materials, food and beverages, take homes, etc)	$4,500.00	1	$4,500.00
Total Supplies & Operating Expenses				**$26,276.00**

Travel				
Item	**Description of Item**	**Rate**	**Quantity**	**Total**
Gas Cards	Gift cards for gas for activity participants	$10.00	124	$1,240.00
Travel support for youth leaders	Travel Support to Young Person Food System Leader Retreat. May include lodging, transportation costs, and meals.	$138.90	16	$2,222.34
Total Travel				**$3,462.34**

Contractual				
Item	**Description of Item**	**Rate**	**Quantity (Hours)**	**Total**
Community Chef Instructor	Leader of cooking lessons	$35.00	40	$1,400.00
Community Chef Assistants	2 assistants to help chef	$20.00	40	$800.00
Chicken Coop Coordinator	Coordinator for youth led chicken coop	$20.00	365	$7,300.00
Fooducates paid intern	Youth coordinator for youth group	$16.00	200	$3,200.00
Total Contractual				**$12,700.00**
SUB-TOTAL BEFORE INDIRECT				**$86,438.34**

Total Indirect	**$0.00**
TOTAL	**$86,438.34**

FY24 (12 Months: July-December 2023, January-June 2024 *Extension Term*)					
Personal Services - Salaried Employees					
Position Title	**Description of Work**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total**
Program Manager	Manage the day to day activities of PFP. City of Pueblo will cover Fringe Benefits.	$44,000.00	$0.00	100%	$44,000.00
Total Personal Services					**$44,000.00**

Materials/Supplies & Operating Expenses				
Item	**Description of Item**	**Rate**	**Quantity**	**Total**
Cooking Lesson Supplies	Supplies for cooking lessons (containers, equipment rental, food, printing)	$1,174.00	9	$10,566.00
Fooducate Community Outreach Supplies	Supplies for Fooducate Activities (printing, meeting materials, food and beverages for activities, etc.) - per event	$1,509.00	4	$6,036.00
Chicken coop supplies	Supplies for chicken coop (building materials, fencing, feed, chicks)	$2,000.00	1	$2,000.00
Fooducates Young Person Food System Leader Retreat Supplies	Supplies for hosting Fooducates Leadership Retreat (printing, meeting materials, food and beverages, take homes, etc)	$4,500.00	1	$4,500.00
Total Supplies & Operating Expenses				**$23,102.00**

Travel				
Item	**Description of Item**	**Rate**	**Quantity**	**Total**
Gas Cards	Gift cards for gas for activity participants	$10.00	124	$1,240.00
Travel support for youth leaders	Travel Support to Young Person Food System Leader Retreat. May include lodging, transportation costs, and meals.	$138.90	16	$2,222.34
Total Travel				**$3,462.34**

Contractual				
Item	**Description of Item**	**Rate**	**Quantity (Hours)**	**Total**
Community Chef Instructor	Leader of cooking lessons	$35.00	36	$1,260.00
Community Chef Assistants	2 assistants to help chef	$20.00	36	$720.00
Chicken Coop Coordinator	Coordinator for youth led chicken coop	$20.00	365	$7,300.00
Fooducates paid intern	Youth coordinator for youth group	$16.00	200	$3,200.00
Evaluation Specialist	Consultant to help evaluate programs	$42.30	95.5	$4,039.65
Total Contractual				**$16,519.65**
SUB-TOTAL BEFORE INDIRECT				**$87,083.99**

Total Indirect	**$0.00**
TOTAL	**$87,083.99**

FY25 (6 Months *Extension Term*)					
Personal Services - Salaried Employees					
Position Title	**Description of Work**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total**
Program Manager	Manage the day to day activities of PFP. City of Pueblo will cover Fringe Benefits.	$22,000.00	$0.00	100%	$22,000.00
Total Personal Services (including fringe benefits)					**$22,000.00**

Materials/Supplies & Operating Expenses				
Item	**Description of Item**	**Rate**	**Quantity**	**Total**
Cooking Lesson Supplies	Supplies for cooking lessons (containers, equipment rental, food, printing)	$1,174.00	5	$5,870.00
Fooducate Community Outreach Supplies	Supplies for Fooducate Activities (printing, meeting materials, food and beverages for activities, etc.) - per event	$1,509.00	2	$3,018.00
Chicken coop supplies	Supplies for chicken coop (building materials, fencing, feed, chicks)	$1,000.00	1	$1,000.00
Fooducates Young Person Food System Leader Retreat Supplies	Supplies for hosting Fooducates Leadership Retreat (printing, meeting materials, food and beverages, take homes, etc)	$4,500.00	1	$4,500.00
Total Supplies & Operating Expenses				**$14,388.00**

Travel				
Item	**Description of Item**	**Rate**	**Quantity**	**Total**
Gas Cards	Gift cards for gas for activity participants	$10.00	62	$620.00
Travel support for youth leaders	Travel Support to Young Person Food System Leader Retreat. May include lodging, transportation costs, and meals.	$138.90	16	$2,222.34
Total Travel				**$2,842.34**

Contractual				
Item	**Description of Item**	**Rate**	**Quantity (Hours)**	**Total**
Community Chef Instructor	Leader of cooking lessons	$35.00	20	$700.00
Community Chef Assistants	2 assistants to help chef	$20.00	20	$400.00
Chicken Coop Coordinator	Coordinator for youth led chicken coop	$20.00	182.5	$3,650.00
Fooducates paid interns	Youth coordinator for youth group	$16.00	100	$1,600.00
Total Contractual				**$6,350.00**
SUB-TOTAL BEFORE INDIRECT				**$45,580.34**

Total Indirect	**$0.00**
TOTAL	**$45,580.34**

EXHIBIT C, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name		**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)	
Contractor Insert Contractor's Full Legal Name		**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract	
Current Contract Maximum Amount		**Option Contract Number**	
Initial Term		Insert CMS number or Other Contract Number of this Option	
State Fiscal Year 20xx	$0.00		
Extension Terms		**Contract Performance Beginning Date**	
State Fiscal Year 20xx	$0.00	Month Day, Year	
State Fiscal Year 20xx	$0.00		
State Fiscal Year 20xx	$0.00	**Current Contract Expiration Date**	
State Fiscal Year 20xx	$0.00	Month Day, Year	
Total for All State Fiscal Years	$0.00		

OPTIONS:

1. Option to extend for an Extension Term
2. Option to change the quantity of Goods under the Contract
3. Option to change the quantity of Services under the Contract
4. Option to modify Contract rates
5. Option to initiate next phase of the Contract

REQUIRED PROVISIONS:

A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

6. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
7. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
8. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
9. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

OPTION EFFECTIVE DATE:

B. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date:_____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 14, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM WALMART FOR FUNDS IN THE AMOUNT OF $2,500 TO PROVIDE PROTECTIVE VESTS AND GLOVES FOR PARK RANGERS, AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING THE PARK RANGER VEST PURCHASE PROJECT NO. PS2201, AND BUDGETING AND APPROPRIATING $2,500 TO PROJECT NO. PS2201

SUMMARY:

This Ordinance will approve and accept a grant from Walmart for funds in the amount of $2,500.00 to provide protective vests and gloves for Park Rangers. It also establishes Project No. PS2201, budgets and appropriates funding for said project.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND

This ordinance is to approve and accept a Walmart Community Grant for protective equipment that will be utilized by the Park Rangers. The equipment consists of protection VP3 vests and hatch cut-resistant gloves.

FINANCIAL IMPLICATIONS:

The grant is for $2,500.00 and requires no matching funds.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the grant will not be accepted from Walmart.

RECOMMENDATION

The Department of Parks and Recreation recommends approval of this Ordinance.

Attachments:
Ordinance
Walmart Grant Agreement

ORDINANCE NO. 10117

AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM WALMART FOR FUNDS IN THE AMOUNT OF $2,500 TO PROVIDE PROTECTIVE VESTS AND GLOVES FOR PARK RANGERS, AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING THE PARK RANGER VEST PURCHASE PROJECT NO. PS2201, AND BUDGETING AND APPROPRIATING $2,500 TO PROJECT NO. PS2201

WHEREAS, the City of Pueblo has been awarded a grant from Walmart Inc. for protective vests and gloves for Park Rangers; and

WHEREAS, a project needs to be established and the funds budgeted and appropriated; NOW, THEREFORE,

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

SECTION 1.

The Walmart Grant Agreement (the "Agreement"), by and between the City of Pueblo, a Municipal Corporation, and Walmart Inc., making available $2,500.00 in grant funds to help provide protective vests and gloves for Park Rangers, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

The Park Ranger Vest Purchase Project No. PS2201 is hereby established.

SECTION 4.

Funds in the amount of $2,500.00, and any other funds received pursuant to the Agreement or an addendum to the Agreement, shall be accepted pursuant to the Agreement and budgeted and appropriated to the Park Ranger Vest Purchase Project No. PS2201.

SECTION 5.

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

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 February 14, 2022.

Final adoption of Ordinance by City Council on February 28, 2022.

President of City Council

Action by the Mayor:

☒ Approved on March 2, 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

Walmart Inc. ("Walmart") requires each Grantee to accept the following terms which shall apply to any grant funds awarded by Walmart in response to the Grantee's application. Your acceptance of these terms is a prerequisite for the consideration of your grant application.

Please note that your review and agreement to the following terms does not create any agreement on behalf of Walmart to approve your grant application or to provide any donation to your organization. The following terms become binding only upon the issuance of a check by Walmart in response to your organization's grant application.

Unless otherwise specified, all terms shall apply to all Grantees.

The Grantee agrees to the following:

1. **AUTHORITY**

   Grantee's signatory possesses all necessary capacity and authority to act for, sign and bind the Grantee to this Agreement.

2. **REPRESENTATIONS OF GRANTEE**

   The Grantee represents to Walmart (the "Grantor") that it qualifies as one of the following types of organizations:

   - An organization holding a current tax-exempt status under Section 501(c)(3) or (19) of the Code;
   - A recognized government entity: state, county, or city agency, including law enforcement or fire department;
   - A K-12 public or private school, charter school, community/junior college, state/private college or university; or
   - A recognized church or other faith-based organization.

3. **PURPOSE AND ADMINISTRATION**

   The grant shall be used exclusively for the purposes selected by Grantee in the Grantee's Community Grants application (the "Fund Use"). Additionally, Grantee agrees as follows:

   - The Grantee will directly administer the project or program being supported by the grant and agrees that no grant funds shall be re-granted to any organization or entity, whether or not formed by the Grantee.

- The Grantee will use funds for exclusively charitable, scientific, and/or educational purposes.

- The Grantee shall expend the grant funds exclusively within the United States in accordance with this Agreement.

4. USE OF GRANT FUNDS

The Grantee shall use the full amount of the grant for the purposes set forth in the Fund Use. Unless otherwise agreed in writing by Grantor, the Grantee shall return any portion of the grant and the income earned thereon that is not expended for such purposes.

The Grantee agrees not to use any portion of the grant or any income derived from the grant for the following:

- To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended (the "Code");

- To influence the outcome of any specific public election;

- To conduct activities outside the United States;

- To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code; or

- To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, gender identity, age, or sexual orientation, or support of any entity that engages in these activities.

Any interest or other income generated by the grant funds must be applied to the purposes described in the Fund Use.

To the extent that the Grantee is a governmental entity, and in addition to all other requirements contained in this Agreement, the Grantee agrees that grant funds are to be used exclusively for public purposes within the meaning of Section 170(c)(1) of the Code.

5. RECORD RETENTION

The Grantee agrees to maintain complete and accurate records of receipts and expenditures and make its books and records available to the Grantor at reasonable times upon its request. Grantee will maintain books, accounts, and records that, with a sufficient detail, accurately and clearly reflect its transactions and the disposition of funds. No "off the books" or unrecorded funds or accounts shall be created or maintained for any purpose. Furthermore, Grantee will maintain records of expenditures charged against the grant that are adequate to identify the use of the funds in compliance with the purposes and restrictions specified in this Agreement. Such records shall be retained for a period of at least five years after the completion of the use of the grant.

The Grantor may, at its expense, monitor and conduct an evaluation of operations under the grant, which may include visits by representatives of the Grantor to observe the Grantee's program, procedures and operations, and discussions of the program with the Grantee's personnel.

6. ADDITIONAL TERMS AND CONDITIONS

The Grantor reserves the right to terminate the grant for cause as a result of the Grantee's breach of the terms of this Agreement or the Grantee's failure to make adequate and sustained progress toward the completion of the activities and achievement of the objectives contained in the Funds Use. Notwithstanding the foregoing, in the event that Grantor determines, in its sole discretion, that Grantee has engaged in conduct that violates Section 12 of this Agreement, Grantor immediately shall have the right to suspend future donations and to suspend or terminate this Agreement.

If the Grantor determines, in its reasonable discretion, that the Grantee has breached or failed to carry out any provision of this Agreement, the Grantor may, in addition to any other legal remedies it may have, terminate the grant and demand the return of all or part of the grant funds not spent or obligated to third parties in accordance with the terms of this Agreement, including, without limitation, all grant funds expended by the Grantee for purposes other than for the Funds Use. The Grantee shall return all such grant funds to the Grantor within thirty (30) days of receiving a termination notice from the Grantor.

7. PUBLICITY

The Grantor may make information regarding this grant public at any time and in a manner which it deems appropriate. Grantee agrees to cooperate with any effort by Grantor to publicize the grant, including but not limited to designating a suitable representative to appear on behalf of Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding as appropriate to relevant and pertinent press inquiries.

Grantee agrees to provide Grantor an opportunity to review and comment on the contents of any statement, release, or report concerning this grant in advance of its release to the public or any third party.

Notwithstanding anything to the contrary contained herein, Grantee may list Grantor as a supporter of Grantee for up to one year following Grantor's transfer of funds to Grantee pursuant to this Agreement; *provided, however*, (i) any such listing will include the names of other supporters of Grantee and (ii) Grantor's position on such listing shall be reasonable in proportion to the amount given by Grantor. No license to use Grantor's (or Grantor's subsidiaries' or affiliates') trademarks, trade names or other intellectual property is granted hereunder.

8. NO ADDITIONAL SUPPORT

It is expressly understood that the Grantor has no obligation to provide additional support to the Grantee for this or any other project or purposes.

9. GENERAL INDEMNIFICATION

The Grantee shall indemnify, defend, save and hold harmless the Grantor, its governing board, and the individual members thereof, and all officers, agents, employees, representatives and volunteers from and against any and all liability, loss, cost, expense, injury, proceeding, claim or obligation arising out of, related to, connected with, or as a result of any acts or omissions of the Grantee, including, without limitation, any injury or property damage suffered by any third party due to the negligence or willful misconduct by the Grantee or any Grantee employee, officer, agent, employee, representative or volunteer in performance of this Agreement. Such provision shall not apply to any liability, loss, cost, expense, injury, proceeding, claim or obligation arising out of, connected with, or as a result of any negligent act or willful misconduct committed by the Grantor.

In no case shall the Grantor be liable to the Grantee or any third party for consequential damages. The Grantor shall have no liability for any debts, liabilities, deficits, cost overruns, or negligence or willful misconduct of the Grantee. It is expressly understood by the parties that no trustee, director, member, officer, employee or other representative of the Grantor shall incur any financial responsibility or liability of any kind or nature in connection with this Agreement. The parties agree that the liability of the Grantor hereunder shall be limited to the payment of the grant awarded by Grantor, if any, pursuant to the terms and conditions of this Agreement and that the Grantor shall have no other duty or obligation to the Grantee or any other person.

To the extent that the Grantee is a governmental entity described in Section 170(c)(1) of the Code and is prohibited by law from providing Grantor with the above indemnification, this Section 9 shall not be applicable.

10. COMPLIANCE WITH LAWS

Grantee will comply in full with all applicable federal, state, and local laws and regulations and rules of governmental agencies and bodies relating to Grantee's acceptance and use of the grant, including those that govern gifts, donations, contributions, expenditures, and

anything else of value that benefit, directly or indirectly, public officials. Grantee agrees to notify Grantor immediately: (a) of any conduct on Grantee's part that may be in violation of any applicable federal, state and local laws and (b) if Grantee receives notice of, or otherwise becomes aware of, any actual or threatened investigation, action, litigation, or disciplinary or other proceeding of which Grantee is or may be a subject in connection with the grant and to the extent permitted by applicable law, shall provide Grantor with all written notices and communications received by Grantee relating to any such investigation, action, litigation, or disciplinary proceeding.

11. ANTI-TERRORISM AND ECONOMIC SANCTIONS

Grantee affirms that neither Grantee nor any of Grantee's affiliates (i) is or will act in violation of any Anti-Terrorism Law (as defined below), (ii) is or will become a Prohibited Person (as defined below), (iii) conducts or will conduct any business or engages or will engage in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (iv) deals in or will deal in or otherwise engages or will engage in any transaction relating to property or interests in property blocked pursuant to Executive Order No. 13224 (as defined below); or (v) engages in or will engage in or conspires to engage in any transaction that evades or avoids, or has the purpose or intent of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. As used herein: (A) "Anti-Terrorism Law" is defined as any Law relating to terrorism or money-laundering, including Executive Order No. 13224 and the USA Patriot Act (as defined below); (B) "Executive Order No. 13224" is defined as the Executive Order No. 13224on Terrorist Financing, effective September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", as amended; (C) "Prohibited Person" is defined as any person or entity (1) listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (2) owned or controlled by, or acting for or on behalf of, any party described in clause (C)(1) above; (3) with whom any lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (4) who commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224; (5) named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov/ofac/t11sdn.pdf or at any replacement website or other official publication of such list; or (6) affiliated with any party described in clauses (C)(1)-(5) above; and (D) "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as amended.

12. ANTI-CORRUPTION COMPLIANCE

Grantee agrees that its use of all funds received under this Agreement will be in full compliance with all applicable anti-corruption laws and regulations, including but not limited to the United States Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act. Accordingly, Grantee agrees that in connection with its activities under this

Agreement, neither Grantee nor any agent, affiliate, employee, re-grantee, or other person acting on its behalf will offer, promise, give, or authorize the giving of anything of value, or offer, promise, make, or authorize the making of any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment, to any government official, political party, or candidate for public office in order to gain any unfair advantage or to influence any act or decision of a government official. Grantee further agrees that the funds provided under this Agreement shall not be used for the personal benefit or enrichment of any government official.

Grantee agrees to provide timely information to Walmart regarding any changes to the representations made in this Agreement. Grantee further agrees to assist and cooperate in any investigations related to the use of the grant funds received under this Agreement.

13. APPLICABLE LAW

This Agreement, and the rights and obligations of the parties, will be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of Arkansas.

14. REPRESENTATIVES AND SUCCESSORS BOUND

This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors and assigns.

15. DEPOSIT OF FUNDS

Notwithstanding anything else to the contrary in this Agreement, the Grantee, by executing this grant Agreement, expressly agrees to deposit the grant funds check in its account in a timely fashion. Grantee acknowledges and agrees that if it does not cash the check within one hundred eighty (180) days of the effective date of this Agreement, the Grantor will issue a stop payment order on such check, and Grantee releases any and all interest in the grant funds and the check and hereby acknowledges that the Grantor is not holding the grant funds on Grantee's behalf. Further, such failure to timely cash the check shall be deemed to be a waiver by Grantee of any rights of action against Grantor. If a stop payment is issued pursuant to this provision, the Grantee may submit a new request to Grantor for grant funds, for similar or different purposes, but the determination as to whether to issue a new grant check to Grantee in such circumstance is in the sole discretion of the Grantor.

16. ENTIRE CONTRACT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter covered herein and contains all of the covenants and agreements between the parties with respect to the Fund Use in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or

binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties hereto. Any changes, additions or deletions to this Agreement, including the Fund Use, must be approved in writing by both the Grantor and the Grantee. This Agreement and all amendments may be signed in counterparts, each of which will constitute one and the same document. Any signature delivered via facsimile or other electronic means shall be deemed an original signature to this Agreement. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

17. SEVERABILITY

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each and every remaining term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

City Clerk's Office Item # R-3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO AND FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION INC. FOR THE PURCHASE OF TWO MOTORIZED POLICE BICYCLES WITH LIGHT/SIREN KITS, BAGS & ONE CARGO TRAILER, BUDGETING, APPROPRIATING GRANT FUNDS IN THE AMOUNT OF $9,602.90 INTO PROJECT PS2202 AND RESCINDING RESOLUTION NO. 14789

SUMMARY:

Attached is an agreement between the City of Pueblo and the Firehouse Subs Public Safety Foundation concerning a grant award in the amount of $9,602.90 to purchase the Pueblo Fire Department two motorized police bicycles and accessories.

PREVIOUS COUNCIL ACTION:

Approval of similar grants in the last several recent years.

BACKGROUND:

The department conducts and participates in several community events through the year where navigating crowds in regular fire apparatus is a challenge. These electric bikes will allow response at events more efficiently and safely. This grant was previously approved by council as a resolution to accept the bikes; this was an error. The bikes and accessories will be purchased by the Fire Department through the project.

FINANCIAL IMPLICATIONS:

There is no cost to the city. Staff time will be required for project management, as well as grant monitoring and reporting.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
MOU
Grant Award Notice
Quote

ORDINANCE NO. 10118

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO AND FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION INC. FOR THE PURCHASE OF TWO MOTORIZED POLICE BICYCLES WITH LIGHT/SIREN KITS, BAGS & ONE CARGO TRAILER, BUDGETING, APPROPRIATING GRANT FUNDS IN THE AMOUNT OF $9,602.90 INTO PROJECT PS2202 AND RESCINDING RESOLUTION NO. 14789

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

SECTION 1.

The Funding Agreement ("Agreement") between and Pueblo, a municipal corporation and Firehouse Subs Public Safety Foundation attached hereto, having been approved as to form by the City Attorney, is hereby approved. 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 2.

Approval of the Agreement authorizes purchase of Two Motorized Police Bicycles with Light/Siren Kits, Bags & One Cargo Trailer. Project Number PS2202 is hereby established and funds in the amount of $9,602.90 shall be budgeted and appropriated into Project Number PS2202 for such purchase and grant proceeds.

SECTION 3.

The officers of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and Agreement in order to implement the policies and procedures described therein.

SECTION 4.

Resolution No. 14789 is hereby rescinded.

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 February 14, 2022.

Final adoption of Ordinance by City Council on February 28, 2022.

President of City Council

Action by the Mayor:

☒ Approved on March 2, 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

Firehouse Subs Public Safety Foundation, Inc.

12735 Gran Bay Pkwy., Suite 150, Jacksonville, Florida 32258

MEMO OF UNDERSTANDING- FUNDING AGREEMENT
January 25, 2022

Failure to adhere to the requirements of this Funding Agreement will jeopardize your grant award.
All purchases must match the quantities and equipment approved in the original grant request and approved quote.

Firehouse Subs Public Safety Foundation Responsibilities

- Firehouse Subs Public Safety Foundation will award funding to **City of Pueblo, on behalf of Pueblo Fire Department, Pueblo, CO** for **$9,602.90** to be used toward the direct purchase of **Two Motorized Police Bicycles with Light/Siren Kits, Bags & One Cargo Trailer.**

City of Pueblo, on behalf of Pueblo Fire Department Responsibilities

1. An ACH transfer will be remitted to the organization name as stated in this memo of understanding and **must** match the EIN number submitted on the grant request and bank account information listed on the ACH Authorization. If there is a change in either information, you must submit a W-9.
2. **Confirm Receipt of ACH Transfer** by emailing procurementfoundation@firehousesubs.com
3. **Purchase** the equipment on Approved Quote #3730 from Recon Power Bikes.
4. **Verify Purchase** by providing Firehouse Subs Public Safety Foundation with one of the following:
    - Copies of paid invoices, verifying your organization's name as the customer and matching the vendor quote(s)
      OR
    - A copy of the cleared check(s), verifying the payee and payment amount matches the vendor quote(s)
5. **Confirm Receipt of Equipment** by providing Firehouse Subs Public Safety Foundation with ALL SIGNED and DATED packing slips
6. In the event that the purchased equipment costs less than the dollar amount awarded, all excess funds must be returned to Firehouse Subs Public Safety Foundation
    - Email procurementfoundation@firehousesubs.com with notification of excess funds within 30 days of purchase
    - Return Excess Funds within 90 days of purchase to Firehouse Subs Public Safety Foundation, Attention: Gina Brown, 12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258

7. If purchases exceed funding, **City of Pueblo, on behalf of Pueblo Fire Department** is responsible for the additional amount

VERY IMPORTANT: Deadline for submitted documentation is June 30, 2022.

_____ _____
Firehouse Subs Public Safety Foundation Date

_____ _____
City of Pueblo, on behalf of Pueblo Fire DepartmentRepresentative (Signature) Date

_____ _____
City of Pueblo, on behalf of Pueblo Fire Department Representative Name (Print) Date

From: Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>
Sent: Thursday, January 6, 2022 8:00 AM
To: Kelsey Fedde <kfedde@pueblo.us>; Barb Huber <bhuber@pueblo.us>
Cc: Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>; Ty Lowry <ty.lowry@firehousesubs.com>; Rina Vieweg <rina.vieweg@firehousesubs.com>; Nick Estell <nick.estell@firehousesubs.com>
Subject: [External] APPROVED: Firehouse Subs Public Safety Foundation Grant

External email. Please use caution.

Dear Captain Fedde & Barbara,

We are pleased to announce that the Firehouse Subs Public Safety Foundation Board of Directors has awarded the **City of Pueblo, on behalf of Pueblo Fire Department** in **Pueblo, CO** the requested **Two Motorized Police Bicycles with Light/Siren Kits, Bags & One Cargo Trailer** valued at up to **$9,602.90**. If your grant award must be approved by your city council, please add this item to the agenda immediately, and contact us with the meeting date.

PROCUREMENT:

The procurement process for your grant award will be determined by our Foundation, and we will contact you no later than Monday, March 7, 2022 to initiate the process. Do not make any advanced purchases, as failure to adhere to our chosen method will jeopardize your grant award.

If you have any fulfillment questions, please email Procurementfoundation@firehousesubs.com.

PUBLIC RELATIONS (PR) NOTES

- PR announcements from your organization regarding the grant award are optional. If you choose to share the good news, please use the attached press release template and/or social media post template and send it back to Foundation@firehousesubs.com and FHSPSF@coynepr.com for review and approval (allowing for 72 hours turnaround time). *Please do not pitch or post before receiving approval from the Foundation team.*

Use of the Firehouse Subs Public Safety Foundation logo:

- We ask that your organization acknowledges the grant by displaying our Foundation logo on granted items/equipment whenever possible. Our Foundation logo is attached for your convenience. Please note that the final artwork will need to be approved by our Foundation via Foundation@firehousesubs.com before being displayed.

Did you know?
More than 70% of the funds raised for the Firehouse Subs Public Safety Foundation come from the generosity of Firehouse Subs guests and the restaurant brand? Please consider supporting a Firehouse Subs restaurant near you.

We are very excited to assist your organization and ultimately improve the lifesaving capabilities of your community.

Firehouse Subs Public Safety Foundation
foundation@firehousesubs.com

FirehouseSubsFoundation.org

Twitter Facebook

CONFIDENTIALITY NOTICE: The information and attachments contained in this electronic communication are confidential and intended only for the use of the intended recipients. If you are not an intended recipient, you are hereby notified that any review, use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately of the error by return e-mail and please permanently remove any copies of this message from your system and do not retain any copies, whether in electronic or physical form or otherwise.

RECON

ALL TERRAIN POWER BIKES
MADE MILITARY TOUGH

QUOTATION

Quote Number: 3730
Quote Date: Oct 14, 2021
Page: 1

Remittance Address:
327 Ley Road
Fort Wayne, IN 46825

Contact: Tim Burns
Email: Tburns@reconpowerbikes.com

www.ReconPowerBikes.com 1.888.485.2589



Quoted To:

Pueblo Fire Department
1551 Bonforte Blvd
Pueblo, CO 81001

Ph: 719-553-2830
Contact: Chief Barb Huber (Bhuber@pueblo.us)

Customer ID	Good Thru	Payment Terms
PUEB001	11/13/21	Prepaid

Quantity	Item	Description	Unit Price	Amount
2.00	BR-INTBLK1	Item: Interceptor Power Bike-Black / 1,000W Mid-Driven Motor, Law Enforcement Model/ 17" (FIRE)	3,895.00	7,790.00
2.00	AR-LITSIRENKIT	Item: Light and Siren Kit (Front and Back)	449.00	898.00
2.00	AR-POLBAG	Item: Police Bag	69.00	138.00
2.00	AR-PANBAG	Item: Pannier Bag Black	59.95	119.90
1.00	AR-CARGOTRLR	Item: Recon Cargo Master (Dual Wheel) Trailer	299.00	299.00
2.00	S-ASSEMBLY-TESTING	Assembly, Testing and Shipping/Delivery of Bikes (Per Bike)	179.00	358.00

FOB: Fort Wayne, Indiana
Unless otherwise stated, freight charges are not included.

Subtotal	9,602.90
Sales Tax	
TOTAL	**9,602.90**

If you would like to place an order for the above listed item(s), please contact the office.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 14, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Acting Wastewater Director

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS FOR PROFESSIONAL SURVEYING SERVICES FOR SANITARY SEWER PROJECTS AND CITY-WIDE SURVEYING PROJECTS BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND BOHANNON-HUSTON, INC., CLARK LAND SURVEYING, INC., ENCOMPASS SERVICES, LLC, AND NORTHSTAR ENGINEERING AND SURVEYING, INC.

SUMMARY:

This Ordinance establishes an approved list of qualified licensed surveying firms to perform surveying services for sanitary sewer projects and City-wide surveying projects during calendar years 2022, 2023, 2024, and during renewal of the agreement for two successive one-year periods after the initial term. The attached fee schedule includes hourly rates submitted by bidders for surveying services under the project number 21-074 Request for Proposals (RFP).

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The City of Pueblo owns and operates a sanitary sewer system to convey raw sewage for treatment to the James R. Dilorio Water Reclamation Facility. Parts of this existing system are beyond its life expectancy and need to be rehabilitated to secure a continuous service. Also, due to new development projects, there are existing sewer mains that need to be upsized because of their insufficient capacity with the additional flow.

In November 2021, the City of Pueblo solicited Requests for Proposals from licensed land surveying firms to provide on-call topographic surveys to the Wastewater Department, and other City departments. Seven proposals were received, and four firms were selected based on their initial submittals and fee schedules to receive future Request for Proposals to perform surveying services as needed. This Ordinance authorizes contracts under 21-074 RFP Surveying Services for Sanitary Sewer Projects and City-Wide Surveying Projects and will provide both competitive bid cost controls and rapid response capability by creating a list of qualified surveying firms(consultants) who have provided the attached fee schedules.

Upon approval of the Ordinance, the City will develop a complete scope of work and require the consultants to provide a not-to-exceed amount (limit) based on their hourly fee rate, and a delivery time for surveying services of each specific project assigned under this Agreement. The most advantageous proposal to the City, and in the best interest of the City, shall be determined based on the evaluation criteria set forth in the Request for Proposals.

Request for services shall be initiated and documented by a written work order agreement ("Work Order" with sample attached as Schedule 3) signed by the Wastewater Director of Client and approved by the Director of Finance and the Director of Purchasing. The Work Order shall set forth the work to be performed, the time for completion and the compensation, including maximum compensation, for performance of such work.

FINANCIAL IMPLICATIONS:

Funding for this project will come from Professional Services budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Denial of this Ordinance will result in the City being unable to proceed with the agreement.

RECOMMENDATION:

Approval of the Ordinance.

Attachment:
Agreements for Surveying Services for Sanitary Sewer Projects and City-Wide Surveying Projects (with Schedule 1 - Scope of Services, Schedule 2 - Fee Schedules and Schedule 3 - sample Work Order)

ORDINANCE NO. 10119

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS FOR PROFESSIONAL SURVEYING SERVICES FOR SANITARY SEWER PROJECTS AND CITY-WIDE SURVEYING PROJECTS BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND BOHANNON-HUSTON, INC., CLARK LAND SURVEYING, INC., ENCOMPASS SERVICES, LLC, AND NORTHSTAR ENGINEERING AND SURVEYING, INC.

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Agreements for Professional Surveying Services ("Agreements") between Pueblo, a municipal corporation and Bohannon-Huston, Inc., Clark Land Surveying, Inc., Encompass Services, LLC, and NorthStar Engineering and Surveying, Inc., copies of which are attached hereto, having been approved as to form by the City Attorney, are hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreements 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. Work Orders under the Agreements shall only be approved upon written approvals of the Director of Purchasing and the Director of Finance that a balance of appropriation exists for the Work Order and funds are available. The Director of Purchasing is authorized to approve a Work Order which is determined to be most advantageous to the City and in the best interest of the City based upon the submitted hourly fee rates and delivery time for surveying services of each specific project which may be assigned under the Agreements.

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 February 14, 2022.

Final adoption of Ordinance by City Council on February 28, 2022.

President of City Council

Action by the Mayor:

☒ Approved on March 2, 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

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
BOHANNAN-HUSTON, INC.

THIS AGREEMENT is made and entered this ____ day of February, 2021, by and between Pueblo, a Municipal Corporation (hereinafter referred to as "City" and/or "Client") and Bohannan-Huston, Inc., a New Mexico Corporation authorized to do business in the State of Colorado, (hereinafter referred to as "Consultant") for Consultant to render professional services for Client with respect to Bid 21-074 Surveying Services for Sanitary Sewer Projects and City-Wide Surveying Projects and related ancillary services, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES

(a) Consultant shall satisfactorily perform the professional surveying and related services which may be requested and approved by Client, including the following category of service:

(i) Topographic and improvement surveys as well as construction staking with respect to sanitary sewer projects including but not limited to projects for the removal and replacement of sanitary sewer mains. Survey work to include ground surface elevations, identification of existing surface improvements (such as curb and gutter, sidewalks, alley pans, building, fences, etc.), utility locates, centerline profile of alleys or streets, sanitary sewer manholes with invert elevations and manhole labels (the assigned manhole number shown in plan set), sanitary sewer pipes with pipe type and diameter, control points for future staking, setting hubs for construction, providing cut sheets for the contractor, etc. In the field, the survey boundary shall cover a width of 30 feet along the sewer line, 15 feet on each side of the pipe axis. In the residential areas, the survey boundary shall be from property/fence lines to property/fence lines. In areas where a manhole is located at the start or end of the survey boundary, the survey shall cover the area extended 30 feet in the direction of sewer pipe axis before or after the manhole ("Sanitary Sewer Survey Project").

(b) Request for services shall be initiated and documented by a written work order agreement ("Work Order" with sample attached as Schedule 3) signed by the Wastewater Director of Client and approved by the Director of Finance and Director of Purchasing. The Work Order shall set forth the work to be performed, the time for completion and the compensation, including maximum compensation, for performance of such work. Said compensation shall be approved as provided in Section 3 of this Agreement. The work to be performed under any Work Order shall be included in the "Basic Services" and "Project" as such terms are used in this Agreement and shall be subject to all terms and conditions of this Agreement. All such services shall include all usual and customary professional costs for this type of service as indicated in the Scope of Service in Section 2 of the Request for Proposal (RFP). Consultant acknowledges that the selection of Consultant by Client was pursuant to an RFP. All of the requirements of that RFP are incorporated herein by reference. If the work to be performed is a fiber repair project, it shall include and comply with the Scope of Services set forth in Section 1(a) above unless specific exceptions are provided for in the Work Order.

(c) To the extent Consultant performs any of the Project work through subconsultants or subcontractors, if previously requested and approved by the Client in each individual Work Order, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subconsultants or subcontractors as it is for services performed directly by Consultant or Consultant's employees.

(d) To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event Client has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

(e) No minimum amount of work is guaranteed under this Agreement. Client reserves the right to engage and/or contract with other parties to perform services which otherwise might be requested under this Agreement. Consultant specifically acknowledges that any Change Order may be awarded to other parties under similar agreements as this Agreement.

SECTION 2. CONSULTANT'S RESPONSIBILITIES

(a) Consultant shall be responsible for the professional quality, technical accuracy and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including drawings, reports and other services, irrespective of Client's approval of or acquiescence in same.

(b) Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses Client and Client's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

(c) Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

(d) Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant shall accomplish its work within the period of time set forth in the Work Order. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to the schedule set forth in the Work Order and perform its work in a timely manner so as not to delay Client's timetable for achievement of interim tasks and final completion of any related or dependent work.

(e) Before undertaking any work which Consultant considers beyond or in addition to the scope of the Work Order, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of the Work Order, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by Client. Client shall negotiate with the Consultant prior to authorizing any additional work; negotiated compensation shall be based upon the fee schedule set forth in Schedule 2 attached hereto and incorporated herein.

(f) Consultant shall designate a representative who shall have authority to approve and accept Work Orders on behalf of Consultant and prepare bid amounts under Section 3 of this Agreement.

SECTION 3. FEES FOR SERVICES/PAYMENT

(a) When requested by Client, Consultant shall prepare without charge to Client a bid amount for any proposed Work Order ("Work Order Compensation") which shall be based upon the fee schedule set forth in Schedule 2 and shall itemize compensation amounts and include the maximum compensation amount necessary for completion and performance of all work set forth in the Work Order. Should Client have any dispute, question, required clarification or other issue with respect to the Work Order Compensation, Consultant shall meet and confer in good faith with Client to resolve such issue. No Work Order shall be signed and issued by the Wastewater Director of Client unless and until Client approves the Work Order Compensation.

(b) Consultant shall submit periodic, but not more frequently than monthly, applications for payment for actual professional services rendered. Applications for payment shall be separately submitted for each Work Order and shall never aggregate to more than the maximum amount set forth in the Work Order. Applications for payment shall be submitted based upon the fee schedule set forth in Schedule 2 and the approved Work Order Compensation and shall contain appropriate documentation that such services have been performed and such expenses incurred. As applicable, subcontractor invoices shall be required in any payment application, and no markups for such invoiced subcontracting services shall be allowed. Thereafter, Client shall pay Consultant for the amount of the application within 45 days of the date such application is received.

(c) No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time.

(d) No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

(e) Compensation for authorized work beyond the scope of this Agreement or Work Order shall be governed by the provisions of Section 2(e).

(f) All proposed fees shall remain fixed for the term of the agreement. In the event the City exercises the provision to extend the agreement after the initial term, requests for annual increases in fees may not exceed 1) three percent (3%) or, 2) the prior year's United States Bureau of Labor Statistics Consumer Price Index (CPI), whichever of the two options is lower.

SECTION 4. CLIENT'S RESPONSIBILITIES

(a) Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, surveys, data and previous reports accessible to Client which Consultant may reasonably require.

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy, nor to contract for Work Orders or Compensation for authorized work beyond the scope of this Agreement or a Work Order.

(c) Client shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The Client's approval of any drawings, specifications, reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of 45 days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

SECTION 5. TERM AND TERMINATION

(a) Term. The term of this Agreement shall be for three (3) consecutive years. The Agreement may be renewed in two (2) successive one-year periods by a written addendum signed by both parties. Adjustments in fees or costs shall follow Section 3(f) of this agreement.

(b) This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of City which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the City.

(c) Client reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Client further reserves the right to terminate for convenience any Work Order and Consultant's performance thereunder, at any time upon written notice. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing the Work Order, together with all finished work and work in progress. The termination of a Work Order shall not terminate or be deemed to terminate this Agreement or any other Work Order issued by Client.

(d) Upon termination of this Agreement, or as applicable a Work Order, for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered to date of such termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or Client. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(e) In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of (a) the reasonable value of completed work to Client or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed, prior to date of termination.

(f) Consultant's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. SITE ACCESS

In the event the Project will require access to property not under the control of Client, Consultant and Consultant's employees and consultants shall obtain all additional necessary approval and clearances required for access to such property. Client shall assist Consultant in obtaining access to such property at reasonable times but makes no warranty or representation whatsoever regarding access to such property. Notwithstanding the foregoing, Consultant understands and agrees that entry to some property by Consultant may be subject to compliance by Consultant with the terms and conditions of an access agreement in accordance with Section 1(d) of this Agreement.

SECTION 7. DOCUMENTS AND USE OF DOCUMENTS

(a) Consultant shall provide an electronic copy on a USB Flash Drive in AutoCAD Civil 3D. The USB Flash Drive must include the linework drawing of existing features with a generated surface, filed book file for surface generation and field notes explaining all codes and linework for ground surface elevations, identification of existing surface improvements (such as curb and gutter, sidewalks, alley pans, building, fences, etc.), utility locates, centerline profile of alleys or streets, sanitary sewer manholes with invert elevations and manhole labels (the assigned manhole number shown in plan set) , sanitary sewer pipes with pipe type and diameter, control points for future staking, etc.

(b) Plans, drawings, designs, specifications, reports and all other documents prepared or provided by Consultant hereunder shall become the sole property of Client, subject to applicable federal grant requirements, and Client shall be vested with all rights therein of whatever kind and however created, whether by common law, statute or equity. Client shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data or other documents pertaining to the work to be performed under this Agreement. In no event shall Consultant publish work product developed pursuant to this Agreement except (i) with advance written consent of Client, which consent may be granted or withheld in Client's sole and absolute discretion and (ii) in full compliance with the requirements of this Agreement and applicable federal regulations.

SECTION 8. INSURANCE AND INDEMNITY

(a) Consultant agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Consultant shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the Client.

(ii) Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this Agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by him and all his subcontractors under the Agreement, to be written on a comprehensive policy

form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the Agreement, and "Completed Operations and Projects Liability" coverage.

(iii) Professional Liability Insurance with coverage of not less than $1,000,000, and with a deductible amount acceptable by the Client.

(iv) Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Consultant.

(c) Consultant agrees to hold harmless, defend and indemnify Client from and against any liability to third parties, arising out of negligent acts or omissions of Consultant, its employees, subcontractors and consultants.

SECTION 9. SUBCONTRACTS

(a) Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.

(b) Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Consultant.

(c) Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to Client prior to execution of this Agreement to induce Client to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to Client and receiving Client's consent thereto. Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

SECTION 10. MISCELLANEOUS

(a) Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Consultant or Client by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Client at City of Pueblo Waste Reclamation Facility, Attn: Wastewater Director, 1300 South Queens Ave., Pueblo, CO 81001, with a copy to the City of Pueblo Law Department, 1 City Hall Place, Pueblo, CO 81003; or to Consultant at Bohannan-Huston, Inc., Attn: Denise Aten, 9785 Maroon Circle, Suite 140, Englewood, CO 80112. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

(b) Entire Agreement. This instrument contains the entire agreement between Consultant and Client respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either Client or Consultant in relation thereto not expressly set forth in this instrument and its attachments is null and void. In the case of any conflict between the terms of this Agreement for Professional Services and terms of Schedule 1 or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the parties hereto and on their successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Consultant may be assigned by it without the written consent of Client, which consent may be withheld in Client's sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Consultant and by Client in accordance with the requirements of Section 4(b) of this Agreement or upon authorization of Client's governing board.

(e) Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Consultant nor its consultants shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age. Consultant shall endeavor to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or age.

(g) Severability. If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

SECTION 11. STATE-IMPOSED MANDATES PROHIBITING WORKERS WITHOUT AUTHORIZATION FROM PERFORMING WORK

(a) At or prior to the time for execution of this Agreement, Consultant shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with a "Worker Without Authorization", as that term is defined within §8-17.5-101 (9), C.R.S. (herein "Worker Without Authorization"), who will perform work under this Agreement and that the Consultant will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Consultant shall not:

(i) Knowingly employ or contract with a Worker Without Authorization to perform work under this Agreement;

(ii) Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with a Worker Without Authorization to perform work under this Agreement.

(c) The following state-imposed requirements apply to this Agreement:

(i) The Consultant shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

(ii) The Consultant is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(iii) If the Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a Worker Without Authorization to perform work under this Agreement, the Consultant shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with a Worker Without Authorization; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(iii)A. above, the subcontractor does not stop employing or contracting with the Worker Without Authorization; except that the Consultant shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a Worker Without Authorization.

(iv) The Consultant is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

(d) Violation of this Section by the Consultant shall constitute a breach of contract and grounds for termination. In the event of such termination, the Consultant shall be liable for City's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Consultant to violate any terms of participation in the E-Verify Program.

SECTION 12. PERA LIABILITY

Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall fill out the Colorado PERA Questionnaire attached hereto and submit the completed form to City as part of the signed Agreement.

(Signature Section on following page)

DocuSign Envelope ID: 27CA1BE0-BC4C-407C-B192-16333B6088B4

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By:_____
Naomi Hedden, Director of Purchasing

BOHANNAN-HUSTON, INC.

By: DocuSigned by: Denise Aten B0232DC1A256433...
Denise Aten, Senior Vice President

Attest:_____
City Clerk

[S E A L]

BALANCE OF APPROPRIATION EXISTS FOR THIS AGREEMENT AND FUNDS ARE AVAILABLE.

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

Attachments: Schedule 1: Scope of Services
Schedule 2: Fee Schedule
Schedule 3: Sample Work Order
Additional Information for Agreement

SCHEDULE 1 – SCOPE OF SERVICES

Excerpt from Request for Proposal dated October 8, 2021, Section 2., Addendum No. 2 dated November 3, 2021, and Communication Regarding Agreement Dated January 27, 2022

2.3 Scope of Service:

2.3.1 The firm or team of consultants will be required to provide utility locations and topographic surveys for the removal and replacement of sanitary sewer mains and any surface improvements required to do so. The consultant should attend and facilitate meetings as necessary with City staff throughout the development of each individual project. Firm must be familiar with public processes and coordinate with City staff in presenting details to City Council if required.

2.3.2 Field Requirements:

a) To include but not limited to locating sanitary sewer manholes with all inverts in and out elevations, ground surface elevations, control points for future staking, setting hubs for construction, providing cut sheets for the contractor, all existing utilities, identification of existing surface improvements such as curb and gutter, sidewalks, alley pans, buildings, fences, control points, etc. within the proposed boundary. In the field, the survey boundary shall cover a width of 30 feet along the sewer line, 15 feet on each side of the pipe axis. In the residential areas, the survey boundary shall be from property/fence lines to property/fence lines. In areas where a manhole is located at the start or end of the survey boundary, the survey shall cover the area extended 30 feet in the direction of sewer pipe axis before or after the manhole.

b) Centerline profiles of all allies or streets.

c) Each project shall start within two weeks of request and finish no later than 90 days from start ***or no later than the delivery time provided in the Work Order Fee and agreed upon with each proposal.***

2.3.3 Office Requirements:

Provide an electronic copy on a USB Flash Drive in AutoCAD Civil 3D. The USB Flash Drive must include the linework drawing of existing features with a generated surface, filed book file for surface generation and field notes explaining all codes and linework for ground surface elevations, identification of existing surface improvements (such as curb and gutter, sidewalks, alley pans, building, fences, etc.), utility locates, centerline profile of alleys or streets, sanitary sewer manholes with invert elevations and manhole labels, sanitary sewer pipes with pipe type and diameter, control points for future staking, etc.

SCHEDULE 2 – FEE SCHEDULE

Excerpt from Consultant's Proposal Submittal dated November 12, 2021, Section 1.8, Page 36

Bohannan Huston

1.8 FEE SCHEDULE

We have provided our standard rate schedule, highlighting the classifications we anticipate to be used the most for this contract.

BOHANNAN HUSTON, INC.
FEE SCHEDULE HOURLY RATES
OCTOBER 2, 2021
(modified expenses)

	1	2	3	4	5	6	7
ENGINEER Civil, Structural, Mechanical, Electrical	$105	$123	$143	$163	$183	$220	$245
SURVEYOR Field Surveyor: 3 & 4; Survey Technician: 5; Professional Land Surveyor: 6	$105	$123	$143	$163	$183	$220	$245
TECHNICAL MANAGER IT, GIS, Spatial Data, Construction, Project Manager	$105	$123	$143	$163	$183	$220	$245
PLANNER Community, Transportation	$95	$105	$120	$135	$155	$190	$235
GIS PROFESSIONAL Geographic Information Systems	$90	$100	$115	$130	$150	$180	$210
TECHNICAL SPECIALIST Engineering Tech, Survey Tech, Geospatial Analyst, Graphics Specialist	$72	$77	$82	$92	$107	$120	$135
CONSTRUCTION OBSERVER	$73	$78	$83	$93	$108	$123	$163
MATERIALS TECHNICIAN Field and Laboratory Materials Testing	$55	$65	$75	$80	$95	$115	$135
PROJECT ADMINISTRATOR	$85	$100	$120	$140	$160	$180	$210
ADMINISTRATIVE ASSISTANT Clerical Support	$55	$65	$75	$85	$95	$105	$120

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing and Binding - As invoiced at cost of labor and materials.

Courier / Delivery Service - As invoiced by provider.

Survey Equipment Charge - $25.00/Hour.

Survey Material Charge - $2.60/Hour *(construction staking only)*.

Expert Witness - Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court.

Other Direct Project Expenses - At Cost.

Subconsultants - At Cost.

Overtime - Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate.

Applicable Gross Receipts or Sales and Use Tax - Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannan Huston, Inc.

UAV Usage Charge - Rates shall be negotiated based on the requirements of the contract.

Mobile LiDAR - Lump sum on a per task order basis.

Terrestrial LiDAR - Lump sum on a per task order basis.

Aerial Mapping - Lump sum on a per task order basis.

SCHEDULE 3 – SAMPLE WORK ORDER

Excerpt from Request for Proposal dated October 8, 2021, Appendix D
(including approval of Director of Purchasing per Section 1b)

WORK ORDER

This Work Order is entered pursuant to and subject to the terms and conditions of the Professional Services Agreement dated _____, 20__ between Pueblo, a Municipal Corporation ("Client"), and _____("Consultant").

Scope of Work:

Time for Completion:

Work Order Compensation:

Approved by: _____ Dated: _____
Client: City of Pueblo, Wastewater Director

Approved by: _____ Dated: _____
Client: City of Pueblo, Director of Finance

Approved by: _____ Dated: _____
Client: City of Pueblo, Director of Purchasing

Consultant
Accepted by: _____ Dated: _____

Consultant's
Printed Name and Title: _____

Attachments: PDF Drawings/Sheets _____
Compensation Details

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
CLARK LAND SURVEYING, INC.

THIS AGREEMENT is made and entered this ____ day of February, 2021, by and between Pueblo, a Municipal Corporation (hereinafter referred to as "City" and/or "Client") and Clark Land Surveying, Inc., a Colorado Corporation (hereinafter referred to as "Consultant"), for Consultant to render professional services for Client with respect to Bid 21-074 Surveying Services for Sanitary Sewer Projects and City-Wide Surveying Projects and related ancillary services, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES

(a) Consultant shall satisfactorily perform the professional surveying and related services which may be requested and approved by Client, including the following category of service:

(i) Topographic and improvement surveys as well as construction staking with respect to sanitary sewer projects including but not limited to projects for the removal and replacement of sanitary sewer mains. Survey work to include ground surface elevations, identification of existing surface improvements (such as curb and gutter, sidewalks, alley pans, building, fences, etc.), utility locates, centerline profile of alleys or streets, sanitary sewer manholes with invert elevations and manhole labels (the assigned manhole number shown in plan set), sanitary sewer pipes with pipe type and diameter, control points for future staking, setting hubs for construction, providing cut sheets for the contractor, etc. In the field, the survey boundary shall cover a width of 30 feet along the sewer line, 15 feet on each side of the pipe axis. In the residential areas, the survey boundary shall be from property/fence lines to property/fence lines. In areas where a manhole is located at the start or end of the survey boundary, the survey shall cover the area extended 30 feet in the direction of sewer pipe axis before or after the manhole ("Sanitary Sewer Survey Project").

(b) Request for services shall be initiated and documented by a written work order agreement ("Work Order" with sample attached as Schedule 3) signed by the Wastewater Director of Client and approved by the Director of Finance and Director of Purchasing. The Work Order shall set forth the work to be performed, the time for completion and the compensation, including maximum compensation, for performance of such work. Said compensation shall be approved as provided in Section 3 of this Agreement. The work to be performed under any Work Order shall be included in the "Basic Services" and "Project" as such terms are used in this Agreement and shall be subject to all terms and conditions of this Agreement. All such services shall include all usual and customary professional costs for this type of service as indicated in the Scope of Service in Section 2 of the Request for Proposal (RFP). Consultant acknowledges that the selection of Consultant by Client was pursuant to an RFP. All of the requirements of that RFP are incorporated herein by reference. If the work to be performed is a fiber repair project, it shall include and comply with the Scope of Services set forth in Section 1(a) above unless specific exceptions are provided for in the Work Order.

(c) To the extent Consultant performs any of the Project work through subconsultants or subcontractors, if previously requested and approved by the Client in each individual Work Order, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subconsultants or subcontractors as it is for services performed directly by Consultant or Consultant's employees.

(d) To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event Client has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

(e) No minimum amount of work is guaranteed under this Agreement. Client reserves the right to engage and/or contract with other parties to perform services which otherwise might be requested under this Agreement. Consultant specifically acknowledges that any Change Order may be awarded to other parties under similar agreements as this Agreement.

SECTION 2. CONSULTANT'S RESPONSIBILITIES

(a) Consultant shall be responsible for the professional quality, technical accuracy and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including drawings, reports and other services, irrespective of Client's approval of or acquiescence in same.

(b) Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses Client and Client's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

(c) Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

(d) Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant shall accomplish its work within the period of time set forth in the Work Order. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to the schedule set forth in the Work Order and perform its work in a timely manner so as not to delay Client's timetable for achievement of interim tasks and final completion of any related or dependent work.

(e) Before undertaking any work which Consultant considers beyond or in addition to the scope of the Work Order, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of the Work Order, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by Client. Client shall negotiate with the Consultant prior to authorizing any additional work; negotiated compensation shall be based upon the fee schedule set forth in Schedule 2 attached hereto and incorporated herein.

(f) Consultant shall designate a representative who shall have authority to approve and accept Work Orders on behalf of Consultant and prepare bid amounts under Section 3 of this Agreement.

SECTION 3. FEES FOR SERVICES/PAYMENT

(a) When requested by Client, Consultant shall prepare without charge to Client a bid amount for any proposed Work Order ("Work Order Compensation") which shall be based upon the fee schedule set forth in Schedule 2 and shall itemize compensation amounts and include the maximum compensation amount necessary for completion and performance of all work set forth in the Work Order. Should Client have any dispute, question, required clarification or other issue with respect to the Work Order Compensation, Consultant shall meet and confer in good faith with Client to resolve such issue. No Work Order shall be signed and issued by the Wastewater Director of Client unless and until Client approves the Work Order Compensation.

(b) Consultant shall submit periodic, but not more frequently than monthly, applications for payment for actual professional services rendered. Applications for payment shall be separately submitted for each Work Order and shall never aggregate to more than the maximum amount set forth in the Work Order. Applications for payment shall be submitted based upon the fee schedule set forth in Schedule 2 and the approved Work Order Compensation and shall contain appropriate documentation that such services have been performed and such expenses incurred. As applicable, subcontractor invoices shall be required in any payment application, and no markups for such invoiced subcontracting services shall be allowed. Thereafter, Client shall pay Consultant for the amount of the application within 45 days of the date such application is received.

(c) No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time.

(d) No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

(e) Compensation for authorized work beyond the scope of this Agreement or Work Order shall be governed by the provisions of Section 2(e).

(f) All proposed fees shall remain fixed for the term of the agreement. In the event the City exercises the provision to extend the agreement after the initial term, requests for annual increases in fees may not exceed 1) three percent (3%) or, 2) the prior year's United States Bureau of Labor Statistics Consumer Price Index (CPI), whichever of the two options is lower.

SECTION 4. CLIENT'S RESPONSIBILITIES

(a) Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, surveys, data and previous reports accessible to Client which Consultant may reasonably require.

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy, nor to contract for Work Orders or Compensation for authorized work beyond the scope of this Agreement or a Work Order.

(c) Client shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The Client's approval of any drawings, specifications, reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of 45 days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

SECTION 5. TERM AND TERMINATION

(a) Term. The term of this Agreement shall be for three (3) consecutive years. The Agreement may be renewed in two (2) successive one-year periods by a written addendum signed by both parties. Adjustments in fees or costs shall follow Section 3(f) of this agreement.

(b) This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of City which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the City.

(c) Client reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Client further reserves the right to terminate for convenience any Work Order and Consultant's performance thereunder, at any time upon written notice. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing the Work Order, together with all finished work and work in progress. The termination of a Work Order shall not terminate or be deemed to terminate this Agreement or any other Work Order issued by Client.

(d) Upon termination of this Agreement, or as applicable a Work Order, for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered to date of such termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or Client. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(e) In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of (a) the reasonable value of completed work to Client or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed, prior to date of termination.

(f) Consultant's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. SITE ACCESS

In the event the Project will require access to property not under the control of Client, Consultant and Consultant's employees and consultants shall obtain all additional necessary approval and clearances required for access to such property. Client shall assist Consultant in obtaining access to such property at reasonable times but makes no warranty or representation whatsoever regarding access to such property. Notwithstanding the foregoing, Consultant understands and agrees that entry to some property by Consultant may be subject to compliance by Consultant with the terms and conditions of an access agreement in accordance with Section 1(d) of this Agreement.

SECTION 7. DOCUMENTS AND USE OF DOCUMENTS

(a) Consultant shall provide an electronic copy on a USB Flash Drive in AutoCAD Civil 3D. The USB Flash Drive must include the linework drawing of existing features with a generated surface, filed book file for surface generation and field notes explaining all codes and linework for ground surface elevations, identification of existing surface improvements (such as curb and gutter, sidewalks, alley pans, building, fences, etc.), utility locates, centerline profile of alleys or streets, sanitary sewer manholes with invert elevations and manhole labels (the assigned manhole number shown in plan set) , sanitary sewer pipes with pipe type and diameter, control points for future staking, etc.

(b) Plans, drawings, designs, specifications, reports and all other documents prepared or provided by Consultant hereunder shall become the sole property of Client, subject to applicable federal grant requirements, and Client shall be vested with all rights therein of whatever kind and however created, whether by common law, statute or equity. Client shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data or other documents pertaining to the work to be performed under this Agreement. In no event shall Consultant publish work product developed pursuant to this Agreement except (i) with advance written consent of Client, which consent may be granted or withheld in Client's sole and absolute discretion and (ii) in full compliance with the requirements of this Agreement and applicable federal regulations.

SECTION 8. INSURANCE AND INDEMNITY

(a) Consultant agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Consultant shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the Client.

(ii) Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this Agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by him and all his subcontractors under the Agreement, to be written on a comprehensive policy

form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the Agreement, and "Completed Operations and Projects Liability" coverage.

(iii) Professional Liability Insurance with coverage of not less than $1,000,000, and with a deductible amount acceptable by the Client.

(iv) Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Consultant.

(c) Consultant agrees to hold harmless, defend and indemnify Client from and against any liability to third parties, arising out of negligent acts or omissions of Consultant, its employees, subcontractors and consultants.

SECTION 9. SUBCONTRACTS

(a) Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.

(b) Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Consultant.

(c) Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to Client prior to execution of this Agreement to induce Client to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to Client and receiving Client's consent thereto. Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

SECTION 10. MISCELLANEOUS

(a) Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Consultant or Client by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Client at City of Pueblo Waste Reclamation Facility, Attn: Wastewater Director, 1300 South Queens Ave., Pueblo, CO 81001, with a copy to the City of Pueblo Law Department, 1 City Hall Place, Pueblo, CO 81003; or to Consultant at Clark Land Surveying, Inc., Attn: Justin Crosson, 177 S. Tiffany Dr., Pueblo West, CO 81007. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

(b) Entire Agreement. This instrument contains the entire agreement between Consultant and Client respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either Client or Consultant in relation thereto not expressly set forth in this instrument and its attachments is null and void. In the case of any conflict between the terms of this Agreement for Professional Services and terms of Schedule 1 or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the parties hereto and on their successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Consultant may be assigned by it without the written consent of Client, which consent may be withheld in Client's sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Consultant and by Client in accordance with the requirements of Section 4(b) of this Agreement or upon authorization of Client's governing board.

(e) Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Consultant nor its consultants shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age. Consultant shall endeavor to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or age.

(g) Severability. If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

SECTION 11. STATE-IMPOSED MANDATES PROHIBITING WORKERS WITHOUT AUTHORIZATION FROM PERFORMING WORK

(a) At or prior to the time for execution of this Agreement, Consultant shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with a "Worker Without Authorization", as that term is defined within §8-17.5-101 (9), C.R.S. (herein "Worker Without Authorization"), who will perform work under this Agreement and that the Consultant will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Consultant shall not:

(i) Knowingly employ or contract with a Worker Without Authorization to perform work under this Agreement;

(ii) Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with a Worker Without Authorization to perform work under this Agreement.

(c) The following state-imposed requirements apply to this Agreement:

(i) The Consultant shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

(ii) The Consultant is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(iii) If the Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a Worker Without Authorization to perform work under this Agreement, the Consultant shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with a Worker Without Authorization; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(iii)A. above, the subcontractor does not stop employing or contracting with the Worker Without Authorization; except that the Consultant shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a Worker Without Authorization.

(iv) The Consultant is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

(d) Violation of this Section by the Consultant shall constitute a breach of contract and grounds for termination. In the event of such termination, the Consultant shall be liable for City's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Consultant to violate any terms of participation in the E-Verify Program.

SECTION 12. PERA LIABILITY

Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall fill out the Colorado PERA Questionnaire attached hereto and submit the completed form to City as part of the signed Agreement.

(Signature Section on following page)

DocuSign Envelope ID: 26E27662-0D70-4099-96D8-C01898E2725F

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By:_____
Naomi Hedden, Director of Purchasing

CLARK LAND SURVEYING, INC.

By: DocuSigned by: Justin Crosson – Clark Land Surveying
F9112F05810B464...
Justin Crosson, President & Secretary

Attest:_____
City Clerk

[S E A L]

BALANCE OF APPROPRIATION EXISTS FOR THIS AGREEMENT AND FUNDS ARE AVAILABLE.

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

Attachments: Schedule 1: Scope of Services
Schedule 2: Fee Schedule
Schedule 3: Sample Work Order
Additional Information for Agreement

SCHEDULE 1 – SCOPE OF SERVICES

Excerpt from Request for Proposal dated October 8, 2021, Section 2., Addendum No. 2 dated November 3, 2021, and Communication Regarding Agreement Dated January 27, 2022

2.3 Scope of Service:

2.3.1 The firm or team of consultants will be required to provide utility locations and topographic surveys for the removal and replacement of sanitary sewer mains and any surface improvements required to do so. The consultant should attend and facilitate meetings as necessary with City staff throughout the development of each individual project. Firm must be familiar with public processes and coordinate with City staff in presenting details to City Council if required.

2.3.2 Field Requirements:

a) To include but not limited to locating sanitary sewer manholes with all inverts in and out elevations, ground surface elevations, control points for future staking, setting hubs for construction, providing cut sheets for the contractor, all existing utilities, identification of existing surface improvements such as curb and gutter, sidewalks, alley pans, buildings, fences, control points, etc. within the proposed boundary. In the field, the survey boundary shall cover a width of 30 feet along the sewer line, 15 feet on each side of the pipe axis. In the residential areas, the survey boundary shall be from property/fence lines to property/fence lines. In areas where a manhole is located at the start or end of the survey boundary, the survey shall cover the area extended 30 feet in the direction of sewer pipe axis before or after the manhole.

b) Centerline profiles of all allies or streets.

c) Each project shall start within two weeks of request and finish no later than 90 days from start ***or no later than the delivery time provided in the Work Order Fee and agreed upon with each proposal.***

2.3.3 Office Requirements:

Provide an electronic copy on a USB Flash Drive in AutoCAD Civil 3D. The USB Flash Drive must include the linework drawing of existing features with a generated surface, filed book file for surface generation and field notes explaining all codes and linework for ground surface elevations, identification of existing surface improvements (such as curb and gutter, sidewalks, alley pans, building, fences, etc.), utility locates, centerline profile of alleys or streets, sanitary sewer manholes with invert elevations and manhole labels, sanitary sewer pipes with pipe type and diameter, control points for future staking, etc.

SCHEDULE 2 – FEE SCHEDULE

Excerpt from Consultant's Proposal Submittal dated November 12, 2021, Item 3, Pages 13-14

Clark Land Surveying, Inc

ITEM 3 FIRM RATES

Fee Schedule

Survey Field Services

1-Man Survey Crew *1 surveyor, truck, 1 GPS System and/or 1 Robotic Total Station*	$150 / hour
2-Man Survey Crew 2 surveyors, truck, 1 GPS System and/or 1 Robotic Total Station	$190 / hour
Construction Staking 1-2 surveyors, truck, 1 GPS System and/or 1 Robotic Total Station	$190 / hour

Survey Office Services

CAD Technician	$90 / hour
Project Surveyor	$130 / hour
Operations Manager	$130 / hour
Professional Land Surveyor	$140 / hour
Professional Engineer	$140 / hour
Principal	$150 / hour

Subsurface Utility Services

Subsurface Utility Designating *1 designator, truck and industry standard geophysical designating equipment*	$150 / hour
Subsurface Utility Test Holes	See Test Hole Fee Schedule
Ground Penetrating Radar	Call for pricing

Travel

Vehicle Mileage	Current IRS Rate
Per Diem *For sites more than 100 miles from office*	Current GSA Rates

Fee Schedule - Test Holes

Utility Test Holes

Per Hole Rates

- **Level 1 (Basic)** $350 / hole

Includes coordination with 811, utility targeting, backfill, depth and surveyed position.

- **Level 2 (Paved Areas)** $650 / hole

Includes Level 1 services, and core drilling and hole / pavement remediation.

- **Level 3 (Paved+Traffic Control)** $1,550 / hole

Includes Level 1 and Level 2 services, and ROW permits, flow-fill, traffic control.

Per Day Rate $3,500 / day

- *Service includes utility designation, excavation, surveyed position, hole remediation and digital deliverables.*
- *Traffic Control is additional $2,200 / day, as needed, to support Utility Test Holes.*
- *Traffic Control fee includes up to $250 for right-of-way permitting.*

SCHEDULE 3 – SAMPLE WORK ORDER

Excerpt from Request for Proposal dated October 8, 2021, Appendix D
(including approval of Director of Purchasing per Section 1b)

WORK ORDER

This Work Order is entered pursuant to and subject to the terms and conditions of the Professional Services Agreement dated _____, 20__ between Pueblo, a Municipal Corporation ("Client"), and _____("Consultant").

Scope of Work:

Time for Completion:

Work Order Compensation:

Approved by: _____ Dated: _____
Client: City of Pueblo, Wastewater Director

Approved by: _____ Dated: _____
Client: City of Pueblo, Director of Finance

Approved by: _____ Dated: _____
Client: City of Pueblo, Director of Purchasing

Consultant
Accepted by: _____ Dated: _____

Consultant's
Printed Name and Title: _____

Attachments: PDF Drawings/Sheets _____
Compensation Details

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
ENCOMPASS SERVICES, LLC

THIS AGREEMENT is made and entered this ____ day of February, 2021, by and between Pueblo, a Municipal Corporation (hereinafter referred to as "City" and/or "Client") and Encompass Services, LLC, a Texas Limited Liability Company authorized to do business in the State of Colorado (hereinafter referred to as "Consultant"), for Consultant to render professional services for Client with respect to Bid 21-074 Surveying Services for Sanitary Sewer Projects and City-Wide Surveying Projects and related ancillary services, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES

(a) Consultant shall satisfactorily perform the professional surveying and related services which may be requested and approved by Client, including the following category of service:

(i) Topographic and improvement surveys as well as construction staking with respect to sanitary sewer projects including but not limited to projects for the removal and replacement of sanitary sewer mains. Survey work to include ground surface elevations, identification of existing surface improvements (such as curb and gutter, sidewalks, alley pans, building, fences, etc.), utility locates, centerline profile of alleys or streets, sanitary sewer manholes with invert elevations and manhole labels (the assigned manhole number shown in plan set), sanitary sewer pipes with pipe type and diameter, control points for future staking, setting hubs for construction, providing cut sheets for the contractor, etc. In the field, the survey boundary shall cover a width of 30 feet along the sewer line, 15 feet on each side of the pipe axis. In the residential areas, the survey boundary shall be from property/fence lines to property/fence lines. In areas where a manhole is located at the start or end of the survey boundary, the survey shall cover the area extended 30 feet in the direction of sewer pipe axis before or after the manhole ("Sanitary Sewer Survey Project").

(b) Request for services shall be initiated and documented by a written work order agreement ("Work Order" with sample attached as Schedule 3) signed by the Wastewater Director of Client and approved by the Director of Finance and Director of Purchasing. The Work Order shall set forth the work to be performed, the time for completion and the compensation, including maximum compensation, for performance of such work. Said compensation shall be approved as provided in Section 3 of this Agreement. The work to be performed under any Work Order shall be included in the "Basic Services" and "Project" as such terms are used in this Agreement and shall be subject to all terms and conditions of this Agreement. All such services shall include all usual and customary professional costs for this type of service as indicated in the Scope of Service in Section 2 of the Request for Proposal (RFP). Consultant acknowledges that the selection of Consultant by Client was pursuant to an RFP. All of the requirements of that RFP are incorporated herein by reference. If the work to be performed is a fiber repair project, it shall include and comply with the Scope of Services set forth in Section 1(a) above unless specific exceptions are provided for in the Work Order.

(c) To the extent Consultant performs any of the Project work through subconsultants or subcontractors, if previously requested and approved by the Client in each individual Work Order, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subconsultants or subcontractors as it is for services performed directly by Consultant or Consultant's employees.

(d) To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event Client has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

(e) No minimum amount of work is guaranteed under this Agreement. Client reserves the right to engage and/or contract with other parties to perform services which otherwise might be requested under this Agreement. Consultant specifically acknowledges that any Change Order may be awarded to other parties under similar agreements as this Agreement.

SECTION 2. CONSULTANT'S RESPONSIBILITIES

(a) Consultant shall be responsible for the professional quality, technical accuracy and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including drawings, reports and other services, irrespective of Client's approval of or acquiescence in same.

(b) Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses Client and Client's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

(c) Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

(d) Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant shall accomplish its work within the period of time set forth in the Work Order. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to the schedule set forth in the Work Order and perform its work in a timely manner so as not to delay Client's timetable for achievement of interim tasks and final completion of any related or dependent work.

(e) Before undertaking any work which Consultant considers beyond or in addition to the scope of the Work Order, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of the Work Order, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by Client. Client shall negotiate with the Consultant prior to authorizing any additional work; negotiated compensation shall be based upon the fee schedule set forth in Schedule 2 attached hereto and incorporated herein.

(f) Consultant shall designate a representative who shall have authority to approve and accept Work Orders on behalf of Consultant and prepare bid amounts under Section 3 of this Agreement.

SECTION 3. FEES FOR SERVICES/PAYMENT

(a) When requested by Client, Consultant shall prepare without charge to Client a bid amount for any proposed Work Order ("Work Order Compensation") which shall be based upon the fee schedule set forth in Schedule 2 and shall itemize compensation amounts and include the maximum compensation amount necessary for completion and performance of all work set forth in the Work Order. Should Client have any dispute, question, required clarification or other issue with respect to the Work Order Compensation, Consultant shall meet and confer in good faith with Client to resolve such issue. No Work Order shall be signed and issued by the Wastewater Director of Client unless and until Client approves the Work Order Compensation.

(b) Consultant shall submit periodic, but not more frequently than monthly, applications for payment for actual professional services rendered. Applications for payment shall be separately submitted for each Work Order and shall never aggregate to more than the maximum amount set forth in the Work Order. Applications for payment shall be submitted based upon the fee schedule set forth in Schedule 2 and the approved Work Order Compensation and shall contain appropriate documentation that such services have been performed and such expenses incurred. As applicable, subcontractor invoices shall be required in any payment application, and no markups for such invoiced subcontracting services shall be allowed. Thereafter, Client shall pay Consultant for the amount of the application within 45 days of the date such application is received.

(c) No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time.

(d) No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

(e) Compensation for authorized work beyond the scope of this Agreement or Work Order shall be governed by the provisions of Section 2(e).

(f) All proposed fees shall remain fixed for the term of the agreement. In the event the City exercises the provision to extend the agreement after the initial term, requests for annual increases in fees may not exceed 1) three percent (3%) or, 2) the prior year's United States Bureau of Labor Statistics Consumer Price Index (CPI), whichever of the two options is lower.

SECTION 4. CLIENT'S RESPONSIBILITIES

(a) Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, surveys, data and previous reports accessible to Client which Consultant may reasonably require.

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy, nor to contract for Work Orders or Compensation for authorized work beyond the scope of this Agreement or a Work Order.

(c) Client shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The Client's approval of any drawings, specifications, reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of 45 days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

SECTION 5. TERM AND TERMINATION

(a) Term. The term of this Agreement shall be for three (3) consecutive years. The Agreement may be renewed in two (2) successive one-year periods by a written addendum signed by both parties. Adjustments in fees or costs shall follow Section 3(f) of this agreement.

(b) This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of City which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the City.

(c) Client reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Client further reserves the right to terminate for convenience any Work Order and Consultant's performance thereunder, at any time upon written notice. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing the Work Order, together with all finished work and work in progress. The termination of a Work Order shall not terminate or be deemed to terminate this Agreement or any other Work Order issued by Client.

(d) Upon termination of this Agreement, or as applicable a Work Order, for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered to date of such termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or Client. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(e) In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of (a) the reasonable value of completed work to Client or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed, prior to date of termination.

(f) Consultant's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. SITE ACCESS

In the event the Project will require access to property not under the control of Client, Consultant and Consultant's employees and consultants shall obtain all additional necessary approval and clearances required for access to such property. Client shall assist Consultant in obtaining access to such property at reasonable times but makes no warranty or representation whatsoever regarding access to such property. Notwithstanding the foregoing, Consultant understands and agrees that entry to some property by Consultant may be subject to compliance by Consultant with the terms and conditions of an access agreement in accordance with Section 1(d) of this Agreement.

SECTION 7. DOCUMENTS AND USE OF DOCUMENTS

(a) Consultant shall provide an electronic copy on a USB Flash Drive in AutoCAD Civil 3D. The USB Flash Drive must include the linework drawing of existing features with a generated surface, filed book file for surface generation and field notes explaining all codes and linework for ground surface elevations, identification of existing surface improvements (such as curb and gutter, sidewalks, alley pans, building, fences, etc.), utility locates, centerline profile of alleys or streets, sanitary sewer manholes with invert elevations and manhole labels (the assigned manhole number shown in plan set) , sanitary sewer pipes with pipe type and diameter, control points for future staking, etc.

(b) Plans, drawings, designs, specifications, reports and all other documents prepared or provided by Consultant hereunder shall become the sole property of Client, subject to applicable federal grant requirements, and Client shall be vested with all rights therein of whatever kind and however created, whether by common law, statute or equity. Client shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data or other documents pertaining to the work to be performed under this Agreement. In no event shall Consultant publish work product developed pursuant to this Agreement except (i) with advance written consent of Client, which consent may be granted or withheld in Client's sole and absolute discretion and (ii) in full compliance with the requirements of this Agreement and applicable federal regulations.

SECTION 8. INSURANCE AND INDEMNITY

(a) Consultant agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Consultant shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the Client.

(ii) Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this Agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by him and all his subcontractors under the Agreement, to be written on a comprehensive policy

form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the Agreement, and "Completed Operations and Projects Liability" coverage.

(iii) Professional Liability Insurance with coverage of not less than $1,000,000, and with a deductible amount acceptable by the Client.

(iv) Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Consultant.

(c) Consultant agrees to hold harmless, defend and indemnify Client from and against any liability to third parties, arising out of negligent acts or omissions of Consultant, its employees, subcontractors and consultants.

SECTION 9. SUBCONTRACTS

(a) Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.

(b) Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Consultant.

(c) Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to Client prior to execution of this Agreement to induce Client to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to Client and receiving Client's consent thereto. Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

SECTION 10. MISCELLANEOUS

(a) Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Consultant or Client by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Client at City of Pueblo Waste Reclamation Facility, Attn: Wastewater Director, 1300 South Queens Ave., Pueblo, CO 81001, with a copy to the City of Pueblo Law Department, 1 City Hall Place, Pueblo, CO 81003; or to Consultant at Encompass Services, LLC, Attn: Tyler Hastings, 10901 W. 120th Avenue, Suite 400, Broomfield, CO 80021. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

(b) Entire Agreement. This instrument contains the entire agreement between Consultant and Client respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either Client or Consultant in relation thereto not expressly set forth in this instrument and its attachments is null and void. In the case of any conflict between the terms of this Agreement for Professional Services and terms of Schedule 1 or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the parties hereto and on their successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Consultant may be assigned by it without the written consent of Client, which consent may be withheld in Client's sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Consultant and by Client in accordance with the requirements of Section 4(b) of this Agreement or upon authorization of Client's governing board.

(e) Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Consultant nor its consultants shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age. Consultant shall endeavor to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or age.

(g) Severability. If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

SECTION 11. STATE-IMPOSED MANDATES PROHIBITING WORKERS WITHOUT AUTHORIZATION FROM PERFORMING WORK

(a) At or prior to the time for execution of this Agreement, Consultant shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with a "Worker Without Authorization", as that term is defined within §8-17.5-101 (9), C.R.S. (herein "Worker Without Authorization"), who will perform work under this Agreement and that the Consultant will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Consultant shall not:

(i) Knowingly employ or contract with a Worker Without Authorization to perform work under this Agreement;

(ii) Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with a Worker Without Authorization to perform work under this Agreement.

(c) The following state-imposed requirements apply to this Agreement:

(i) The Consultant shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

(ii) The Consultant is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(iii) If the Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a Worker Without Authorization to perform work under this Agreement, the Consultant shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with a Worker Without Authorization; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(iii)A. above, the subcontractor does not stop employing or contracting with the Worker Without Authorization; except that the Consultant shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a Worker Without Authorization.

(iv) The Consultant is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

(d) Violation of this Section by the Consultant shall constitute a breach of contract and grounds for termination. In the event of such termination, the Consultant shall be liable for City's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Consultant to violate any terms of participation in the E-Verify Program.

SECTION 12. PERA LIABILITY

Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall fill out the Colorado PERA Questionnaire attached hereto and submit the completed form to City as part of the signed Agreement.

(Signature Section on following page)

DocuSign Envelope ID: 8E0512E6-122B-4E4E-A100-650505B0B9B9

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By:_____
Naomi Hedden, Director of Purchasing

ENCOMPASS SERVICES, LLC

By: DocuSigned by: Tyler Hastings 70749569A4104EB...
Tyler Hastings, Vice President Civil Services

Attest:_____
City Clerk

[S E A L]

BALANCE OF APPROPRIATION EXISTS FOR THIS AGREEMENT AND FUNDS ARE AVAILABLE.

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

Attachments: Schedule 1: Scope of Services
Schedule 2: Fee Schedule
Schedule 3: Sample Work Order
Additional Information for Agreement

SCHEDULE 1 – SCOPE OF SERVICES

Excerpt from Request for Proposal dated October 8, 2021, Section 2., Addendum No. 2 dated November 3, 2021, and Communication Regarding Agreement Dated January 27, 2022

2.3 Scope of Service:

2.3.1 The firm or team of consultants will be required to provide utility locations and topographic surveys for the removal and replacement of sanitary sewer mains and any surface improvements required to do so. The consultant should attend and facilitate meetings as necessary with City staff throughout the development of each individual project. Firm must be familiar with public processes and coordinate with City staff in presenting details to City Council if required.

2.3.2 Field Requirements:

a) To include but not limited to locating sanitary sewer manholes with all inverts in and out elevations, ground surface elevations, control points for future staking, setting hubs for construction, providing cut sheets for the contractor, all existing utilities, identification of existing surface improvements such as curb and gutter, sidewalks, alley pans, buildings, fences, control points, etc. within the proposed boundary. In the field, the survey boundary shall cover a width of 30 feet along the sewer line, 15 feet on each side of the pipe axis. In the residential areas, the survey boundary shall be from property/fence lines to property/fence lines. In areas where a manhole is located at the start or end of the survey boundary, the survey shall cover the area extended 30 feet in the direction of sewer pipe axis before or after the manhole.

b) Centerline profiles of all allies or streets.

c) Each project shall start within two weeks of request and finish no later than 90 days from start ***or no later than the delivery time provided in the Work Order Fee and agreed upon with each proposal.***

2.3.3 Office Requirements:

Provide an electronic copy on a USB Flash Drive in AutoCAD Civil 3D. The USB Flash Drive must include the linework drawing of existing features with a generated surface, filed book file for surface generation and field notes explaining all codes and linework for ground surface elevations, identification of existing surface improvements (such as curb and gutter, sidewalks, alley pans, building, fences, etc.), utility locates, centerline profile of alleys or streets, sanitary sewer manholes with invert elevations and manhole labels, sanitary sewer pipes with pipe type and diameter, control points for future staking, etc.

SCHEDULE 2 – FEE SCHEDULE

Excerpt from Consultant's Proposal Submittal dated November 12, 2021, Section 1.8, Page 22

encompass

1.8 – FEE SCHEDULE

Office Personnel	**Hourly Rate**
Project Director	$160.00
Project Manager/ PLS	$155.00
Data Technician	$95.00

NOTE: Overtime rate (1.5) applied for hours worked over 40 hours per week (Office Personnel)

Field Personnel	
One-Man Survey Crew	$135.00
Two-Man Survey Crew	$165.00

NOTE: Overtime rate (1.5) applied for hours worked over 60 hours per week (Field Personnel)

Terms and Conditions

- Direct costs such as sub-consultant fees for traffic control, utility potholing, and permitting are not included and will be invoiced at cost w/ no markup.
- Project Director, Project Manager and Data Technician rates include administration costs and all software/ hardware necessary to perform the work. Rates are based on (8) hours per day/ (5) days per week/ (40) hours per week work schedule. Hours worked over (40) hours per week as requested by the City of Pueblo will be billed at a multiplier rate of 1.5x and will be considered out of the original scopeof required man-hours.
- One-Man and Two-Man Survey Crew rates include administration costs, standard PPE, 3D scanner, robotic total station, GPS/ RTK base & receiver, digital level, utility locator, vehicle, mileage, cell phone, laptop, and all survey accessories and consumables necessary to perform the work. Rates are based on (12) hours per day/ (5) days per week/ (60) hours per week work schedule. Hours worked over (60) hours per week as requested by the client will be billed at a multiplier rate of 1.5x and will be considered out of the original scopeof required man-hours.

SCHEDULE 3 – SAMPLE WORK ORDER

Excerpt from Request for Proposal dated October 8, 2021, Appendix D
(including approval of Director of Purchasing per Section 1b)

WORK ORDER

This Work Order is entered pursuant to and subject to the terms and conditions of the Professional Services Agreement dated _____, 20__ between Pueblo, a Municipal Corporation ("Client"), and _____("Consultant").

Scope of Work:

Time for Completion:

Work Order Compensation:

Approved by: _____ Dated: _____
Client: City of Pueblo, Wastewater Director

Approved by: _____ Dated: _____
Client: City of Pueblo, Director of Finance

Approved by: _____ Dated: _____
Client: City of Pueblo, Director of Purchasing

Consultant
Accepted by: _____ Dated: _____

Consultant's
Printed Name and Title: _____

Attachments: PDF Drawings/Sheets _____
Compensation Details

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
NORTHSTAR ENGINEERING AND SURVEYING, INC.

THIS AGREEMENT is made and entered this ____ day of February, 2021, by and between Pueblo, a Municipal Corporation (hereinafter referred to as "City" and/or "Client") and NorthStar Engineering and Surveying, Inc., a Colorado Corporation, (hereinafter referred to as "Consultant") for Consultant to render professional services for Client with respect to Bid 21-074 Surveying Services for Sanitary Sewer Projects and City-Wide Surveying Projects and related ancillary services, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES

(a) Consultant shall satisfactorily perform the professional surveying and related services which may be requested and approved by Client, including the following category of service:

(i) Topographic and improvement surveys as well as construction staking with respect to sanitary sewer projects including but not limited to projects for the removal and replacement of sanitary sewer mains. Survey work to include ground surface elevations, identification of existing surface improvements (such as curb and gutter, sidewalks, alley pans, building, fences, etc.), utility locates, centerline profile of alleys or streets, sanitary sewer manholes with invert elevations and manhole labels (the assigned manhole number shown in plan set), sanitary sewer pipes with pipe type and diameter, control points for future staking, setting hubs for construction, providing cut sheets for the contractor, etc. In the field, the survey boundary shall cover a width of 30 feet along the sewer line, 15 feet on each side of the pipe axis. In the residential areas, the survey boundary shall be from property/fence lines to property/fence lines. In areas where a manhole is located at the start or end of the survey boundary, the survey shall cover the area extended 30 feet in the direction of sewer pipe axis before or after the manhole ("Sanitary Sewer Survey Project").

(b) Request for services shall be initiated and documented by a written work order agreement ("Work Order" with sample attached as Schedule 3) signed by the Wastewater Director of Client and approved by the Director of Finance and Director of Purchasing. The Work Order shall set forth the work to be performed, the time for completion and the compensation, including maximum compensation, for performance of such work. Said compensation shall be approved as provided in Section 3 of this Agreement. The work to be performed under any Work Order shall be included in the "Basic Services" and "Project" as such terms are used in this Agreement and shall be subject to all terms and conditions of this Agreement. All such services shall include all usual and customary professional costs for this type of service as indicated in the Scope of Service in Section 2 of the Request for Proposal (RFP). Consultant acknowledges that the selection of Consultant by Client was pursuant to an RFP. All of the requirements of that RFP are incorporated herein by reference. If the work to be performed is a fiber repair project, it shall include and comply with the Scope of Services set forth in Section 1(a) above unless specific exceptions are provided for in the Work Order.

(c) To the extent Consultant performs any of the Project work through subconsultants or subcontractors, if previously requested and approved by the Client in each individual Work Order, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subconsultants or subcontractors as it is for services performed directly by Consultant or Consultant's employees.

(d) To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event Client has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

(e) No minimum amount of work is guaranteed under this Agreement. Client reserves the right to engage and/or contract with other parties to perform services which otherwise might be requested under this Agreement. Consultant specifically acknowledges that any Change Order may be awarded to other parties under similar agreements as this Agreement.

SECTION 2. CONSULTANT'S RESPONSIBILITIES

(a) Consultant shall be responsible for the professional quality, technical accuracy and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including drawings, reports and other services, irrespective of Client's approval of or acquiescence in same.

(b) Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses Client and Client's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

(c) Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

(d) Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant shall accomplish its work within the period of time set forth in the Work Order. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to the schedule set forth in the Work Order and perform its work in a timely manner so as not to delay Client's timetable for achievement of interim tasks and final completion of any related or dependent work.

(e) Before undertaking any work which Consultant considers beyond or in addition to the scope of the Work Order, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of the Work Order, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by Client. Client shall negotiate with the Consultant prior to authorizing any additional work; negotiated compensation shall be based upon the fee schedule set forth in Schedule 2 attached hereto and incorporated herein.

(f) Consultant shall designate a representative who shall have authority to approve and accept Work Orders on behalf of Consultant and prepare bid amounts under Section 3 of this Agreement.

SECTION 3. FEES FOR SERVICES/PAYMENT

(a) When requested by Client, Consultant shall prepare without charge to Client a bid amount for any proposed Work Order ("Work Order Compensation") which shall be based upon the fee schedule set forth in Schedule 2 and shall itemize compensation amounts and include the maximum compensation amount necessary for completion and performance of all work set forth in the Work Order. Should Client have any dispute, question, required clarification or other issue with respect to the Work Order Compensation, Consultant shall meet and confer in good faith with Client to resolve such issue. No Work Order shall be signed and issued by the Wastewater Director of Client unless and until Client approves the Work Order Compensation.

(b) Consultant shall submit periodic, but not more frequently than monthly, applications for payment for actual professional services rendered. Applications for payment shall be separately submitted for each Work Order and shall never aggregate to more than the maximum amount set forth in the Work Order. Applications for payment shall be submitted based upon the fee schedule set forth in Schedule 2 and the approved Work Order Compensation and shall contain appropriate documentation that such services have been performed and such expenses incurred. As applicable, subcontractor invoices shall be required in any payment application, and no markups for such invoiced subcontracting services shall be allowed. Thereafter, Client shall pay Consultant for the amount of the application within 45 days of the date such application is received.

(c) No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time.

(d) No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

(e) Compensation for authorized work beyond the scope of this Agreement or Work Order shall be governed by the provisions of Section 2(e).

(f) All proposed fees shall remain fixed for the term of the agreement. In the event the City exercises the provision to extend the agreement after the initial term, requests for annual increases in fees may not exceed 1) three percent (3%) or, 2) the prior year's United States Bureau of Labor Statistics Consumer Price Index (CPI), whichever of the two options is lower.

SECTION 4. CLIENT'S RESPONSIBILITIES

(a) Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, surveys, data and previous reports accessible to Client which Consultant may reasonably require.

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy, nor to contract for Work Orders or Compensation for authorized work beyond the scope of this Agreement or a Work Order.

(c) Client shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The Client's approval of any drawings, specifications, reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of 45 days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

SECTION 5. TERM AND TERMINATION

(a) Term. The term of this Agreement shall be for three (3) consecutive years. The Agreement may be renewed in two (2) successive one-year periods by a written addendum signed by both parties. Adjustments in fees or costs shall follow Section 3(f) of this agreement.

(b) This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of City which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the City.

(c) Client reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Client further reserves the right to terminate for convenience any Work Order and Consultant’s performance thereunder, at any time upon written notice. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, drawings, specifications, reports, plans,

calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing the Work Order, together with all finished work and work in progress. The termination of a Work Order shall not terminate or be deemed to terminate this Agreement or any other Work Order issued by Client.

(d) Upon termination of this Agreement, or as applicable a Work Order, for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered to date of such termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or Client. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(e) In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of (a) the reasonable value of completed work to Client or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed, prior to date of termination.

(f) Consultant's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. SITE ACCESS

In the event the Project will require access to property not under the control of Client, Consultant and Consultant's employees and consultants shall obtain all additional necessary approval and clearances required for access to such property. Client shall assist Consultant in obtaining access to such property at reasonable times but makes no warranty or representation whatsoever regarding access to such property. Notwithstanding the foregoing, Consultant understands and agrees that entry to some property by Consultant may be subject to compliance by Consultant with the terms and conditions of an access agreement in accordance with Section 1(d) of this Agreement.

SECTION 7. DOCUMENTS AND USE OF DOCUMENTS

(a) Consultant shall provide an electronic copy on a USB Flash Drive in AutoCAD Civil 3D. The USB Flash Drive must include the linework drawing of existing features with a generated surface, filed book file for surface generation and field notes explaining all codes and linework for ground surface elevations, identification of existing surface improvements (such as curb and gutter, sidewalks, alley pans, building, fences, etc.), utility locates, centerline profile of alleys or streets, sanitary sewer manholes with invert elevations and manhole labels (the assigned manhole number shown in plan set) , sanitary sewer pipes with pipe type and diameter, control points for future staking, etc.

(b) Plans, drawings, designs, specifications, reports and all other documents prepared or provided by Consultant hereunder shall become the sole property of Client, subject to applicable federal grant requirements, and Client shall be vested with all rights therein of whatever kind and however created, whether by common law, statute or equity. Client shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data or other documents pertaining to the work to be performed under this Agreement. In no event shall Consultant publish work product developed pursuant to this Agreement except (i) with advance written consent of Client, which consent may be granted or withheld in Client's sole and absolute discretion and (ii) in full compliance with the requirements of this Agreement and applicable federal regulations.

SECTION 8. INSURANCE AND INDEMNITY

(a) Consultant agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Consultant shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the Client.

(ii) Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this Agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by him and all his subcontractors under the Agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the Agreement, and "Completed Operations and Projects Liability" coverage.

(iii) Professional Liability Insurance with coverage of not less than $1,000,000, and with a deductible amount acceptable by the Client.

(iv) Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Consultant.

(c) Consultant agrees to hold harmless, defend and indemnify Client from and against any liability to third parties, arising out of negligent acts or omissions of Consultant, its employees, subcontractors and consultants.

SECTION 9. SUBCONTRACTS

(a) Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.

(b) Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Consultant.

(c) Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to Client prior to execution of this Agreement to induce Client to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to Client and receiving Client's consent thereto. Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

SECTION 10. MISCELLANEOUS

(a) Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Consultant or Client by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Client at City of Pueblo Waste Reclamation Facility, Attn: Wastewater Director, 1300 South Queens Ave., Pueblo, CO 81001, with a copy to the City of Pueblo Law Department, 1 City Hall Place, Pueblo, CO 81003; or to Consultant at NorthStar Engineering and Surveying, Inc., Attn: Michael Cuppy, 111 E. 5th Street, Pueblo, CO 81003. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

(b) Entire Agreement. This instrument contains the entire agreement between Consultant and Client respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either Client or Consultant in relation thereto not expressly set forth in this instrument and its attachments is null and void. In the case of any conflict between the terms of this Agreement for Professional Services and terms of Schedule 1 or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the parties hereto and on their successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Consultant may be assigned by it without the written consent of Client, which consent may be withheld in Client's sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Consultant and by Client in accordance with the requirements of Section 4(b) of this Agreement or upon authorization of Client's governing board.

(e) Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Consultant nor its consultants shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age. Consultant shall endeavor to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or age.

(g) Severability. If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

SECTION 11. STATE-IMPOSED MANDATES PROHIBITING WORKERS WITHOUT AUTHORIZATION FROM PERFORMING WORK

(a) At or prior to the time for execution of this Agreement, Consultant shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with a "Worker Without Authorization", as that term is defined within §8-17.5-101 (9), C.R.S. (herein "Worker Without Authorization"), who will perform work under this Agreement and that the Consultant will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Consultant shall not:

(i) Knowingly employ or contract with a Worker Without Authorization to perform work under this Agreement;

(ii) Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with a Worker Without Authorization to perform work under this Agreement.

(c) The following state-imposed requirements apply to this Agreement:

(i) The Consultant shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

(ii) The Consultant is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(iii) If the Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a Worker Without Authorization to perform work under this Agreement, the Consultant shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with a Worker Without Authorization; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(iii)A. above, the subcontractor does not stop employing or contracting with the Worker Without Authorization; except that the Consultant shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a Worker Without Authorization.

(iv) The Consultant is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

(d) Violation of this Section by the Consultant shall constitute a breach of contract and grounds for termination. In the event of such termination, the Consultant shall be liable for City's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Consultant to violate any terms of participation in the E-Verify Program.

SECTION 12. PERA LIABILITY

Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall fill out the Colorado PERA Questionnaire attached hereto and submit the completed form to City as part of the signed Agreement.

(Signature Section on following page)

DocuSign Envelope ID: 1E802432-1F45-475F-82A4-505971D43EDF

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By:_____
Naomi Hedden, Director of Purchasing

NORTHSTAR ENGINEERING AND SURVEYING, INC.

By: DocuSigned by: 04B5E1F8089F40A...
Michael Cuppy, Vice President

Attest:_____
City Clerk

[S E A L]

BALANCE OF APPROPRIATION EXISTS FOR THIS AGREEMENT AND FUNDS ARE AVAILABLE.

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

Attachments: Schedule 1: Scope of Services
Schedule 2: Fee Schedule
Schedule 3: Sample Work Order
Additional Information for Agreement

SCHEDULE 1 – SCOPE OF SERVICES

Excerpt from Request for Proposal dated October 8, 2021, Section 2., Addendum No. 2 dated November 3, 2021, and Communication Regarding Agreement Dated January 27, 2022

2.3 Scope of Service:

2.3.1 The firm or team of consultants will be required to provide utility locations and topographic surveys for the removal and replacement of sanitary sewer mains and any surface improvements required to do so. The consultant should attend and facilitate meetings as necessary with City staff throughout the development of each individual project. Firm must be familiar with public processes and coordinate with City staff in presenting details to City Council if required.

2.3.2 Field Requirements:

a) To include but not limited to locating sanitary sewer manholes with all inverts in and out elevations, ground surface elevations, control points for future staking, setting hubs for construction, providing cut sheets for the contractor, all existing utilities, identification of existing surface improvements such as curb and gutter, sidewalks, alley pans, buildings, fences, control points, etc. within the proposed boundary. In the field, the survey boundary shall cover a width of 30 feet along the sewer line, 15 feet on each side of the pipe axis. In the residential areas, the survey boundary shall be from property/fence lines to property/fence lines. In areas where a manhole is located at the start or end of the survey boundary, the survey shall cover the area extended 30 feet in the direction of sewer pipe axis before or after the manhole.

b) Centerline profiles of all allies or streets.

c) Each project shall start within two weeks of request and finish no later than 90 days from start ***or no later than the delivery time provided in the Work Order Fee and agreed upon with each proposal.***

2.3.3 Office Requirements:

Provide an electronic copy on a USB Flash Drive in AutoCAD Civil 3D. The USB Flash Drive must include the linework drawing of existing features with a generated surface, filed book file for surface generation and field notes explaining all codes and linework for ground surface elevations, identification of existing surface improvements (such as curb and gutter, sidewalks, alley pans, building, fences, etc.), utility locates, centerline profile of alleys or streets, sanitary sewer manholes with invert elevations and manhole labels, sanitary sewer pipes with pipe type and diameter, control points for future staking, etc.

SCHEDULE 2 – FEE SCHEDULE

Excerpt from Consultant's Proposal Submittal dated November 12, 2021, Section 5.0, Page 7

5.0 FEE SCHEDULE

SCHEDULE OF STANDARD TIME AND MATERIAL RATES

OFFICE ENGINEERING AND PLANNING:	
Principal	$170.00/hr.
Registered Professional Engineer (Project Manager)	$140.00/hr.
Licensed Land Surveyor (Project Manager)	$130.00/hr.
Project Engineer (EI)/Surveyor (SI)	$120.00/hr.
Engineer/Planner	$100.00/hr.
Designer / GIS	$ 90.00/hr.
AutoCAD Technician	$ 80.00/hr.
Accounting	$ 60.00/hr.
Clerical	$ 50.00/hr.
Messenger	$ 35.00/hr.
FIELD ENGINEERING AND SURVEYING:	
3-Man Survey Crew	$170.00/hr.
Overtime Rate	$200.00/hr.
2-Man Survey Crew	$150.00/hr.
Overtime Rate	$175.00/hr.
1-Man Survey Crew	$120.00/hr.
Overtime Rate	$140.00/hr.
Construction Manager	$125.00/hr.
Construction Inspector	$100.00/hr.
Survey Crew – Out of Town Drive Time	$110.00/hr.
GPS Equipment: Standard Survey Crew Rate Plus	$ 50.00/hr.
REIMBURSABLE RATES:	
Blueline Prints	$ 0.70/sq.ft.
Mylar Prints	$ 2.85/sq.ft.
Color Bond	$ 2.20/sq.ft.
Xerox Copies	$ 0.15/ea.
Color Copies (8.5x11)	$ 2.25/ea.
Large Xerox Copies	$ 2.20/ea.
SUBCONTRACTED EXPENSES AND SPECIAL EQUIPMENT:	
Mileage – Trucks and Autos	$ 0.50/mile
Direct Costs plus 15%	

NOTE: In the event Principals are involved for an extended period on a project, rates charged will be commensurate with work performed.

SCHEDULE 3 – SAMPLE WORK ORDER

Excerpt from Request for Proposal dated October 8, 2021, Appendix D
(including approval of Director of Purchasing per Section 1b)

WORK ORDER

This Work Order is entered pursuant to and subject to the terms and conditions of the Professional Services Agreement dated _____, 20__ between Pueblo, a Municipal Corporation ("Client"), and _____("Consultant").

Scope of Work:

Time for Completion:

Work Order Compensation:

Approved by: _____ Dated: _____
Client: City of Pueblo, Wastewater Director

Approved by: _____ Dated: _____
Client: City of Pueblo, Director of Finance

Approved by: _____ Dated: _____
Client: City of Pueblo, Director of Purchasing

Consultant
Accepted by: _____ Dated: _____

Consultant's
Printed Name and Title: _____

Attachments: PDF Drawings/Sheets _____
Compensation Details

City Clerk's Office Item # R-5

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: February 14, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Director of Public Works

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT CI2206 FOR ADAMS AVENUE AND JACKSON STREET ROUNDABOUT PROJECT, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: SHO M086-093 (24462), BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $900,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance creates Project No. CI2206 for Adams Avenue and Jackson Street Roundabout Project, approves an Intergovernmental Agreement ("IGA") between Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to the Adams Avenue and Jackson Street Roundabout Project, and budgets and appropriates funds from CDOT totaling $900,000 for the Project.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

This Ordinance establishes the Adams Avenue and Jackson Street Roundabout Project, CI2206. The project will provide for design and construction of a roundabout as associated improvements at the intersection of Adams Avenue and Jackson Street.

The City of Pueblo was awarded a Highway Safety Improvement Program (HSIP) grant with an overall project cost of $1,000,000. The match requirement for the federally funded grant is 10% of the entire project cost. The funds for the required match ($100,000) will be transferred to the account at a later date, prior to execution of a

design contract.

FINANCIAL IMPLICATIONS:

Funds in the amount of $900,000 will be provided by CDOT and shall be budgeted and appropriated for the project, CI2206.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from the CDOT HSIP Grant funds.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
City-State of Colorado IGA for the Adams Ave and Jackson Street Roundabout
Grant Certification

ORDINANCE NO. 10120

AN ORDINANCE ESTABLISHING PROJECT CI2206 FOR ADAMS AVENUE AND JACKSON STREET ROUNDABOUT PROJECT, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: SHO M086-093 (24462), BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $900,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Adams Avenue and Jackson Street Roundabout Project, CI2206, is hereby established.

SECTION 2.

The Intergovernmental Agreement ("IGA") between Pueblo, a Colorado municipal corporation, and State of Colorado, acting by and through the Colorado Department of Transportation, Project: SHO M086-093 (24462), Adams Ave and Jackson Street Roundabout, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Subject to encumbrances by the Colorado State Department of Transportation, funds from the Adams Avenue and Jackson Street Roundabout Project (SHO M086-093 (24462)) in the amount of $900,000 are hereby budgeted and appropriated for the Adams Ave and Jackson St Roundabout Project, No. CI2206.

SECTION 4.

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

SECTION 5.

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

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 February 14, 2022 .

Final adoption of Ordinance by City Council on February 28, 2022 .

President of City Council

Action by the Mayor:

☒ Approved on March 2, 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

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
Signature and Cover Page

State Agency Department of Transportation			**Agreement Routing Number** 22-HA2-XC-00014
Local Agency CITY OF PUEBLO			**Agreement Effective Date** The later of the effective date or January 10, 2022
Agreement Description Adams Ave. and Jackson St. Roundabout			**Agreement Expiration Date** January 09, 2032
Project # SHO M086-093 (24462)	**Region #** 2	**Contract Writer** GMD	**Agreement Maximum Amount** $1,000,000.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY CITY OF PUEBLO _____ Signature _____ By: Nick Gradisar, Mayor of City of Pueblo Date: _____	**STATE OF COLORADO** Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Stephen Harelson, P.E., Chief Engineer Date: _____
Attested By: _____ Signature _____ By: (Marisa Stoller, City Clerk Date: _____	**LEGAL REVIEW** Philip J. Weiser, Attorney General _____ Assistant Attorney General _____ By: (Print Name and Title) Date: _____

In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation

Effective Date: _____

TABLE OF CONTENTS

1. PARTIES 2
2. TERM AND EFFECTIVE DATE 2
3. AUTHORITY 4
4. PURPOSE 4
5. DEFINITIONS 4
6. SCOPE OF WORK 7
7. PAYMENTS 11
8. REPORTING - NOTIFICATION 15
9. LOCAL AGENCY RECORDS 16
10. CONFIDENTIAL INFORMATION-STATE RECORDS 16
11. CONFLICTS OF INTEREST 18
12. INSURANCE 18
13. BREACH 20
14. REMEDIES 20
15. DISPUTE RESOLUTION 22
16. NOTICES AND REPRESENTATIVES 22
17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION 22
18. GOVERNMENTAL IMMUNITY 24
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM 24
20. GENERAL PROVISIONS 24
21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) 26
22. FEDERAL REQUIREMENTS 28
23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 28
24. DISPUTES 28

EXHIBIT A, SCOPE OF WORK
EXHIBIT B, SAMPLE OPTION LETTER
EXHIBIT C, FUNDING PROVISIONS (Budget)
EXHIBIT D, LOCAL AGENCY RESOLUTION
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS
EXHIBIT N, FEDERAL TREASURY PROVISIONS
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM
EXHIBIT R, APPLICABLE FEDERAL AWARDS
EXHIBIT S, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement ("Local Agency"), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the "State" or "CDOT"). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase ("Phase Performance Period(s)"). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e**., or the expiration of "Special Funding" if applicable, whichever is sooner. The State's obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term and Extension

The Parties' respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on January 09, 2032 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this ARPA Award Letter by providing Local Agency with an updated ARPA Award Letter showing the new ARPA Expiration Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit C.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i.**

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the "Fixing America's Surface Transportation Act" (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the "Federal Provisions"), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration ("FHWA").

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Agreement Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

C. "**ARPA**" means American Rescue Plan Act, funded by the US Treasury Department. See "SLFRF" below.

D. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

E. "**Budget**" means the budget for the Work described in **Exhibit C**.

F. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..

G. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

H. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

I. "**Consultant**" means a professional engineer or designer hired by Local Agency to design the Work Product.

J.. "**Contractor**" means the general construction contractor hired by Local Agency to construct the Work.

K. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

L. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.

M. "**Evaluation**" means the process of examining Local Agency's Work and rating it based on criteria established in **§6, Exhibit A** and **Exhibit E**.

N. "**Exhibits**" means the following exhibits attached to this Agreement:

i. **Exhibit A**, Scope of Work.

ii. **Exhibit B**, Sample Option Letter.

iii. **Exhibit C**, Funding Provisions

iv. **Exhibit D**, Local Agency Resolution

v. **Exhibit E**, Local Agency Contract Administration Checklist

vi. **Exhibit F**, Certification for Federal-Aid Contracts

vii. **Exhibit G**, Disadvantaged Business Enterprise

viii. **Exhibit H**, Local Agency Procedures for Consultant Services

ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts

x. **Exhibit J**, Additional Federal Requirements

xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions

xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form

xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance")

xiv. **Exhibit N**, Federal Treasury Provisions

xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds

xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report

xvii. **Exhibit Q**, SLFRF Reporting Modification Form

xviii. **Exhibit R**, Applicable Federal Awards

xix. **Exhibit S**, Checklist of Required Exhibits Dependent on Funding Source

O. "**Extension Term**" means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.

P. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

Q. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.

R. "**FHWA**" means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation's highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

S. "**Goods**" means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

T. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

U. "**Initial Term**" means the time period defined in **§2.B**

V. "**Matching Funds**" means the funds provided by the Local Agency as a match required to receive the federal funding.

W. "**Notice to Proceed**" means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.

X. "**OMB**" means the Executive Office of the President, Office of Management and Budget.

Y. "**Oversight**" means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.

Z. "**Party**" means the State or Local Agency, and "**Parties**" means both the State and Local Agency.

AA. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

BB. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

CC. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.

DD. "**Recipient**" means the Colorado Department of Transportation (CDOT) for this Federal Award.

EE. "**Services**" means the services to be performed by Local Agency as set forth in this Agreement, and shall include any services to be rendered by Local Agency in connection with the Goods.

FF. **"SLFRF**" means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.

GG. "**Special Funding**" means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Tansportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.

HH. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.

II. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).

JJ. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

KK. **"State Purchasing Director"** means the position described in the Colorado Procurement Code and its implementing regulations.

LL. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

MM. "**Sub-Award**" means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

NN. "**Subcontractor**" means third-parties, if any, engaged by Local Agency to aid in performance of the Work.

OO. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

PP. "**Tax Information**" means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.

QQ."**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

RR. "**Work**" means the delivery of the Goods and performance of the Services in compliance with CDOT's Local Agency Manual described in this Agreement.

SS. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement.

Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the period of performance for a phase of Work authorized under this Agreement. To exercise this phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B.** The State's unilateral extension of phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

a. Perform or provide the Plans to the extent required by the nature of the Work.

b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.

c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.

d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.

e. Stamp the Plans as produced by a Colorado registered professional engineer.

f. Provide final assembly of Plans and all other necessary documents.

g. Ensure the Plans are accurate and complete.

h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".

b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.

c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:

1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.

2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.

3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.

4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.

5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b)and (d).

6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:

(a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

(b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

(c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.

(d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.

b. Local Agency shall be responsible for the following:

1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).

2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).

(a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).

(b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within 3 working days after they are publicly opened.

(c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.

(d) The requirements of §6.A.iii.b.2 also apply to any advertising and bid awards made by the State.

(e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.

b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.

c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual

(located at http://www.codot.gov/business/manuals/right-of-way); however, the State always retains oversight responsibilities.

d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:

1) Right of way acquisition (3111) for federal participation and non-participation;

2) Relocation activities, if applicable (3109);

3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.

b. Obtain the railroad's detailed estimate of the cost of the Work.

c. Establish future maintenance responsibilities for the proposed installation.

d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.

e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in **§7.F.vi.**

B. State's Commitments

i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.

ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.

b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds

constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.

b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A**.).

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Local Agency shall provide matching funds as provided in **§7.A**. and **Exhibit C**. Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D**. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§7**. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and

approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A.** Such Option Letters may not modify the other terms and conditions stated in this Agreement, and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also issue a unilateral Option Letter to simultaneously increase and decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Extend Agreement/Phase Term. The State, at its discretion, shall have the option to extend the performance of this Agreement and/or update a Work phase Performance Period. Any updated version of Exhibit C shall be attached to any executed Option Letter as Exhibit C-1 (with subsequent exhibits

labeled C-2, C-3, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

v. Option to Extend Agreement/Phase Term of ARPA Award. The Terms of ARPA Award can be extended for a maximum of one (1) year. Any updated version of Exhibit C shall be attached to any executed Option Letter as Exhibit C-1 (with subsequent exhibits labeled C-2, C-3, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**. This one (1) year limit only applies to the ARPA portion of the Award. Other types of funding can be extended with an Option Letter as stated above.

vi. Option to Extend the End of Term of ARPA Award. The End Term of ARPA Award can be extended for a maximum of two (2) months. Any updated version of Exhibit C shall be attached to any executed Option Letter as Exhibit C-1 (with subsequent exhibits labeled C-2, C-3, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**. This two (2) month limit only applies to the ARPA portion of the Award. Other types of funding can be extended with an Option Letter as stated above.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out the SLFRF portion of this Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to **§19** or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five (5) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of Exhibit P.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10

days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§16**.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Local Agency shall permit the State to audit, inspect, examine, excerpt, copy, and transcribe Local Agency Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without

limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurace covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidental Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringment of right to privacy rights through improper use or disclosure of protect consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency

and Local Agency shall forward such notice to the State in accordance with **§16** within 7 days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12**.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§14** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B,** shall have all of the remedies listed in this **§14.A.** in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the

State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State **(a)** secure that right to use such Work for the State or Local Agency; **(b)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(c)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§13.B** and the dispute resolution process in **§15** shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§16** without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Don Scanga, Local Agency Coordinator
5615 Wills Blvd.
Pueblo, CO 81008
719-621-8340
donald.scanga@state.co.us

For the Local Agency

CITY OF PUEBLO
Kelly Grisham, Project Engineer
211 East D Street
Pueblo, CO 81003
719-553-2254
kgrisham@pueblo.us

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as

set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is $100,000 or greater, either on the Effective Date or at anytime thereafter, this **§19** shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under

the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. Colorado Special Provisions in the main body of this Agreement.
ii. The provisions of the other sections of the main body of this Agreement.
iii **Exhibit A**, Statement of Work.
iv. **Exhibit C**, Funding Provisions.
v. **Exhibit N**, Federal Treasury Provisions.
vi. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
vii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
viii. **Exhibit Q**, SLFRF Reporting Modification Form.
ix. **Exhibit B**, Sample Option Letter.
x. **Exhibit D**, Local Agency Resolution.
xi. **Exhibit E**, Local Agency Contract Administration Checklist.
xii. Other exhibits in descending order of their attachment.
xiii. **Exhibit S**, Checklist of Required Exhibits Dependent on Funding Source.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

N. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

Local Agency shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq*., C.R.S. Local Agency shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at https://www.w3.org/TR/WCAG21/.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq*., C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq*., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

Revised 11-1-18

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as Exhibit F, Exhibit I, Exhibit J, Exhibit K and Exhibit M are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of Exhibit G and Local Agency Contract Administration Checklist regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

24. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with

decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT A

SCOPE OF WORK

Name of Project: Adams Ave. and Jackson St. Roundabout

Project Number: SHO M086-093

SubAccount #: 24462

1. **General Description**
   The local agency shall be responsible for design and construction of a roundabout at the intersection of Adams Ave and Jackson St, Project M086-93 (24462). The additional construction will consist of sidewalk, curb and gutter, handicap ramps, and medians were required.

2. **Definitions**

3. **Personnel**
   - **3.1. Responsible Administrator.**
     The Local Agency's performance hereunder shall be under the direct supervision of the project manager identified in §16 of the Agreement.
   - **3.2. Replacement**
     The Local Agency shall immediately notify the State if any key personnel cease to serve and seek its approval. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change would take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct the Local Agency to suspend performance on the Work until such time as their replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Agreement.

4. **Administrative Requirements**
   At all times from the effective date of this Agreement until completion of the Work, the Local Agency shall maintain properly segregated books of State Agreement funds, matching funds, and other funds associated with the Work. All receipts and expenditures associated with said Work shall be documented in a detailed and specific manner, and shall accord with the Work Budget set forth herein.

5. **Monitoring**
   The State shall monitor this Work on an as-needed basis. The State may choose to audit the business activities performed under this Agreement. The Local Agency shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in

any manner to the operation of activities undertaken pursuant to an executed Agreement. Such books and records shall contain documentation of the participant's pertinent activity under this Agreement in a form consistent with good accounting practice.

If ARPA funds are used all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT by March 31, 2027.

If this project is funded with Multimodal Transportation & Mitigation Options Funding (MMOF) these funding expenditures must be invoiced by June 1st of the year they expire.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT B

SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code	**Original Agreement #**	

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the performance of this Agreement and/or update a Work Phase Performance Period.

Option to unilaterally extend the Agreement/Phase Term of ARPA Award.

Option to unilaterally extend the End of Term of ARPA Award.

Option A
In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by $0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B
In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C
In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D
In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the performance of this Agreement and/or update a Work Phase Performance Period.

The total encumbrance as a result of this option and all previous options and/or amendments is now $0.00, as referenced in **Exhibit C-1**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: as referenced in **Exhibit C-1**.

Option E
In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to extend Agreement/Phase Term of SLFRF funds. The Terms of SLFRF funds can be extended for a maximum of one (1) year. This one (1) year limit only applies to the SLFRF portion of the funds. Any extensions must be pursuant to the requirements of ARPA. Other types of funding can be extended with an Option Letter as stated above. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option F
In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to extend the End of Term of SLFRF funds. The End Term of SLFRF funds can be extended for a maximum of two (2) months. This two (2) month limit only applies to the SLFRF portion of the funds. Any extensions must be pursuant to the requirements of ARPA. Other types of funding can be extended with an Option Letter as stated above. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By:_____
Stephen Harelson, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date:_____

EXHIBIT C
FUNDING PROVISIONS

EXHIBIT C – FUNDING PROVISIONS **Project #: SHO M086-093 (24462)**

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be $1,000,000.00, which is to be funded as follows:

1.	**BUDGETED FUNDS**	
a.	Federal Funds (90.00% of Award Costs)	$900,000.00
b.	Local Agency Matching Funds (10.00% of Award Costs)	$100,000.00
	TOTAL BUDGETED FUNDS	$1,000,000.00
2.	**OMB UNIFORM GUIDANCE**	
a.	Federal Award Identification Number (FAIN):	TBD
b.	Federal Award Date (also Phase Performance Start Date):	See Below
c.	Amount of Federal Funds Obligated:	$0.00
d.	Total Amount of Federal Award:	$900,000.00
e.	Name of Federal Awarding Agency:	FHWA
f.	CFDA # Highway Planning and Construction	CFDA 20.205
g.	Is the Award for R&D?	No
h.	Indirect Cost Rate (if applicable)	N/A
3.	**ESTIMATED PAYMENT TO LOCAL AGENCY**	
a.	Federal Funds Budgeted	$900,000.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	$0.00
	TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	$900,000.00
4.	**FOR CDOT ENCUMBRANCE PURPOSES**	
a.	Total Encumbrance Amount	$1,000,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
	Net to be encumbered as follows:	$1,000,000.00

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

WBS Element 24462.10.30	**Performance Period Start*/End Date** TBD / TBD	Design	3020	$0.00
WBS Element 24462.20.10	**Performance Period Start*/End Date** TBD / TBD	Const.	3301	$0.00

***The Local Agency should not begin work until all three of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three milestones are achieved will not be reimbursable.**

B. Matching Funds

The matching ratio for the federal funds for this Work is 90.00% federal-aid funds to 10.00% Local Agency funds, it being understood that such ratio applies only to the $1,000,000.00 that is eligible for federal funds, it being further understood that all additional costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $1,000,000.00, and additional federal funds are made available for the Work, the Local Agency shall pay 10.00% of all such costs eligible for federal funds and 100% of all additional costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $1,000,000.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State. **This applies to the entire scope of Work**.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $900,000.00 (for CDOT accounting purposes, the federal funds of $900,000.00 and the Local Agency matching funds of $100,000.00 will be encumbered for a total encumbrance of $1,000,000.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award. The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the federal Award funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work**.

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than $750,000

If the Local Agency expends less than $750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of $750,000 or more-Highway Funds Only

If the Local Agency expends $750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of $750,000 or more-Multiple Funding Sources

If the Local Agency expends $750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

Exhibit E

LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST

COLORADO DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

Project No.	STIP No.	Project Code	Region
M086 093		24462	2

Project Location	Date
Intersection of Adams Ave. and Jackson St.	6/3/2021

Project Description
Adams Ave. and Jackson St. Roundabout

Local Agency	Local Agency Project Manager
City of Pueblo	Kelly Grisham
CDOT Resident Engineer Lachelle Davis	CDOT Project Manager Don Scanga

INSTRUCTIONS:
This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the *CDOT Local Agency Manual*.

The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The “X” denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a “#” will denote that CDOT must concur or approve.

Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:
Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consist with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463	X	X
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement	X	
5.4	Conduct Design Scoping Review Meeting	X	
5.5	Conduct Public Involvement	X	
5.6	Conduct Field Inspection Review (FIR)	X	
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	
5.9	Obtain Utility and Railroad Agreements	X	
5.10	Conduct Final Office Review (FOR)	X	
5.11	Justify Force Account Work by the Local Agency	X	
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
5.13	Document Design Exceptions - CDOT Form 464	X	
5.14	Prepare Plans, Specifications and Construction Cost Estimates	X	
5.15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)		X
6.2	Determine Applicability of Davis-Bacon Act This project ☐ is X is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Lachelle Davis 6/3/2021 CDOT Resident Engineer (Signature on File) Date		X
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than $1 million (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances	X	
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7.2	Advertise for Bids	X	
7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7.5	Open Bids	X	
7.6	Process Bids for Compliance		
	Check CDOT Form 715 - Certificate of Proposed Underutilized DBE Participation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 718 - Underutilized DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract	X	
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor	X	
8.2	Project Safety	X	X
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B)	X	
	Pre-survey • Construction staking • Monumentation	 X X	
	Partnering (Optional)	X	
	Structural Concrete Pre-Pour (Agenda is in *CDOT Construction Manual)*	X	
	Concrete Pavement Pre-Paving (Agenda is in *CDOT Construction Manual)*	X	
	HMA Pre-Paving (Agenda is in *CDOT Construction Manual)*	X	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8.5	Supervise Construction		

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Charles Roy. 719-553-2271 Local Agency Professional Engineer or Phone number CDOT Resident Engineer	X	
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
	Construction inspection and documentation	X	
8.6	Approve Shop Drawings	X	
8.7	Perform Traffic Control Inspections	X	
8.8	Perform Construction Surveying	X	
8.9	Monument Right-of-Way	X	
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates Provide the name and phone number of the person authorized for this task. Charles Roy 719-553-2271 Local Agency Representative Phone number	X	
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
8.12	Prepare and Authorize Change Orders	X	
8.13	Submit Change Order Package to CDOT	X	
8.14	Prepare Local Agency Reimbursement Requests	X	
8.15	Monitor Project Financial Status	X	
8.16	Prepare and Submit Monthly Progress Reports	X	
8.17	Resolve Contractor Claims and Disputes	X	
8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Don Scanga 719-546-5434 CDOT Resident Engineer Phone number		X
MATERIALS			
9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required **prior to** installation of steel	X	
9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	 X X	X
9.3	Perform Project Acceptance Samples and Tests	X	
9.4	Perform Laboratory Verification Tests	X	
9.5	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	X X X X	
9.6	Approve Sources of Materials	X	
9.7	Independent Assurance Testing (IAT), Local Agency Procedures ☐ CDOT Procedures X • Generate IAT schedule • Schedule and provide notification • Conduct IAT	 X X X	
9.8	Approve mix designs • Concrete • Hot mix asphalt	 X X	
9.9	Check Final Materials Documentation	X	
9.10	Complete and Distribute Final Materials Documentation	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	**X**	
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	**X**	
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	**X**	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	**X**	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire	**X**	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	**X**	
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	**X**	
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		**X**
11.2	Write Final Project Acceptance Letter	**X**	
11.3	Advertise for Final Settlement	**X**	
11.4	Prepare and Distribute Final As-Constructed Plans	**X**	
11.5	Prepare EEO Certification	**X**	
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	**X**	
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	**X**	
11.8	Obtain CDOT Form 17 from the Contractor and Submit to the Resident Engineer	**X**	
11.9	Obtain FHWA Form 47 - Statement of Materials and Labor Used … from the Contractor	**X**	
11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		**X**
11.11	Process Final Payment		**X**
11.12	Complete and Submit CDOT Form 950 - Project Closure		**X**
11.13	Retain Project Records for Six Years from Date of Project Closure		**X**
11.14	Retain Final Version of Local Agency Contract Administration Checklist	**X**	

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G
DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or its the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency upon request: Business

Programs Office

Colorado Department of Transportation 2829 West Howard Place

Denver, Colorado 80204

Phone: (303) 757-9007

REQUIRED BY 49 CFR PART 26

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states "The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost" and according to 23 CFR 172.5 "Price shall not be used as a factor in the analysis and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.

2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.

3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.

4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.

6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.

7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

a. Qualifications,

b. Approach to the Work,

c. Ability to furnish professionalservices.

d. Anticipated design concepts, and

e. Alternative methods of approach for furnishing the professional services. Evaluation factors for final selection are the consultant's:

a. Abilities of their personnel,

b. Past performance,

c. Willingness to meet the time and budgetrequirement,

d. Location,

e. Current and projected work load,

f. Volume of previously awarded contracts, and

g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than $50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the- job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

a. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

b. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

c. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of- way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.
Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis- Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements.

It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S.DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal- aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and
7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENTPREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by thecontract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROLACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below.

18 U.S.C. 1020 reads as follows:

The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph(a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of $10,000 by the Local Agencys and their contractors or the Local Agencys).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of $2,000 awarded by the Local Agencys and the Local Agencys when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of $100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land or other aid. The Local Agency shall also include the following in all contract advertisements:

> *The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.*

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____

(***Name of Recipient***)

by_____

(***Signature of Authorized Official***)

DATED_____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), the Regulations for the Administration of (***Name of Appropriate Program***), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT K
FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. **"Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

1.1.1. Grants;
1.1.2. Contracts;
1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
1.1.4. Loans;
1.1.5. Loan Guarantees;
1.1.6. Subsidies;
1.1.7. Insurance;
1.1.8. Food commodities;
1.1.9. Direct appropriations;
1.1.10. Assessed and voluntary contributions; and
1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award ***does not*** include:

1.1.12. Technical assistance, which provides services in lieu of money;
1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
1.1.14. Any award classified for security purposes; or
1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. **"Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in **§1.1.1** through **1.1.11** above.

1.3. **"Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
1.5.2. A foreign public entity;
1.5.3. A domestic or foreign non-profit organization;

1.5.4. A domestic or foreign for-profit organization; and

1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. **"Executive"** means an officer, managing partner or any other employee in a management position.

1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.

1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

1.15.1. Salary and bonus;

1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

1.15.4. Change in present value of defined benefit and actuarial pension plans;

1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. "**Transparency Act**" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17 "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

   3.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

   3.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

   4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

   4.2. In the preceding fiscal year, Contractor received:

      4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

      4.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

   4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in **§2** above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1 Subrecipient's DUNS Number as registered in **SAM**.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

CDOT SUBRECIPIENT RISK ASSESSMENT	Date:	
Name of Entity (Subrecipient):		
Name of Project / Program:		
Estimated Award Period:		
Entity Executive Director or VP:		
Entity Chief Financial Officer:		
Entity Representative for this Self Assessment:		

	Instructions: (See "Instructions" tab for more information) *1. Check only one box for each question. All questions are required to be answered.* *2. Utilize the "Comment" section below the last question for additional responses.* *3. When complete, check the box at the bottom of the form to authorize.*	Yes	No	N/A
EXPERIENCE ASSESSMENT		**Yes**	**No**	**N/A**
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐	
2	Is this funding program new for your entity (managed for less than three years)? *Examples of funding programs include CMAQ, TAP, STP-M, etc.*	☐	☐	
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐	
MONITORING/AUDIT ASSESSMENT		**Yes**	**No**	**N/A**
4	Has your entity had an on-site project or grant review from an external entity *(e.g., CDOT, FHWA)* within the last three years?	☐	☐	☐
5	a) Were there non-compliance issues in this prior review?	☐	☐	☐
	b) What were the number and extent of issues in prior review?	☐ *1 to 2*	☐ *> 3*	☐
OPERATION ASSESSMENT		**Yes**	**No**	**N/A**
6	Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? *If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.*	☐	☐	
FINANCIAL ASSESSMENT		**Yes**	**No**	**N/A**
7	a) Does your entity have an indirect cost rate that is approved and current?	☐	☐	
	b) If Yes, who approved the rate, and what date was it approved?			
8	Is this grant/award 10% or more of your entity's overall funding?	☐ *>10%*	☐ *<10%*	
9	Has your entity returned lapsed* funds? **Funds "lapse" when they are no longer available for obligation.*	☐	☐	☐
10	Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐	☐
11	What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?			

	INTERNAL CONTROLS ASSESSMENT	Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? *(e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.*	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? *If Yes, in the comment section, please explain your current process for reviewing costs.*	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥6	☐ 2 to 5	☐ < 2
	IMPACT ASSESSMENT	**Yes**	**No**	**N/A**
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? *If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)*	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? *Response options:* ***YES** = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form.* ***NO** = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section.* ***N/A** = Check if have no violations.*	☐	☐	☐
	PROGRAM MANAGEMENT ASSESSMENT	**Yes**	**No**	**N/A**
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? *If Yes, please submit with this form.*	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? *If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)*	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? *If Yes, please submit with this form.*	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? *If Yes, please submit with this form.*	☐	☐	☐

	d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. *If Yes, please submit with this form.*	☐	☐	☐
	e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project *(Buy America requirements)? If Yes, please submit with this form.*	☐	☐	☐

Comments *- As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.*

☐ ***By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.***

Tool Version: v2.0 (081816)

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and AuditRequirements for Federal Awards ("Uniform Guidance"), Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meaningsascribed to them below.

1.1. "Award" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditionsof the Federal Award specifically indicate otherwise. 2 CFR §200.38

1.2. "Federal Award" means an award of Federal financial assistance or a cost-reimbursement contract underthe Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

1.3."Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient. 2CFR §200.37

1.4. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

1.5. "Grant" or "Grant Agreement" means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual,a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR§200.51.

1.6. "OMB" means the Executive Office of the President, Office of Management andBudget.

1.7. "Recipient" means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86

1.8. "State" means the State of Colorado, acting by and through its departments, agencies and institutions ofhigher education.

1.9. "Subrecipient" means a non-Federal entity receiving an Award from a Recipient to carry out part of aFederal program. The term does not include an individual who is a beneficiary of such program.

1.10. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to

Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.11. "Uniform Guidance Supplemental Provisions" meansthese Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado StateController.

2. Compliance. Subrecipient shall comply with all applicable provisions ofthe Uniform Guidance, including but notlimited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of suchrevisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. Procurement Standards.

3.1 Procurement Procedures. Subrecipient shall use its own documented procurement procedures which reflectapplicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

3.2 Procurement of Recovered Materials. If Subrecipient is a State Agency or an agency of a politicalsubdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in theEPA guidelines.

4. Access to Records. Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

5. Single Audit Requirements. If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant tothe Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

5.1 Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514(Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be electedfor research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

5.2 Exemption. If Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except

as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when duein accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by UniformGuidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of thefollowing applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments
under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice inconspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965,and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuantthereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may

be canceled, terminated or suspendedin whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuantto section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction,the contractor may request the United States to enter into such litigation to protect the interests of the United States."

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractorsmust be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40
U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is other wise entitled.
The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and anyimplementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Actas amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220)must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFRpart 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, oran employee of a member of Congress in connection with obtaining any Federal contract, grant or any otheraward covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. Certifications. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level ofactivity or effort was not carried out, the amount of the Award must be adjusted.

7.1 Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute anevent of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

8. Effective Date. The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

9. Performance Measurement. The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help theFederal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Exhibit N

Federal Provisions

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

2.1.3. "Entity" means:

2.1.3.1. a Non-Federal Entity;

2.1.3.2. a foreign public entity;

2.1.3.3. a foreign organization;

2.1.3.4. a non-profit organization;

2.1.3.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.3.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.3.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.3.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.4. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.5. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.6. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.7. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.8. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.9. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.10. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.10.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.10.2. Is not organized primarily for profit; and

2.1.10.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.11. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.12. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.13. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.14. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.15. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.16. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.16.1. Salary and bonus;

2.1.16.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.16.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.16.4. Change in present value of defined benefit and actuarial pension plans;

2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.16.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.17. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. DUNS. Grantee shall provide its DUNS number to its Prime Recipient, and shall update Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC1: Public Health

COVID-19 Vaccination (EC 1.1) and COVID-19 Testing (EC 1.2)

a. Description of metrics for disadvantaged communities served.

Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.) (EC 1.4), Mental Health Services (EC 1.10) and Substance Use Substances (1.11)

a. Measurement of the metric.

Payroll for Public Health and Safety Employees (EC 1.9)

a. Number of governmental FTEs responding to COVID-19 supported under this authority

Public Health Project-Specific Reporting Requirements (EC1)

a. Unique requirement(s), if applicable

EC2: Negative Economic Impacts

Household Assistance (EC 2.1-2.5)

a. Description of metrics for disadvantaged communities served.
b. Measurement of the metric.
c. Number of households served (by program if recipient establishes multiple separate household assistance programs).

Household Assistance (EC 2.2 & 2.5)

a. Number of people or households receiving eviction prevention services (including legal representation)
b. Number of affordable housing units preserved or developed.

Unemployment Benefits or Cash Assistance to Unemployed Workers (EC 2.6)

a. Measurement of the metric.

Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives) (EC 2.7)

a. Description of the metrics for disadvantaged communities served.
b. Measurement of the metric.

Small Business Economic Assistance (EC 2.9)

a. Description of the metrics for disadvantaged communities served.
b. Measurement of the metric.
c. Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)

Aid to Nonprofit Organizations (EC 2.10)

a. Measurement of the metric.

Other Economic Support (EC 2.13)

a. Description of the metrics for disadvantaged communities served.
b. Measurement of the metric.

Rehiring Public Sector Staff (EC 2.14)

a. Number of FTEs rehired by governments under this authority

Negative Economic Impacts Project-Specific Reporting Requirements (EC2)

a. Number of workers enrolled in sectoral job training programs
b. Number of workers completing sectoral job training programs
c. Number of people participating in summer youth employment programs
d. Unique requirement(s), if applicable

EC3: Services to Disproportionately Impacted Communities

Education Assistance: Early Learning (EC 3.1), Education Assistance: Aid to High-Poverty Districts (EC 3.2) Education Assistance: Academic Services (EC 3.3), Education Assistance: Social, Emotional, and Mental Health Services (EC 3.4), and Education Assistance: Other (EC 3.5)

a. Description of metrics for disadvantaged communities served.
b. Measurement of the metric.
c. National Center for Education Statistics ("NCES") School ID or NCES District ID
d. Number of students participating in evidence-based tutoring programs

Housing Childhood Environments (EC 3.6-3.9)

a. Number of children served by childcare and early learning (preschool/pre-K/ages 3-5)
b. Number of families served by home visiting.

Healthy Childhood Environments: Child Care (EC 3.6), Healthy Childhood Environments: Home Visiting (EC 3.7), Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System (EC 3.8), Healthy Childhood Environments: Other (EC 3.9), Housing Support: Affordable Housing (EC 3.10), Housing Support: Services for Unhoused Persons (EC 3.11), Housing Support: Other Housing Assistance (EC 3.12), Social Determinants of Health: Other (EC 3.13), Social Determinants of Health: Community Health Workers or Benefits Navigators (EC 3.14), Social Determinants of Health: Community Violence Interventions (EC 3.16)

a. Description of the metrics for disadvantaged communities served.
b. Measurement of the metric.

Housing Support (EC 3-10-3.12)

c. Number of people or households receiving eviction prevention services (including legal representation)
d. Number of affordable housing units preserved or developed.

Social Determinants of Health: Lead Remediation (EC 3.15)

a. Description of metrics for disadvantaged communities served.
b. Measurement of the metric.

Services to Disproportionately Impacted Communities Project-Specific Reporting Requirements (EC3)

a. Unique requirement(s), if applicable

EC4: Premium Pay

Premium Pay (both Public Sector EC 4.1 and Private Sector EC 4.2)

a. Number of workers served

Premium Pay Project-Specific Reporting Requirements (EC3)

a. Unique requirement(s), if applicable

EC5: Infrastructure

All infrastructure projects (EC 5)

a. Projected/Actual construction start date (month/year)
b. Projected/Actual initiation of operations date (month/year)
c. Location (for broadband, geospatial location data)
d. Description of how the project contributes to addressing climate change

Water and sewer projects (EC 5.1-5.15)

a. National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b. Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

Broadband projects (EC 5.16-5.17)

a. Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100Mbps download and upload speeds
    a. If the project is not designed to reliability meet or exceed symmetrical 100Mbps speeds, explain why not and:
    b. Confirm project design to meet or exceed 100 Mbps download and between 20 and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps upload and download speed.
b. Additional programmatic data requirements will be issued by US Treasury in July 2022 for broadband projects, and agencies may be required to report on additional metrics, including, but not limited to:
    a. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
    b. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least

25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

c. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

<u>Infrastructure Project-Specific Reporting Requirements (EC5)</u>

a. Unique requirement(s), if applicable

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient DUNS Number;

8.1.2.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization DUNS Number;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's DUNS Number as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is only applicable to EC 1.1, 1.2, 2.1, 2.2, 2.3, 2.4, 2.5, 2.7, 2.9, 2.13, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, and 3.16.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is only applicable to EC 1.4, 1.10, 1.11, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.9, 2.10, 2.13, 3.1, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, and 3.16.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the negative economic impacts of COVID-19. This requirement is only applicable to EC 2.1, 2.2, 2.3, 2.4, 2.5, 2.9, 2.11, and 2.12. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, for whom premium pay would increase total pay above 150 percent of their residing State's average annual wage, or their residing county's average annual wage, whichever is higher, on an annual basis include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5), narrative identifying the projected construction start date (month/year), projected initiation of operations date

(month/year), and location (for broadband, geospatial location data). For projects over $10 million:

8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.8.2. Whether the project prioritizes local hires.

8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit O and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

      viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;

iii. The Government Accountability Office;
iv. A Treasury employee responsible for Agreement or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. **SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**

1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: https://osc.colorado.gov/grants/american-rescue-plan-act

EXHIBIT Q
SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:			Agreement No:		
Project Title:			Project No:		
Project Duration:	To:		From:		
State Agency:	CDOT				

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	**Project Number**	**Reporting Requirement**

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

_____ _____

Local Agency Date

_____ _____

CDOT Program Manager Date

EXHIBIT R
APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S

CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓

EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓

GRANT CERTIFICATION

To: Heather Graham, President of the City Council
Nicholas Gradisar, Mayor

Re: CDOT Highway Safety Improvement Program (HSIP) Grant

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

Name (print) Kelly Grisham 1/18/222
Date

Title: Senior Planner

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: February 14, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Director of Public Works

SUBJECT: AN ORDINANCE APPROVING AMENDMENT #2 TO THE INTERGOVERNMENTAL AGREEMENT, TAP M086-082 (22971) BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE STATE OF COLORADO, THE COLORADO DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves Amendment #2 to the Intergovernmental Agreement ("IGA"), TAP M086-082 between Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to the Northern Avenue Streetscape / Trail Phase III Project.

PREVIOUS COUNCIL ACTION:

Ordinance 9600 dated November 25, 2019, transferred funds in the amount of $125,000 from the 2019 Highway User Tax Fund ("HUTF") balance to Project HU1601 and budgeted and appropriated $125,000 for the Traffic Signal Northern and Prairie Project.

Ordinance 9666 dated February 24, 2020, established project PL2003, which approved an IGA between City of Pueblo and CDOT, transferred $125,000 from project HU1601 to project PL2003, and budgeted and appropriated funds in the amount of $625,000 for the Northern Avenue Streetscape / Trail Phase III Project.

Resolution 14465 dated August 24, 2020, approved an agreement for professional engineering services between the City of Pueblo and Short Elliott Hendrickson, Inc., in the amount of $63,037.19, related to the Northern Avenue Streetscape / Trail Phase III Project.

Ordinance 9977 dated August 9, 2021, approved an amendment to the Intergovernmental Agreement ("IGA"), TAP M086-082 between Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to the Northern Avenue Streetscape / Trail Phase III

Project.

BACKGROUND:

The Northern Avenue Streetscape / Trail, Phase III Project will continue the trail/shared use path along the north side of Northern Avenue between Cambridge Avenue and Prairie Avenue and upgrade the signal at Northern and Prairie Avenue. Over the last eight years the City has redeveloped the trail system and constructed the landscaped center medians along Northern Avenue between Pueblo Boulevard (State Highway 45) and Cambridge Avenue.

The purpose of Amendment #2 to the Intergovernmental Agreement (IGA) is to allocate $34,000 for Right-of-Way acquisition. During the initial design of the traffic signal replacement at the southwest corner of South Prairie Avenue and West Northern Avenue, it was determined that a permanent easement and/or property acquisition is necessary for the appropriate placement of the traffic signal pole.

FINANCIAL IMPLICATIONS:

This amendment does not propose any changes in funding.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from the State of Colorado CDOT TAP grant.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
City-State of Colorado IGA Amendment #2 for the Northern Avenue Streetscape / Trail, Phase III Project

ORDINANCE NO. 10121

AN ORDINANCE APPROVING AMENDMENT #2 TO THE INTERGOVERNMENTAL AGREEMENT, TAP M086-082 (22971) BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE STATE OF COLORADO, THE COLORADO DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Amendment #2 to the Intergovernmental Agreement, TAP M086-082 (22971) between Pueblo, a Colorado Municipal Corporation, and State of Colorado for the use and benefit of Department of Transportation, a copy of which is attached hereto ("Amendment"), 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 officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Ordinance and Amendment to implement the policies and procedures described therein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 14, 2022 .

Final adoption of Ordinance by City Council on February 28, 2022 .

_____
President of City Council

Action by the Mayor:

☒ Approved on March 2, 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

OLA #: 331002082
Routing #: 20-HA2-XC-03013-M0006
Additional PO Reference: 400001370

STATE OF COLORADO AMENDMENT

Amendment #: 2 **Project #: TAP M086-082 (22971)**

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		**Amendment Routing Number** 20-HA2-XC-03013-M0006
Local Agency CITY OF PUEBLO		**Original Agreement Routing Number** 20-HA2-XC-03013
Agreement Maximum Amount	$625,000.00	**Agreement Performance Beginning Date** The later of the effective date or March 13, 2020
		Initial Agreement expiration date March 12, 2030

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
Stephen Harelson, P.E., Chief Engineer

Date: _____

LOCAL AGENCY CITY OF PUEBLO	**LOCAL AGENCY** **(2nd Signature if Necessary)**
_____ Signature	_____ Signature
By: Nick Gradisar, Mayor	Attested by: Marisa Stoller, City Clerk
Date: _____	Date: _____

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Department of Transportation

Effective Date:_____

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The Parties entered into the Agreement for the design and construction of a trail, traffic signal improvements and landscaping in the City of Pueblo, CO. The Parties now desire to allocate $34,000.00 for ROW Acquisition 3111 and/or ROW Relocation 3109. The total budgeted funds will be unchanged.

5) MODIFICATIONS

The Agreement and all prior amendments thereto, if any, are modified as follows:

a) **Exhibit C-2** shall be replaced by **Exhibit C-4**. This is a correction as executed Amendment #1 and Option Letter #2 both contain an **Exhibit C-2**. Any reference in the Agreement, as previously modified, to **Exhibit C**, **Exhibit C-1**, **Exhibit C-2** and also any **Exhibit C-3** shall be a reference to **Exhibit C-4**.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT C-4
FUNDING PROVISIONS

EXHIBIT C-4 – FUNDING PROVISIONS **TAP M086-082 (22971)**

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be $625,000.00, which is to be funded as follows:

1.	**BUDGETED FUNDS**	
a.	Federal Funds (80.00% of Award Costs)	$500,000.00
b.	Local Agency Matching Funds (20.00% of Award Costs)	$125,000.00
	TOTAL BUDGETED FUNDS	$625,000.00
2.	**OMB UNIFORM GUIDANCE**	
a.	Federal Award Identification Number (FAIN):	TBD
b.	Federal Award Date (also Phase Performance Start Date):	See Below
c.	Amount of Federal Funds Obligated:	$70,436.00
d.	Total Amount of Federal Award:	$500,000.00
e.	Name of Federal Awarding Agency:	FHWA
f.	CFDA # Highway Planning and Construction	CFDA 20.205
g.	Is the Award for R&D?	No
h.	Indirect Cost Rate (if applicable)	N/A
3.	**ESTIMATED PAYMENT TO LOCAL AGENCY**	
a.	Federal Funds Budgeted	$500,000.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	$0.00
	TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	$500,000.00
4.	**FOR CDOT ENCUMBRANCE PURPOSES**	
a.	Total Encumbrance Amount	$625,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$34,000.00
	Net to be encumbered as follows:	$591,000.00

Note: Only $88,045.00 in Design funds are currently available. Additional funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

WBS Element 22971.10.30	**Performance Period Start*/End Date** 11/16/2020 / 06/30/2022	Design	3020	$88,045.00
WBS Element 22971.20.10	**Performance Period Start*/End Date** TBD / TBD	Const.	3301	$0.00

***The Local Agency should not begin work until all three of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three milestones are achieved will not be reimbursable.**

B. Matching Funds

The matching ratio for the federal funds for this Work is 80.00% federal-aid funds to 20.00% Local Agency funds, it being understood that such ratio applies only to the $625,000.00 that is eligible for federal funds, it being further understood that all additional costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $625,000.00, and additional federal funds are made available for the Work, the Local Agency shall pay 20.00% of all such costs eligible for federal funds and 100% of all additional costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $625,000.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State. **This applies to the entire scope of Work**.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $472,800.00 (the Federal funds of $500,000.00 minus ROW Acquisition 3111 and/or ROW Relocation 3109 of $27,200.00; for CDOT accounting purposes, the federal funds of $472,800.00 and the Local Agency matching funds of $118,200.00 [Local Agency funds of $125,000.00 minus Local Agency share of ROW Acquisition 3111 and/or ROW Relocation 3109 of $6,800.00] will be encumbered for a total encumbrance of $591,000.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award. The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the federal Award funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work**.

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than $750,000

If the Local Agency expends less than $750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of $750,000 or more-Highway Funds Only

If the Local Agency expends $750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of $750,000 or more-Multiple Funding Sources

If the Local Agency expends $750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: February 14, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Director of Public Works

SUBJECT: AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND ZAYO GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND GRANTING SAID ENTITY A CITY TELECOMMUNICATIONS LICENSE

SUMMARY:

The Ordinance will approve a license agreement with Zayo Group, LLC, a Delaware limited liability company which grants it a nonexclusive license to place telecommunications cable and ancillary facilities within the streets and right of ways of the City of Pueblo in order that the company may operate within the City of Pueblo as a telecommunications provider. The license agreement preserves, to the extent permitted under existing laws, the City of Pueblo authority to manage its streets and rights of way for the benefit of the public without discrimination among telecommunications providers.

PREVIOUS COUNCIL ACTION:

The City of Pueblo has previously approved identical or substantially similar license agreements with other qualifying telecommunication providers in the past.

BACKGROUND:

Zayo is a provider of fiber telecommunications infrastructure in markets across North America and several in Western Europe. Through partnerships with various network providers Zayo provides lit and dark fiber networks that provide connections to thousands of data centers, cloud providers, commercial and entertainment centers in more than 400 markets. As a qualified telecommunications service provider, Zayo has requested a telecommunications license from the City of Pueblo.

FINANCIAL IMPLICATIONS:

Zayo Group and its customers will pay the City applicable sales and use taxes, E911 fees and occupation taxes.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Pursuant to federal and state law, the City of Pueblo is prohibited from discriminating among or granting preferences to competing telecommunication providers in the issuance of licenses and from creating or erecting any unreasonable requirements for entry to the City of Pueblo right of way. As such, the City of Pueblo alternatives are limited to proposing amendments to the proposed license agreement that are consistent with the foregoing limitations.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
License Agreement

ORDINANCE NO. 10122

AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN PUEBLO, A MUNICIPAL CORPORATION AND ZAYO GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND GRANTING SAID ENTITY A CITY TELECOMMUNICATIONS LICENSE

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

SECTION 1.

The License Agreement between the City of Pueblo, a municipal corporation and Zayo Group, LLC, a Delaware Limited Liability Company, 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 License 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 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 February 14, 2022.

Final adoption of Ordinance by City Council on February 28, 2022.

President of City Council

Action by the Mayor:

☒ Approved on March 2, 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

DocuSign Envelope ID: A072ABD0-8578-436F-8EF1-48D3047C9BB5

LICENSE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2022 , by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Zayo Group, LLC, a Delaware limited liability company (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, City is a Colorado home rule city organized and existing under and by virtue of Article XX of the Colorado Constitution and possesses plenary power and authority over the use and occupation of the public rights of way within its corporate boundaries; and

WHEREAS, Licensee represents and warrants: (a) that it is a "telecommunications provider" as that term is defined under Colorado and federal law, including but not limited to §38-5.5-102(3), C.R.S. and 47 U.S.C. § 153(51); and (b) that it operates within the geographical boundaries of the City of Pueblo; and

WHEREAS, Licensee provides its telecommunications services to customers over a network owned, controlled, or leased by Licensee which lines are authorized pursuant to franchise, license agreement or revocable permit; and

WHEREAS, Licensee may wish to install telecommunications facilities upon or within certain public rights of way within the corporate boundaries of the City in order to provide telecommunications services; and

WHEREAS, City is authorized under the constitution and laws of the State of Colorado to grant consent to telecommunications providers to occupy the public rights of way for such purposes; provided, however, the same shall not be nor constitute the granting of a local franchise under Article 16 of the City's Charter nor shall same ever become or ripen into any franchise; and

WHEREAS, the City and Licensee have agreed to be bound by the terms and conditions set forth herein which shall govern Licensee's use of the public rights of way;

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

ARTICLE I - DEFINITIONS

As used in this License Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. As used in this License Agreement, the word "shall" is mandatory, and the word "may" is permissive. Words not defined herein shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this License Agreement.

1. "Telecommunications Act" shall mean the Telecommunications Act of 1996 (47 U.S.C. §151, et seq.), as amended.

2. (a) "Facilities" means all physical components of the Licensee used to provide

DocuSign Envelope ID: A072ABD0-8578-436F-8EF1-48D3047C9BB5

telecommunications services which are located, or to become located pursuant to this License Agreement, within the City and are reasonably necessary, useful or convenient to provide telecommunications services within the territorial boundaries of the City, including without limitation, poles, wires, cables, pipes, underground conduits, ducts, manholes, vaults, fiber optic cables and devices, switches, equipment boxes and sheds and other structures and appurtenances. This term shall also include any Facilities which were installed under the any prior License Agreement between the City and Licensee.

(b) "Leased Facilities" means all physical components used by Licensee to provide telecommunications services which are leased to Licensee by third parties who are authorized by separate instruments to maintain same within Rights of Way within the City.

3. "Account" shall mean each telephone or telecommunications access line or twisted pair equivalent provided by or on behalf of Licensee, if Licensee provides any type of local exchange service, at a customer's premises over which the customer may send or receive any telephone, telegraph, fax, data, video or other similar telecommunications signals; except that "Account" shall not include any customer line used solely for receipt of cable television programming. Provision of a T1 or DS1 line furnished by Licensee to a customer which is connected to switched access service or local exchange service shall be counted as twenty-four (24) accounts; provision of a T3/DS3 shall be counted as six hundred seventy-two (672) accounts.

4. "Jurisdiction" shall mean (a) within the corporate boundaries of the City of Pueblo as now or hereafter constituted, (b) at, upon, under or across the Pueblo Municipal Airport ("Airport") and Pueblo Municipal Airport Industrial Park ("Industrial Park"), and (c) all highways, streets, roads and other rights of way between and connecting the City of Pueblo and the Airport and/or Industrial Park where Facilities are located.

5. "Rights of Way" shall mean City streets, roads, alleys, sidewalk areas and other dedicated rights of way within the Jurisdiction, together with dedicated utility easements within the Jurisdiction and easements deeded to the City for utility purposes, and including state highways and highways which are part of the federal interstate highway system. The term shall not include any other property owned or leased by the City for other public use including, without limitation, City parks and open space.

6. "PMC" shall mean the Pueblo Municipal Code, as amended, and as same may be amended in the future.

7. “Wireless Communications Facility” or “WCF” means a facility used to provide personal wireless services as defined at 47 U.S.C. Section 332 (c)(7)(C); or wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services.

DocuSign Envelope ID: A072ABD0-8578-436F-8EF1-48D3047C9BB5

ARTICLE II - CONDITIONAL CONSENT GRANTED

1. Subject to Licensee's compliance at all times with all of the terms and conditions of this License Agreement, all of the ordinances referenced herein, all applicable local, state and federal laws, and further subject to the City's lawful exercise of its police power (including, but not limited to, zoning, subdivision, permit and building code requirements) and the City's prior and superior right to usage for municipal purposes, City hereby grants to Licensee, insofar as it has or may have the requisite power and authority to do so, a non-exclusive license to make reasonable use of the Rights of Way to construct, install, operate and maintain Licensee's Facilities within the City to and for the benefit of the City and the inhabitants of the City; provided, however, that with respect to state highways, Licensee must separately obtain consent from the Colorado Department of Transportation. This license shall extend to all areas of the City as it is now constituted, and to additional areas as the City may increase in size by annexation or otherwise.

2. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to be a franchise, nor an exclusive license or right, and the City reserves the right to make or grant a similar use of the Rights of Way to any other person or persons, including one or more other telecommunications providers.

3. The City retains the following rights in regard to this license:

(a) To revoke the license and consent hereby granted for misuse, non-use or failure of Licensee to comply with the provisions hereof;

(b) To use, control and regulate the use of the City streets, roads, easements, other public places and the Rights of Way, and the space above and beneath the same; and

(c) To require the removal or relocation of any of the Facilities from the Rights of Way if necessary or desirable, in the sole but reasonable judgment of the City, for any public or municipal purpose or project.

4. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to grant authorization to construct or operate Wireless Communications Facilities. Authorization to utilize the Rights of Way for Wireless Communications Facilities must be obtained through separate authorization specifically permitting the use of the Rights of Way for Wireless Communications Facilities.

ARTICLE III - SCOPE

The license and consent granted by this License Agreement confers only the right to make reasonable use of the Rights of Way for Licensee's provision of telecommunications services, and it is expressly understood and agreed to by Licensee that Licensee shall not operate a private telecommunications network, Wireless Communications Facilities, nor operate as a "cable operator" as that term is defined under federal law (47 U.S.C. §522(5)), nor shall it provide or offer

DocuSign Envelope ID: A072ABD0-8578-436F-8EF1-48D3047C9BB5

to provide "cable services" as that term as defined under federal law (47 U.S.C. §522(6)), without proper local, state and federal authorization, as required by law.

ARTICLE IV - OCCUPATION TAX & E911 SURCHARGES

1. To the extent Licensee operates as a local exchange provider, as defined by §40-15-102(18), C.R.S. and/or as an interexchange provider, as defined by §40-15-102(11), C.R.S the following provisions shall apply:

(a) Licensee understands and acknowledges that City had heretofore adopted Ordinance No. 4267 in December 1976 imposing upon all telecommunications utilities operating within the City, and effective January 1, 1977, an occupation tax as stated in said Ordinance. In its provision of local exchange services, whether directly or through resale, Licensee agrees to be bound by and comply with said Ordinance, including payment of the tax in an amount equal to $6.00 per annum for each Account, payable quarterly in equal installments. In providing local exchange services, Licensee hereby expressly agrees that it is and constitutes a telephone utility within the meaning of Ordinance No. 4267 and Licensee irrevocably waives and relinquishes any right it has or may have to claim or assert that said Ordinance is invalid under law or should not be applied to Licensee, including, without limitation, any claim that said Ordinance violates any provision of state law or the Telecommunications Act.

(b) The City has by Ordinance No. 9864 imposed an emergency telephone charge ("E911 Charge") of one dollar seventy-two cents ($1.72) per month per exchange access facility, wireless communications access and interconnected voice-over-internet-protocol service provided within the Jurisdiction, as authorized by §29-11-100.5, et seq., C.R.S. Licensee agrees to collect the E911 Charge from its customers and promptly remit same monthly to City as provided by §29-11-103(1), C.R.S.

ARTICLE V - SALES AND USE TAXES

1. Licensee agrees to obtain a sales and use tax license from the City and to comply with all provisions of Title XIV of the Pueblo Municipal Code relating to sales and use taxes.

2. Licensee acknowledges and agrees that to the extent Licensee sells telecommunications services to customers within the City, including the provision of interstate telephone access service and interlata access service, such service is taxable by City pursuant to §14-4-61(3), PMC, and Licensee shall collect such taxes from its customers and promptly remit same to the City in accordance with Title XIV, PMC.

ARTICLE VI - USE OF RIGHTS OF WAY

1. Facilities shall be located, installed and maintained so that none of the Facilities endanger the lives, health or safety of persons, or interfere with any public improvements the City

DocuSign Envelope ID: A072ABD0-8578-436F-8EF1-48D3047C9BB5

or other governmental entities (including any storm water, sanitary sewer or water utilities or enterprises) have in place or may deem proper to make, nor shall the location, installation or maintenance of the Facilities hinder or obstruct the use of the streets or other public ways for their public purposes, including but not limited to vehicular and pedestrian traffic. All Facilities shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins any Right of Way.

2. Prior to commencement of construction of any portion of its telecommunications system within the City (other than Leased Facilities), Licensee shall furnish to the City the general schematic plans for its Facilities, including system route maps, renderings of equipment boxes and structures, engineering, traffic control, and landscaping plans. In addition, the Licensee shall assess and report on the impact of its proposed construction on the City environment. Such plans and reports may be reviewed by the City to ensure, (a) that all applicable laws including building and zoning codes and air and water pollution regulations are complied with, (b) that aesthetic and good planning principles have been given due consideration, and (c) that adverse impact on the environment has been minimized. The Licensee shall comply with all regulatory requirements of the City lawfully binding on the Licensee and shall incorporate all other reasonable changes to its plans requested by the City.

3. Not less than thirty (30) days prior to construction of any Facilities within the Rights of Way at any specific location, Licensee shall furnish the City's Director of Public Works with detailed plans for such Facilities including detailed location drawings and final architectural, engineering, traffic control and landscaping plans. Prior to commencing construction, Licensee shall: (a) obtain written approval of the Director of Public Works of the construction plans, (b) procure appropriate excavation permits pursuant to Chapter 6 of Title XII, PMC, and permits required by Chapter 3 of Title XII, PMC, or permits required pursuant to any similar ordinance adopted by City in the future, (c) pay all fees associated with such permits, and (d) comply with all requirements of said Chapters 3 and 6 of Title XII, the terms of said permits, and the City's Standard Construction Specifications and Standard Details adopted March 28, 2005 or as subsequently revised.

4. All construction, excavation, maintenance and repair work done by Licensee shall be done in a workmanlike and expeditious manner which minimizes the inconvenience to the City, the general public and individuals. Licensee shall be liable for any damage to the City or City owned property caused by Licensee's failure to act in a timely manner. All such construction, excavation, maintenance and repair work done by Licensee shall comply with all applicable codes of the City and the State of Colorado, and Licensee shall be responsible for obtaining all applicable permits and licenses. The City shall have the right to inspect all construction or excavation work to ensure compliance with applicable codes and permits, and may order Licensee to perform corrective work. All public and private property disturbed by Licensee's activities shall be promptly restored by Licensee at its expense to substantially its former condition, subject to inspection by the City's Director of Public Works or their designee and compliance by Licensee with reasonable remedial action required by said official pursuant to the inspection. Licensee shall

DocuSign Envelope ID: A072ABD0-8578-436F-8EF1-48D3047C9BB5

be liable to City for the full cost of restoring any public property not promptly remedied by Licensee as required by said official.

5. The installation, maintenance, renovation and replacement of Facilities by Licensee shall be subject to regulation by City including as to (a) the location of Facilities in or upon the streets, alleys and dedicated easements, (b) the disturbance and reconstruction of pavement, sidewalks, and surface of streets, alleys, dedicated easements and driveways, (c) the timing and scheduling of work, and (d) the temporary closure of portions of streets and alleys. All Facilities shall be designed and installed so as to cause a minimal amount of interference with public property, water mains, sewer mains, electric and natural gas facilities, street lights, traffic signals, and all other municipal or authorized public use of the Rights of Way. The City's Director of Public Works may direct and require Licensee to locate its Facilities within a defined telecommunications corridor within any street or other Right of Way or otherwise at a specific location to minimize interference with other facilities or utilities. Licensee shall install and maintain its Facilities in such manner as to minimize interference with trees, natural features and vegetation. Whenever feasible, Licensee shall enter into pole-sharing and conduit-sharing agreements with third parties in order to co-locate its wires and cables upon poles or within conduit of other telecommunications providers or utilities.

6. Licensee shall, upon reasonable notice and at its sole cost and expense, remove, locate and relocate its Facilities in, on, over or under any Rights of Way in such manner as City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair, or change in grade of any street, sidewalk, public improvement or City project, or for the purpose of promoting the efficient operation of any such public improvement or project, or for the purpose of facilitating the vacation and/or redevelopment of Right of Way by the City. In the event Licensee fails to act within a reasonably allocated time, the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to City for the costs thereof. In the event City causes Licensee’s facilities to be relocated, City shall be held harmless for any damages incurred to Licensee’s Facilities during such relocation.

7. Except where specifically authorized by the Director of Public Works of the City, all of Licensee's Facilities located within Rights of Way shall be located underground. In locations where wires or cables of franchisees of City or of authorized local exchange carriers are presently located above-ground, the Director of Public Works will allow Licensee's Facilities to also be located above-ground unless he has specific reasons for not allowing above-ground installation at such location. Thereafter, and notwithstanding that any such authorization had been given, should the City subsequently determine for any area of the City that telephone or telecommunications wires, cable television cables or electric utility wires located above ground shall be relocated underground, Licensee shall, upon reasonable notice, at its sole cost and expense, relocate its Facilities below ground in cooperation with other affected interests. In the event Licensee fails to act within a reasonable allocated time the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to City for the costs thereof. In the event City causes Licensee’s Facilities to be relocated, City shall be held harmless for any damages incurred to Licensee’s Facilities

DocuSign Envelope ID: A072ABD0-8578-436F-8EF1-48D3047C9BB5

during such relocation.

8. After execution of this Agreement, Licensee shall join and associate with the notification association of owners and operators of underground facilities in accordance with the requirements of Article 1.5 of Title 9, Colorado Revised Statutes. Prior to undertaking any excavation within the Rights of Way, Licensee shall comply with the notice requirements of said Article.

ARTICLE VII - ADDITIONAL CITY REGULATION

1. The City expressly reserves its right and duty to adopt, from time to time, in addition to the provisions herein contained, such charter provisions, ordinances and rules and regulations as may be deemed necessary by the City to promote the health, safety and welfare of its inhabitants and their property.

2. Notwithstanding anything in this License Agreement to the contrary, Licensee acknowledges that City is planning to develop a new telecommunications policy which will be implemented through one or more ordinances or resolutions to be adopted by City Council of City, and/or through regulations to be adopted by Departments of the City. Licensee agrees that upon adoption of any such policy or regulations after the date of this License Agreement, this License Agreement or any provision thereof may be unilaterally revoked or canceled by City without cause and replaced with new terms and conditions which shall be made equally applicable within each class of telecommunications provider operating within the City.

3. If, during the term of this License Agreement, the City is authorized pursuant to Colorado Law to collect compensation for use of the Rights of Way by telecommunications providers and the City enacts an ordinance concerning the use of Rights of Way which requires compensation for the use of the Rights of Way from any class of telecommunications providers on a competitively neutral and nondiscriminatory basis within such class, then Licensee shall, in accordance with the terms of such ordinance, pay such compensation.

ARTICLE VIII - COORDINATION AND CONDUIT/POLE SHARING

1. In order to minimize disruption to vehicular traffic and inconvenience to the public, and to enable the limited width of Rights of Way to be apportioned among all utilities, telecommunications providers and other interests needing to locate or maintain facilities in the Rights of Way for the benefit of the public, it is imperative that pole sharing and conduit sharing be encouraged to the greatest extent possible. In furtherance of such purposes, Licensee agrees that it shall reasonably cooperate with City, authorized utilities and other local exchange carriers in placing conduit within the Rights of Way and in sharing unused space within underground conduits owned by Licensee, and upon poles or other above ground facilities owned by Licensee.

2. Whenever the Licensee intends to install new underground conduit or replace existing underground conduit in a build greater than 500 feet in length, Licensee shall, whenever feasible, provide City and all utilities, cable television franchisees, and local exchange carriers authorized to use the Rights of Way, with sixty (60) days advance written notice in order to permit the additional contemporaneous

DocuSign Envelope ID: A072ABD0-8578-436F-8EF1-48D3047C9BB5

installation of conduit by City, and such utilities, cable television franchisees, authorized telecommunications providers, and local exchange carriers. If City desires additional conduit installed, it will so notify the Licensee and the City shall be responsible for the additional incremental expense for installing such additional conduit for the City's own use and not for resale purposes. If a utility, cable television franchisee, authorized telecommunications provider, or local exchange carrier desires additional conduit installed and the method of construction is trench it will so notify the Licensee in writing at least fifteen (15) days prior to the proposed construction date, and such party requesting the additional conduit shall be responsible for negotiating terms per paragraph "3. Joint Trench.". This section is intended to maximize the coordination of facilities located within rights of way, and is not intended to govern routine connections of customers to installed network not involving significant line extension nor other excavations of limited scope.

3. Joint Trenching Upon Licensee's application for a right-of-way permit, the City, a utility, cable television franchisee, authorized telecommunications provider, or local exchange carrier shall have fifteen (15) calendar days to notify the Licensee of their interest to share the Licensee's trench. If the City provides notice of interest to share the Licensee's trench, an agreement between the two parties shall be executed within 30 days of the notice of interest, outlining the responsibilities and financial obligations of each, with respect to the installation within the right-of-way. The financial obligations of each party shall be based on the proportionate sharing of costs between each party for joint trenching or trench sharing based on engineering and construction costs, as well as the amount of conduit innerduct space or excess conduit that each party will be requiring or utilizing. The provisions of this section do not apply to projects to install new underground conduit or replace existing underground conduit and where the City contemporaneously wishes to install its own conduit, as provided in the paragraph 2 above. The provisions of this section also do not apply to projects being installed via directional boring. Additionally, the provisions of this section shall not apply if the joint build would cause substantial or detrimental delays to Licensee's deployment of critical telecommunications infrastructure.

4. Notwithstanding anything to the contrary in paragraph 2 of this Article, in order to minimize disruption to the public and enable use of the public rights of way for public purposes, in connection with any installation of underground conduit by Licensee, City may request Licensee to install one additional conduit for exclusive use by City for public and municipal purposes. In any such case, Licensee shall install the conduit as requested and the City shall reimburse Licensee only for the cost of the conduit and associated handholes and pull boxes for the conduit, and for the additional incremental expense for installing such additional conduit, handholes and pullboxes.

ARTICLE IX - INDEMNIFICATION

1. Licensee shall install, construct, maintain and operate its telecommunications system in a safe manner providing reasonable protection against injury or damage to any and all persons or property. Licensee specifically agrees to indemnify, defend and hold City harmless from all claims, costs, demands, suits, reasonable expert witness and attorneys' fees, court costs, and other reasonable costs of defense and judgments to the extent the same arise from, in whole or in part, Licensee's negligent acts or omissions of failure to comply with the provisions of this License Agreement, and from all damages or penalties to the extent arising out of the installation, construction, operation, or maintenance of Licensee's telecommunications system, whether or not any act or omission complained of is authorized, allowed, or prohibited by this License Agreement,

DocuSign Envelope ID: A072ABD0-8578-436F-8EF1-48D3047C9BB5

except to the extent such damages or penalties result from the negligent acts or omissions or intentional or willful and wanton misconduct of the City. City shall not be liable for, and Licensee shall indemnify, defend and hold the City harmless from all costs, damages and claims to the extent arising from or relating to delay by Licensee in performing its obligations hereunder, for any cause whatsoever, except for the negligent acts or omissions or intentional or willful and wanton misconduct of the City, other users of the Rights of Way, or a force majeure event. Licensee shall have sole control over the defense, investigation and settlement of any such claims, however, Licensee shall not enter into any compromise or settlement which imposes any obligation or liability on the City without the prior written consent of the City. In the event Licensee fails to timely assume the defense of any such claim which has been properly and promptly tendered to License. Licensee also hereby agrees to pay all reasonable expenses of the City incurred by the City in defending itself with regard to any such damages, claims or penalties, including all out-of-pocket expenses, reasonable attorney' fees, and the reasonable value of any services rendered by the City Attorney, his assistants, or any employees of the City (collectively "Expenses"), but shall not be required to pay for any Expenses that are in excess of any settlement or compromise which was rejected by the City.

2. The City will provide notice to the Licensee of the pendency of any claim or action against the City arising out of the operations of the Licensee, the exercise by the Licensee of its rights under this License Agreement or the performance thereof by the Licensee. The Licensee shall thereafter be required to appear and defend any such claim or action. Nothing herein stated shall limit the Licensee's obligation of full indemnification of the City hereunder.

ARTICLE X - INSURANCE

Prior to commencement of any installation of Facilities under this License Agreement, Licensee shall procure and thereafter continuously maintain, for as long as this License Agreement remains in effect, at Licensee's expense, Commercial General Liability ("CGL") insurance written on ISO form CG 00 01 01 96, or a substitute form providing equivalent coverage, with a limit of not less than $2 Million per occurrence, covering liability arising from premises, operations, independent contractors, personal injury, products completed operations, and liability assumed under an insured contract, on an occurrence basis. Under the terms of the required CGL policy, this License Agreement shall be defined as an insured contract. The policy shall identify the City as an additional insured, shall contain a waiver of right of subrogation against City and shall have all necessary endorsements to provide coverage without exclusion for explosion, collapse and underground property damage hazards. A certificate of insurance shall be filed with the City's Director of Finance prior to commencement of installation of Facilities, which evidences compliance with the policy requirements stated above and provides for thirty (30) days prior written notice to City prior to cancellation or material change of any insurance referred to therein. In the event the certificate states that it confers no rights upon the certificate holder, the City may require Licensee to furnish a complete copy of the policy including all declarations and endorsements.

DocuSign Envelope ID: A072ABD0-8578-436F-8EF1-48D3047C9BB5

ARTICLE XI - TERM

Unless sooner terminated as provided herein, the term of this License Agreement shall be for a period of five (5) years from and after the date of the Agreement. The Parties may mutually agree in writing to renew this Agreement at expiration of the initial term.

ARTICLE XII - REMEDIES, TERMINATION, REMOVAL

1. In the event of any breach of the terms of this License Agreement by Licensee, City shall have the right to obtain one or more of the following remedies, which are expressly agreed to be cumulative, and the exercise of any one (1) or more of them shall not be dependent upon the exercise of any other remedy, nor does the exercise of any one or more of them constitute any bar or limitation to the exercise of any other: (a) specific performance or injunctive relief, (b) monetary damages, and (c) termination. In the event City is required to commence an action to enforce its rights under this License Agreement or to obtain remedies provided above and the party which substantially prevails therein, shall be entitled to recover its costs, including reasonable attorneys' fees and expert witness fees.

2. Before terminating the License Agreement for cause on account of any default by Licensee, City shall provide Licensee with written notice of the default and afford Licensee a reasonable period in which to cure the default.

3. In the event Licensee abandons the telecommunications system installed under the terms of this License Agreement or a certain part thereof or fails to use it for a period of one (1) year, or in the event the term of this License Agreement expires, or the Agreement is terminated or is canceled for any reason, then Licensee shall remove its telecommunications system, or the abandoned portions thereof in the case of a partial abandonment, at its expense. As an alternative to removal, if mutually agreed to by Licensee and the City, the ownership of the telecommunications system (or abandoned portions) may be transferred to the City, in which event, all obligations and liabilities of Licensee under this Agreement in connection with the portion of the telecommunications system so transferred to the City shall terminate.

4. Licensee may cancel this Agreement at any time, as described below, upon ninety (90) days' written notice to the City, subject to the indemnification requirements of this Agreement, the removal provisions set forth in Section 3 above, and any other provisions that survive the termination of this Agreement.

ARTICLE XIII - NOTICES

Except as otherwise provided herein, notice under this License Agreement shall be deemed sufficient if provided in writing and mailed by US certified mail, return receipt requested or delivered by a nationally recognized courier, and shall be deemed effective upon actual receipt or refusal of delivery, and shall be addressed to the respective party as follows:

DocuSign Envelope ID: A072ABD0-8578-436F-8EF1-48D3047C9BB5

If to the City: Mayor
1 City Hall Pl.
Pueblo, CO 81003

with a copy to: Director of Public Works
211 E. "D" Street
Pueblo, CO 81003

If to Licensee: Zayo Group, LLC
Attn: Director, Underlying Rights – East Region
1821 30th Street, Unit A
Boulder, CO 80301

If notice is to Licensee:
Zayo Group, LLC
Attn: General Counsel, Legal
1821 30th Street, Unit A
Boulder, Colorado 80301
legal@zayo.com

Billing Disputes:
Zayo Group, LLC
Attn: Accounts Payable
1821 30th Street, Unit A
Boulder, Colorado 80301
ap@zayo.com

Emergencies:
Network Operations Center & Repair
Phone: (888) 404 9296
E-mail: zayoncc@zayo.com

ARTICLE XIV - EFFECT OF MORE FAVORABLE LICENSE AGREEMENTS

In the event that any wireline telecommunications provider offering telecommunications services , other than cable services, for a fee to the public, or to such classes of users as to be effectively available to the public is granted consent to use the City's Rights of Way pursuant to terms and conditions which, if applied to Licensee, would be more favorable than those included herein, Licensee shall notify City of such terms and conditions and Licensee shall have the option to renegotiate with City with respect to such terms and conditions.

DocuSign Envelope ID: A072ABD0-8578-436F-8EF1-48D3047C9BB5

ARTICLE XV - SUCCESSORS AND ASSIGNS

This License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No provision of this License Agreement shall confer rights or benefits upon any person not a party hereto.

ARTICLE XVI - SIGNATURES

The persons signing this License Agreement on behalf of Licensee represent and warrant that such persons and Licensee have the requisite power and authority to enter into, execute and deliver this License Agreement and that this License Agreement is a valid and legally binding obligation of Licensee enforceable against Licensee in accordance with its terms. This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such components together shall constitute one and the same instrument.

ARTICLE XVII - FORCE MAJEURE

Neither party shall be liable for its failure to perform any of its obligations hereunder if such failure is caused by an Act of God, labor strike, fire, earthquake, power blackouts, pandemics, epidemics, or any other cause beyond its reasonable control and without its fault or negligence.

ARTICLE XVIII - LAWS GOVERNING/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and applicable federal law. Venue for any proceeding brought pursuant to this Agreement shall be in the District Court located in Pueblo County, Colorado.

ARTICLE XIX - COUNTERPARTS; ELECTRONIC DISPOSITION

This Agreement may be executed in multiple counterparts, each of which constitutes an original hereof. Regardless of the number of counterparts, all shall constitute only one agreement. In making proof of this Agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties. Furthermore, the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

ARTICLE XX - PUBLIC DISCLOSURE

The Licensee acknowledges that this Agreement is public record within the meaning of the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq*. as same may be amended, and accordingly may be disclosed to the public.

DocuSign Envelope ID: A072ABD0-8578-436F-8EF1-48D3047C9BB5

ARTICLE XXI - AMENDMENT

This Agreement may not be amended except pursuant to a written instrument signed by both parties.

ARTICLE XXII - OTHER RIGHTS OF WAY USERS

The parties understand and agree that the Licensor permits other persons and entities to install utility facilities in the PROW. In permitting such work to be done by others, the Licensor shall not be liable to Company for any damage caused by those persons or entities.

ARTICLE XXIII - ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified or changed only by an agreement in writing which makes specific reference to this Agreement and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

[*Remainder of Page Intentionally Left Blank – Signature Page Follows*]

DocuSign Envelope ID: A072ABD0-8578-436F-8EF1-48D3047C9BB5

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

ATTEST:

CITY OF PUEBLO,
A Municipal Corporation

_____

By _____
Name _____

City Clerk

Mayor

[SEAL]

ATTEST:

DocuSigned by:
Gillian Leytham
20F4A14AB9A54B2...

LICENSEE:
Zayo Group, LLC

DocuSigned by:
David Urbach
F32B2F19EF4E4BE...

By _____
Name David Urbach

Title: VP, Underlying Rights

Title: Director, Underlying Rights

DocuSign

Certificate Of Completion

Envelope Id: A072ABD08578436F8EF148D3047C9BB5 Status: Completed

Subject: Please DocuSign: Pueblo Standard Form Telecom License updated 2022 - Zayo Group Jan 2022 FINAL ...

Source Envelope:

Document Pages: 14 Signatures: 2 Envelope Originator:

Certificate Pages: 5 Initials: 0 David Urbach

AutoNav: Enabled 1805 29th Street, Suite 2050

EnvelopeId Stamping: Enabled Boulder, CO 80301

Time Zone: (UTC-07:00) Mountain Time (US & Canada) david.urbach@zayo.com

IP Address: 98.43.65.15

Record Tracking

Status: Original Holder: David Urbach Location: DocuSign

1/28/2022 11:31:30 AM david.urbach@zayo.com

Signer Events	Signature	Timestamp
David Urbach david.urbach@zayo.com Director, Underlying Rights Zayo Security Level: Email, Account Authentication (None)	DocuSigned by: David Urbach F32B2F19EF4E4BE... Signature Adoption: Pre-selected Style Using IP Address: 98.43.65.15	Sent: 1/28/2022 11:33:21 AM Viewed: 1/28/2022 11:33:33 AM Signed: 1/28/2022 11:34:57 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Gillian Leytham gillian.leytham@zayo.com Vice President, Underlying Rights Security Level: Email, Account Authentication (None)	DocuSigned by: Gillian Leytham 20F4A14AB9A54B2... Signature Adoption: Pre-selected Style Using IP Address: 47.197.205.237	Sent: 1/28/2022 11:33:22 AM Viewed: 1/28/2022 1:56:36 PM Signed: 1/28/2022 1:56:41 PM
Electronic Record and Signature Disclosure: Accepted: 1/28/2022 1:56:36 PM ID: 28ae9f3f-2582-4fd1-ae05-beae144a9066		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/28/2022 11:33:22 AM
Certified Delivered	Security Checked	1/28/2022 1:56:36 PM
Signing Complete	Security Checked	1/28/2022 1:56:41 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	1/28/2022 1:56:41 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Zayo Group, Inc - Human Resources (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Zayo Group, Inc - Human Resources:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: HR@zayo.com

To advise Zayo Group, Inc - Human Resources of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at HR@zayo.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Zayo Group, Inc - Human Resources

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to HR@zayo.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Zayo Group, Inc - Human Resources

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to HR@zayo.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Zayo Group, Inc - Human Resources as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Zayo Group, Inc - Human Resources during the course of your relationship with Zayo Group, Inc - Human Resources.

City Clerk's Office Item # R-8

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 14, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Jeff Hawkins, Director of Stormwater

SUBJECT: AN ORDINANCE AWARDING A CONTRACT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND AECOM TECHNICAL SERVICES, INC. TO PROVIDE ENGINEERING SERVICES FOR FUTURE CITY OF PUEBLO STORMWATER UTLITY PROJECTS

SUMMARY:

This Ordinance awards a Contract for Engineering Services to AECOM Technical Services, Inc. to provide hydrologic and hydraulic modeling analysis, long range project planning, engineering design, construction project management assistance and related services as the Engineer of Record for future City of Pueblo Stormwater Utility Projects.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The City of Pueblo Stormwater Utility recognizes the increasing need for innovative engineering to help reduce flooding impacts for problematic drainage areas within the City and incorporate sustainable water quality solutions. In October 2021, The City of Pueblo Stormwater Utility Department solicited requests for proposals from qualified engineering firms to assist the City with engineering services. Statement of Qualifications for engineering services were requested and received with Bid 21-071 RFP Stormwater Department Engineer of Record. A committee was formed to evaluate the qualifications of the engineering firms that submitted proposals. The firm selected as the most qualified to perform the engineering services was AECOM Technical Services, Inc.

FINANCIAL IMPLICATIONS:

This Contract describes the engineering services to be provided. As engineering services are required, fees will be negotiated and amendments to the basic Contract will be brought forward to City Council as part of the project costs. The cost for services will be paid from future City of Pueblo projects that are budgeted and appropriated.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Alternatives No. 1 – No action
Under this alternative, projects could not be completed in a timely manner because the Stormwater Utility Department is deficient of the staff required to design and manage these projects while handling the workload of the day-to-day business operations. Flooding would continue to happen and continue to pose possible safety hazards to the public.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:
Contract for Engineering Services

ORDINANCE NO. 10123

AN ORDINANCE AWARDING A CONTRACT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION , AND AECOM TECHNICAL SERVICES, INC. TO PROVIDE ENGINEERING SERVICES FOR FUTURE CITY OF PUEBLO STORMWATER UTILITY PROJECTS

WHEREAS, Statements of Qualifications for Engineering services were requested and received;

WHEREAS, a committee was formed to evaluate these qualifications; and

WHEREAS, the committee selected AECOM Technical Services, Inc., as the most qualified to serve the Pueblo Stormwater Enterprise; NOW, THEREFORE,

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

SECTION 1.

An Agreement, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, by and between the City of Pueblo, a Municipal Corporation, and AECOM Technical Services, Inc., to provide engineering services for public improvements to the Pueblo Stormwater Enterprise is hereby approved, subject to the conditions as set forth in said agreement.

SECTION 2.

Funds for said Contract, Project No. 21-071, RFP Stormwater Department Engineer of Record, shall be from future budgeted and appropriated project accounts as needed.

SECTION 3.

The Purchasing Agent is hereby authorized to execute said contract on behalf of Pueblo, a Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the same.

SECTION 4.

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

SECTION 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 February 14, 2022.

Final adoption of Ordinance by City Council on February 28, 2022.

President of City Council

Action by the Mayor:

☒ Approved on March 2, 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

PROPOSED CONTRACT FOR ENGINEERING SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
AECOM TECHNICAL SERVICES, INC.

THIS CONTRACT is made and entered this ___ day of February, 2022, by and between Pueblo, a Municipal Corporation, PO Box 1427, Pueblo, CO 81001 (hereinafter referred to as the "City") and AECOM Technical Services, Inc., a registered California Corporation authorized to do business in the State of Colorado, located at 2315 Briargate Pkwy, Suite 150, Colorado Springs, CO 80920 (hereinafter referred to as the "Engineer"), WITNESSETH:

RECITALS

A. The City solicited competitive proposals for Bid 21-071 Stormwater Department Engineer of Record to provide engineering services to include modeling analysis, long range project planning, engineering design, and construction project management assistance and related services for future City of Pueblo Stormwater Utility projects(hereinafter referred to as "RFP").

B. In response to the RFP, Engineer submitted its statement of qualification and experience (hereinafter referred to as "Response").

C. City has evaluated all Responses submitted and selected Engineer to perform engineering services for various anticipated projects.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants, City and Engineer agree as follows:

1. ENGAGEMENT.

(a) City engages Engineer and Engineer accepts such engagement to perform the services set forth in this Contract and the Standard Form Agreement for Professional Engineering Services (hereinafter referred to as "Agreement"), execution of which will be required for each project as may be directed by the City. A copy of the Agreement is attached hereto. Anticipated projects (hereinafter referred to as the "Projects") may include and the Scope of Services for each Agreement for any Project shall be consistent with and meet following requirements:

- Perform design services for all types of stormwater infrastructure including stream and habitat rehabilitation, open channels, storm sewers, detention basins, levees, energy dissipation, erosion protection, existing or conflicting utility, and/or Right of Way infrastructure modifications.
- Perform hydrologic/hydraulic modeling and master planning for stormwater projects utilizing EPA SWMM and 1D & 2D modeling software such as MIKE+, FLO 2-D, and HEC-RAS.
- Provide Civil and Structural Engineering required for the design of projects.
- Provide Environmental Engineering and Ecological Consulting as required to complete tasks such as environmental studies, wetlands delineation, geotechnical assessments, Threatened and Endangered species surveys, habitat and wildlife assessments, etc.
- Provide Landscape Architecture and Urban Planning services including landscape design, renderings, and drawings as required.

- Provide Geotechnical Engineering services required for the design process and testing during construction projects.

- Provide surveying required for the design of the projects and baseline control for contractor use during construction. This service shall be performed by a Professional Land Surveyor.

- Identify easements and properties required for any on/off-site construction, prepare legal descriptions, and provide exhibits needed by City staff for acquiring easements and/or properties. These services may include surveying by a Professional Land Surveyor.

- Prepare and integrate BMP water quality solutions (Low Impact Development/Green Infrastructure, etc.) into stormwater design solutions and develop guidelines for long-term maintenance of water quality facilities.

- Prepare or review floodplain permit applications (as required) including No-Rise certifications and CLOMR/LOMR (as required) for both FEMA and City regulated floodplains.

- Prepare permits and documentation necessary for certification of a levee with all applicable regulatory agencies (as required).

- Prepare project reports, technical memorandums, and basis of design documents.

- Prepare construction contract documents (in conjunction with City) including construction drawings (including Plan & Profile, Details, etc.) and Technical Specifications for capital improvement projects.

    - Drawings will be AutoCAD Civil 3D (Version 2018 or newer) generated.

    - "As-Built or Record Drawings" will be provided to the City in electronic format (PDF and AutoCAD files) on flash-drives/thumb-drives at the completion of each project.

    - Each "As-Built" drawing will be stamped original at the completion of each project, which will become the property of the City of Pueblo.

- Prepare erosion control plans in accordance with all applicable regulatory agencies (as required).

- Prepare Engineer's Opinion of Probable Construction Costs for project at 30-60-90% design stages throughout project or as requested.

- Provide resident engineering, construction administration and oversight, submittal review and field inspection services. Resident Engineering duties must be performed with experienced and qualified personnel approved by City of Pueblo Stormwater Utility. .

- Provide detailed written monthly progress reports throughout the duration of the design and construction of projects.

- Additional support services that may be needed:

    - Provide support reviewing technical drainage reports and plans that address storm water runoff quantity and quality including water quality structures and floodplain issues.

    - Provide trenchless design for the rehabilitation of underground utility infrastructure.

    - Coordinate, manage, and participate in Public Outreach efforts including presentations, individual meetings, publications, graphics, etc.

- Other projects requiring support from Consultant/Engineer as need arises. Consultant will be contacted to create/review Scope of Service prior to inclusion of service in agreement or subsequent amendments.

(b) City may, or may not, in its sole discretion undertake any of the Projects. Upon written direction from City, the Engineer shall execute with the City one of the Agreements for each of the Projects as directed by City.

i. If City directs performance of Engineer for one of the Projects, , Engineer shall prepare a specific Scope of Service, Fee Schedule, Timeline, and Identification of Personnel, Subcontractors, and Task Responsibility to be attached to the Agreement as Schedules 1, 2, 3, and 4.

(c) Within a reasonable time after receipt of the Agreement, Engineer shall review same and advise City if the Agreement is acceptable to Engineer, or which modifications/changes Engineer requests with respect thereto.

(d) After mutual approval of the terms and provisions of the Agreement, City will submit same to City Council of City for approval.

2. TERM. This Contract is for a term of three (3) years commencing February 21, 2022 and ending February 20, 2025. The term of this Contract may be extended for an additional period of two (2) years by way of two (2) one (1) year options, upon mutual agreement of City and Engineer. This Contract may be terminated by either party at any time, without cause or liability, upon ninety (90) days prior written notice given to the other party specifying the date of termination, provided, however, that the termination of this Contract shall not terminate or be deemed to terminate any existing Agreements executed by and between the parties with respect to any specified Project.

3. GENERAL COVENANTS. Engineer covenants that it is:

(a) Competent and qualified to perform the services and work contemplated by this Contract and the Agreement(s) in **compliance with applicable Standards of Professional Care in** a professional manner **and in accordance with the terms of this Contract.**

(b) Familiar with the regulations and requirements of the Minimum Qualifications as stated in the RFP, Section 2 with respect to the services and work contemplated by this Contract and the Agreement(s) and will perform such services and work in compliance therewith.

4. RECORDS AND DATABASE. Engineer shall maintain a cost accounting system acceptable to City. The City shall have access to any books, documents, papers, and records of the Engineer that are directly pertinent or relate to this Contract or any Agreements for a specified Project, for the audit purposes, examination, inspection, excerpts, and transcription. The Engineer shall maintain such records for three (3) years after City makes final payments to Engineer and all pending matters are closed. Engineer shall prepare and maintain an electronic database (compatible with AutoCAD) that accurately represents all existing and future civil infrastructure for all Projects completed under this Contract and any Agreements for a specified Project.

5. SPECIFIC COVENANTS. Engineer covenants that, during the performance of this Contract and any Agreement for a specified Project, Engineer will:

(a) comply with all federal statutes and regulations relating to nondiscrimination in federally assisted programs.

(b) comply with the State of Colorado's requirements for State Revolving Fund Loan Projects.

(c) comply with all other laws, regulations, and requirements for applicable Federal, State,

local , and grant funded Projects.

6. RIGHTS TO INVENTIONS. Plans, drawings, designs, specifications, inventions, reports and all other documents and materials generated under this Contract or any Agreement for a specified Project shall become the sole property of City, subject to applicable federal grant requirements, and City shall be vested with all rights therein of whatever kind and however created, whether by common law, statute, or equity. Engineer shall retain sole ownership of pre-existing proprietary property, including but not limited to, computer programs, software, diagrams, and models.

7. INSURANCE AND INDEMNITY.

(a) Engineer agrees that it has procured and will maintain during the term of this Contract, such insurance as will protect it and City from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(1) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

(2) Commercial General Liability Insurance. The Engineer shall secure and maintain during the period of this agreement/contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Engineer with respect to all work performed by him and all his subcontractors under the Agreement/Contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers, and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Engineer under the provisions of the Agreement/Contract, and "Completed Operations and Projects Liability" coverage.

(3) Professional Liability Insurance with coverage of not less than $1,000,000 and in a form and with a deductible acceptable to City.

(4) Comprehensive Automobile Liability Insurance. The Engineer shall procure and maintain during the period of the Agreement/Contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Engineer from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Engineer.

(c) Engineer shall furnish to City a certificate or certificates of insurance showing compliance with this section 7. Engineer shall obtain a special endorsement from its insurance carrier that provides that the insurance shall not be changed or cancelled until ten (10) days after written notice has been given to City and provide a copy of such endorsement to City. Engineer shall immediately notify City of any substantial

change in, or cancellation, or non-renewal of any such insurance.

(d) Engineer agrees to hold harmless, defend and indemnify City from and against liability to third parties, to the proportionate extent caused by or arising out of negligent acts, errors or omissions of Engineer, its employees, subcontractors, and consultants.

9. STATE-IMPOSED MANDATES PROHIBITING WORKERS WITHOUT AUTHORIZATION FROM PERFORMING WORK

(a) At or prior to the time for execution of this Contract, Engineer shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with a "Worker Without Authorization", as that term is defined within §8-17.5-101 (9), C.R.S. (herein "Worker Without Authorization"), who will perform work under this Contract and that the Engineer will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

(b) Engineer shall not:

(i) Knowingly employ or contract with a Worker without Authorization to perform work under this Contract;

(ii) Enter into a contract with a subcontractor that fails to certify to Engineer that the subcontractor shall not knowingly employ or contract with a Worker without Authorization to perform work under this Contract.

(c) The following state-imposed requirements apply to this Contract:

(i) The Engineer shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

(ii) The Engineer is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(iii) If the Engineer obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a Worker without Authorization to perform work under this Contract, the Engineer shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Engineer has actual knowledge that the subcontractor is employing or contracting with a Worker without Authorization; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(iii)A. above, the subcontractor does not stop employing or contracting with the Worker without Authorization; except that the Engineer shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a Worker without Authorization.

(iv) The Engineer is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of

an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

(d) Violation of this Section by the Engineer shall constitute a breach of contract and grounds for termination. In the event of such termination, the Engineer shall be liable for City's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Engineer to violate any terms of participation in the E-Verify Program.

10. CERTIFICATIONS. Engineer certifies that:

(a) Neither Engineer nor any of its principals are presently, or at the time of execution of any Agreement for a specified Project, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract or in any such subsequent Agreement for a specified Project by any entity or agency. Engineer will include this clause in all lower tier transactions, solicitations, proposals, contracts, subcontracts, and agreements.

(b) Engineer is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representatives and that it will comply with the Department of Transportation trade restriction regulations 49 CFR Part 30. Engineer will include this clause and other clauses required by said trade restriction regulations in all lower tier transactions, solicitations, proposals, contracts. subcontracts, and agreements.

11. NOTICES. Any notice required or permitted by this Contract shall be in writing and may be served personally or mailed by first-class mail, postage prepaid, addressed to the party at its address shown on the first page hereof, and if to the City, a copy of thereof shall be given to City of Pueblo, Department of Stormwater Utility, Attn: Jeff Hawkins, Director, 211 E. D Street, Pueblo, CO 81003. Either party may change addresses upon written notice given to the other party specifying the changed address.

12. FINANCIAL OBLIGATIONS OF CITY. All financial obligations of the City under this Contract and any Agreement for a specified Project in any subsequent fiscal year of the City are subject to, and contingent upon, funds being specifically budgeted and appropriated for such purposes (Projects). This Contract is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract and any Agreement for a specified Project, with respect to any financial obligation of the City which may arise under this Contract in any fiscal year after 2021, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Contract or any Agreement for a specified Project by the City, and the City may terminate this Contract or any Agreement for a specified Project without liability.

13. MISCELLANEOUS.

(a) This Contract shall be governed and interpreted in accordance with the laws of the State of Colorado.

(b) In the event of any litigation arising out of this Contract, the court shall award to the prevailing party its costs and reasonable attorney fees. Venue for any such litigation shall be Pueblo County, Colorado.

(c) This Contract contains the entire agreement between the City and Engineer and incorporates all prior written and oral understandings and agreements between the parties.

(d) This Contract may only be modified or amended by written instrument signed by both City

and Engineer.

(e) This Contract shall be binding upon and inure to the benefit of City and Engineer and their respective successors and assigns, provided, however, Engineer shall not assign this Contract, Agreement for a specific Project, or any interest herein without the prior written consent of City.

14. PERA LIABILITY

The Engineer shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Contract. The Engineer shall fill out the Colorado PERA Questionnaire attached hereto and submit the completed form to City as part of the signed Contract.

IN WITNESS WHEREOF the parties hereto have made and executed this Contract as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
City Clerk

[S E A L]

AECOM TECHNICAL SERVICES, INC.

By_____
Ryan Weaver, Vice President

BALANCE OF APPROPRIATION EXISTS FOR THIS CONTRACT AND FUNDS ARE AVAILABLE.

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

PROPOSED AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
AECOM TECHNICAL SERVICES, INC.

THIS AGREEMENT made and entered this ____ day of _____, 20____ by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner" or "City") and AECOM Technical Services, Inc., a California Corporation authorized to do business in the State of Colorado, a professional engineering firm (hereinafter "Engineer") for Engineer to render certain professional planning, design, engineering and related services for Owner in connection with Bid 21-071 Stormwater Department Engineer of Record hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL

1.1 Engineer shall satisfactorily perform professional engineering services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[ ] - Study and Report Phase

[ ] - Preliminary Design (Schematic) Phase

[ ] - Final Design Phase

[ ] - Construction Documents & Bidding Phase

[ ] - Construction Phase

Upon completion of any phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, and planning services. Engineer shall also provide any landscape engineering, surveying, and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described generally in Schedule 1 – "Scope of Services" and the items identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services.

1.3 Professional engineering services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to Owner and which shall be signed by and bear the seal of such registered engineer.

1.4 Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

1.5 Any architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

SECTION 2. ENGINEERING SERVICES

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project

during the Study and Report Phase, Engineer shall:

(a) Consult with Owner to determine his requirements for the Project and review available data.

(b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c) and assist Owner in obtaining any such services.

(c) Provide special analyses of Owner's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

(d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.

(e) Provide general economic analysis of Owner's requirements applicable to various alternatives.

(f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner and setting forth Engineer's findings and recommendations with opinions of probable costs.

(g) Furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with Owner. Owner may request additional copies as needed for no additional charge.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall:

(a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study Report on the Project.

(b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.

(c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.

(d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to Owner based thereon.

(e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.

(f) Engineer shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the Project during the Final Design Phase, Engineer shall:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope,

extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Engineer **shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR ' 36 Standards.**

(b) Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions, and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Engineer's professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

(e) Engineer shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

2.4 Construction Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall:

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Engineer shall consider and incorporate, to the extent both advisable and feasible, Owner's standard forms of agreement, warranty, payment and performance bonds, general conditions, and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to Owner. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.

(c) Make recommendations to Owner concerning the need for prequalification of equipment, vendors or bidders, and, if requested by Owner, incorporate prequalification requirements in final bid and construction contract documents.

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Engineer's advice.

2.5 Construction Phase. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contract or contracts for construction of the Project, Engineer shall:

(a) Perform all duties and functions to be performed by Engineer under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Schedule 1 - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

(c) Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.

(d) Promptly advise the Owner in writing of any omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, supplier, or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data, and other submittals of the Contractor for conformance with the design concept of Project and compliance with the Drawings, Specifications, and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has inspected the Project and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the Drawings, Specifications, and other contract documents.

(i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

(k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

(l) The Engineer shall, if provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Contractor, the Engineer shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Engineer shall be final and binding on the Contractor and Owner, unless the Director of Public Works of the Owner shall, within seven calendar days after receipt of the Engineer's interpretation or decision, file his written objections thereto with the Architect and Contractor.

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

(a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including designs, Drawings, Specifications, reports, and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his work.

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Engineer's negligent act or omission; except that Engineer hereby irrevocably waives and excuses Owner and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.

(c) Engineer's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.

(d) Engineer shall be completely responsible for the safety of Engineer's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss, or injury to Engineer's employees.

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Schedule 3 - "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

Within five (5) days of execution of this Agreement, Engineer shall designate in writing a Project representative who shall have complete authority to bind Engineer, and to whom Owner should address communications.

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's timetable for achievement of interim tasks and final completion of Project work, provided however, the Engineer will not be responsible for delays beyond his control.

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Engineer shall be compensated for his direct costs and professional time at the rates set forth in Schedule 2 - "Fee Schedule".

2.7 Requirements Where Federal Assistance Provided. [Select one]

[THIS SECTION RESERVED - NOT APPLICABLE TO THIS CONTRACT]

or

(a) Engineer understands that Owner will be funding the Project in part or in whole by a grant or loan from _____ (the "Federal Agency"). Engineer agrees it is subject to and shall comply with all applicable grant or loan conditions and the regulations of the Federal Agency which apply to the work under this Agreement, whether referenced in Schedule 1 or not. All applicable loan or grant conditions and regulations of the Federal Agency and regulations are incorporated into this Agreement by reference.

or

[insert specific language required by the federal agency or state entity as required]

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Engineer of Owner's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies or data possessed by Owner which relates to design or construction of the Project.

(d) Assist in arranging for Engineer to have access to enter private and public property as required for Engineer to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of Drawings, design, Specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the professional adequacy of his work. The Owner's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(f) Upon advice of the necessity to do so from Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.

(h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 45 days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – "Scope of Services" and Section 1 of this Agreement.

SECTION 5. PAYMENT

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $ _____ in the aggregate, and not to exceed those maximum amounts set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Exhibit B as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

5.2 Engineer shall submit monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within 30 days of the date of receipt by Owner's representative of the billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Schedule 2 - "Fee Schedule."

5.4 No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

5.5 No compensation shall be paid to Engineer for services required and expenditures incurred in correcting Engineer's errors, omissions, or negligence.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Paragraph 2.6(g).

Section 6. TERMINATION

6.1 Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Engineer and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.2 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Client. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

6.3 In the event termination of this Agreement or Engineer's services is for breach of this Agreement by Engineer, or for other fault of Engineer including but not limited to any failure to timely proceed with work, or to pay its employees and Engineers, or to perform work according to the applicable professional standards of care, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Engineer's entire right to compensation shall be limited to the lesser of (a) the reasonable value of completed work to Client or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.4 Engineer's professional responsibility for its completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement. In the event Owner uses the designs, Drawings or Specifications provided hereunder for another project independent from Project, without adaptation by Engineer,

Owner shall hold harmless and indemnify Engineer from all loss, claims, injury, and judgments arising from the use of such designs, Drawings or Specifications for such other project.

(b) Advertising. Unless specifically approved in advance in writing by Owner, Engineer shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Engineer's employees. If Engineer wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the Owner for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.2 Insurance and Indemnity.

(a) Engineer agrees that he has procured and will maintain during the term of this Agreement, such insurance as will protect him from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of his employees or of any person other than his employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than One Million Dollars ($1,000,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, One Million Dollars ($1,000,000.00) per occurrence for property damage, and One Million and No/100 Dollars ($1,000,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance with coverage of not less than $1,000,000 and in a form and with a deductible acceptable to owner.

(c) Engineer agrees to hold harmless, defend and indemnify Owner from and against liability to third parties, to the proportionate extent caused by or arising out of negligent acts, errors or omissions of Engineer, his employees, subcontractors, and consultants.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo (Owner), Attn: Jeff Hawkins, Director of Stormwater, 211 E. "D" Street, Pueblo, CO 81003, or to AECOM Technical Services, Inc. (Engineer), Attn: Ryan Weaver, 2315 Briargate Pkwy, Suite 150, Colorado Springs, CO 80920. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.5 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Engineer may be assigned by him without the written

consent of the Owner. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Engineer and by Owner's Director of Public Works.

7.7 Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado.

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

7.9 Severability. If any provision of this Agreement, except for Section 2.6, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.6 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.10 Appropriations. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Engineer shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

7.11 Additional Requirements on Federally Funded Contracts. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal funds, then this Agreement shall be construed to include all applicable terms required by the federal assistance agreement and integrated federal regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal requirements, irrespective of Engineer's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

7.12 Access to Property Not Under Owner's Control. Engineer acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Engineer and Engineer's employees and consultants shall, at Engineer's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Engineer in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Engineer understands and agrees that entry to properties not under Owner's control may require Engineer to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES

8.1 Any dispute or disagreement between Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be determined and decided by the Owner's Director of Public Works whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, pursuant to Rule 106, C.R.C.P.

8.2 Pending resolution of any dispute or disagreement, or judicial review, Engineer shall proceed diligently with performance of his work under this Agreement.

SECTION 9. SCHEDULES

The following Schedules are attached to and made a part of this Agreement:

Schedule 1 - "Scope of Services" consisting of _____ pages.

Schedule 2- "Fee Schedule" consisting of ___ pages.

Schedule 3 - "Identification of Personnel, Subcontractors, and Task Responsibility."

SECTION 10. ACCESSIBILITY.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Engineer therefore, will use his or her best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

SECTION 11. STATE-IMPOSED MANDATES PROHIBITING WORKERS WITHOUT AUTHORIZATION FROM PERFORMING WORK

(a) At or prior to the time for execution of this Contract, Engineer shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with a "Worker Without Authorization", as that term is defined within §8-17.5-101 (9), C.R.S. (herein "Worker Without Authorization"), who will perform work under this Contract and that the Engineer will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Engineer shall not:

(i) Knowingly employ or contract with a Worker without Authorization to perform work under this Agreement;

(ii) Enter into a contract with a subcontractor that fails to certify to Engineer that the subcontractor shall not knowingly employ or contract with a Worker without Authorization to perform work under this Agreement.

(c) The following state-imposed requirements apply to this Agreement:

(i) The Engineer shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

(ii) The Contractor is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(iii) If the Engineer obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a Worker without Authorization to perform work under this Agreement, the Engineer shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Engineer has actual knowledge that the subcontractor is employing or contracting with

a Worker without Authorization; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(iii)A. above, the subcontractor does not stop employing or contracting with the Worker without Authorization ; except that the Engineer shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a Worker without Authorization.

(iv) The Engineer is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

(d) Violation of this Section by the Engineer shall constitute a breach of the agreement and grounds for termination. In the event of such termination, the Engineer shall be liable for City's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Engineer to violate any terms of participation in the E-Verify Program.

SECTION 12. PERA LIABILITY

The Engineer shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Engineer shall fill out the Colorado PERA Questionnaire attached hereto and submit the completed form to City as part of the signed Agreement.

(Signature page follows)

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
City Clerk

[S E A L]

AECOM TECHNICAL SERVICES, INC.

By_____
Ryan Weaver, Vice President

BALANCE OF APPROPRIATION EXISTS FOR THIS CONTRACT AND FUNDS ARE AVAILABLE.

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

City Clerk's Office Item # R-9

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: February 14, 2022

TO: President Heather Graham 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 3004 SOUTH PRAIRIE AVENUE FROM B-3, HIGHWAY AND ARTERIAL BUSINESS DISTRICT TO BP, BUSINESS PARK DISTRICT

SUMMARY:

The applicant is requesting to rezone Lot 1, Block 1, South Prairie Subdivision 2nd, from B-3, Highway and Arterial Business District to B-P, Business Park District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant is requesting to rezone the property to a BP, Business Park Zone District to allow assembly and light manufacturing uses within the existing metal warehouse structure on the site. 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 was subdivided in 1976 to facilitate development of warehousing, light industrial and commercial uses, creating a light industrial and business park. In 1976 a Special Use Permit was granted to allow a warehousing use for the Coca-Cola Bottling Company at the site. A 16,000 square foot, metal warehouse was constructed on Lot 1 in 1977 and was used as the Coca-Cola Bottling Company warehouse until the mid-2000's. Adjacent properties to the south and east are zoned B-3, Highway Commercial Arterial, and contain light industrial uses. The property to the west is zoned I-2, Industrial District, and is developed with a wireless communications tower (cell tower). The subject property meets the BP Zone District minimum lot size, front and rear setbacks (the lot has multiple front setbacks and no rear setback because it sits adjacent to three public rights-of-way). However, the BP Zone District requires all structures within the district to be located a minimum of 100-feet away from an existing residential zone district and the metal warehouse on site sits approximately 10-feet from a R-2 Zone District located directly north of the site. The R-2

Zone District property is approximately 43,205 square feet and is developed with a single-family home, multiple accessory structures, and has numerous FedEx commercial vehicles on site. The R-2 zoning appears to be a remnant of the historic residential zoning that existed prior to the late 1960's. Because the rezoning site does not meet the structure separation distance from residential districts, the property owner has requested and has been granted a variance from the 100-foot building separation requirement by the Zoning Board of Appeals at the January 25, 2022 Regular Meeting. The proposed rezoning conforms to the comp plan designation of Employment Center Light Industry Mixed Use and the surrounding light industrial park development.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 12, 2022 Regular Meeting, voted 6-0 to recommend approval. (City Council appointment not filled at the time of the meeting)

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 January 12, 2022 Public Hearing
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. 10124

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 3004 SOUTH PRAIRIE AVENUE 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:

3004 S. Prairie Rezone from B-3 to BP Legal Description
Lot 1, Block 1, 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 February 14, 2022 .

Final adoption of Ordinance by City Council on February 28, 2022 .

President of City Council

Action by the Mayor:

☒ Approved on March 2, 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

TITLE COMMITMENT INFORMATION

THE PROPERTY HEREON DESCRIBED IS THE SAME AS THE PERTINENT PROPERTY AS DESCRIBED IN FIDELITY NATIONAL TITLE COMPANY, COMMITMENT FILE NO.: 597-F0697721-320-BWZ, WITH AN EFFECTIVE DATE OF DECEMBER 11, 2020.

LEGAL DESCRIPTION

LOT 1, EXCEPT THE WEST 7 FEET THEREOF, BLOCK 1, SOUTH PRAIRIE SUBDIVISION FILING NO. 2, COUNTY OF PUEBLO, STATE OF COLORADO.

NOTES CORRESPONDING TO SCHEDULE B

8 — COVENANTS, CONDITIONS, RESTRICTIONS, NOTES AND EASEMENTS AS SHOWN ON SAID SUBDIVISION RECORDED AUGUST 19, 1976 IN MAP BOOK S AT PAGE 63. (AFFECTS, PLOTTED AS SHOWN)

9 — TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE AGREEMENT AS SET FORTH BELOW:

RECORDING DATE: AUGUST 19, 1976
RECORDING NO.: BOOK 1857 AT PAGE 688 AT RECEPTION NO. 524019
(DOES NOT AFFECT, DOCUMENT APPEARS TO AFFECT LOT 8, BLOCK 2, SOUTH PRAIRIE SUBDIVISION FILING NO. 2 WITH REGARDS TO DRAINAGE AND SURFACE WATER DETENTION BASIN AND APPURTENANT FACILITIES TO BE CONSTRUCTED AND INSTALLED.)

10 — TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE AGREEMENT AS SET FORTH BELOW:

RECORDING DATE: AUGUST 19, 1976
RECORDING NO.: BOOK 1857 AT PAGE 704 AT RECEPTION NO. 524027
(AFFECTS, BLANKET IN NATURE)

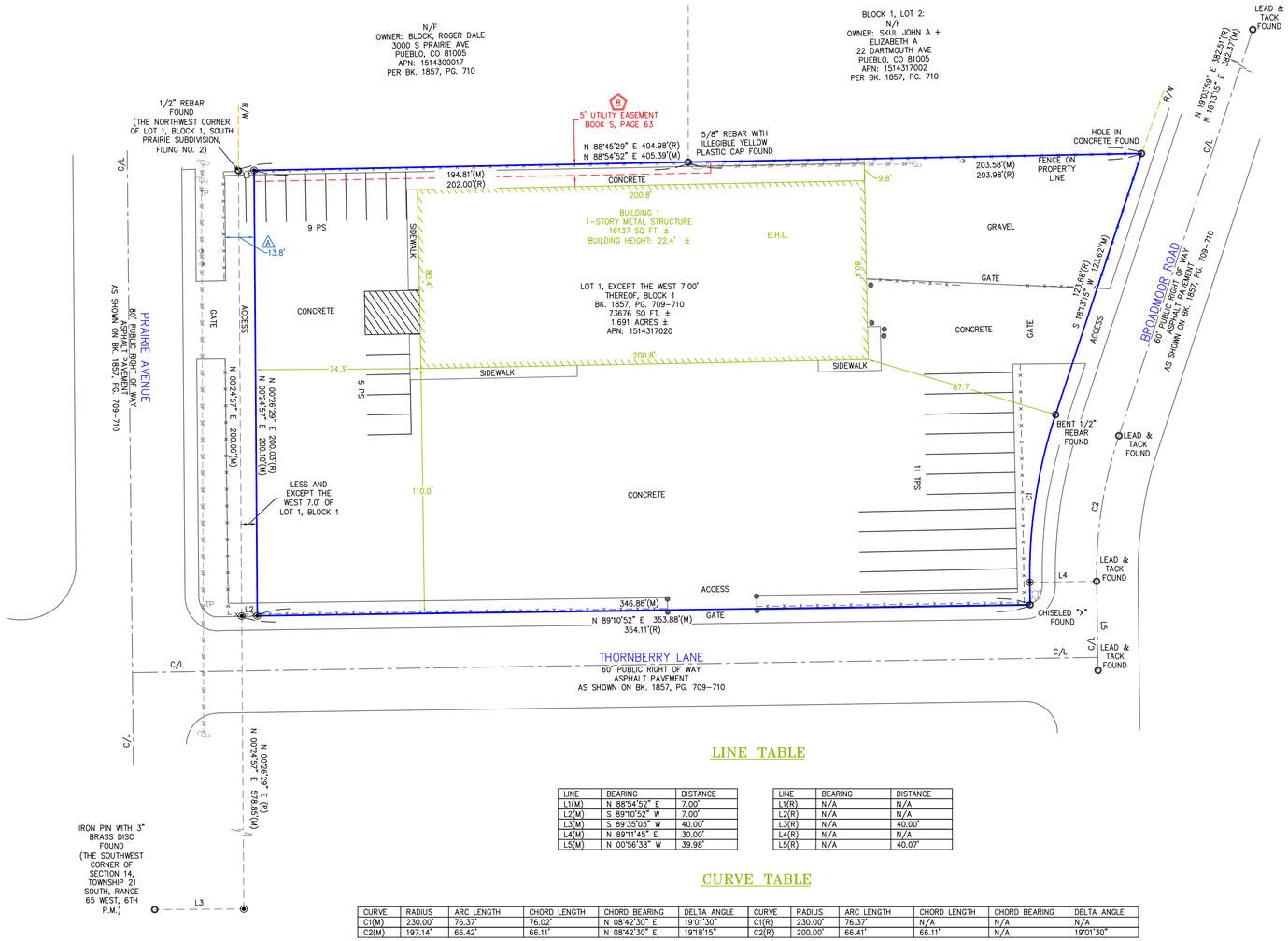
GENERAL NOTES

1. NO UNDERGROUND UTILITIES ARE SHOWN ON THIS SURVEY, ONLY ABOVE GROUND VISIBLE EVIDENCE OF UTILITIES ARE SHOWN.
2. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO: UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
3. THIS SURVEY MEETS OR EXCEEDS THE SURVEY STANDARDS/STANDARDS OF CARE AS SET FORTH IN SECTION 3 OF THE 2016 ALTA/NSPS SURVEY REQUIREMENTS.
4. THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO PRAIRIE AVENUE, THORNBERRY LANE, AND BROADMOOR ROAD, BEING DEDICATED PUBLIC STREET OR HIGHWAY.
5. THERE IS NO VISIBLE EVIDENCE OF CEMETERIES ON SUBJECT PROPERTY.
6. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
7. THE PARCELS CONTAINED IN THE LEGAL DESCRIPTION ARE CONTIGUOUS WITHOUT ANY GAPS, GORES OR OVERLAPS.
8. BUILDING AREAS SHOWN HEREON ARE FOR THE FOOTPRINT OF THE BUILDING ONLY.
9. NO APPARENT CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION. NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
10. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A COLORADO LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
11. THERE IS NO EVIDENCE OF ANY DELINEATED WETLAND AREAS, PER THE U.S. FISH & WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY WEBSITE. NO MARKERS FROM A FIELD DELINEATION OF WETLANDS CONDUCTED BY A QUALIFIED SPECIALIST WERE OBSERVED DURING THE COURSE OF THE ALTA SURVEY.
12. THE NEAREST INTERSECTING STREET IS THE INTERSECTION OF THORNBERRY LANE AND BROADMOOR ROAD, WHICH ABUTS THE SE CORNER OF THE SUBJECT PROPERTY.
13. THE DISTANCES SHOWN HEREON ARE GRID. COMBINED SCALE FACTOR (GRID TO GROUND) = 1.000264093 17078.
14. IN REGARDS TO ALTA TABLE A ITEM 10(A), NO VISIBLE CERTAIN DIVISION OR PARTY WALLS WITH RESPECT TO ADJOINING PROPERTIES WERE OBSERVED AT THE TIME THE FIELDWORK WAS PERFORMED, NOR WERE ANY DESIGNATED BY THE CLIENT, NECESSARY PERMISSIONS WERE NOT PROVIDED.

STATEMENT OF ENCROACHMENTS

A FENCE APPEARS TO CROSS PROPERTY LINE BY AS MUCH AS 13.8'

1" = 30'
GRAPHIC SCALE
0 15' 30' 60'



LINE TABLE

LINE	BEARING	DISTANCE
L1(M)	N 88°54'52" E	7.00'
L2(M)	S 89°10'52" W	7.00'
L3(M)	S 89°35'03" W	40.00'
L4(M)	N 89°11'45" E	30.00'
L5(M)	N 00°56'38" W	39.98'

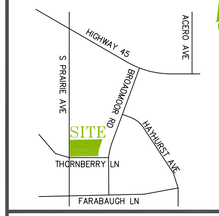
LINE	BEARING	DISTANCE
L1(R)	N/A	N/A
L2(R)	N/A	N/A
L3(R)	N/A	40.00'
L4(R)	N/A	N/A
L5(R)	N/A	40.07'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1(M)	230.00'	76.37'	76.02'	N 08°42'30" E	19°01'30"	C1(R)	230.00'	76.37'	N/A	N/A	N/A
C2(M)	197.14'	66.42'	66.11'	N 08°42'30" E	19°18'15"	C2(R)	200.00'	66.41'	66.11'	N/A	19°01'30"

VICINITY MAP

NOT TO SCALE



SHEET 1 OF 1

LAND AREA

73676± SQUARE FEET
1.691± ACRES

PARKING

REGULAR= 14
TRUCK = 11
HANDICAP= 0
TOTAL= 25

FLOOD INFORMATION

FLOOD NOTE: BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AVAILABLE ONLINE AT WWW.MSC.FEMA.GOV, AND BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X" ON FLOOD INSURANCE RATE MAP NUMBER 08101C0710D, WHICH BEARS AN EFFECTIVE DATE OF 08/15/2019 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. BY REVIEWING FLOOD MAPS PROVIDED BY THE NATIONAL FLOOD INSURANCE PROGRAM WE HAVE LEARNED THIS COMMUNITY DOES PARTICIPATE IN THE PROGRAM.

BEARING BASIS

THE BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH PER COLORADO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83-2011, AS MEASURED ALONG THE CENTER LINE OF THORNBERRY LANE WHICH BEARS N 89°57'91" W PER GPS COORDINATE OBSERVATIONS
LATITUDE: 38°12'57.9054"
LONGITUDE: -104°38'31.8237"
CONVERGENCE ANGLE: 00°31'34.2196"

LEGEND

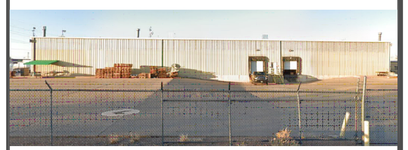
SQ.FT.	SQUARE FEET	R/W	RIGHT OF WAY
PS	PARKING SPACE(S)	C/L	CENTER LINE
TPS	TRUCK PARKING SPACE(S)		UTILITY POLE
TP	TELEPHONE PEDESTAL		GUY ANCHOR
	PROPERTY CORNER (NOT FOUND OR SET)		FIRE HYDRANT
	FOUND CORNER AS NOTED		BOLLARD
(M)	MEASURED/CALCULATED DIMENSION	OHU	OVERHEAD UTILITY LINE
(R)	RECORD DIMENSION	X	FENCE
B.H.L.	BUILDING HEIGHT LOCATION		CENTER LINE OF ROAD
N/F	NOW OR FORMERLY		NOT TO SCALE
			RIGHT-OF-WAY LINE
			EASEMENT LINE

ALTA/NSPS LAND TITLE SURVEY

JOB #: 432724
SOUTH PRAIRIE AVENUE
3004 SOUTH PRAIRIE AVENUE

PUEBLO COUNTY PUEBLO, COLORADO

SITE PICTURE



COORDINATED BY:

AEI CONSULTANTS
2500 CAMINO DIABLO
WALNUT CREEK, CA, 94597

TELEPHONE: 925.746.6000
EMAIL: SURVEYS@AEICONSULTANTS.COM

SURVEYOR'S CERTIFICATE

TO: ARC INVESTMENTS LLC AND FIDELITY NATIONAL TITLE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 7(a), 7(b)(1), 7(c), 8, 9, 10A, 13, 14, 16, AND 17 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 01/08/2021. DATE OF PLAT OR MAP: 01/27/2021.

PRELIMINARY

JASON M. PAGE
PROFESSIONAL LAND SURVEYOR NO.: 38723
STATE OF COLORADO

SURVEYED BY:

BLEW & ASSOCIATES, P.A.
3825 N SHILOH DRIVE
FAYETTEVILLE, AR 72703.
SURVEY@BLEWINC.COM

DATE	REVISION HISTORY	BY

SURVEYOR JOB NUMBER: 21-0026
SCALE: 1" = 30'
DRAWN BY: RM
APPROVED BY: JMP

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Vacant
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, January 12, 2022 – 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 3:33 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, and Lisa Bailey.

Commissioners Absent: City Council Representative Chair is currently vacant.

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; Danielle Baxter, Planner; Bart Mikitowicz, Planner; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to approve the agenda, Seconded by Spinuzzi.

Motion passed 6-0.

PUBLIC MEETING AND ACTION

Regular Agenda

1. **Z-21-21: Rezoning 3004 S Prairie Avenue:** 1.69 acres located east of S. Prairie Ave. and north of Thornberry Ln., from B-3, Highway and Arterial Business District to B-P, Business Park Zone District

Staff Report by Beritt Odom

BACKGROUND AND ANALYSIS:

Mr. Rubin, owner of 3004 S. Prairie Avenue is requesting to rezone the property to a BP, Business Park Zone District to allow assembly and light manufacturing uses within the existing metal warehouse structure on the site. 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 was subdivided in 1976 to facilitate development of warehousing, light industrial and commercial uses, creating a light industrial and business park. In 1976 a Special Use Permit was granted to allow a warehousing use for the Coca-Cola Bottling Company at the site. A 16,000 square foot, metal warehouse was constructed on Lot 1 in 1977 and was used as the Coca-Cola Bottling Company warehouse until the mid-2000's. Adjacent properties to the south and east are zoned B-3, Highway Commercial Arterial, and house light industrial uses. The property to the west is zoned I-2, Industrial District, and is developed with a wireless communications tower (cell tower).

The subject property meets the BP Zone District minimum lot size, front and rear setbacks (the lot has multiple front setbacks and no rear setback because it sits adjacent to three public rights-of-way). However, the BP Zone District requires all structures within the district to be located a minimum of 100-feet away from an existing residential zone district and the metal warehouse on site sits approximately 10-feet from a R-2 Zone District located directly north of the site. The R-2 Zone District property is approximately 43,205 square feet and is developed with a single-family home, multiple accessory structures, and has numerous FedEx commercial vehicles on site. The R-2 zoning appears to be a remnant of the historic residential zoning that existed prior to the late 1960's. Because the rezoning site does not meet the structure separation distance from residential districts, the property owner is requesting a concurrent variance from the 100-foot building separation requirement. The proposed rezoning conforms to the comp plan designation of Employment Center Light Industry Mixed Use and the surrounding light industrial park development.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is approximately 73,285 square feet with the majority of the site paved in concrete and developed with a 16,000 square foot metal warehouse structure.

- **Neighborhood Compatibility:**

North	R-2, Single-family Residential District, developed with a residential structure, accessory structures and houses multiple commercial vehicles.

East	B-3, Highway and Arterial Business District, self-storage units.
South	B-3, Highway and Arterial Business District,
West	I-2, Industrial District, wireless communications tower.

- **Comprehensive Plan Compliance:**
  The proposed rezoning request conforms with the Pueblo Comprehensive Plan designation of Employment Center – Light Industrial Mixed Use. According to the Comprehensive Plan, light industrial uses, such as manufacturing, assembly, 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 light manufacturing facility use must comply with the BP performance standards which prohibits industrial processes that emit significant smoke, noise, or odors, and hazardous materials. Therefore, 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 additional staff condition**:

1. The applicant must secure a variance allowing the existing on-site structure to sit 10-feet from the adjacent R-2 zone district. The variance must be secured prior to City Council review.

HEARING: Nico Cordova (211 W 2nd St #306, Pueblo, CO 81003) spoke on behalf of the applicant and stated they signed a lease for Reyes Campers, manufacturing, and sales of campers. Property to north zoned R-2 wishes to rezone as well at a later time to BP zone district.

No one spoke in support or opposition for the application.

MOTION: Motion to recommend approval of Z-21-21 with the condition that the applicant must secure a variance allowing the existing on-site structure to sit 10-feet from the adjacent R-2 zone district prior to City Council review was made by Bailey, second by Avalos.

MOTION PASSED 6-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-21-21

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	January 12, 2022
SUBJECT:	Rezone from B-3, Highway and Arterial Business District to B-P, Business Park District
APPLICANT:	Aviv Rubin, AMP1, LLC
PROPERTY OWNER:	Aviv Rubin, AMP1, LLC
LOCATION:	3004 S. Prairie, generally located north of Thornberry Lane and east of S. Prairie Ave, Lot 1, Block 1, South Prairie Subdivision 2nd.
CONCURRENT REQUESTS:	ZBA-21-36, Variance from Section 17-4-5, (4), b., 3., which requires a structure in a BP Zone District to be 100-feet from an existing residential zone district.

REQUEST:
The applicant is requesting to rezone Lot 1, Block 1, South Prairie Subdivision 2nd, from B-3 to BP, to allow manufacturing and production uses on site.

BACKGROUND AND ANALYSIS:
Mr. Rubin, owner of 3004 S. Prairie Avenue is requesting to rezone the property to a BP, Business Park Zone District to allow assembly and light manufacturing uses within the existing metal warehouse structure on the site. 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 was subdivided in 1976 to facilitate development of warehousing, light industrial and commercial uses, creating a light industrial and business park. In 1976 a Special Use Permit was granted to allow a warehousing use for the Coca-Cola Bottling Company at the site. A 16,000 square foot, metal warehouse was constructed on Lot 1 in 1977 and was used as the Coca-Cola Bottling Company warehouse until the mid-2000's. Adjacent properties to the south and east are zoned B-3, Highway Commercial Arterial, and house light industrial uses. The property to the west is zoned I-2, Industrial District, and is developed with a wireless communications tower (cell tower).

The subject property meets the BP Zone District minimum lot size, front and rear setbacks (the lot has multiple front setbacks and no rear setback because it sits adjacent to three public rights-of-way). However, the BP Zone District requires all structures within the district to be located a minimum of 100-feet away from an existing

residential zone district and the metal warehouse on site sits approximately 10-feet from a R-2 Zone District located directly north of the site. The R-2 Zone District property is approximately 43,205 square feet and is developed with a single-family home, multiple accessory structures, and has numerous FedEx commercial vehicles on site. The R-2 zoning appears to be a remnant of the historic residential zoning that existed prior to the late 1960's. Because the rezoning site does not meet the structure separation distance from residential districts, the property owner is requesting a concurrent variance from the 100-foot building separation requirement. The proposed rezoning conforms to the comp plan designation of Employment Center Light Industry Mixed Use and the surrounding light industrial park development.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is approximately 73,285 square feet with the majority of the site paved in concrete and developed with a 16,000 square foot metal warehouse structure.

- **Neighborhood Compatibility:**

North	R-2, Single-family Residential District, developed with a residential structure, accessory structures and houses multiple commercial vehicles.
East	B-3, Highway and Arterial Business District, self-storage units.
South	B-3, Highway and Arterial Business District,
West	I-2, Industrial District, wireless communications tower.

- **Comprehensive Plan Compliance:**
  The proposed rezoning request conforms with the Pueblo Comprehensive Plan designation of Employment Center – Light Industrial Mixed Use. According to the Comprehensive Plan, light industrial uses, such as manufacturing, assembly, 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 light manufacturing facility use must comply with the BP performance standards which prohibits industrial processes that emit significant smoke, noise, or odors, and hazardous materials. Therefore, 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:**
  Minimum lot size in the BP is 20,000 square feet. The rezoning site is 73,616 square feet.

- **Lot coverage:**
  The B-P Zone District allows a maximum lot coverage of 50-percent. Existing lot coverage is 22-percent.

- **Zone District Performance Standards:**
  The B-P Zone District Performance Standards (Sec. 17-4-5) provide the requirements relating to

minimizing the impact of the development on the surrounding neighborhood and are described in detail below:

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 this Code applicable to commercial zones.

- Sec. 11-1-607 states, among other items, that the maximum permissible noise levels as measured 25-feet from the property line of the subject property shall not exceed 55 decibels (db(A)) between 7:00am and 7:00pm and shall not exceed 50 decibels between 7:00pm and 7:00am.
- The proposed manufacturing facility must comply with all noise regulations.

2. No vibrations resulting from any industrial, commercial, or business activity shall be measurable at the outer boundaries of the lot.

- The proposed manufacturing facility must not produce vibrations.

3. No odors resulting from any industrial, commercial, or business activity shall be discernible at the outer boundaries of the lot.

- The proposed manufacturing facility must not emit discernible odors.

4. No observable smoke shall be emitted from the parcel.

- The proposed manufacturing facility must not 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 proposed site almost completely paved or developed except for a small area in the northeast corner of the property. It is not anticipated that dust or dirt shall be discernible from the property boundary.

6. No noxious gases resulting from any industrial, commercial, or business activity shall be discernible beyond the outer boundaries of the lot.

- The manufacturing facility must not release noxious gases discernible from the property boundary.

7. No glare or heat generated from any industrial, commercial, or business activity shall be discernible beyond the outer boundaries of the lot.

- The manufacturing facility shall not generate heat or glare.

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 manufacturing facility shall not disrupt utility service.

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.

- The manufacturing facility shall comply with outdoor storage standards.

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 applicant's information.**

The interest of the applicant and the interest of the person, firm or corporation represented

by the applicant, be it legal, sales development, operation, or other interest.

- Comments **The application contains property owner's information.**

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 introduce a "light manufacturing" enterprise.**

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

- Comments **A survey of the property was provided.**

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

- Comments **The applicant indicated that redevelopment will begin in 2022.**

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

- Comments **The applicant states the "property owner has funds to complete zone change."**

REFERRAL AGENCIES AND COMMENTS:

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

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 additional staff condition**:

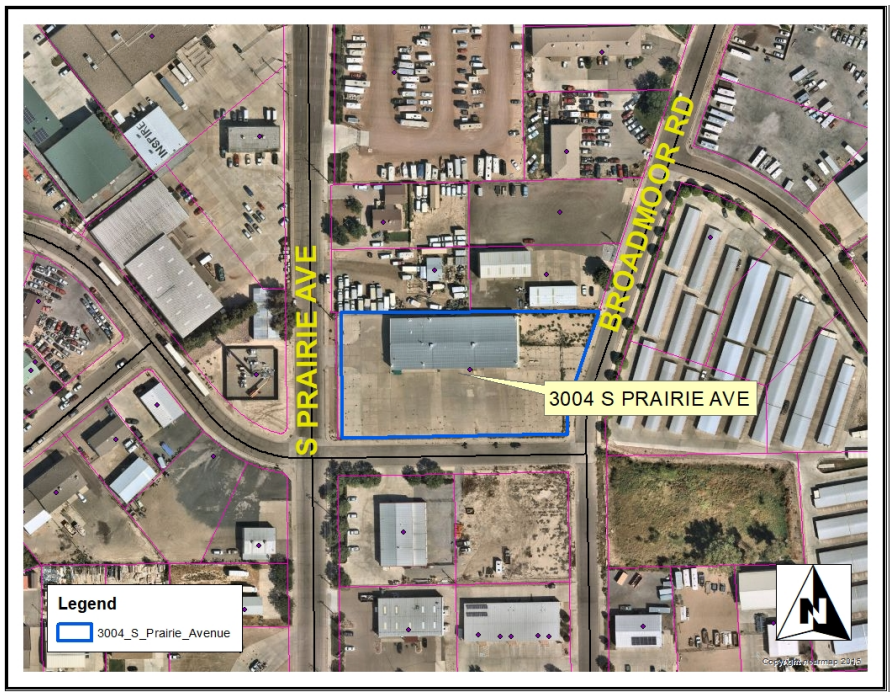
1. The applicant must secure a variance allowing the existing on-site structure to sit 10-feet from the adjacent R-2 zone district. The variance must be secured prior to City Council review.

ATTACHMENTS:

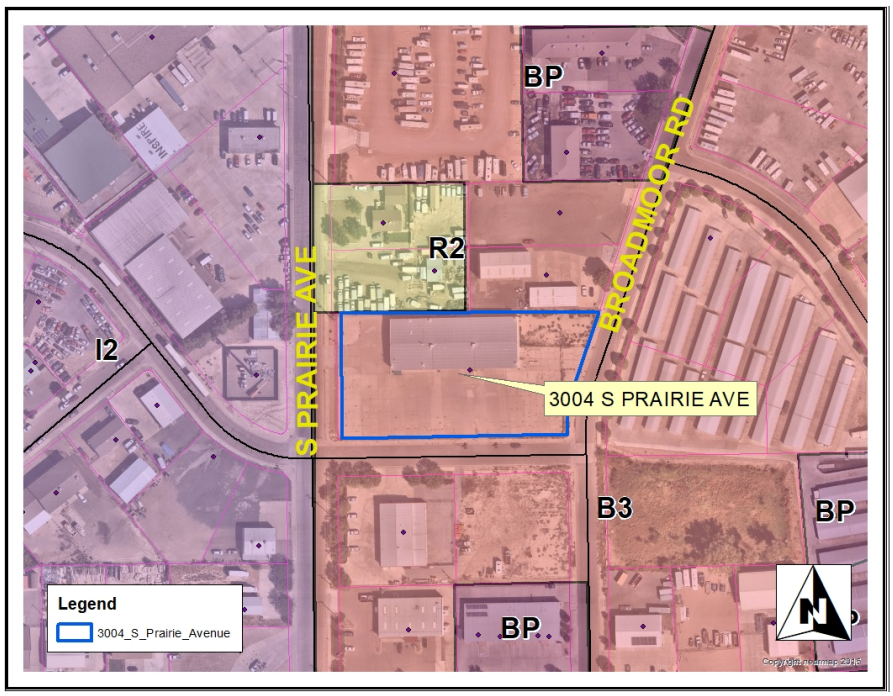
A. Arial Photograph
B. Zoning Map
C. Comprehensive Plan Map

D. **Public Notice Photographs**
E. **Site Photographs**
F. **B-P Zone District Information Sheet**
G. **Application**
H. **Site Survey**

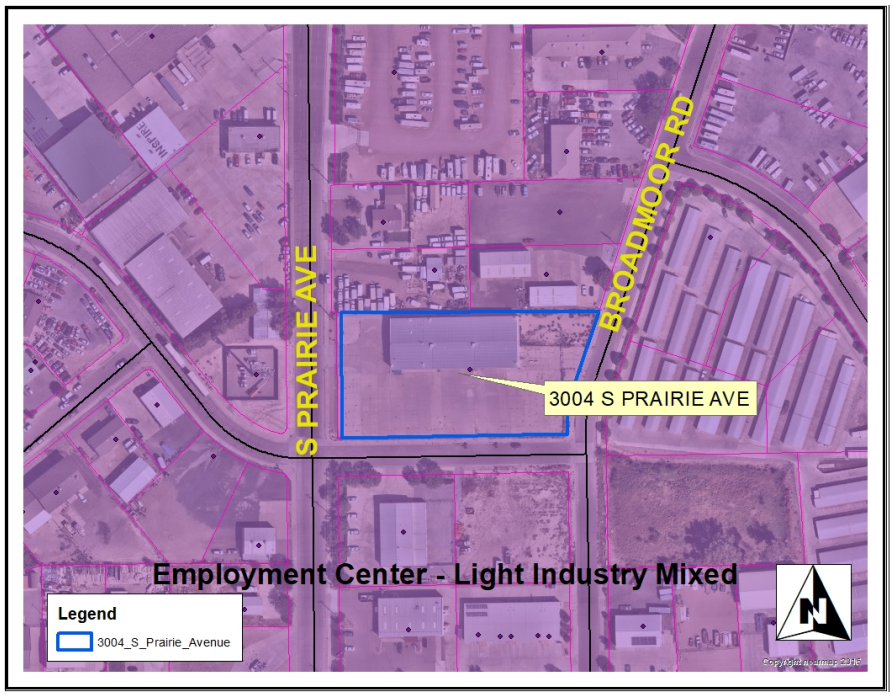
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Poster



E. 3004 S. Prairie looking east from S. Prairie Ave.



E. 3004 S. Prairie looking south from S. Prairie Ave.

E. Crane Ridge Dr. Rezoning site looking south from Crane Ridge Dr.

F. B-P Zone District Information Sheet

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Zone District: BP (Business Park District)

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

Setbacks: Front: 25' Side: 10'* Rear: 25'*
* There shall be no setback limitations for that portion of any lot that abuts property located in business or industrial zone districts.

Separation Distance:	100' from an existing residential zone
Coverage:	50%
Max. Height:	35' for buildings that are within 150' of a residential zone district. May be increased at a rate of 25' vertical for every additional 100' horizontal that the building is away from any residential zone district.
Minimum Lot Width:	100'
Minimum Lot Size:	20,000 Square Feet

PERFORMANCE STANDARDS:
Sec. 17-4-5(4)a.

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

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

Landscape: Required. § 17-4-7

Public Sidewalks: § 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

1. Accessory commissary
2. Accessory community garden
3. Accessory heliport, emergency medical
4. Adult day service center
5. Ambulance service
6. Art gallery
7. Artist studio
8. Auditorium
9. Automobile dealership
10. Automobile rental
11. Automobile repair, body shop
12. Automobile repair, lube shop
13. Automobile repair, repair shop
14. Bakery, retail
15. Banquet hall
16. Bar, tavern
17. Beauty salon or barbershop
18. Blood bank or donor station
19. Body art studio
20. Bowling alley
21. Broadcasting studio
22. Butcher shop
23. Car wash
24. Catering service
25. Charitable institution
26. Civic club
27. Commissary
28. Contractor's shop
29. Dog care facility
30. Farmers market
31. Financial drive-up facility
32. Financial institution
33. Food and drink processing facility, minor
34. Gas station
35. General service
36. Health club
37. Hospital
38. Hotel (Motel)
39. Instructional studio
40. Kennel (cattery)
41. Laundromat
42. Laundry service

Uses by right.

43. Manufacturing and production
44. Massage establishment
45. Mineral springs
46. Mortuary
47. Nursery
48. Office, general
49. Office, medical
50. Office, professional
51. Parking lot
52. Parking structure
53. Pawnshop
54. Pet shop
55. Pharmacy
56. Print shop
57. Public utilities
58. Recreation facilities, indoor
59. Rental shop, equipment
60. Rental shop, general
61. Repair shop, consumer items
62. Repair shop, durable goods
63. Restaurant
64. Restaurant, carry-out
65. Retail sales, auto parts
66. Retail sales, big box
67. Retail sales, garden center
68. Retail sales, general
69. Retail sales, liquor store
70. Retail sales, tires
71. Storage facility, outdoor
72. Storage facility, self-storage
73. Temporary farmers market
74. Temporary mobile food vendor
75. Theater, general
76. Theater, multiplex
77. Tow service
78. Truck stop
79. Urgent care facility
80. Veterinary clinic
81. Woodworking

Uses by review.

1. Auction house
2. Automobile auction
3. Child care center
4. Commercial, established
5. Community center
6. Contractor's yard
7. Crematory
8. Flea market
9. Food and drink processing facility, major
10. Funeral home
11. Heliport, emergency medical
12. Laboratory
13. Medical marijuana center (dispensary) (limited use permit)
14. Microbrewery
15. Parks, trails and open space
16. Pawnshop, automobile
17. Payday loan agency
18. Precious metal purchaser
19. Recreation facilities, general
20. Recycling collection center
21. Religious institution
22. Residence, watchman or caretaker
23. School, college or university
24. School, general
25. School, preschool
26. Shooting range
27. Tow yard
28. Truck parking
29. Truck sales and service
30. Warehousing uses
31. Wedding facility
32. Wholesaling uses
33. Wind Turbine

Conditional uses:

1. Accessory antenna
2. Accessory commercial patio
3. Accessory drive-thru
4. Accessory medical marijuana home cultivation
5. Accessory medical marijuana optional cultivation
6. Accessory solar array
7. Adult entertainment
8. Brewpub
9. Community garden
10. Development in floodplain
11. Food warehousing
12. Recreational vehicle, sales and service
13. Retail marijuana product manufacturing facility
14. Retail marijuana testing facility
15. Retail sales, building materials
16. School, trade
17. Smoking lounge
18. Temporary construction yard
19. Temporary mobile auto repair
20. Temporary outdoor sales, seasonal

city of PUEBLO colorado

Planning & Community Development

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

Planning & Zoning Map Amendment Application (Rezoning)

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

Property Owner	
Name: Aviv Rubin	
Company: AMP1, LLC	
Address: 5555 DTC Parkway, Suite 272, Greenwood Village	Zip: 80111
Phone: ( ) 818-601-2848	Email: arubin3373@gmail.com
Applicant	
Name: Aviv Rubin	
Company: AMP1, LLC	
Address: 5555 DTC Parkwway, Suite 272, Greenwood Village	Zip: 80111
Phone: ( ) 818-601-2848	Email:
Person or Firm Representing (If Different From) Owner or Applicant	
Name:	
Company:	
Address:	Zip:
Phone: ( )	Email:
*The **applicant** will be the primary contact unless otherwise noted.*	

Project Location: ~~3304 S Prairie Ave, Pueblo, CO~~ 3004 S. Prairie Ave, Pueblo, CO
(address or general description)

Parcel# 1514317020

Legal Description: LOT 1 BLK 1 SOUTH PRAIRIE SUB 2ND EXC W 7.00 FT FORMERLY #15-143-17-001

Subdivision: 7040 = CP,=Gramerps IP Acreage: 1.69

Existing Zone District: B3	**Proposed Zone District:** BP

Purpose of this Application:

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

(Continued from previous page)

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

Property is zoned B3 with surronding properties zoned BP. Occupant needs BP zoning for his assembly and light manufacturing processes.

Description of area surrounding proposed development:

Largely BP inustrial properites.

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.

Existing building. Is this required?

☐ 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: ASAP

Estimated date for completion of project: February for zone change.

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

Property owner has funds to complete zone change.

☐ 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: ☐ Approved ☐ Denied ☐Approved w/conditions	

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:	Aviv Rubin	
Signature:	Aviv Rubin	Date: 11/9/21
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

TITLE COMMITMENT INFORMATION

THE PROPERTY HEREON DESCRIBED IS THE SAME AS THE PERTINENT PROPERTY AS DESCRIBED IN FIDELITY NATIONAL TITLE COMPANY, COMMITMENT FILE NO.: 597-F0697721-320-BWZ, WITH AN EFFECTIVE DATE OF DECEMBER 11, 2020.

LEGAL DESCRIPTION

LOT 1, EXCEPT THE WEST 7 FEET THEREOF, BLOCK 1, SOUTH PRAIRIE SUBDIVISION FILING NO. 2, COUNTY OF PUEBLO, STATE OF COLORADO.

NOTES CORRESPONDING TO SCHEDULE B

8 — COVENANTS, CONDITIONS, RESTRICTIONS, NOTES AND EASEMENTS AS SHOWN ON SAID SUBDIVISION RECORDED AUGUST 19, 1976 IN MAP BOOK S AT PAGE 63. (AFFECTS, PLOTTED AS SHOWN)

9 — TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE AGREEMENT AS SET FORTH BELOW:

RECORDING DATE: AUGUST 19, 1976
RECORDING NO.: BOOK 1857 AT PAGE 688 AT RECEPTION NO. 524019
(DOES NOT AFFECT, DOCUMENT APPEARS TO AFFECT LOT 8, BLOCK 2, SOUTH PRAIRIE SUBDIVISION FILING NO. 2 WITH REGARDS TO DRAINAGE AND SURFACE WATER DETENTION BASIN AND APPURTENANT FACILITIES TO BE CONSTRUCTED AND INSTALLED.)

10 — TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE AGREEMENT AS SET FORTH BELOW:

RECORDING DATE: AUGUST 19, 1976
RECORDING NO.: BOOK 1857 AT PAGE 704 AT RECEPTION NO. 524027
(AFFECTS, BLANKET IN NATURE)

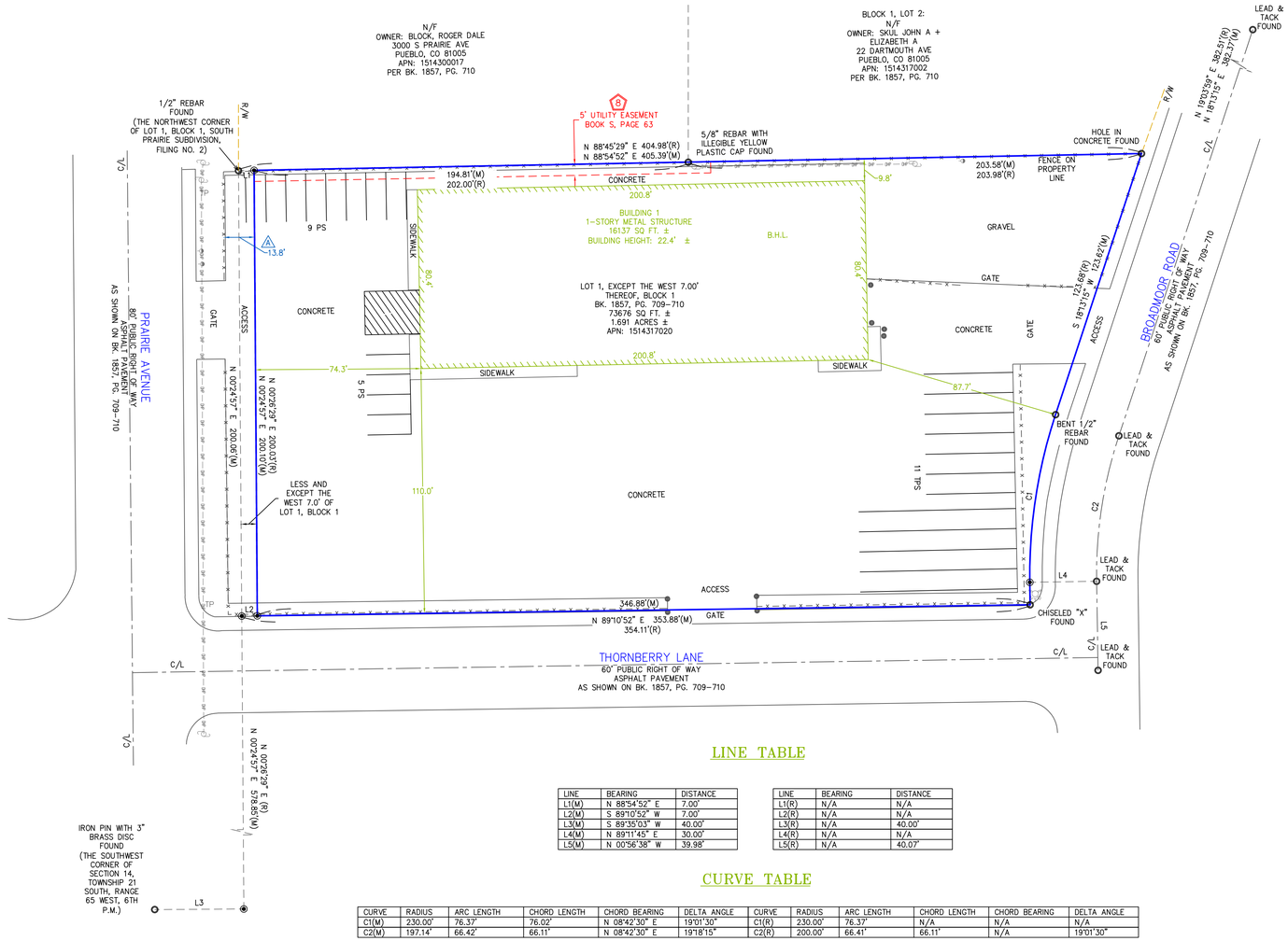
GENERAL NOTES

1. NO UNDERGROUND UTILITIES ARE SHOWN ON THIS SURVEY, ONLY ABOVE GROUND VISIBLE EVIDENCE OF UTILITIES ARE SHOWN.
2. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO: UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
3. THIS SURVEY MEETS OR EXCEEDS THE SURVEY STANDARDS/STANDARDS OF CARE AS SET FORTH IN SECTION 3 OF THE 2016 ALTA/NSPS SURVEY REQUIREMENTS.
4. THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO PRAIRIE AVENUE, THORNBERRY LANE, AND BROADMOOR ROAD, BEING DEDICATED PUBLIC STREET OR HIGHWAY.
5. THERE IS NO VISIBLE EVIDENCE OF CEMETERIES ON SUBJECT PROPERTY.
6. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
7. THE PARCELS CONTAINED IN THE LEGAL DESCRIPTION ARE CONTIGUOUS WITHOUT ANY GAPS, GORES OR OVERLAPS.
8. BUILDING AREAS SHOWN HEREON ARE FOR THE FOOTPRINT OF THE BUILDING ONLY.
9. NO APPARENT CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION. NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
10. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A COLORADO LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
11. THERE IS NO EVIDENCE OF ANY DELINEATED WETLAND AREAS, PER THE U.S. FISH & WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY WEBSITE. NO MARKERS FROM A FIELD DELINEATION OF WETLANDS CONDUCTED BY A QUALIFIED SPECIALIST WERE OBSERVED DURING THE COURSE OF THE ALTA SURVEY.
12. THE NEAREST INTERSECTING STREET IS THE INTERSECTION OF THORNBERRY LANE AND BROADMOOR ROAD, WHICH ABUTS THE SE CORNER OF THE SUBJECT PROPERTY.
13. THE DISTANCES SHOWN HEREON ARE GRID. COMBINED SCALE FACTOR (GRID TO GROUND) = 1.000264093 17078.
14. IN REGARDS TO ALTA TABLE A ITEM 10(A), NO VISIBLE CERTAIN DIVISION OR PARTY WALLS WITH RESPECT TO ADJOINING PROPERTIES WERE OBSERVED AT THE TIME THE FIELDWORK WAS PERFORMED, NOR WERE ANY DESIGNATED BY THE CLIENT, NECESSARY PERMISSIONS WERE NOT PROVIDED.

STATEMENT OF ENCROACHMENTS

A FENCE APPEARS TO CROSS PROPERTY LINE BY AS MUCH AS 13.8'

1" = 30'
GRAPHIC SCALE
0 15' 30' 60'



LINE TABLE

LINE	BEARING	DISTANCE
L1(M)	N 88°54'52" E	7.00'
L2(M)	S 89°10'52" W	7.00'
L3(M)	S 89°35'03" W	40.00'
L4(M)	N 89°11'45" E	30.00'
L5(M)	N 00°56'38" W	39.98'

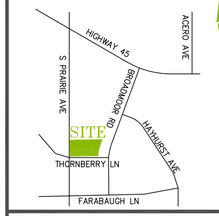
LINE	BEARING	DISTANCE
L1(R)	N/A	N/A
L2(R)	N/A	N/A
L3(R)	N/A	40.00'
L4(R)	N/A	N/A
L5(R)	N/A	40.07'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1(M)	230.00'	76.37'	76.02'	N 08°42'30" E	19°01'30"	C1(R)	230.00'	76.37'	N/A	N/A	N/A
C2(M)	197.14'	66.42'	66.11'	N 08°42'30" E	19°18'15"	C2(R)	200.00'	66.41'	66.11'	N/A	19°01'30"

VICINITY MAP

NOT TO SCALE



SHEET 1 OF 1

LAND AREA

73676± SQUARE FEET
1.691± ACRES

PARKING

REGULAR= 14
TRUCK = 11
HANDICAP= 0
TOTAL= 25

FLOOD INFORMATION

FLOOD NOTE: BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AVAILABLE ONLINE AT WWW.MSC.FEMA.GOV, AND BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X" ON FLOOD INSURANCE RATE MAP NUMBER 08101C0710D, WHICH BEARS AN EFFECTIVE DATE OF 08/15/2019 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. BY REVIEWING FLOOD MAPS PROVIDED BY THE NATIONAL FLOOD INSURANCE PROGRAM WE HAVE LEARNED THIS COMMUNITY DOES PARTICIPATE IN THE PROGRAM.

BEARING BASIS

THE BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH PER COLORADO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83-2011, AS MEASURED ALONG THE CENTER LINE OF THORNBERRY LANE WHICH BEARS N 89°57'91" W PER GPS COORDINATE OBSERVATIONS
LATITUDE: 38°12'57.9054"
LONGITUDE: -104°38'31.8237"
CONVERGENCE ANGLE: 00°31'34.2196"

LEGEND

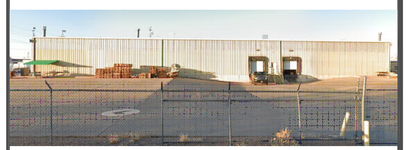
SQ.FT.	SQUARE FEET	R/W	RIGHT OF WAY
PS	PARKING SPACE(S)	C/L	CENTER LINE
TPS	TRUCK PARKING SPACE(S)		UTILITY POLE
TP	TELEPHONE PEDESTAL		GUY ANCHOR
	PROPERTY CORNER (NOT FOUND OR SET)		FIRE HYDRANT
	FOUND CORNER AS NOTED		BOLLARD
(M)	MEASURED/CALCULATED DIMENSION	OHU	OVERHEAD UTILITY LINE
(R)	RECORD DIMENSION	X	FENCE
B.H.L.	BUILDING HEIGHT LOCATION		CENTER LINE OF ROAD
N/F	NOW OR FORMERLY		NOT TO SCALE
			RIGHT-OF-WAY LINE
			EASEMENT LINE

ALTA/NSPS LAND TITLE SURVEY

JOB #: 432724
SOUTH PRAIRIE AVENUE
3004 SOUTH PRAIRIE AVENUE

PUEBLO COUNTY PUEBLO, COLORADO

SITE PICTURE



COORDINATED BY:

AEI CONSULTANTS
2500 CAMINO DIABLO
WALNUT CREEK, CA, 94597

TELEPHONE: 925.746.6000
EMAIL: SURVEYS@AEICONSULTANTS.COM

SURVEYOR'S CERTIFICATE

TO: ARC INVESTMENTS LLC AND FIDELITY NATIONAL TITLE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 7(a), 7(b)(1), 7(c), 8, 9, 10A, 13, 14, 16, AND 17 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 01/08/2021. DATE OF PLAT OR MAP: 01/27/2021.

PRELIMINARY

JASON M. PAGE
PROFESSIONAL LAND SURVEYOR NO.: 38723
STATE OF COLORADO

SURVEYED BY:

BLEW & ASSOCIATES, P.A.
3825 N SHILOH DRIVE
FAYETTEVILLE, AR 72703.
SURVEY@BLEWINC.COM

DATE	REVISION HISTORY	BY

SURVEYOR JOB NUMBER: 21-0026
SCALE: 1" = 30'
DRAWN BY: RM
APPROVED BY: JMP

December 27, 2021

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **Aviv Rubin, AMP1, LLC** for the approval of the following application:

Z-21-21 – Rezoning of 3004 S. Prairie, 1.69 acres located east of S. Prairie Ave. and north of Thornberry Ln., from B-3, Highway and Arterial Business District to B-P, Business Park Zone District.

The Planning and Zoning Commission meeting will be held on January 12, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

December 27, 2021

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **Aviv Rubin, AMP1, LLC** for the approval of the following application:

Z-21-21 – Rezoning of 3004 S. Prairie, 1.69 acres located east of S. Prairie Ave. and north of Thornberry Ln., from B-3, Highway and Arterial Business District to B-P, Business Park Zone District.

The Planning and Zoning Commission meeting will be held on January 12, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

December 27, 2021

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **Aviv Rubin, AMP1, LLC** for the approval of the following application:

Z-21-21– Rezoning of 3004 S. Prairie, 1.69 acres located east of S. Prairie Ave. and north of Thornberry Ln., from B-3, Highway and Arterial Business District to B-P, Business Park Zone District.

The Planning and Zoning Commission meeting will be held on January 12, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

December 27, 2021

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **Aviv Rubin, AMP1, LLC** for the approval of the following application:

Z-21-21 – Rezoning of 3004 S. Prairie, 1.69 acres located east of S. Prairie Ave. and north of Thornberry Ln., from B-3, Highway and Arterial Business District to B-P, Business Park Zone District.

The Planning and Zoning Commission meeting will be held on January 12, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER Z-21-21

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 3004 S Prairie Avenue to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

12-28-21
(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 3004 S Prairie Avenue, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

12-28-21
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
M 3 REAL ESTATE LLC	121 W CUCHARRAS ST	COLORADO SPRIN	CO	80903-3303
LAMAAK ROGER	1454 DANA LN	PUEBLO	CO	81006-9732
4G FAMILY LIVING TRUST DATED JA	15 REDONDO LN	PUEBLO	CO	81005-2953
SKUL JOHN A + ELIZABETH A	22 DARTMOUTH AVE	PUEBLO	CO	81005-1756
LONGO TRUST + LOUIS LYNN TR, LO	251 E SHELBOURNE AVE	LAS VEGAS	NV	89123-2105
O NEAL SUSAN C + JAMES E JR + JA	25101 RIDGE WAY	GOLDEN	CO	80401-9633
CORNELLA BROS LLC	2730 N 9TH ST	CANON CITY	CO	81212-8516
PUEBLO DIVERSIFIED INDUSTRIES	2828 GRANADA BLVD	PUEBLO	CO	81005-3104
B TEC LLC	2904 GRANEROS LN	PUEBLO	CO	81005-3184
BLOCK ROGER DALE + BLOCK KIME	3000 S PRAIRIE AVE	PUEBLO	CO	81005-5106
D B R ENTERPRISES LLC	3130 BROADMOOR RD	PUEBLO	CO	81004-5842
BROADMOOR LLC	35 PASADENA DR	PUEBLO	CO	81005-2985
WYATT AARON	46 STANFORD AVE	PUEBLO	CO	81005-1605
RIEKENA ROGER A AND MARY REV	544 STARLITE DR	PUEBLO	CO	81005-2691
AMPI LLC	5555 DTC PKY STE 272	GREENWOOD VILL	CO	80111-3005
ACORN PETROLEUM INC	76 S SIERRA MADRE ST	COLORADO SPRIN	CO	80903-3309
M 3 REAL ESTATE LLC	855 BROADVIEW PL	COLORADO SPRIN	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
COCA COLA BOTTLING CO OF NEW	PO BOX 1734	ATLANTA	GA	30301-1734

City Clerk's Office Item # R-10

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: February 14, 2022

TO: President Heather Graham 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 SPAULDING AVENUE LOCATED BETWEEN WEST 11TH STREET AND WEST 31ST STREET

SUMMARY:

The City is requesting to change the street name of Spaulding Avenue, located between West 11th Street and West 31st Street to meet the Pueblo City-County Addressing Standards adopted in May 2010. The Planning and Zoning Commission held a public hearing on December 12, 2021 to receive comments and provide a recommendation on the following proposed names: Tava, Crain, Sun Mountain or Ranger Avenue or Boulevard.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City staff is proposing to rename the future undeveloped section of Spaulding Avenue that will be south of the intersection of West 31st Street and Spaulding Avenue. This future street is east of Pueblo Boulevard, in the city limits between West 11th Street and 31st Street, terminating at the Southern Colorado Medical Center Subdivision. The Long-Range Transportation Plan has previously identified this roadway as a connection between the Parkwest area (Southern Colorado Clinic Subdivision) linking in the future with 24th Street and 18th Street adjacent to Delores Huerta and Cesar Chavez schools. 24th Street is identified to be part of the future roadway corridor providing better access from the west side of the city into Downtown Pueblo. Originally the road was platted to be an extension of Tuxedo Avenue, however modifications to the Long-Range Transportation Plan resulted in Tuxedo Avenue remaining as a north to south roadway that did not connect to 31st Street. In April 2001, the future platted sections of this roadway corridor were renamed to Spaulding Avenue to reflect the change in planning direction. In 2021, City of Pueblo IT Department

identified serval issues with the continuation of the Spaulding including possible confusion with Pueblo West addresses, driver disorientation from north-south travel lanes changing to east-west travel lanes, and most importantly to avoid future conflicts in the addressing system in which there were not enough numbers remaining to match the future address points. Most of this road remains to be constructed including areas that are yet to be subdivided. In November of 2021, the City of Pueblo Planning Department reached out directly to the property owners whose land was adjacent to future section of road. Upon receiving feedback, a public meeting was held on December 12th via Zoom. At the meeting, the following names were suggested: Tava, Sun Mountain, Crain and Ranger Avenue or Boulevard.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

At the January 12, 2022 Regular Meeting of the Planning and Zoning Commission, Commissioners Spinuzzi, Avalos, and Bailey recommended renaming the street to Crain Avenue/Boulevard and Commissioners Aznar, Pasternack, and Castellucci recommended renaming the street to Sun Mountain Avenue/Boulevard. The City Council appointment to the Commission had not been filled at the date of the hearing.

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. Additionally, all property owners whose land was adjacent to future section of road were notified. Upon receiving feedback, a public meeting was held on December 12th via Zoom.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Minutes of the Planning and Zoning Commission January 12, 2021 Public Hearing
Planning and Zoning Commission Staff Report with Exhibits

ORDINANCE NO. 10125

AN ORDINANCE CHANGING THE STREET NAME OF SPAULDING AVENUE LOCATED BETWEEN WEST 11TH STREET AND WEST 31ST STREET

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

SECTION 1.

The street known as Spaulding Avenue is hereby changed to Sun Mountain Boulevard located between West 11th Street and West 31st Street.

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 February 14, 2022 .

Final adoption of Ordinance by City Council on February 28, 2022 .

President of City Council

Action by the Mayor:

☒ Approved on March 2, 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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Vacant
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, January 12, 2022 – 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 3:33 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, and Lisa Bailey.

Commissioners Absent: City Council Representative Chair is currently vacant.

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; Danielle Baxter, Planner; Bart Mikitowicz, Planner; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to approve the agenda, Seconded by Spinuzzi.

Motion passed 6-0.

PUBLIC MEETING AND ACTION

Regular Agenda

1. **<u>SNC-21-03:</u> Street Name Change for a future portion of Spaulding Ave. located between W 11th St. and W 31st St**. The City staff is requesting a Street Name Change for a future portion of Spaulding Avenue located between W 11th Street. and W 31st Street to meet the Pueblo City-County Addressing Standards adopted in May 2010. The P&Z Commission will hold a public hearing to receive comments an provide a recommendation on the following proposed names: Tava Ave/Blvd, Crane Ave/Blvd, Sun Mountain Ave/Blvd, or Ranger Ave/Blvd.

   Staff Report by Bart Mikitowicz

   Staff Review and Findings:
   City staff is proposing to rename the future undeveloped section of Spaulding Avenue that is located south of the intersection of West 31st Street and Spaulding Avenue. This future street is east of Pueblo Blvd, in the city limits between W. 11th Street and 31st Street, terminating at the Southern Colorado Medical Center Subdivision. The Long-Range Transportation Plan has previously identified this roadway as a connection between Parkwest area (Southern Colorado Clinic Subdivision) linking in the future with 24th Street and 18th Street adjacent to Delores Huerta and Cesar Chavez schools. 24th Street is identified to be part of the future roadway corridor providing better access from the west side of the city into Downtown Pueblo. This future roadway corridor will help support development of western areas of the city. Originally, the road was platted to be an extension of Tuxedo Avenue, however modifications to the Long-Range Transportation Plan resulted in Tuxedo Avenue remaining as a north to south roadway that did not connect to 31st Street. In April 2001 the future platted sections of this roadway corridor were renamed to Spaulding Ave to reflect the change in planning direction.

   In 2021, City of Pueblo IT Department identified several issues with the continuation of the Spaulding including possible confusion with Pueblo West addresses, driver disorientation from a north-south travel lanes changing to an east-west travel lanes, and most importantly to avoid future conflicts in the addressing system in which there weren't enough numbers remaining to match the future address points.

   A majority of this road remains to be constructed including areas that yet to be subdivided. In November of 2021, the City of Pueblo Planning Department reached out directly to the property owners whose land was adjacent to future section of road. Upon receiving feedback, a public meeting was scheduled and held on December 12th at 6:00 p.m. via Zoom. At the meeting, several names were suggested.

   The suggestions were compiled and analyzed against Pueblo City-County Addressing Standards by the Pueblo Regional Building Department and the City of Pueblo IT Department.

Name	**Significance**	**Usable**
Tava Ave/Blvd	Tava" being the Colorado Mountain Ute name for Pikes Peak, meaning "sun mountain"; due to its height, the peak was the first to be touched by the dawn.	Yes
Sun Mountain Ave/Blvd	English translation of "Tava"; see meaning above	Yes

Dolores Huerta Ave/Blvd	Honoring the late American labor leader and civil rights activist.	No; too long, 13-character limit
Foothills Ave/Blvd	Bearing in mind the original name of the area that is involved.	No; the name Foothills is already in use
Crain Ave/Blvd	Honoring the Crain Family, long time residence and contributors to this area.	Yes
Donley Ave/Blvd	Honoring the Donley Family, long time residence and contributors to this area.	No; the name Donley is already in use
Ranger Ave/Blvd	To help branding, marketing and way finding for Pueblo Rangers Soccer Club which are developing soccer fields in this area.	Yes

Recommended Action:

Staff recommends the Planning and Zoning Commission APPROVE the Street Name Change and the motion include a recommended NEW street name.

HEARING:

Testifying in Support of the street name change:

1. Tamara Pleshick (1725 Garwood Dr, 81005) part of NeighborWorks Pikes Peak Park project, recommends name "Tava" or "Sun Mountain."
2. William (Bill) Crain, resident of the area, recommends name "Crain."
3. Ashleigh Winans, part of NeighborWorks project, recommends "Tava" or "Sun Mountain."

No one spoke in opposition of the street name change.

COMMISSION ACTION:

Spinuzzi moved to recommend two street names, "Crain" and "Sun Mountain." Chairman Castellucci asked for a roll call vote with each commission member indicating their preferred street name:

- Spinuzzi-Crain
- Avalos-Crain
- Bailey-Crain
- Pasternack-Sun Mountain
- Aznar-Sun Mountain
- Castellucci-Sun Mountain

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

SNC-21-03

TO:	**City of Pueblo, Planning and Zoning Commission**
FROM:	Bart Mikitowicz, Planner and Beritt Odom, Prinicipal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	December 8, 2021
SUBJECT:	**Street Name Change Spaulding Avenue to Tava Ave/Blvd, Crane Ave/Blvd, Sun Mountain Ave/Blvd, or Ranger Ave/Blvd**
APPLICANT:	City of Pueblo
PROPERTY OWNER:	City of Pueblo, Public Right of Way
LOCATION:	

Request:
The City staff is requesting a Street Name Change for a future portion of Spaulding Avenuelocated between W 11th Street. and W 31st Street to meet the Pueblo City-County Addressing Standards adopted in May 2010 . The P&Z Commission will hold a public hearing to receive comments an provide a recommendation on the following proposed names: Tava Ave/Blvd, Crane Ave/Blvd, Sun Mountain Ave/Blvd, or Ranger Ave/Blvd.

Applicable Regulations:
Pueblo City-County Addressing Standards

Staff Review and Findings:
The City staff is proposing to rename the future undeveloped section of Spaulding Avenue that is located south of the intersection of West 31st Street and Spaulding Avenue. This future street is east of Pueblo Blvd, in the city limits between W. 11th Street and 31st Street, terminating at the Southern Colorado Medical Center Subdivision. The Long-Range Transportation Plan has previously identified this roadway as a connection between Parkwest area (Southern Colorado Clinic Subdivision) linking in the future with 24th Street and 18th Street adjacent to Delores Huerta and Cesar Chavez schools. 24th Street is identified to be part of the future roadway corridor providing better access from the west side of the city into Downtown Pueblo. This future roadway corridor will help support development of western areas of the city. Originally the road was platted to be an extension of Tuxedo Avenue, however modifications to the Long-Range Transportation Plan resulted in Tuxedo Avenue remaining as a north to south roadway that did not connect to 31st Street. In April 2001 the future platted sections of this roadway corridor were renamed to Spaulding Ave to reflect the change in planning direction.

In 2021, City of Pueblo IT Department identified serval issues with the continuation of the Spaulding including possible confusion with Pueblo West addresses, driver disorientation from a north-south travel lanes changing to an east-west travel lanes, and most importantly to avoid future conflicts in the addressing system in which there weren't enough numbers remaining to match the future address points.

A majority of this road remains to be constructed including areas that yet to be subdivided. In November of 2021, the City of Pueblo Planning Department reached out directly to the property owners whose land was adjacent to future section of road. Upon receiving feedback, a public meeting was scheduled and held on December 12th at 6:00 via Zoom. At the meeting several names suggested.

The suggestions were compiled and analyzed against Pueblo City-County Addressing Standards by the Pueblo Regional Building Department and the City of Pueblo IT Department.

Name	Significance	Usable
Tava Ave/Blvd	Tava" being the Colorado Mountain Ute name for Pikes Peak, meaning "sun mountain"; due to its height, the peak was the first to be touched by the dawn.	Yes
Sun Mountain Ave/Blvd	English translation of "Tava"; see meaning above	Yes
Dolores Huerta Ave/Blvd	Honoring the late American labor leader and civil rights activist.	No; too long, 13-character limit
Foothills Ave/Blvd	Bearing in mind the original name of the area that is involved.	No; the name Foothills is already in use
Crain Ave/Blvd	Honoring the Crain Family, long time residence and contributors to this area.	Yes
Donley Ave/Blvd	Honoring the Donley Family, long time residence and contributors to this area.	No; the name Donley is already in use
Ranger Ave/Blvd	To help branding, marketing and way finding for Pueblo Rangers Soccer Club which are developing soccer fields in this area.	Yes

Recommended Action:

Staff recommends the Planning and Zoning Commission APPROVE the Street Name Change and the motion include a recommended NEW street name.

ATTACHMENTS:

A. Application
B. Map of Proposed Street Name Change

city of PUEBLO colorado

Planning & Community Development

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

Planning & Zoning Application

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

Contact Info

Property Owner		**Applicant**	
Name: 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:	Zip:	Address:	Zip:
Phone: ( )		Phone: ( )	
Email:		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) Spaulding Avenue from W. 31st St. south to W. 11th Street

Parcel No(s): n/a

Existing Zone: | Proposed Zone (if applicable):

PUD Name (if applicable):

Project Scope

Project Name:

- ☐ Rearrangement of Property Boundaries:
  - # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____ sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☒ Street Name Change: Existing Name: Spaulding Avenue Proposed Name: Hyde Park Avenue
- ☐ Subdivision: # of lots: _____ Total acres: _____
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
(separate narrative as Attachment A also required)

To change the name of a portion of Spaulding Avenue to Hyde Park Avenue. The portion of Spaulding Ave. to be renamed is from W. 31st Street south to W. 11th Street.

What is the total acreage included in the project? n/a

What is the proposed use of the property?

❑ Commercial ❑ Multi-family ❑ Residential ❑ Industrial ❑ Other

Are there any other pending or recently approved Land Use applications regarding this property? ❑ Yes ❑ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ❑ A. Detailed explanation of the request as listed above. Be specific
- ❑ B. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ❑ C. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ❑ 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:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

12/23/2021

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-21-03; Street Name Change for a future portion of Spaulding Ave. located between W 11th St. and W 31st St. The P&Z Commission will hold a public hearing to receive comments on the following proposed names: **Tava Ave/Blvd, Crane Ave/Blvd, Sun Mountain Ave/Blvd, or Ranger Ave/Blvd**

The Planning and Zoning Commission Public Hearing is the Wednesday, January 12th 2022 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

12/23/2021

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-21-03; Street Name Change for a future portion of Spaulding Ave. located between W 11th St. and W 31st St. The P&Z Commission will hold a public hearing to receive comments on the following proposed names: **Tava Ave/Blvd, Crane Ave/Blvd, Sun Mountain Ave/Blvd, or Ranger Ave/Blvd**

The Planning and Zoning Commission Public Hearing is the Wednesday, January 12th 2022 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

12/23/2021

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-21-03; Street Name Change for a future portion of Spaulding Ave. located between W 11th St. and W 31st St. The P&Z Commission will hold a public hearing to receive comments on the following proposed names: **Tava Ave/Blvd, Crane Ave/Blvd, Sun Mountain Ave/Blvd, or Ranger Ave/Blvd**

The Planning and Zoning Commission Public Hearing is the Wednesday, January 12th 2022 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

12/23/2021

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-21-03; Street Name Change for a future portion of Spaulding Ave. located between W 11th St. and W 31st St. The P&Z Commission will hold a public hearing to receive comments on the following proposed names: **Tava Ave/Blvd, Crane Ave/Blvd, Sun Mountain Ave/Blvd, or Ranger Ave/Blvd**

The Planning and Zoning Commission Public Hearing is the Wednesday, January 12th 2022 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



ATTACHMENT B

CASE NUMBER SNC-21-03

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 Spaulding Avenue to Hyde Park Avenue 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.

_____12-28-21_____
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Owr	OwnerZip
WEST GATE ON THE BOULEVARD H	1005 COURT ST	PUEBLO	CO	81003-2871
PUEBLO DEVELOPMENT COMPAN'	10100 SANTA MONICA B	LOS ANGELES	CA	90067-4136
C H H LLC, C/O THOMAS C CONE	102 N CASCADE AVE STE	COLORADO SPRINGS	CO	80903-1409
CENTEL CORPORATION	115 W 2ND ST	PUEBLO	CO	81003-3223
NEIGHBORHOOD HOUSING SERVI(	1241 E ROUTT AVE	PUEBLO	CO	81004-2908
PRATT KATHERINE	1305 LAMBERT AVE	PUEBLO	CO	81003-1158
VILLAS AT PARK WEST II LLC	1603 LBJ FWY STE 800	DALLAS	TX	75234-6061
ROMINES EDWARD SR	1604 E RIVER ST	PUEBLO	CO	81001-4446
MAI QUANG NGOC + DO THOM T	1707 AQUILA DR	PUEBLO	CO	81008-1798
GUTIERREZ ESTHER + DIAZ GINO	2100 E ELLIOT RD BLDG !	TEMPE	AZ	85284
CENTRAL ORGANIZATION FOR RES	214 E JEFFERSON ST	COLORADO SPRINGS	CO	80907-6910
LUCERO FLORA + ROMERO DELFI	2201 LEWIS AVE	PUEBLO	CO	81003-3807
FARNSWORTH DARRY	2202 LEWIS AVE	PUEBLO	CO	81003-3808
ROMERO DELFIDO S + ROMERO E	2203 LEWIS AVE	PUEBLO	CO	81003-3807
CASIAS DENISE R + LAWRENCE R	2204 LEWIS AVE	PUEBLO	CO	81003-3808
WEIGEL RUTH JEAN + WEIGEL AL	2204 MOLINE AVE	PUEBLO	CO	81003-3810
PINELLE JAMES P + SHIRLEY A + PI	2205 CLIFF LOMBARD ST	PUEBLO	CO	81003-3877
ROMERO FORTINO + SHERRIE L	2205 LEWIS AVE	PUEBLO	CO	81003-3807
HAIGHT DAVID E	2206 MOLINE AVE	PUEBLO	CO	81003-3810
BENAVIDEZ JOE L + CARLOS H + LA	2207 LEWIS AVE	PUEBLO	CO	81003-3807
BUENO ROBERT D + BUENO ROBI	2208 LEWIS AVE	PUEBLO	CO	81003-3808
VASCO DONALD E	2208 MOLINE AVE	PUEBLO	CO	81003-3810
BUENO STEVEN D + CHRISTINE R	2210 LEWIS AVE	PUEBLO	CO	81003-3808
GIFFORD GILBERT E + MADELYN M	2211 MOLINE AVE	PUEBLO	CO	81003-3809
PACHECO CYNTHIA MARIE + LERO	2212 MOLINE AVE	PUEBLO	CO	81003-3810
CHAPPEL TAMMY LEE	2215 LEWIS AVE	PUEBLO	CO	81003-3807
DIAZ ANASTACIO	2220 LEWIS AVE	PUEBLO	CO	81003-3808
PUEBLO RANGERS INC	2280 FALLVIEW DR	PUEBLO	CO	81006-1724
ANDERSON JASON MICHAEL + AN	2307 SUNBURST CT	PUEBLO	CO	81003-3848
BARNES JAMES ALLEN	2308 CANYON RIVER CT	PUEBLO	CO	81003-3847
LAWSON MARY E	2310 CANYON RIVER CT	PUEBLO	CO	81003
TREFETHEN ROBERT + TREFETHEN	2311 SUNBURST CT	PUEBLO	CO	81003-3848
EVANS JAMES W + JACQUELINE M	2312 SUNBURST CT	PUEBLO	CO	81003-3848
MORGAN CANDACE JUNE	2327 CHEYENNE AVE	PUEBLO	CO	81003-1430
C C A BUILDING CORP + DOLORES	2500 W 18TH ST	PUEBLO	CO	81003-1152
CRAIN WILLIAM J + AKA WILLIAM	2704 W 11TH ST	PUEBLO	CO	81003-1178
EDWARDS EUGENE T SR + EDWAF	2900 W 11TH ST	PUEBLO	CO	81003-3909
WYNN HEIDI / HICKS SAMUEL	3002 22ND ST W	PUEBLO	CO	81003-3860
WILLIAMS MARK A + ALEXIS P	3008 W 22ND ST	PUEBLO	CO	81003-3860
HUBBARD TAYLOR	3009 RIDGEVIEW PL	PUEBLO	CO	81003-3846
STEED CHITRA KEMALE	3010 W 22ND ST	PUEBLO	CO	81003-3860
BARRERA ARTUTO	3012 RIDGEVIEW PL	PUEBLO	CO	81003-3837
HOLMAN VERA P + CORDOVA VIL	3014 RIDGEVIEW PL	PUEBLO	CO	81003-3837
BUENO FRANCISCO A CAZARES	3016 RIDGEVIEW PL	PUEBLO	CO	81003-3837
MAES GARCIA ANGELINA	3021 SHERRELWOOD DR	CANON CITY	CO	81212-9383
MEAD ANDREW JOE CANAN	3102 MC CORMICK AVE	PUEBLO	CO	81001-4247
SCHOOL DIST NO 60	315 W 11TH ST	PUEBLO	CO	81003-2804

KITTINGER GLENN H + BETTY J TR	3200 W 29TH ST	PUEBLO	CO	81003-1041
MILLIGAN MICHAEL + YANCEY	371 W SAND TRAP LN	PUEBLO WEST	CO	81007-2894
COLORADO RADIO MARKETING LL	3824 CEDAR SPRINGS RD	DALLAS	TX	75219-4136
K R S LIVING TRUST DTD 4/24/20	3849 CARLILE AVE	PUEBLO	CO	81005-1113
DOWN BY THE BAY, LLC	4 MIRADA CT	PUEBLO	CO	81005-2981
ACQUE PROFONDE, LLC	4005 VALLEY DR	PUEBLO	CO	81008-1706
HAYES ELAINE R TR + RUBERSON	4016 RIDGE DR	PUEBLO	CO	81008-1720
BATEMAN TERRIE L	4150 COUNTY LN 17	ORDWAY	CO	81063-9720
TORREZ MACARIO	4319 S DILLON ST	AURORA	CO	80015-1347
ROCKY MOUNTAIN BUILDING + LO	4423 VALLI VISTA RD	COLORADO SPRINGS	CO	80915-1037
SANDERS FLOYD C	4426 PINE HILL DR	LOVELAND	CO	80537-2635
SMART FRANKIE SUE + GEORGE G	505 COUNTY RD 441	LA VETA	CO	81055-9651
VENTURA ROBYN / VENTURA AN	6729 SEDGEROCK LN	COLORADO SPRINGS	CO	80927-9616
ESPINOZA DANIEL L + LAURA J	7 TAMAR CT	PUEBLO	CO	81005-3510
BLACK + WHITE MOUTON CORPOI	85 S KEWANNA DR	PUEBLO WEST	CO	81007-4060
MCKINNEY ROSE MARY	909 W PITKIN AVE	PUEBLO	CO	81004-1142
UNITED STATES OF AMERICA C/O I	BLDG 20 DENVER FED CE	DENVER	CO	80225
W L ENTERPRISES LTD	PO BOX 11677	PUEBLO	CO	81001-0677
W L ENTERPRISES LTD	PO BOX 11677	PUEBLO	CO	81001-0677
CITY OF PUEBLO A MUNICIPAL CO	PO BOX 1427	PUEBLO	CO	81002-1427
HANNA SHARON ANN + HANNA F	PO BOX 1790	BERTHOUD	CO	80513-1790
CLAYTON STREET PROPERTIES LLC	PO BOX 2868	CORRALES	NM	87048-2868
BOARD OF WATER WORKS OF PUE	PO BOX 400	PUEBLO	CO	81002-0400
SMALL GILBERT	PO BOX 65	WESTMINSTER	CO	80036-0065

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: February 14, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marissa Stoller, City Clerk

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

SUBJECT: AN ORDINANCE APPROVING AND ADOPTING THE 2022 PUEBLO REGIONAL COMPREHENSIVE PLAN FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

SUMMARY:

This Ordinance approves the 2022 Pueblo Regional Comprehensive Plan. Colorado Revised Statutes authorize municipalities and counties to prepare comprehensive plans as long-range planning guides. The comprehensive plan provides a framework for zoning, subdivision, annexation and other planning and land-use policies. The Plan promotes the community's vision, goals, objectives, and policies, establishes a process for orderly growth and development, and addresses both current and long-term needs.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Counties and municipalities generally update their Comprehensive Plans every 10 to 20 years to reflect the changing dynamics of a community and trends in development. Comprehensive Plan elements include recreation and tourism (required by Colorado Statutes), transportation, land use, economic development, housing, water supply and conservation, sustainability, and urban design.

The current Pueblo's Comprehensive Plan (regional comprehensive plan including all of Pueblo County) was adopted by City Council in June of 2002. The plan has been amended several times over the 20-year period. The City of Pueblo has historically partnered with the Pueblo Area Council of Governments (PACOG) to act as the lead agency in developing the Comprehensive Plan that encompasses unincorporated Pueblo County, Pueblo's agricultural communities, municipalities, and Metropolitan Districts. The Pueblo County Planning Commission and the City of Pueblo Planning

and Zoning Commission jointly serve as the Land Use Planning Committee (Committee) to PACOG. The Pueblo Regional Comprehensive Plan is adopted separately by the Pueblo City Council and the Pueblo County Planning Commission. The goal is to maintain a common regional plan that can be utilized by Pueblo County and the City of Pueblo in reviewing future land use activities and proposals under a mutually agreed upon regional comprehensive plan.

Since 2002, the dynamics of Pueblo County have evolved. Pueblo's economic growth rate was the fourth highest among Colorado's metro areas and is the result of a diversified economy and a growing number of individuals moving to Pueblo due to relative affordability and the temperate climate. Because of this, PACOG has embarked on an update to the Comprehensive Plan. Pueblo County received a $200,000 Department of Local Affairs EIAF Tier 1 grant to contract with a consulting team to create an updated Comprehensive Plan. The grant was matched with $250,000 provided by PACOG members. Clarion Associates were hired through a competitive bid process and began working with the Pueblo Committee to draft the new Comprehensive Plan in November 2020.

The Pueblo Regional Comprehensive Plan elements include the following:

- Regional Goals and Policies-establishes goals and policies to:
  - Build a broader understanding of the region's shared vision and values,
  - Foster regional collaboration on a range of initiatives to help achieve that vision over the next 10-20 years; and,
  - Inform day to day decision making in all areas of Pueblo County
- Regional Development Plan-establishes a framework for accommodating forecast residents and jobs. The plan provides guidance to help the region consider other opportunities as they arise and address the many factors that influence where and how the region will grow in the future.
  - Regional Growth Priorities, Infrastructure and Services
  - Evaluation Criteria for Major Projects
  - Future Land Use Plan-guides future zoning actions within the City and County, and,
  - Area-Specific Goals and Policies
- Implementation and Monitoring-highlights the major initiatives that will support the implementation of the Regional Comprehensive Plan over the next three years and is intended to be used as a tool to help inform the creation of:
  - Detailed work programs, capital improvement plans, and budgets
- Appendices
  - A. State of the County-analysis of infrastructure, economic base, neighborhoods and communities, key policy choices.
  - B. Fiscal Impact Findings-fiscal monitoring, City of Pueblo, Pueblo County, and Pueblo West Metro District models.
  - C. Scenario Outreach Materials
  - D. Tools and Best Practices to Support Agriculture-agriculture incentive programs, transfer, and purchase of development rights programs.
  - E. Community Engagement Summary-growth scenarios and key policy choices.
  - F. Inventory of Cultural Resources-inventory of designated historic districts and properties within Pueblo.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City at this time related to the adoption of the Regional Comprehensive Plan. It is anticipated that the Plan will serve as a guiding document that will be utilized to impact the future fiscal decisions of the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning & Zoning Commission, at their January 26, 2022 special meeting, voted 7-0 to recommend adoption by City Council of the 2022 Pueblo Regional Comprehensive Plan including the proposed change by Pueblo Plex to incorporate the Pueblo Plex master plan into the final Regional Comprehensive Plan.

STAKEHOLDER PROCESS:

The process to complete the new regional comprehensive plan was initiated in November of 2020 and included an extensive public participation process that included Focus Groups and Stakeholder interviews; an online survey; departmental and service provider working group meetings, joint elected and appointed officials' updates; virtual community meetings; regional thinktank meetings; In-person open houses; online input opportunities and youth workshops.

ALTERNATIVES:

There are three alternatives City Council may consider related to the proposed adoption of the 2022 Pueblo Regional Comprehensive Plan:

Option 1 - Leave the current 20-year-old plan as is without adopting a new regional comprehensive plan. This option would result in continuing to utilize the 2002 Pueblo Regional Comprehensive Plan for direction on future land use decisions.

Option 2 - Amend the Ordinance to modify the proposed contents included within the proposed Pueblo Regional Comprehensive Plan.

Option 3 - Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATIONS:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Minutes of the Planning and Zoning Commission January 26, 2022 Special Meeting
Planning and Zoning Commission – Notice of Public Hearing

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING THE 2022 PUEBLO REGIONAL COMPREHENSIVE PLAN FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

WHEREAS, the City Planning and Zoning Commission is authorized to prepare and submit to the City Council for its approval a 2022 Pueblo Regional Comprehensive Plan for the physical development of the City; and,

WHEREAS, the City Planning and Zoning Commission, after a public hearing thereon conducted on February 26, 2022 after due publication, has approved said plan and submitted same to City Council for its approval; NOW, THEREFORE;

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

SECTION 1.

The 2022 Pueblo Regional Comprehensive Plan, heretofore approved by the City Planning and Zoning Commission and submitted to the City Council for approval, a copy of which is attached hereto, is hereby approved and adopted as the Master Plan for the Physical Development of the City.

SECTION 2.

The 2022 Pueblo Regional Comprehensive Plan for the physical development of Pueblo, a Colorado Municipal Corporation is hereby adopted.

SECTION 3

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.

SECTION 4

This Ordinance shall become effective upon final approval and passage.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 14, 2022 .

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk




















PUEBLO REGIONAL COMPREHENSIVE PLAN

Adoption Draft

January 2022

YOUR PLAN YOUR PUEBLO


PUEBLO COUNTY


city of
PUEBLO
colorado


Pueblo West
COLORADO

ACKNOWLEDGEMENTS

County Commissioners

Garrison M. Ortiz, Chairman

Chris Wisemen

Epimenio M. Griego

Terry Hart (Former)

County Staff

Carmen Howard, Planning Director

Gail Wallingford-Ingo, Deputy Director

Rachel Gaffney, Special Projects Planner

Emma Strong, Planner II

City Council

Nicholas A. Gradisar, Mayor

Regina Maestri

Larry Atencio

Sara Martinez

Vicente Martinez Ortega

Dennis Flores

Heather Graham

Lori Winner

Mark Aliff (former)

Ed Brown (former)

Zolanye McCulley-Bachicha (former)

Bob Schilling (former)

City Staff

Scott Hobson, Acting Director of Planning & Community Development

Berritt Odom, Principal Planner

Wade Broadhead, Preservation Planner

Chelsea Stromberg, Senior Planner

Pueblo West Metro District Board

Doug Proal, President

Matt Smith

Judy Leonard

Kim Swearingen

Jami Baker Orr

Pueblo West Staff

Brian Caserta, Fire Chief/Interim District Manager

Nina Vetter, District Manager (Former)

Harley Gifford, General Counsel

Tyler Purvis, Economic Development

Marcos Reyes, Neighborhood Services Officer

Departmental and Service Provider Working Group

This working group consisted of service providers, utilities, regional agencies, and non-profit organizations that supported the planning effort with their time and expertise. Participants included Black Hills Energy, Xcel Energy, San Isabel Electric, Pueblo Regional Building Department, PACOG, PEDCO, the Sonoran Institute, Pueblo Board of Water Works, and department representatives from Pueblo County, City of Pueblo, and Pueblo West.

Consultant Team

Clarion Associates

Economic & Planning Systems

Mcbride Dale Clarion

The Pueblo Regional Comprehensive Plan was supported by hundreds of individuals who contributed significant time and energy to provide ideas, feedback, and to share information about their communities and their work within the region.

Thank you to everyone who participated!

LIST OF MAPS

Pueblo County Agricultural and Ranch Lands 30

Historic and Cultural Resources: City of Pueblo 48

Pueblo County Regional Assets and Amenities 50

Planned Employment Areas 58

Priority Areas for Infill and Redevelopment 66

Solar Siting Considerations 71

Pueblo County Wildland-Urban Interface 74

Future Land Use: Pueblo West 136

Future Land Use: Colorado City 140

Future Land Use: Avondale 146

Future Land Use: Beulah Valley 148

Future Land Use: Town of Rye 150

Future Land Use: Town of Boone 152

Future Land Use: Pueblo County 101

Future Land Use: Pueblo County (Northwest) 102

Future Land Use: Pueblo County (Northeast) 103

Future Land Use: Pueblo County (Southwest) 104

Future Land Use: Pueblo County (Southeast) 105

Future Land Use: City of Pueblo and Vicinity 130

Annexed and Unsubdivided Residential Areas 134

Future Land Use: St. Charles Mesa 142

PHOTO CREDITS

Photos provided by:

- Clarion Associates
- City of Pueblo
- Pueblo County
- Pueblo Food Project
- Pueblo West
- Pueblo Shares

PROJECT FUNDING

This project was funded by Pueblo County, the City of Pueblo, and the Pueblo West Metropolitan District with support from Pueblo Area Council of Governments (PACOG), the Colorado Department of Local Affairs (DOLA), and the Sonoran Institute.

LIST OF ACRONYMS

ADU	Accessory Dwelling Unit
BHE	Black Hills Energy
CADA	Colorado Agriculture Development Authority
CCMD	Colorado City Metropolitan District
CDA	Colorado Department of Agriculture
CSA	Community Supported Agriculture
CSU	Colorado State University
CDOT	Colorado Department of Transportation
CDPHE	Colorado Department of Public Health and Environment
CLG	Certified Local Government
CSRHP	Colorado State Register of Historic Places
CTO	Colorado Tourism Office
DU/AC	Dwelling Units/Acre
EDGIS	Pueblo County Office of Economic Development and Geographic Information Systems
EMS	Emergency Medical Services
FEMA	Federal Emergency Management Agency
HOA	Homeowner's Association
HPC	City of Pueblo Historic Preservation Commission
HUTF	Highway User Tax Fund
LRTP	Long-Range Transportation Plan
MPO	Metropolitan Planning Organization
MS4	Municipal Separate Storm Sewer System
NRHP	National Register of Historic Places
NRCS	National Resources Conservation Service
PACOG	Pueblo Area Council of Governments
PCC	Pueblo Community College
PDPHE	Pueblo County Department of Public Health and Environment
PDR	Purchase of Development Rights
PEDCO	Pueblo Economic Development Corporation
PICR	Pueblo Inventory of Cultural Resources
PUD	Planned Unit Development
PWMD	Pueblo West Metropolitan District
SIEA	San Isabel Electric Association
TDR	Transfer of Development Rights
USDA	U.S. Department of Agriculture
USGS	U.S. Geologic Survey
WUI	Wildland-Urban Interface

CONTENTS

SECTION 1: INTRODUCTION 1

About the Plan 3
Plan Elements 4
Related Plans and Studies 4
About the Process 5
Community Values 9
Our Vision for Pueblo County 10
Parts of the Plan 12
Amending and Updating the Plan 14
Plan Monitoring 14

SECTION 2: REGIONAL GOALS AND POLICIES 15

About this Section 16
Guiding Principal 1: Diverse Lifestyles, Attainable Housing Options 17
Guiding Principal 2: Deepen Our Agricultural Roots 25
Guiding Principal 3: Help Every Community Thrive 35
Guiding Principal 4: Celebrate Pueblo 43
Guiding Principal 5: A Future-Ready Economy and Workforce 55
Guiding Principal 6: Grow Smarter 63
Guiding Principal 7: Strong Local and Regional Connections 77

SECTION 3: REGIONAL DEVELOPMENT PLAN 83

About this Section 84
Regional Growth Scenarios 85
Preferred Growth Scenario 86
Infrastructure and Services 90
Evaluation Criteria for Major Projects 97
Future Land Use Plan 100
Area-Specific Goals and Policies 128

SECTION 4: IMPLEMENTATION AND MONITORING 155

About this Section 156
Priority Initiatives 157

APPENDIX A: STATE OF THE COUNTY 164

About this Report 167
Setting the Stage 171
Focus Area 1: Infrastructure and Services 179
Focus Area 3: Economic Base 225
Focus Area 4: Neighborhoods and Communities 237
Focus Area 5: Community Assets 249
Key Policy Choices 263
Endnotes 271

APPENDIX B: FISCAL IMPACT FINDINGS 276

1. Introduction and Summary of Findings 281
2. Fiscal Modeling Approach 285
3. City of Pueblo Model 289
4. Pueblo County 305
5. Pueblo West Metro District 321
Appendix 334

APPENDIX C: SCENARIO OUTREACH MATERIALS 338

APPENDIX D: TOOLS AND BEST PRACTICES TO SUPPORT AGRICULTURE 345

Introduction 345
Agriculture Incentive Programs 346
Transfer of Development Rights Programs 350
Purchase of Development Rights Programs 356

APPENDIX E: COMMUNITY ENGAGEMENT SUMMARY 360

Preliminary Plan Framework 360
Growth Scenarios and Key Policy Choices 361
Draft Regional Comprehensive Plan 361

APPENDIX F: INVENTORY OF CULTURAL RESOURCES 362

The Official Pueblo Inventory of Cultural Resources 363
Pueblo Inventory of Cultural Resources Summary Table 397



SECTION 1

INTRODUCTION



PLAN ELEMENTS

ABOUT THE PROCESS

COMMUNITY VALUES

OUR VISION



ABOUT THE PLAN

The Pueblo Regional Comprehensive Plan ("the Regional Comprehensive Plan" or "the Plan") is the overarching policy guide for unincorporated areas and communities in Pueblo County and the City of Pueblo. This iteration of the Regional Comprehensive Plan was developed by Pueblo County—in partnership with the City of Pueblo, the Pueblo West Metropolitan District ("Pueblo West"), the towns of Boone and Rye, and the unincorporated communities as part of the first major update of the Plan since 2002. The Pueblo County region ("Pueblo County" or "the region") has a long track record of collaboration. In addition to serving as a guide for day-to-day decision-making, the Regional Comprehensive Plan plays several important functions:

- **Articulates a shared vision and goals for the region.** Pueblo County is part of a larger community of interests that includes municipalities, districts, other governmental and quasi-governmental organizations, along with private businesses and institutions. Each of these entities plays an important role in region's quality of life and continued success. This Plan defines a shared vision and goals for the region that encompasses both County and City government and the larger community of interest.
- **Defines where and how the region wants to grow**. This Plan defines the types and intensities of land uses that are desired in different parts of the County. It is intended as a tool to help municipalities and service providers plan for future infrastructure and service needs and evaluate future development proposals. The Plan is also intended as a tool to help inform existing or prospective property owners, developers, businesses, and residents about future growth and development in Pueblo County.
- **Establishes a coordinated strategy for implementation.** The Plan identifies a number of priority initiatives that the region will pursue through collaboration on issues related to land use, renewable energy, economic development, housing, transportation, parks and recreation, and other issues of significance. Other priority initiatives identified will require individual entities to take the lead on implementation.

The Regional Comprehensive Plan was developed in accordance with Colorado Revised Statute 31-23-206, which grants the authority to counties and municipalities to draft comprehensive plans as advisory documents to guide land use decisions within their jurisdictions. This Plan is not a regulatory document; however, City and County zoning and other regulatory documents should be aligned to support the Plan's implementation.



PLAN ELEMENTS

Comprehensive plans cover a wide range of topics—most typically land use, transportation, housing, natural resources, utilities, parks and open space, and many others. In Colorado, municipalities are required to address recreation and tourism, and to have a plan to guide annexation within three miles of their boundary, but otherwise have the flexibility to address the topics that are most important to the local community. This iteration of the Regional Comprehensive Plan establishes goals for and provides policy guidance on a much wider range of issues than its 2002 predecessor, which focused predominantly on land use considerations. This expanded policy focus—as articulated in Section 2: Regional Goals and Policies—reflects a shift in what's important to Pueblo County residents and the broader community of interests, but also of emerging trends in comprehensive plans that emphasize the needs of *people* as much as *place*.

This iteration of the Regional Comprehensive Plan also places an expanded focus on the critical role of water in Pueblo County's future. The incorporation of a water "element" emerged from the support of the Sonoran Institute and from ongoing efforts to enhance collaboration among regional stakeholders—Pueblo County, the City of Pueblo, Pueblo West, the seven water districts in the region, agricultural and conservation interests, and others—on water-related issues. This focus also reflects growing awareness and concern about the cascading effects of climate change on communities throughout the West, but especially in arid climates like Pueblo County. The region has experienced some of these effects firsthand in recent years—extreme drought, wildfire, and flooding—and is committed to working collaboratively on adaptation and resilience strategies.

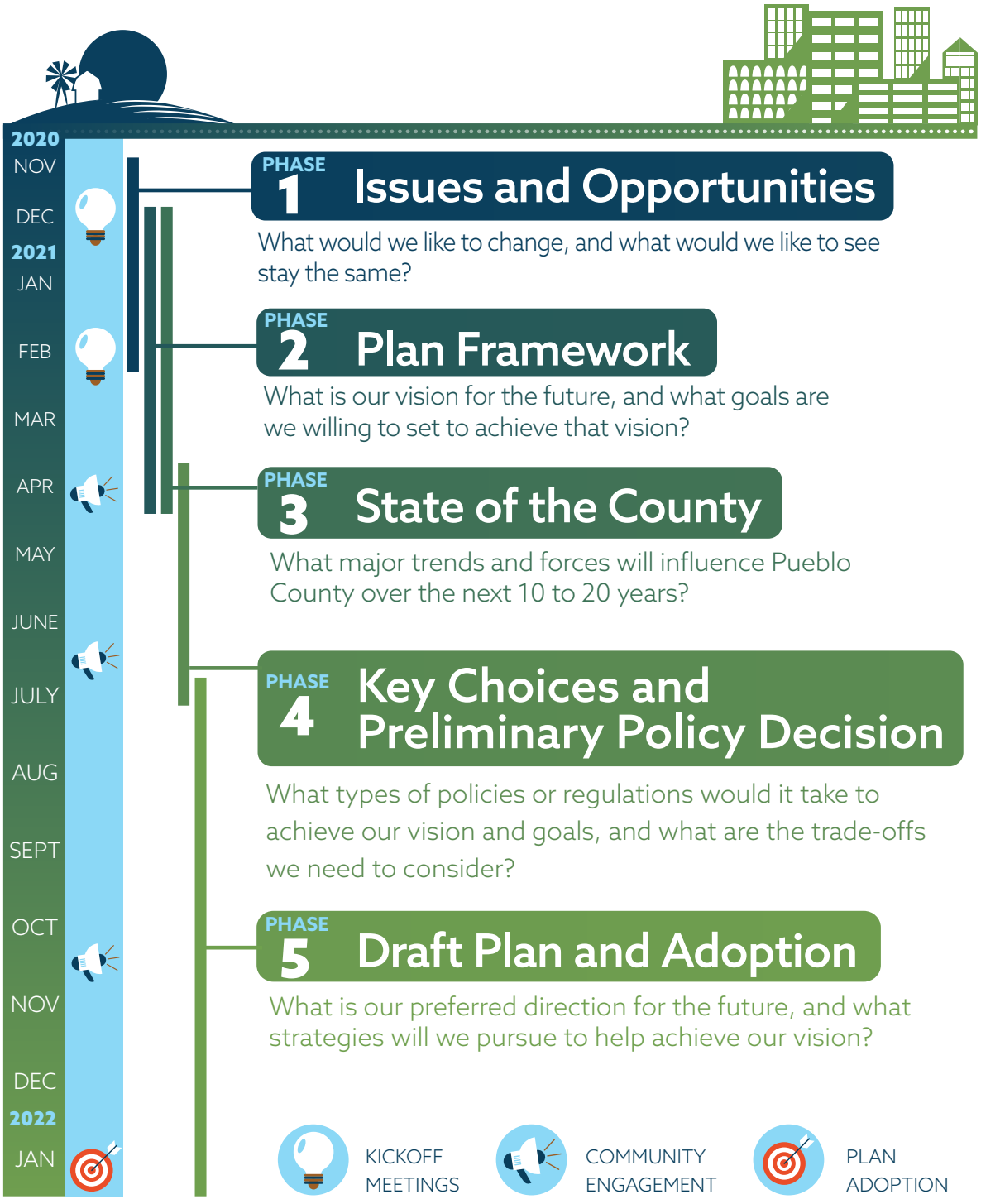
RELATED PLANS AND STUDIES

The Regional Comprehensive Plan was informed by dozens of related plans and studies developed by municipalities, service providers, and other organizations. Related plans and studies are highlighted where applicable throughout the Plan and addressed in more detail in the State of the County report. [See Appendix A]

ABOUT THE PROCESS

Project Timeline

The Regional Comprehensive Plan process kicked off in late 2020 and is anticipated to be complete in early 2022. Opportunities for stakeholder and community input were provided at key points throughout the process, as illustrated on the project timeline and discussed in more detail below.



Opportunities for Input

A variety of stakeholder and community input opportunities were provided during each phase of the process to encourage broad participation and representation from different geographies and stakeholder groups within Pueblo County. Due to limitations on in-person gatherings as a result of the COVID-19 pandemic, virtual and online engagement tools were necessary for much of the process. Opportunities for input included:

- Stakeholder interviews
- Focus groups
- Online surveys (in English and Spanish)
- Pop-up events
- Youth workshops
- Community open houses (both virtual and in-person)
- Departmental and Service Provider Working Group meetings
- Regional Thinktank meetings
- Joint Elected and Appointed Official Updates

Input opportunities were advertised broadly through established social media feeds and other communication channels maintained by Pueblo County, the City of Pueblo, and Pueblo West, as well as through radio, newspaper, and TV coverage. Community and stakeholder input received throughout the process was used to inform the preparation of interim work products and ultimately shape the issues and opportunities highlighted in the Regional Comprehensive Plan. A summary of input received during each "round" of engagement is provided in Appendix E.

Key Themes/Issues and Opportunities

The following themes and issues and opportunities emerged from initial community and stakeholder engagement during Phases 1 and 2 of the Regional Comprehensive Plan process in response to questions about what's working well, and what needs to change in the future.



HOUSING

- **Affordability.** The unattainability of for-rent and for-sale homes for many families and issues related to homelessness.
- **Housing diversity.** Lack of housing availability across all categories of housing – especially newer homes, high-end options, housing for people with disabilities, and pet friendly housing.
- **Newer housing options.** Need for new construction and updated housing options, particularly downtown and in walkable areas.
- **Rental units.** Need for affordable rental units, to support low-income families, young professionals, and new residents.



ACCESS TO SERVICES

- **Medical care.** Access to healthcare services and improved quality of care.
- **Education.** Improvements to K-12 education and the need for personal growth opportunities for youth.
- **Public safety.** Concerns about theft, drug use, the number of people experiencing homelessness, and the state of public infrastructure and services.
- **Proximity of commercial services to neighborhoods.** Improved access to local grocery stores, restaurants, and businesses throughout the County.
- **Public infrastructure.** Improved public infrastructure like roadway improvements, public transportation options, high speed internet, and more reliable cellular service.



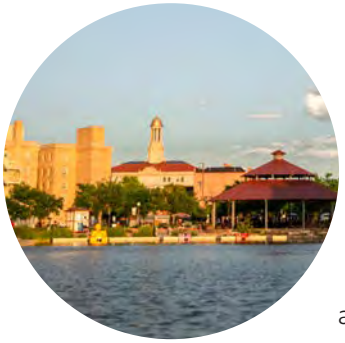
HISTORY AND CULTURE

- **Cultural/music/art events/activities.** Desire for more entertainment like music venues and family-friendly activities. Recognition of the Sangre de Cristo Arts Center and the area's many museums as important community assets.
- **Tourism amenities.** Tourism offerings that highlight the many existing assets of the community, including recreation destinations, the Riverwalk area, and seasonal festivals.
- **City or County government participation.** Interest in contributing to local governance, having a greater voice, and sharing ideas.



ECONOMY

- **Good-paying jobs.** More jobs that pay more than minimum wage. Examples cited by participants included tech, construction, renewable energy, and manufacturing.
- **Availability of employment opportunities.** Difficulty of finding employment opportunities and a desire to see companies with a large number of positions come to Pueblo County.
- **Quality of businesses and services.** Interest in seeing more retail and food options (both restaurants and grocery stores) – especially small, locally owned businesses, with sustainable practices, in higher-density areas and near popular recreation destinations.
- **Support for small businesses.** Better promotion and support for small businesses through training and incentives. Desire to develop more robust arts and entertainment offerings.
- **Business-support services.** Need for improving internet reliability and speed, reducing utility costs, and workforce training and retention – including strengthening the local education system.



GROWTH AND DEVELOPMENT

- **Overall appearance and quality of the built environment.** Concerns about vacant and unkempt properties, and desire to see spaces revitalized and better maintained.
- **Overall quality and condition of existing neighborhoods.** Disparity in quality across neighborhoods and desire to see underdeveloped neighborhoods given an opportunity to flourish.
- **Maintenance and beautification.** Improvements to private and public spaces, including trash management, better lighting, more community art, and landscaping.



AGRICULTURE/ RURAL AREAS

- **Rural development.** Balancing preservation of the land, views, and rural atmosphere with development demands and the need for affordable housing.
- **Agriculture.** Concerns about conserving agricultural lands and ensuring farms and ranches have the necessary resources to thrive into the future.



RECREATION

- **Recreational facilities/ opportunities.** Improved access and quantity of recreation facilities, in particular pools, athletic centers, and opportunities/ activities for youth.
- **Overall quality of recreational amenities.** Satisfaction with the quality of recreational amenities like Arkansas River trail, Riverwalk, parks, and the multitude of outdoor opportunities, but also need for better maintenance and safety in these spaces.
- **Access/proximity to parks, playgrounds, or recreational facilities.** Concerns about the accessibility and inclusiveness of current recreational opportunities.
- **Access/proximity to walking/biking paths and trails.** Recognition of the multitude of trail offerings, and issues with safe accessibility in terms of parking, sidewalk maintenance/ availability, and trash/debris.
- **Access to public lands.** Recognition of the barriers created by access fees for lower income households.



ENVIRONMENT AND SUSTAINABILITY

- **Air quality.** Concerns about localized air quality and odors from marijuana grow sites.
- **Water quality and conservation.** Management of water systems, drinking water quality, recreational water quality, and interest in xeriscaping techniques.
- **Remediation and reuse of industrial lands.** Concern about the image of the community and desire for industrial remediation is necessary to clean up degraded sites and views from roadways.
- **Resource extraction.** Better regulation of resource extraction in the region and concerns about the location of such activity and health and safety impacts.
- **Sustainable development practices.** Interest in bringing more solar and other renewable energy options to Pueblo County, as well as exploring other sustainable development strategies. Desire for a more robust recycling program.



TRANSPORTATION/ CONNECTIVITY

- **Sidewalk connectivity.** Lack of sidewalks in many neighborhoods, with recognition of the impacts for wheelchair users.
- **Ease of travel by biking.** Safety concerns when bicycling and need for more designated bike lanes – especially in the downtown area.
- **Ease of travel by car.** Need for better road maintenance and recognition that the car centric nature of Pueblo County inhibits other forms of transportation.
- **Intraregional transit.** Improvements to the regional bus transportation system, including the lack of predictability, constrained hours, and minimal routes to different edges of the community. Interest in an option for public transit throughout the Front Range and in particular, to and from Denver International Airport.

COMMUNITY VALUES

Participants in the Vision and Values survey conducted during the initial stages of the Regional Comprehensive Plan process were asked, "What three words best characterize your vision for Pueblo County's future?" These are the phrases that came up most frequently in response:



OUR VISION FOR PUEBLO COUNTY

Our vision for the Pueblo County region is grounded in seven guiding principles. These principles reflect what residents value about living in Pueblo County today, and what they hope it will be in the future. These principles are based on a shared understanding that the success of the region depends not just on how we grow—or the businesses we attract—but also on the prosperity and quality of life of ALL who call Pueblo County home. Guiding principles are intended to be viewed as equal in weight and are not listed in any particular order of importance. The guiding principles also serve as an organizing framework for the Regional Goals and Policies in Section 2.

GUIDING PRINCIPLE 1:



DIVERSE LIFESTYLES, ATTAINABLE HOUSING OPTIONS

Puebloans choose from an array of lifestyle options and have access to housing types that meet the needs of all ages, incomes, and family structures. Both established and new neighborhoods are strong, stable, and safe.

GUIDING PRINCIPLE 2:



DEEPEN OUR AGRICULTURAL ROOTS

Pueblo County's roots in agriculture go back nearly 150 years. Farming and ranching contribute to the economy, but also to the culture and character of our region through rural landscapes, family businesses, signature crops, and emerging industries.

GUIDING PRINCIPLE 3:



HELP EVERY COMMUNITY THRIVE

Through investments in our people, neighborhoods, and communities, we will strive to make Pueblo County a place where all residents have a safe place to call home—and access to the basic services, education, and amenities they need to thrive.

GUIDING PRINCIPLE 4:



CELEBRATE PUEBLO

Puebloans value the region's history, culture, landscapes, access to outdoor recreation, and friendly people. We will instill a renewed sense of pride and identity by celebrating our diverse assets and investing in what makes Pueblo uniquely livable.

GUIDING PRINCIPLE 5:



A FUTURE-READY ECONOMY AND WORKFORCE

A future-ready economy and workforce is nimble in its ability to adapt to industry shifts and economic fluctuations. As a region, we will work together to position Pueblo County as an innovative community, where all residents, business-owners, and members of the workforce have an opportunity to achieve economic prosperity.

GUIDING PRINCIPLE 6:



GROW SMARTER

Smart growth is sustainable and resilient growth. Pueblo County will encourage growth and development that bolsters the economic health and vibrancy of our region, while also conserving our natural resources and adapting our communities to a changing climate.

GUIDING PRINCIPLE 7:



STRENGTHEN LOCAL AND REGIONAL CONNECTIONS

Community leaders, businesses, local organizations, and residents recognize that a collaborative and connected region is a more resilient region. Together, we will work to improve our transportation system and infrastructure, provide services and amenities, and enhance local and regional ties.

PARTS OF THE PLAN

In addition to this introductory section, the Regional Comprehensive Plan contains the following:

Section 2: Regional Goals and Policies

Section 2 establishes regional goals and policies to help advance each of the seven guiding principles. Regional goals and policies are general in nature and are intended to apply countywide. Area-specific goals and policies in Section 3 should also be referenced when reviewing development proposals or other land use decisions for a particular location within Pueblo County.

Section 3: Regional Development Plan

Section 3 establishes a framework for accommodating forecast residents and jobs and provides guidance to help the region consider other opportunities as they arise. It addresses the many factors that influence where and how the region will grow in the future:

- Regional Growth Priorities
- Infrastructure and Services
- Evaluation Criteria for Major Projects
- Future Land Use Plan (map and land use category descriptions)
- Area-Specific Goals and Policies

Information in Section 3 should be applied in conjunction with the goals and policies in Section 2, applicable zoning and development regulations, and relevant sub-area or service plans. This section is intended as a tool for staff, property owners, developers, partner agencies, service providers, elected and appointed officials, and others to help guide long-range plans as well as day-to-day decision-making.

Section 4: Implementation and Monitoring

Section 4 highlights major initiatives that will support the implementation of the Regional Comprehensive Plan over the next one to three years. As a reflection of the region's ongoing commitment to collaboration, many of the initiatives identified will require the coordinated efforts of Pueblo County, the City of Pueblo, metropolitan districts, service providers, and other partner organizations within the region. This section is intended as a tool to help inform the creation of more detailed work programs, capital improvement plans, budgets, and other mechanisms that will help support the implementation of the Regional Comprehensive Plan.

Appendices

Appendix A: State of the County Report

The State of the County report was an interim work product prepared as part of the Regional Comprehensive Plan process to explore current conditions and trends, issues and opportunities, and and related plans and studies specific to five focus areas: Infrastructure and Services, Growth and Development, Economic Base, Communities and Neighborhoods, and Community Assets.

Appendix B: Fiscal Impact Analysis Findings

Appendix B includes a summary of key findings from a fiscal impact analysis prepared by Economic and Planning Systems to support the development of the Regional Comprehensive Plan. The analysis evaluated the on-going, annual impact of different uses will have on the City of Pueblo, Pueblo West Metropolitan District, and Pueblo County. The purpose was to understand impacts of different land use choices to help guide the plan's policies. Three growth scenarios were modeled to understand the impacts.

Appendix C: Scenario Outreach Materials

Appendix C includes outreach materials used to solicit input from regional stakeholders and the community at large on three growth scenarios. The growth scenarios were developed as part of the Regional Comprehensive Plan process to explore different assumptions about where forecast demand for residential and non-residential development might occur over the 20-year planning horizon, and to evaluate possible benefits and trade-offs associated with different assumptions.

Appendix D: Tools and Best Practices to Support Agriculture

Appendix D provides an overview of several types of programs that are used to protect and preserve agricultural lands—agricultural incentives, transfer of development rights, and purchase of development rights. These programs are described in detail with example programs provided wherever possible. Example programs are generally based within Colorado, but some non-Colorado examples may be included if they are particularly successful or relevant to Pueblo County. Additional information is provided with links to outside webpages where applicable.

Appendix E: Community and Stakeholder Engagement Summary

Appendix E includes summaries of each major round of community and stakeholder engagement during the Regional Comprehensive Plan process.

AMENDING AND UPDATING THE PLAN

The Regional Comprehensive Plan is intended to provide policy guidance for a ten- to 20-year planning horizon. However, periodic plan amendments and updates will be necessary to keep the Regional Comprehensive Plan relevant as conditions change, new issues and opportunities emerge, actions are completed, and priorities shift. Generally, the Regional Comprehensive Plan should be reviewed annually or biennially to determine whether minor or major amendments are needed. The timing of updates to the Future Land Use Plan and area-specific goals and policies (as contained in Section 3) will vary but should generally not occur more than once a year.

To the maximum extent feasible, the adoption of different versions of the Regional Comprehensive Plan and/or Future Land Use Plan by Pueblo County or the City of Pueblo should be avoided. Adopting, maintaining, and working to implement a single plan for the region will yield the greatest results.

PLAN MONITORING

The Regional Comprehensive Plan is intended to be a living document. Progress that is made toward achieving the community's vision will be monitored using a series of performance measures, as defined in Section 2: Regional Goals and Policies.

Performance Measures

Performance measures allow regional partners and the community to gauge and measure progress toward the guiding principles and goals of the Regional Comprehensive Plan. While there are many types of metrics available for tracking progress, the Regional Comprehensive Plan focuses on those that are:

- Most relevant to the goals of the Regional Comprehensive Plan or their desired outcomes;
- Available from regularly updated and reliable data sources; and
- Based on measurable, quantitative information that is comparable year-to-year.

The performance measures identified for each guiding principle were identified as those that would be most critical for monitoring the region's progress toward desired outcomes over the life of the Plan. Baseline numbers provided in Section 2 will be reviewed periodically to discern how the region is trending. Reporting will occur on an as-needed basis, as necessary to inform local or regional discussions on a given topic (e.g., housing, agricultural lands).

While consistency in reporting is important to provide information on trends over time, performance measures may be updated, added to, or replaced as new sources of data become available.



SECTION 2

REGIONAL GOALS AND POLICIES

ABOUT THIS SECTION

This section establishes regional goals and policies to help advance the seven guiding principles outlined in Section 1. Regional goals and policies are general in nature and are intended to apply countywide. This section should be used as a tool to:

- Build a broader understanding of the region's shared vision and values;
- Foster regional collaboration on a range of initiatives to help achieve that vision over the next ten to 20 years; and
- Inform day-to-day decision-making in all areas of Pueblo County.

Area-specific goals and policies in Section 3: Regional Development Plan should also be referenced when reviewing development proposals or other land use decisions for a particular location within Pueblo County.





GUIDING PRINCIPAL 1:

DIVERSE LIFESTYLES, ATTAINABLE HOUSING OPTIONS

Puebloans choose from an array of lifestyle options and have access to housing types that meet the needs of all ages, incomes, and family structures. Both established and new neighborhoods are strong, stable, and safe.



Why it is Important

Pueblo County is defined by its diverse lifestyle options—urban and suburban neighborhoods, small agricultural communities, mountain hamlets, and rural areas. Despite this array of options, rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs, at a price they can afford. Demand for single-family detached homes remains high—and is expected to continue—but does not necessarily align with the needs of the region's growing numbers of older adults or of the young professionals we have difficulty attracting and retaining. In addition to diversifying housing types, there is also a need for mixed-use development, where housing is connected to the businesses and services, so a car trip is not necessary for residents to fulfill all their daily needs.

Decades of economic fluctuations in the region have translated into a housing market focused primarily on construction of single-family homes in Pueblo West and smaller scale developments in the City of Pueblo rather than the construction of larger neighborhoods. Slower growth has led to constraints in supply and a decrease in affordable housing options. While a number of Pueblo's older neighborhoods have seen renewed interest and reinvestment, others have not, leading to a deterioration of housing stock and conditions in some core neighborhoods. Residents of Pueblo County place a high value on maintaining the quality of life they enjoy, though there is a recognition that not all community members share equally in the region's prosperity and amenities. A strong desire exists to minimize existing inequities.



Regional Goals and Policies

GOAL 1.1: Expand housing options to meet the needs of existing and future residents of all ages, abilities, and income levels.

POLICY-1.1.1: LIFESTYLE OPTIONS

Maintain the ability for Pueblo County residents to choose from an array of lifestyle options, encompassing a spectrum from rural to urban, as supported by the Regional Development Plan.

POLICY-1.1.2: MIX OF HOUSING TYPES

Actively seek to diversify the range of housing types available in the region so that residents can choose the housing option that best suits their needs and financial resources. Encourage the greatest diversity and intensity of small-lot single family, attached (e.g., duplex and townhome units), and multi-family housing options within the City of Pueblo where infrastructure and services are readily available. Provide for more limited diversification of housing options in metropolitan districts and Rural Communities based on the local context and infrastructure availability. [See also, Area-Specific Goals and Policies, Section 3.]

POLICY-1.1.3: MULTI-GENERATIONAL HOUSING

Support the integration of multi-generational housing options within existing and new neighborhoods through the integration of accessory dwelling units (ADUs), the construction of a mix of home sizes, and infill and redevelopment on existing lots and parcels.

POLICY-1.1.4: UNIVERSAL DESIGN AND VISITABILITY

Encourage the construction of homes that meet universal design or visitability principles to facilitate aging-in-place, accommodating older residents and others with mobility limitations or disabilities.

POLICY-1.1.5: NON-TRADITIONAL HOUSING

Facilitate opportunities for non-traditional housing types, communities, and construction methods through supportive land use policies and regulations.

POLICY-1.1.6: HOUSING FOR VULNERABLE POPULATIONS

Collaborate with local agencies and organizations to expand programs and resources designed to prevent people from becoming homeless and facilitate the provision of supportive and assisted housing options to meet the needs of vulnerable populations, such as the elderly, those afflicted with drug or alcohol addiction, and those transitioning away from homelessness.

POLICY-1.1.7: HIGHER-DENSITY HOUSING

Encourage the development of higher-density housing options in Downtown, Urban Neighborhoods, and along major corridors to create additional vitality and economic activity within major commercial areas in the County. Explore the creation of incentives that support the development of multifamily housing in these areas including incentives for adaptive re-use of existing buildings and redevelopment of vacant/neglected properties. [See also, Area-Specific Goals and Policies, Section 3.]



GOAL 1.2: Promote reinvestment in existing neighborhoods—housing stock, infrastructure, and amenities.

POLICY-1.2.1: RETENTION OF EXISTING HOUSING STOCK

Support the retention and rehabilitation of existing housing stock as a core component of the affordable and attainable housing supply in the region. Allow for the adaptation of smaller housing units to meet the needs of current and future residents (e.g., expanded footprints, garage construction, creation of accessory dwelling units). [See also, Area-Specific Goals and Policies for the City of Pueblo and Vicinity, Section 3.]

POLICY-1.2.2: SUPPORT FOR EXISTING HOMEOWNERS

Support programs that use state, federal, and local housing program funds to preserve existing housing and provide financial assistance to lower income homeowners to maintain their properties in good condition.

POLICY-1.2.3: VACANT AND DILAPIDATED PROPERTIES

Consider legal and regulatory measures that put vacant and/or dilapidated properties back to productive use. Such measures can include auction of tax defaulted properties, demolition by neglect, vacant building registration program, and expanded use permissions for long vacant or underutilized structures.





ACCESSORY DWELLING UNITS

Accessory dwelling units (ADUs) come in different forms. ADUs often located in the rear yard of a primary dwelling—either above or adjacent to a detached garage in urban areas, or as part of a barn or outbuilding in rural areas. However, ADUs can also be integrated as part of the primary dwelling through the creation of secondary entrances and kitchens. Adapting existing homes in centrally located neighborhoods to accommodate ADUs is one way to support the region's near-term needs for smaller, more affordable units and multi-generational housing options. Allowances for ADUs vary by location in Pueblo County.



REVITALIZATION STRATEGIES

Common strategies used to promote the revitalization of older neighborhoods and communities include:

Adaptive Reuse: The process of converting a building to a use other than that for which it was originally designed.

Infill Development: Development on a vacant or substantially vacant tract of land surrounded by existing development.

Redevelopment: Development on a tract of land with existing buildings where all or most of the existing buildings would be razed and a new building or buildings built

POLICY-1.2.4: INFILL AND REDEVELOPMENT

Encourage the construction of new homes on vacant lots and the redevelopment of dilapidated properties. Where consistent with the Future Land Use Plan and underlying zoning, support the introduction (or expansion) of attached single-family, duplex, townhome, or accessory dwelling units through infill or the targeted redevelopment of dilapidated properties.

POLICY-1.2.5: INFRASTRUCTURE AND AMENITIES

Prioritize available resources for infrastructure improvements, such as traffic calming enhancements, sidewalk repairs, bikeways, street tree plantings, stormwater improvements, undergrounding of overhead utilities, or others that will improve safety and quality of life in existing neighborhoods based on documented deficiencies.

POLICY-1.2.6: CODE ENFORCEMENT

Pursue violations related to safety, public health, and quality of life, including removal of abandoned vehicles, clearance of blighted properties, and other nuisances such as illegal dumping in accordance with codes and ordinances as adopted by the County, City, Pueblo Regional Building Department, or special districts, and the International Property Maintenance Code where applicable.

GOAL 1.3: Preserve and expand the supply of workforce and affordable housing within the region.

POLICY-1.3.1: EXISTING AFFORDABLE UNITS

Focus efforts on identifying programs that provide federal, state, and local housing program funds devoted to the retention and rehabilitation of existing, income-restricted affordable housing, particularly in core areas neighborhoods.

POLICY-1.3.2: FINANCIAL SUPPORT

Pursue grants and other sources of funding that aid lower income homeowners with routine maintenance and repairs, as well as more substantial needs (e.g., plumbing or water line upgrades).

POLICY-1.3.3: NEW AFFORDABLE UNITS

Work with non-profit housing partners, state and federal agencies, and others to expand the availability of certified affordable housing units through development and construction of new affordable housing projects.





HOUSING NEEDS IN PUEBLO COUNTY

Demand for an estimated 14,700 housing units over the next 20 years was identified as part of the Regional Comprehensive Plan process. This demand was spread over four primary housing product types—large-lot single family on one-acre or more (25%), traditional single-family detached homes (40%), attached, two-to-four-unit buildings (10%), and multi-family buildings with five or more units (25%). Concurrent with the Regional Comprehensive Plan process, the City of Pueblo—in collaboration with Pueblo County and Pueblo West—retained a consultant (Gruen Gruen + Associates) to prepare a strategic housing assessment. The results of this study provide a more in-depth analysis of the housing inventory in the City of Pueblo and surrounding communities, housing cost and affordability, deficiencies in housing supply relative to need by price range or affordability level, and the amount of new housing that could be needed to replace obsolete or unsuitable housing over the next ten years. Assessment findings indicate that near-term demand and need is highest for the following types of housing:

Market Rate Housing

Demand for smaller, detached single-family homes and attached housing options such as duplexes and townhomes is being driven by rising land and development costs, a growing population of retirees and empty nesters looking for age-in-place options, and a limited supply. A shortage of quality apartments was also noted based on demand from professionals who are relocating to the area for employment opportunities and may wish to get familiar with the area before purchasing a home or may not be in a life stage where they wish to own a single-family home.

Assisted/Affordable Housing

Subsidized and assisted housing options are needed to meet the needs of the region's high proportion of very-low income, unemployed, or underemployed. A particular need was identified for below market rate one-to three-bedroom units to provide options for single-parent households, the elderly, and service/restaurant workers. Transitional and support housing—including single-room occupancy units (SROs)—were also identified as a need to house people afflicted with alcohol or drug addiction or mental health challenges.

The Regional Development Plan (Section 3) supports near-term and long-term housing needs within the region through flexible land use categories, expanded density ranges, and an emphasis on the need for more housing diversity.



POLICY-1.3.4: INTEGRATED HOUSING

Encourage an integrated mix of market-rate and below market-rate units and unit sizes and configurations as part of larger development projects.

POLICY-1.3.5: STRATEGIES

Pursue a variety of strategies to promote expanded construction of workforce and affordable housing units in the region (e.g., regulatory incentives, public/private partnerships).

UNDERSTANDING HOUSING TERMINOLOGY

Affordable Housing: Housing affordability comes down to the relationship between the price of housing in a region (either sale price or rent) and the incomes of households in that region. Generally, for housing to be affordable, housing costs (including utilities) for any given household should not exceed 30 percent of the household's gross annual income. When households must spend more of their incomes on housing, it means they have less income to spend on essential services (such as healthcare, childcare, and transportation) and discretionary items that benefit the local economy (such as meals at a local restaurant).

Workforce Housing: Workforce housing is a subset of affordable housing, and generally refers to housing that is affordable to households earning between 80 percent and 120 percent of the area median income (AMI). In other words, housing costs for households earning between 80 percent and 120 percent of AMI should not exceed 30 percent of those households' gross annual incomes. Typically, workforce housing is targeted toward workers who are vital for the everyday function of the community, such as teachers, public safety workers, first responders, and workers in retail, food/beverage, hotel, and other core industries.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 1: Diverse Lifestyles, Attainable Housing Options				
Housing diversity	Detached single-family homes as a percentage of the overall housing supply	77% (2019)	Decrease	U.S. Census Bureau
Housing options	Number of attached single-family, townhomes, and multifamily units permitted each year	20 (2020)	Increase	Pueblo Regional Building Dept.
Housing affordability	Cost-burdened households (i.e., households spending more than 30% of their income on housing and transportation costs)	55% (2019)	Decrease	U.S. Census Bureau
Housing options	Permitted accessory dwelling units	2 (2020)	Increase	Pueblo Regional Building Dept.
Neighborhood reinvestment	Permits for remodeling or minor improvements	--	Increase	Pueblo Regional Building Dept.



GUIDING PRINCIPAL 2:

DEEPEN OUR AGRICULTURAL ROOTS

Pueblo County's roots in agriculture and ranching go back more than 150 years. The industry contributes to the economy, but also to the culture and character of our region—rural landscapes, signature crops, and emerging industries.



Why it is Important

Some farms and ranches in the region have been in existence longer than the County itself. Yet, despite their history and demonstrated resilience, their continued longevity is not assured. While any industry is subject to fluctuations in markets, advances in technology, consumer preferences, and other factors over such an extended period, agriculture is particularly vulnerable.

If current trends continue, encroaching development and the gradual loss of prime agricultural land will continue to erode the region's production capabilities. At the same time, competition for agricultural water rights is fierce in Pueblo County and throughout Colorado as cities and urban areas continue to grow and long-time producers seek viable ways to either expand their operations, or retire and transfer accumulated wealth to their heirs. Lastly, the effects of extended periods of drought and other impacts associated with a changing climate on native vegetation and grasslands are plainly visible, and limit the carrying capacity of many rural landscapes for cattle and wildlife.

Despite these vulnerabilities, interest in protecting and preserving the region's agricultural and ranching roots is strong. Interest in the local and regional food system, educational programs, and emerging industries—like urban agriculture, hemp/marijuana, utilty-scale solar facilities, and others is helping cultivate important conversations about the future.



Regional Goals and Policies

GOAL 2.1: Protect working lands for ranching and crop production.

POLICY-2.1.1: RIGHT TO RANCH AND FARM

Support the right to ranch and farm in Pueblo County in accordance with Colorado Revised Statutes §35-3.5-101 to 35-3.5-103, recognizing that dust, noise, and odors normally associated with agricultural pursuits are considered acceptable in rural areas. Ensure non-agricultural development in unincorporated areas does not restrict adjacent agricultural operations.

POLICY-2.1.2: LAND CONSERVATION

Work with landowners, conservation organizations, Colorado State University Extension, and other key stakeholders to facilitate the conservation of prime agricultural land and ranch lands in Pueblo County. Promote broader awareness of existing tools and incentives, such as conservation easements supported by Colorado's state-based tax credit program, and pursue the creation of new tools and programs at the County-level (e.g., transfer or purchase of development rights program, conservation subdivision standards) to incentivize and increase the economic viability of keeping agricultural land for use in production for future generations. While Prime Agricultural Land (Unirrigated, Generally Rangeland, Prime Farmland if Irrigated) depicted on page 30 may exist within the boundaries of Planned Employment Areas depicted on page 58, these areas are not used for agricultural uses currently and are not suitable for agricultural uses in the future. Land conservation for other purposes may occur in Planned Employment Areas consistent with applicable redevelopment plans and underlying zoning. [See also, Appendix D: Tools and Best Practices to Support Agriculture.]

POLICY-2.1.3: WATER RIGHTS

Collaborate with water providers, landowners, conservation organizations, and other stakeholders on the identification and implementation of strategies and incentives that prevent water rights associated with agricultural land from being severed from agricultural land or being sold for non-agricultural development, and/or extend the time in which water rights are available for agricultural use after they have been sold.

POLICY-2.1.4: LAND USE COMPATIBLITY

Minimize potential conflicts between existing agricultural and ranching operations and proposed residential, commercial, or industrial uses through supportive land use regulations.

POLICY-2.1.5: ECONOMIC IMPACT OF AGRICULTURE

Weigh the impacts of land use decisions on the County's agricultural economy. Avoid decisions that will permanently reduce or eliminate the economic viability of irrigated farm land or other highly productive land for agricultural use.



POLICY-2.1.6: EDUCATION AND AWARENESS

Actively participate in discussions at the regional and state level related to agricultural and ranching issues. Provide a supportive policy and regulatory environment that is responsive to the changing needs of producers within the region.

GOAL 2.2: Nurture the next generation of farmers and ranchers.

POLICY-2.2.1: YOUTH ENGAGEMENT

Support the ongoing efforts of the Pueblo Food Project, Colorado State University Extension, and others to develop and implement programs that expose young people to farming and ranching in the region, through field trips and site visits, volunteer opportunities, peer-to-peer educational campaigns, and other efforts.

POLICY-2.2.2: MENTORSHIP AND TRAINING

Support secondary and post-secondary programs that offer agricultural education and practical experience through mentoring, apprenticeships, and training, such as Colorado's Agriculture Workforce Development Program, where students can learn from working with established farmers and ranchers in the region.

POLICY-2.2.3: PROGRAMS AND INCENTIVES

Increase awareness of programs and incentives that support on-going farming in the region, such as tax incentives for conservation easements, financial support for farming internships, and tax-exempt loans supported by the Colorado Agriculture Development Agency. Investigate the feasibility of initiating additional programs, such as land leases or microloan programs, modeled on other efforts implemented in Colorado. [See also, Appendix D: Tools and Best Practices to Support Agriculture.]

POLICY-2.2.4: STATE FAIR

Capitalize on opportunities at the annual State Fair to promote and highlight youth agriculture activity and accomplishments, through Future Farmers of America and 4-H youth showcases and competitions, and other programs as appropriate.

POLICY-2.2.5: LOCAL FOOD SUPPLY CHAIN

Promote the local food supply chain that works directly with sustainable family farms utilizing advanced technologies and innovations in food processing thatdevelop new jobs and careers in agricultural.

GOAL 2.3: Promote innovations in agricultural practices to adapt to a changing climate.

POLICY-2.3.1: CROP DIVERSITY

Support efforts to diversify the range of traditional food crops produced in the region and expand opportunities for testing new types of crops to reduce impacts on producers and the regional economy in the event of crop failure from pests and diseases, extended periods of drought, and other cyclical events.

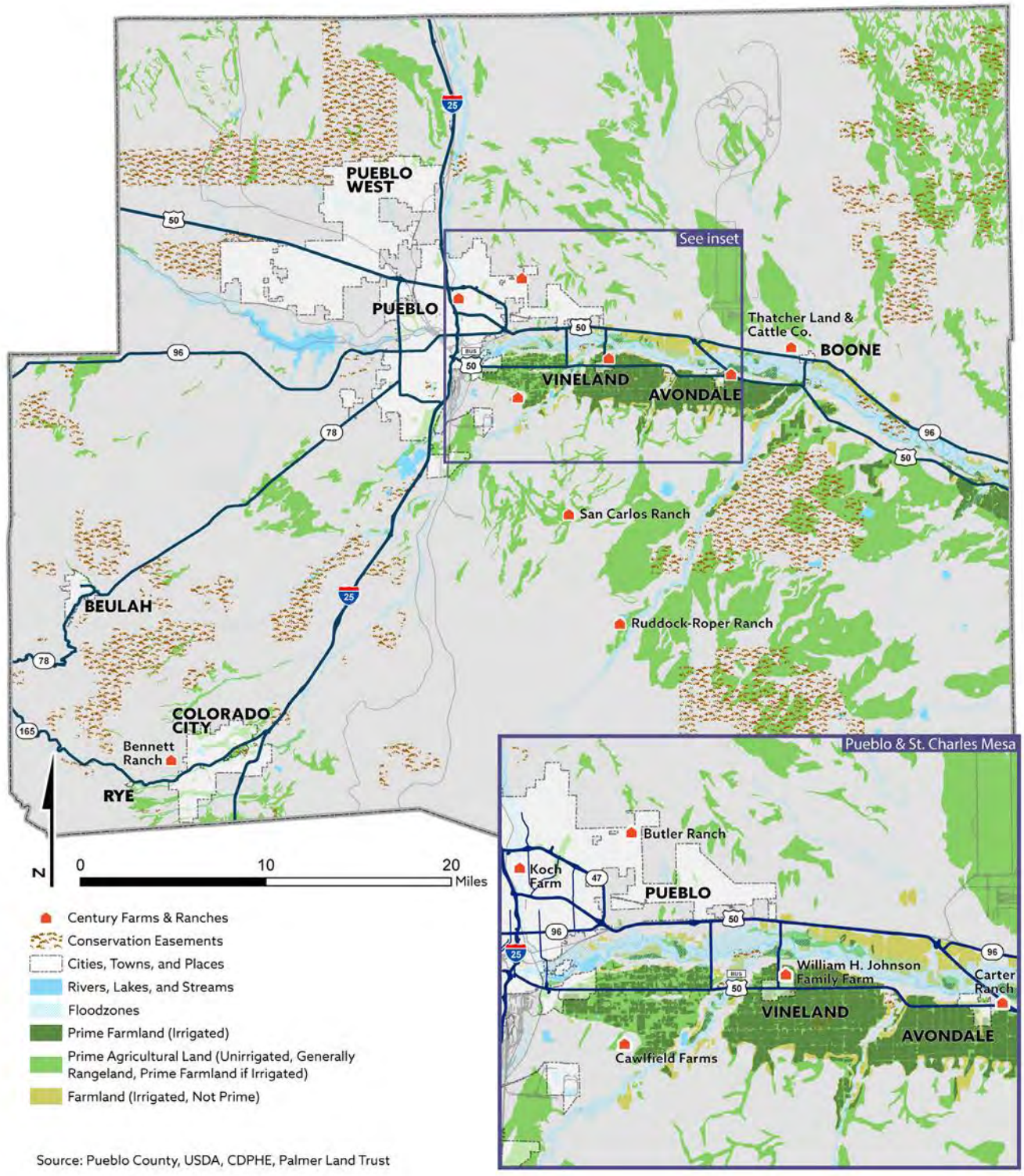


AGRICULTURAL AND RANCH LANDS

Prime (Irrigated) Farmland within the St. Charles Mesa, Vineland, and Avondale communities accounts for only 2 percent of Pueblo County's agricultural land, but is responsible for approximately 40 percent of the total value of agricultural products sold. This area is irrigated by the Bessemer Ditch and is considered to be nationally signficant in its suitability for the long-term production of food and other crops. In addition, non-irrigated farmland (Prime and Not Prime) and ranch lands found throughout the unincorporated areas of the County support grazing for cattle and wildlife, as well as other agricultural uses.

Conservation easements have been widely used in Pueblo County to protect farmland, ranch lands, and other resources throughout the region. Conservation easements are voluntary legal agreements between landowners and land trusts or governments to limit development of the property in the future with permanent restrictions and protect important values of the property in perpetuity. Led by the property owner's interests, conservation agreements allow farms and ranches to continue to operate and often protect open space, wildlife habitat, rivers and streams, and other natural features. In 2021, there were 195,143 acres of land in Pueblo County held in conservation easements. (Source: Pueblo County, USDA, CDPHE, Palmer Land Conservancy.)

Pueblo County Agricultural and Ranch Lands



Source: Pueblo County, USDA, CDPHE, Palmer Land Trust





POLICY-2.3.2: IRRIGATION PRACTICES

Explore strategies to incentivize agricultural producers to transition to conservation-oriented irrigation practices in collaboration with Pueblo Board of Waterworks, the St. Charles Water District, and other stakeholders.

POLICY-2.3.3: RESEARCH AND DEVELOPMENT

Support research and development designed to help identify and increase awareness of new crops, tools and technologies, farming practices, and other opportunities designed to help maximize the productivity of prime agricultural lands in the face of increasingly frequent and severe drought, heat, and other extreme weather events.

POLICY-2.3.4: EMERGING TECHNOLOGIES

Provide a supportive policy and regulatory environment for the expansion of aquaculture and other emerging technologies that support the year-round cultivation of fresh produce.

GOAL 2.4: Create a robust local and regional food system.

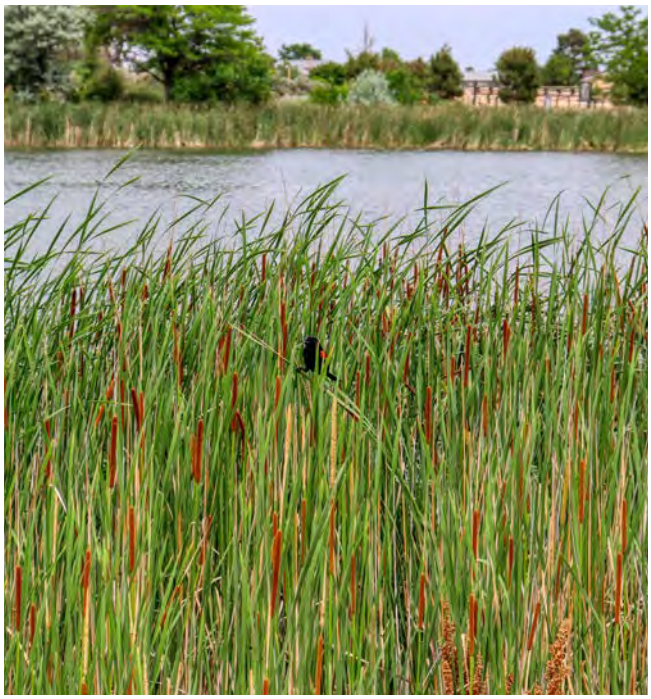
POLICY-2.4.1: FOOD SECURITY

Support on-going efforts by partners such as the Pueblo Food Project and the Colorado Blueprint to End Hunger that implement programs to reduce hunger and food insecurity for residents in the region by expanding access to healthy food, grown locally where possible.

POLICY-2.4.2: FOOD DESERTS

Continue work to eliminate "food deserts," where area residents do not have nearby access (in urban areas, within one mile, in more rural contexts, within 10 miles) to a full-service grocery store, and expand Pueblo residents' access to healthy and local food.





POLICY-2.4.3: FOOD PRODUCTION

Encourage the expansion of programs and initiatives that support local and regional food production, including community gardens, demonstration gardens, small-scale agriculture, community supported agriculture (CSA), the raising of some animals for food purposes, and other similar efforts.

POLICY-2.4.4: PROCESSING AND DISTRIBUTION

Sustain on-going efforts to expand the local food economy through the expansion and development of regional food processing and distribution facilities utilizing locally produced food products. Develop processing facilities that can be accommodated utilizing existing city water and sanitary services and can be served with existing utility services.

POLICY-2.4.5: AGRITOURISM

Promote the expansion of agritourism opportunities, such as the annual Pueblo Chile & Frijole festival, that showcase local food and crafts as a draw for tourism in the region. Opportunities could include farm dinners, you-pick produce, seasonal sales and activities, farm tours, or overnight farm stays.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 2: Deepen Our Agricultural Roots				
Acres of Prime (Irrigated) Farmland[1]	Acres of Prime (Irrigated) Farmland maintained in agricultural use with their associated water rights	21,116 acres (2021)[2]	Maintain	Combination of USDA, NRCS, CDSS datasets
Acres of Total Irrigated Farmland	Acres of irrigated farmland (Prime and Not Prime) maintained in agricultural use with their associated water rights	29,762 acres (2021)[3]	Maintain	Combination of USDA, NRCS, CDSS datasets
Acres of Prime Agricultural Land (not irrigated)	Acres of farmland not irrigat-ed--but with soils designated as Prime if irrigated--maintained in agricultural/rangeland use	207,733 acres (2021)	Maintain	Combination of USDA, NRCS, CDSS datasets
Agricultural Businesses	Number of food and farm businesses	--	Increase	Pueblo County Business Licenses
Agricultural Jobs	Population employed in agriculture, forestry, fishing and hunting, and mining	1,047 (1.5%)	Increase	U.S. Census Bureau
Conservation of Prime (Irrigated) Farmland	Acres of Prime (Irrigated) Farmland preserved through conservation easements, agricultural PUDs, or other conservation measures	392 acres (or 1.9% of all Pueblo County Prime (Irrigated Farmland)	Increase	Combination of USDA, NRCS, and COMap datasets
Conservation of Total Agricultural Land[4]	Acres of land preserved through conservation easements, agricultural PUDs, or other conser-vation measures	195,143 acres or 22% of all Pueblo County agricultural lands (2020)	Increase	Combination of USDA, NRCS, and COMap datasets

1 Prime (Irrigated) Farmland accounts for only 2% of the Pueblo County's agricultural land but is responsible for approxi-mately 40% of the total value of agricultural products sold.
2 Over 70% of Pueblo County's Prime (Irrigated) Farmland (approximately 15,000 acres) falls within the St. Charles Mesa, Vineland, and Avondale communities and is irrigated by the Bessemer Ditch.
3 In addition to the 21,116 acres of Prime (Irrigated) Farmland, there are 8,646 acres of irrigated farmland in Pueblo County that are not designated as Prime by USDA NRCS but constitute a valuable agricultural resource.
4 According to the 2017 USDA Census of Agriculture, there are 895,508 acres of agricultural lands in Pueblo County.

THIS PAGE INTENTIONALLY LEFT BLANK



GUIDING PRINCIPAL 3:

HELP EVERY COMMUNITY THRIVE

Through investments in our people, neighborhoods, and communities, we will strive to make Pueblo County a place where all residents have a safe place to call home—and access to the basic services, education, and amenities they need to thrive.



Why it is Important

Access to healthcare, social services, parks and recreational facilities, pedestrian and bicycle networks, healthy food, and other services that contribute to the health and wellness of the community varies considerably by neighborhood and community across the region. Disparities in service levels are influenced by a range of considerations—location, demand, varied expectations for rural versus urban services levels, resources available for improvements, and in some locations, income levels.

As a region we recognize the challenge of addressing decades of inequality, but also recognize the benefits of working together to achieve more equitable and inclusive communities and neighborhoods. Addressing these challenges will require close—and ongoing—collaboration among all of us, but especially among the region's service providers, non-profits, charitable organizations, educational institutions, faith community, and government agencies.



Regional Goals and Policies

GOAL 3.1: Advocate for an effective education system and lifelong learning opportunities.

POLICY-3.1.1: COORDINATED SCHOOL PLANNING

Coordinate with Pueblo School District 60 (D60) and Pueblo County School District 70 (D70) to evaluate the impact on school enrollments and capacity when reviewing projects, development proposals, master plans, zoning changes, land use amendments, or in other decisions that could significantly increase school enrollments. Ensure that developers set aside school sites as needed when subdivisions and planned unit developments are approved, and monitor needs associated with residential development generally over time.

POLICY-3.1.2: PUBLIC SCHOOL SYSTEM

Support ongoing efforts by D60 and D70 schools to invest in the formal educational system and to ensure that each student continues to have access to high-quality primary and secondary education.

POLICY-3.1.3: POST-SECONDARY EDUCATION

Collaborate with Colorado State University Pueblo (CSU Pueblo) and Pueblo Community College (PCC) to ensure residents have access to quality post-secondary education, including specialized programs and educational offerings that support workforce needs and meet resident interests. Consider future expansions of post-secondary facilities, when possible, to be located within the existing community fabric rather than expanding into undeveloped areas.

POLICY-3.1.4: LIFELONG LEARNING

Support programs and initiatives that offer learning opportunities beyond the formal educational system, covering diverse subjects and interests, offered in various contexts, and available to residents at all stages of life.

GOAL 3.2: Support equitable access to affordable healthcare, services, and amenities.

POLICY-3.2.1: COORDINATED APPROACH

Collaborate with partner organizations to provide a forum for sharing information and enhancing working relationships, discourage duplication of services and programs within the region, and identify and fill gaps in health and human services.

POLICY-3.2.2: ACCESS TO SERVICES

Prioritize the maintenance and improvement of quality-of-life amenities, services, and infrastructure in existing neighborhoods. Place a particular focus on neighborhoods that are underserved and that have populations with barriers to access, such as limited financial resources or access to transportation options.

POLICY-3.2.3: DESIGN FOR ACCESSBILITY

Design infrastructure, public spaces, facilities, and amenities to accommodate people of all ages and abilities.



POLICY-3.2.4: SERVICES FOR VULNERABLE POPULATIONS

Partner with local and regional organizations to expand services for people experiencing homelessness and people with disabilities.

POLICY-3.2.5: HOUSING FOR VULNERABLE POPULATIONS

Expand the supply of housing options that are affordable and accessible to seniors, people with disabilities, people without stable housing or transitioning out of homelessness, people with state or federally defined disorders, and very low-income populations. [See also, Goal 1.2 and associated policies.]

POLICY-3.2.6: FOOD ACCESS

Promote and expand initiatives that offer access to healthy food in dispersed locations throughout communities, such as farmers markets, seasonal farm stands, community gardens, food distribution centers, and community-supported agriculture (CSA) with a focus on increasing access to fresh, nutritious food in underserved areas. [See also, Goal 2.4 and associated policies].

GOAL 3.3: Ensure residents are offered equal opportunity for a healthy, active lifestyle.

POLICY-3.3.1: MULTI-PURPOSE FACILITIES

Leverage available resources by seeking opportunities to develop and maintain joint-use, multi-purpose, multi-generational, and/or other types of shared-use facilities (e.g., school recreational facilities, parks, community meeting space, libraries, and museums).

POLICY-3.3.2: FACILITY SITING AND ACCESS

In considering locations for public facilities, services, and amenities, evaluate the concentration of need in the population to be served and their ease of access. Prioritize locations in and connections to underserved areas.

POLICY-3.3.3: RECREATIONAL OPPORTUNITIES

Strive to provide access to active and passive recreation opportunities within walking distance of most homes or neighborhoods in developed areas of Pueblo County, while recognizing that needs vary based on location and not all areas will have the same level of access. Recreational opportunities should be tailored to suit the unique needs of different neighborhoods and communities.





POLICY-3.3.4: RECREATIONAL PROGRAMS

Provide a variety of year-round community and recreational programs, offerings, and other amenities that support healthy and active lifestyles among residents of all ages, abilities, and backgrounds.

POLICY-3.3.5: EDUCATION AND AWARENESS

Collaborate with school districts, health and wellness organizations, and the medical community to establish and expand health and wellness programs, increase awareness of the benefits of active lifestyles and healthy living among residents of all ages, and provide information on ways in which they can lead more active and healthy lives.

POLICY-3.3.6: ACTIVE LIVING

Integrate active living considerations into the planning and development review process to encourage the creation of built environments that support an environment where physical activity can be incorporated into daily activities (such as walking or bicycle travel). Such considerations should also be incorporated into the design of streets and other public spaces.

GOAL 3.4: Foster a culture of inclusivity.

POLICY-3.4.1: ACCEPTANCE, INCLUSION, AND RESPECT

Promote acceptance, inclusion, and respect for all people in the region. Discourage all forms of discrimination, in addition to the specific characteristics that are protected by law.

POLICY-3.4.2: CELEBRATE DIVERSITY

Support events and activities that promote learning and understanding of different ethnic and cultural groups, such as working with partners and cultural leaders, co-creation of cultural events and activities, and responsiveness to community vision.

POLICY-3.4.3: CULTURAL COMPETENCY

Provide services and share information in a manner that is culturally and linguistically relevant to a range of residents.



POLICY-3.4.4: EQUITABLE DECISION-MAKING PROCESSES

Ensure that plans, policies, and decision-making processes—including budget decisions—evaluate the benefits and/or burdens of local government actions or investments and their impacts on particular groups or geographic locations in ways that are equitable.

POLICY-3.4.5: EQUITABLE ACCESS TO OPPORTUNITIES

In all programs and services, seek to ensure equitable access by all groups and individuals, with special focus on including disadvantaged and under-represented groups.

POLICY-3.4.6: INCLUSIVE PARTICIPATION

Invite participation from the broadest possible spectrum of residents in all decision-making and resource-allocation processes by City, County, and Metro governments.

POLICY-3.4.7: REPRESENTATIVE GOVERNMENT

Explore opportunities to ensure that elected, appointed, and employed officials in local and regional government are representative of the broader community.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 3: Help Every Community Thrive				
Child Poverty	Child poverty rate	16.8% (2019)	Decrease	U.S. Census Bureau
Education	High school graduation rate (districts 60 and 70, respectively)	83% (2019) 93% (2019)	Maintain/ Increase	District 60 District 70
Public Health	Adult (18+) obesity rate Child (5-14) obesity rate	30.9% (2013-15) 27.7% (2013-2015)	Decrease	PDPHE
Prenatal Care	Percent of women that receive adequate prenatal care	47.2% (2013-2015)	Increase	PDPHE
Food Access	Number of active community gardens	--	Increase	City of Pueblo
Local Food Distribution	Pounds of locally purchased food distributed to residents in need	--	Increase	Pueblo Food Project
Access to Parks and Open Space	Percent of residents within ½ mile of a quality park or open space	--	Increase	EDGIS

THIS PAGE INTENTIONALLY LEFT BLANK



GUIDING PRINCIPAL 4:

CELEBRATE PUEBLO

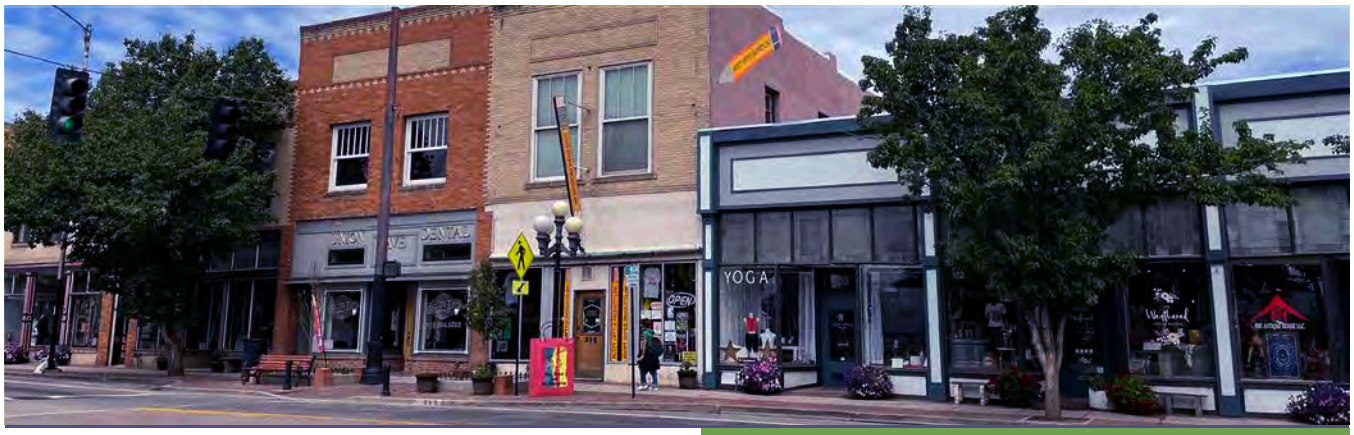
Puebloans value the region's history, culture, landscapes, access to outdoor recreation, and friendly people. We will instill a renewed sense of pride and identity by celebrating our diverse assets and investing in what makes Pueblo uniquely livable.



Why it is Important

Pueblo County's history is marked by booms and busts. Periods of economic gains contributed to a downtown that is filled with historic structures, vibrant and diverse neighborhoods, and a wealth of cultural amenities, especially for a community of its size. However, subsequent downturns have resulted in the vacancy of those same historic buildings, disinvestment in our neighborhoods, and—in some cases—damaged community pride. Despite these challenges, residents are quick to highlight what they love about living in Pueblo County—its rich history, diversity of cultures, scenic rural landscapes, easy access to outdoor recreation, a vibrant arts scene, and a family-friendly environment.

As we look to the future, we must come together to continue the work of rediscovering and reinvesting in not just what makes Pueblo County unique—but also what makes it a great place to live. A renewed sense of identity and community pride will emerge from our shared commitment to celebrating our past, while actively investing in our children and grandchildren's future through art, education, and cultural awareness.



Regional Goals and Policies

GOAL 4.1: Protect and preserve Pueblo County's historic, cultural, and archaeological resources.

POLICY-4.1.1: HISTORIC PRESERVATION INITIATIVES

Encourage ongoing efforts by the Historic Preservation Commission (HPC), community organizations, Pueblo County, and state and federal partners to research, identify, document, interpret, and preserve structures and sites with cultural, archaeological, or paleontological significance.

POLICY-4.1.2: DOCUMENTATION

Continue to pursue and support opportunities to investigate and document local history through efforts that improve the community's understanding of the resources that exist. Place a particular emphasis on expanding knowledge of resources from the more recent past, such as the City's Mid-Century neighborhoods.

POLICY-4.1.3: INVENTORY OF CULTURAL RESOURCES

Continue to expand the Pueblo Inventory of Cultural Resources (PICR) through the nomination of eligible properties for the state and national registers of historic places, designation of National Register Historic Districts and Landmarks, and establishment of a Pueblo Local Landmark Historic District.[See Appendix F: Inventory of Cultural Resources for a complete listing of designated resources.]

HISTORIC PRESERVATION IN THE CITY OF PUEBLO

The City of Pueblo is Certified Local Government (CLG). CLGs are endorsed by the State Historic Preservation Office (History Colorado) to promote consistency with federal historic preservation programs and the Secretary of the Interior's Standards for Archaeology and Historic Preservation. CLG status also provides access to grants and other assistance to support local preservation initiatives.

Authorized through the City's CLG status, the City of Pueblo Historic Preservation Commission (HPC) is an appointed board of community volunteers that reviews applications for historic designation, makes decisions related to the demolition and upkeep of historic resources, and helps owners of historic landmarks with the physical, technical, and financial aspects of preservation, renovation, rehabilitation, and reuse.

The City and HPC work with numerous volunteer and non-profit organizations to help document and preserve historic, cultural, and archaeological resources in the community. The Pueblo Inventory of Cultural Resources (PICR) is a register maintained by the City of Pueblo for all historic resources within its corporate limits that have been previously placed on the NRHP, Colorado State Register of Historic Places (CSRHP), or are designated a local historic landmark.









POLICY-4.1.4: PRESERVATION PLANNING

Ensure adopted plans, policies, and regulations support historic preservation and help eliminate barriers to the stewardship, restoration, reuse, and designation of historic properties. Work with neighborhoods, citizens, non profits, and staff to advance recommendations that emerge from completed plans and studies.

POLICY-4.1.5: PEOPLE IN PRESERVATION

Support and expand ongoing efforts to engage long-time residents and others in documenting the oral histories of different ethnic and minority groups, neighborhoods, and communities in Pueblo County. Prioritize efforts that will provide current and future residents with a more complete understanding of Pueblo's history.

POLICY-4.1.6: PRESERVATION INCENTIVES

Increase awareness of state and federal grants, tax incentives, and other financial incentives available to support the rehabilitation and adaptive reuse of historic buildings. Investigate creating a system or program of local incentives.

POLICY-4.1.7: PUBLIC BUILDINGS

Pursue the nomination of historic City- or County-owned resources determined to be eligible for the National Register of Historic Places as a tool to access funding to support their rehabiliation and maintenance over time.

POLICY-4.1.8: CONTEXT-BASED TOOLS

Establish context-based standards and guidelines to encourage reinvestment in historic districts. Explore the feasiblity of establishing conservation districts or other regulatory tools to encourage compatible infill and redevelopment in areas with lower integrity but good urban form, areas where historic signficance is not based on architecural style or form, or areas where the modest scale of vernacular building forms is desirable to retain. [See also, Policy COP-2.3: Protective Measures]



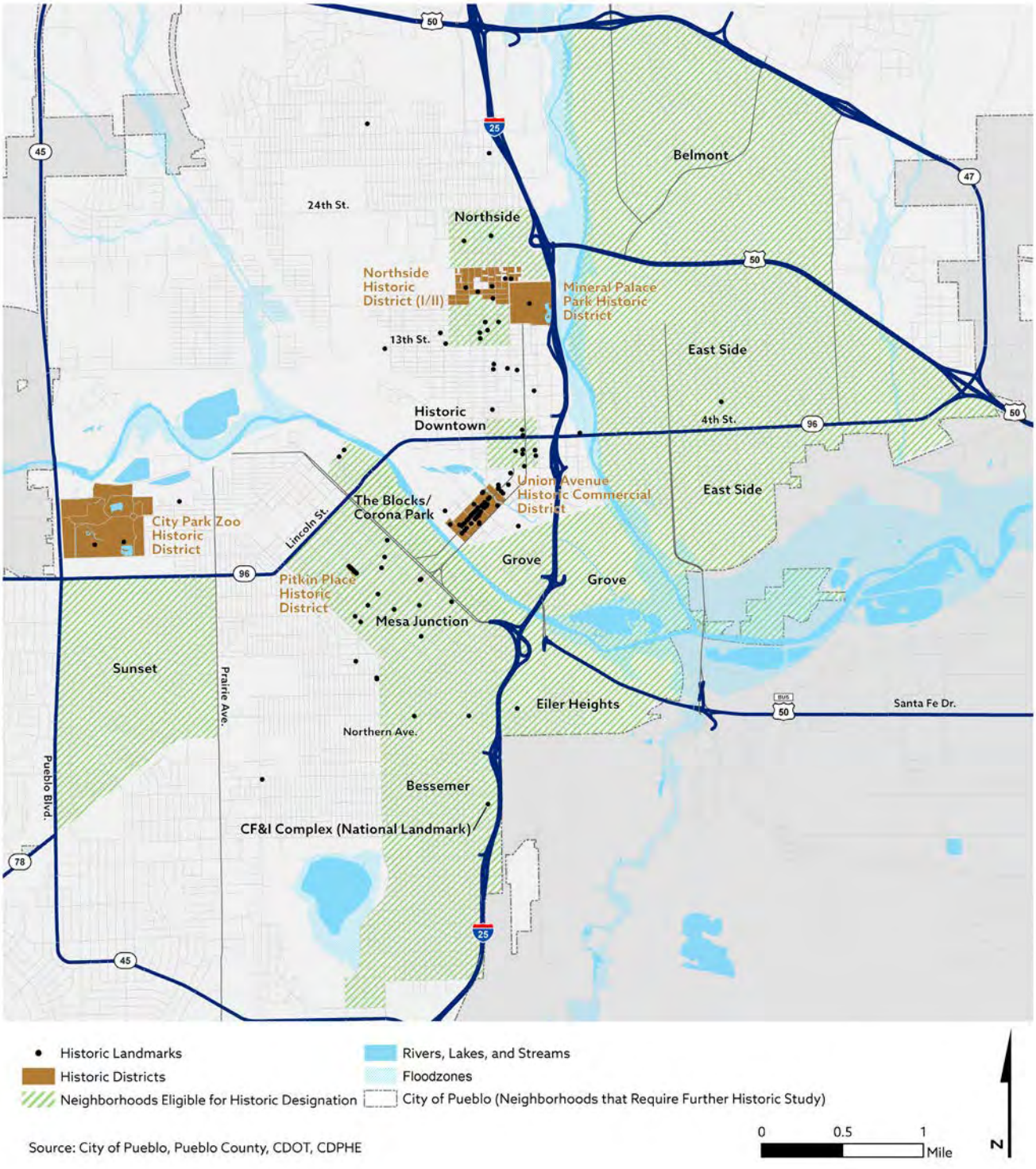
HISTORIC AND CULTURAL RESOURCES: CITY OF PUEBLO

The City of Pueblo has three national historic districts and two local historic districts: City Park Zoo Historic District (National); Mineral Palace Park Historic District (Local Landmark); Northside Historic District – Phases 1 and 2 (Local); Pitkin Place Historic District (National Register); and Union Avenue Historic Commercial District (State and National). The Pueblo Inventory of Cultural Resources (PICR) also includes one National Landmark (Colorado Fuel and Iron Company) and 125 individual resources that are designated as local landmarks or listed on the State and/or National Register of Historic Places. While the vast majority of these historic resources are purpose-built buildings such as residences, businesses, or churches, this list also includes structures like bridges, a carousel, and a rail car. In some, but not all instances, individual buildings or landmarks are also part of a historic district.

While the PICR continues to grow, many of the City's historic resources are not formally recognized. To gain an understanding of what historic resources might be eligible for future nominations or district designations, the City—with the support of History Colorado, Historic Pueblo, Inc., and other community partners—has completed historic context studies for the Bessemer, Bojon Town/Eiler's, East Side, North Side, and South Pueblo neighborhoods, Downtown Pueblo, as well as a Pueblo Modern Historic Context Study focused on the City's recent past (1940-1982). Some of these context studies have also been supplemented with (or were preceded by) intensive resource surveys. These resources are intended to make local history more accessible to residents and property owners, increase awareness of the resources that exist, and to identify potential steps to help protect the resources that have been identified.

A variety of grants and incentives are available to help support the rehabilitation of properties listed on the State and/or National Register of Historic Places. At the state-level, History Colorado administers both competitive and non-competitive grants, preservation tax credits, and CLG subgrants. The Federal Historic Preservation Tax Incentives program offers tax credits for different types of projects (generally income-producing properties), as well as tax benefits for historic preservation easements—a voluntary legal agreement that permanently protects a historic property. In some instances, different packages of grants and incentives can be combined on a single project. Because the availability of specific grants and incentives may change from time to time, interested property owners or investors should consult the City's Historic Preservation Planner for current information.

Historic and Cultural Resources: City of Pueblo







POLICY-4.1.9: EDUCATION AND AWARENESS

Coordinate with Pueblo City-County Library District, El Pueblo Museum, schools, and other local organizations to improve access to information on local history, expand educational offerings, digitize records, and broaden community awareness and understanding of the economic, social, and environmental benefits of preserving historic, cultural, archaeological, and paleontological resources in the region.

POLICY-4.1.10: REGIONAL COLLABORATION

Explore collaborative opportunities to preserve and interpret historic, cultural, and archaeological resources in unincorporated areas and other communities in Pueblo County, including potential partnerships between the City of Pueblo HPC and Pueblo County.

GOAL 4.2: Maintain and expand access to outdoor recreation.

POLICY-4.2.1: PARKS AND RECREATION PLANNING

Complete a regular assessment of current parks, trails, and recreation amenities in each community and establish goals and policies for improving coordination between communities and maintaining and expanding parks and recreational amenities.

POLICY-4.2.2: PARK LAND PRESERVATION

Retain developed, City- or County-owned parks for the primary purpose of active and passive recreation to the maximum extent feasible. Where alternative uses or possible disposal of an existing park are considered, seek broad input on impacts to park users and ensure reuse of the park to meets other community objectives.

POLICY-4.2.3: OPEN SPACE CONSERVATION

Evaluate establishing programs and funding mechanisms to support the acquisition, management, maintenance of public open lands and natural areas operated and managed by appropriate entities with the resource management capabilities.

POLICY-4.2.4: OPEN SPACE MANAGEMENT

Manage and plan for open spaces that provide a range of purposes and uses including conservation of plant and animal ecosystems, enhancement of wildlife movement corridors, protection of biodiversity, limitation of non-native plant spread, aesthetics, and active and passive recreation.

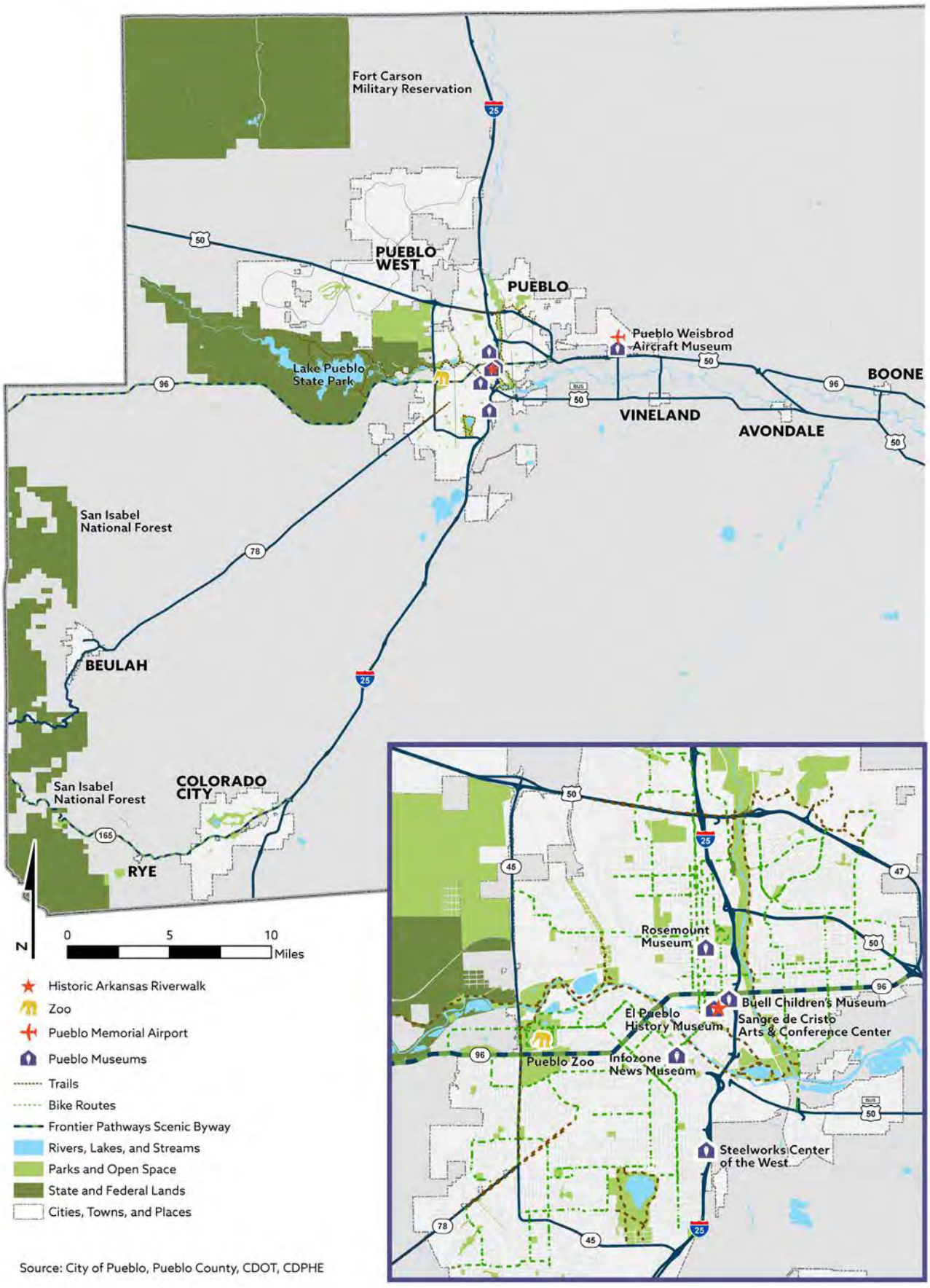
POLICY-4.2.5: RECREATIONAL ACCESS

Pursue strategies and implement options that allow area residents without cars to access parks and recreational amenities throughout the County.

POLICY-4.2.6: TRAIL NETWORKS

Expand trail networks along river corridors, easements, and public rights-of-way to connect recreational opportunities with residents, link parks and open space areas, and improve connectivity to community destinations, along with trail linkages between communities and neighborhoods within the region. Coordinate with adjacent counties and the state on interregional trail networks like the Fountain Creek Regional Trail and Front Range Trail.

Pueblo County Regional Assets and Amenities



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





POLICY-4.2.7: DEVELOPMENT STANDARDS

Coordinate the expansion of the trails network in conjunction with new master plans and subdivision developments. Establish clear expectations for the provision of recreational amenities in new planned unit developments (PUDs), master planned communities, and other developments to include parks, active and passive open space, and connections to adjoining properties, public lands, trail systems, and park facilities. Ensure that shared maintenance agreements are in place.

GOAL 4.3: Celebrate Pueblo's history and culture through the arts.

POLICY-4.3.1: PUBLIC ART

Continue to invest in and promote public art in public places throughout the community.

POLICY-4.3.2: PUBLIC FACILITIES

Provide opportunities to use public facilities, such as parks, government buildings, community centers, libraries, and museums, as spaces to create and showcase local contributions to arts, music, and culture.

POLICY-4.3.3: CULTURAL FACILITIES AND EVENTS

Coordinate with arts organizations, school districts, Sangre de Cristo Arts and Conference Center, Pueblo City-County Library District, other government agencies, and local galleries, museums, and event spaces to organize, host, and publicize arts and cultural facilities, events, and activities that support creative industries, beautify the community, and promote tourism.

POLICY-4.3.4: CULTURAL AMENITIES

Devise and implement strategies that support and promote existing local venues devoted to arts, cultural, and historical programming.

POLICY-4.3.5: PUEBLO CREATIVE CORRIDOR

Promote the expansion of the arts economy in Pueblo as part of the Pueblo Creative Corridor. Increase awareness of programs, events, and incentives available to participating businesses, artists, and others as part of the Colorado Certified Creative District program.

POLICY-4.3.6: ARTS AND CULTURE FUNDING

Collaborate with arts and cultural organizations to identify and pursue funding options from state and federal programs to support arts and cultural programming. Where possible, seek to partner on initiatives that support other community goals, including





housing, poverty, education, sustainability, health and wellness, agriculture, and economic development.

POLICY-4.3.7: CREATIVE INDUSTRIES

Create and expand tools to support creative businesses and job creation, including grants, public-private partnerships, and other funding and support mechanisms.

POLICY-4.3.8: COMMUNITY ENGAGEMENT

Expand participation in arts and culture and ensure that arts and culture are accessible to all by fostering an inclusive and equitable cultural and creative community that represents all residents.

GOAL 4.4: Establish Pueblo County as a tourist destination.

POLICY-4.4.1: MARKETING AND BRANDING

Coordinate efforts with the Greater Pueblo Chamber of Commerce and Pueblo Convention and Visitors Bureau, Pueblo Latino Chamber of Commerce, Pueblo West Chamber of Commerce, Pueblo Economic Development Corporation, and other economic development organizations to improve marketing and branding the region as a tourist destination, emphasizing all the cultural and recreational opportunities, and natural assets, the region offers.

POLICY-4.4.2: SCENIC AND HISTORIC BYWAYS

Coordinate with the Colorado Department of Transportation (CDOT), area chambers of commerce, the Pueblo Creative Corridor, Frontier Pathways Scenic and Historic Byway, Inc., and other organizations to promote the Frontier Pathways Scenic and Historic Byway and future byway designations in Pueblo County.

POLICY-4.4.3: ECONOMIC IMPACTS

Improve recognition among residents, local businesses, government agencies, and area organizations of the economic benefits of a stronger tourism economy.

POLICY-4.4.4: MAJOR EVENTS AND ATTRACTIONS

Expand efforts to host events and attractions that bring visitors to Pueblo County, including existing events like the Chile and Frijole Festibal and Colorado State Fair, with new/expanded events and attractions related to the Transamerica Trail Bike Ride, celebrations of local history and culture, live performances, outdoor recreational events, birding, agritourism, and local food and drink. Continue working with state, local, and regional partners on the implementation of the Regional Tourism Act (RTA) grant on improvements to downtown Pueblo to make the community an attractive destination for tourists from outside the state and around Colorado.



GOAL 4.5: Protect our rural landscapes.

POLICY-4.5.1: LAND USE POLICIES

Address the protection and retention of rural areas through implementation of supportive land use designations and development regulations that maintain rural uses.

POLICY-4.5.2: RURAL USES AND ACTIVITIES

Adopt and maintain policies and regulations that allow for continuance or expansion of rural uses and activities, such as small-scale raising and keeping of farm animals, and food production.

POLICY-4.5.3: UTILITY AND INFRASTRUCTURE SITING

Work with local utility providers to ensure that transmission infrastructure is developed to minimize impact on other uses and maximize the use of existing utility corridors.

POLICY-4.5.4: SCENIC AND HISTORIC BYWAYS

Coordinate with the Colorado Department of Transportation (CDOT), area chambers of commerce, the Pueblo Creative Corridor, Frontier Pathways Scenic and Historic Byway, Inc., and other organizations to promote the Frontier Pathways Scenic and Historic Byway.



GOAL 4.6: Enhance the appearance of public spaces, rights-of-way, and community gateways.

POLICY-4.6.1: COMMUNITY GATEWAYS

Enhance and accentuate gateways to the region and each community, including Interstate 25 and Highway 50 interchanges, to provide coordinated and positive community entrances. Gateway design elements may include streetscape design, supportive land uses, building architecture, landscaping, signage, lighting, and public art.

POLICY-4.6.2: GATEWAY AND PUBLIC SPACE MAINTENANCE

Secure devoted funding for a program of ongoing maintenance and necessary improvements to public spaces and gateways in the community.

POLICY-4.6.3: PUBLIC AMENITIES

Design streets and other public spaces with the comfort and enjoyment of pedestrians in mind. Incorporate features such as plazas, pocket parks, patios, children's play areas, transit facilities, sidewalks, pathways, street trees, public art, benches, planters, and other street furniture as part of development projects.

POLICY-4.6.4: CONTEXT-SENSITIVE DEVELOPMENT

Ensure that all development contributes to the positive character of the community. Building materials, architectural details, color range, building massing, and relationships to streets and sidewalks should be tailored to the surrounding area. Development should not consist solely of repetitive design that may be found in other communities.

POLICY-4.6.5: VOLUNTEER INITIATIVES

Establish programs with neighborhood groups and other local organizations to organize volunteers on beautification and neighborhood improvement projects.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 4: Celebrate Pueblo				
Historic Districts	Number of historic districts	3 National 2 Local (2021)	Increase	HPC
Historic Landmarks	Number of structures and sites listed as local landmarks and/or, listed on the National Register of Historic Places	125 (2021)	Increase	HPC
Investment in Historic Places	Permits for restoration of historic landmarks and districts	--	Increase	HPC, Pueblo Regional Building Dept.
Tourism	Number of visitors and amount of tourist spending	--	Increase	Greater Pueblo Chamber of Commerce



GUIDING PRINCIPAL 5:

A FUTURE-READY ECONOMY AND WORKFORCE

A future-ready economy and workforce is nimble in its ability to adapt to industry shifts and economic fluctuations. As a region, we will work together to position Pueblo County as an innovative community, where all residents, business-owners, and members of the workforce have an opportunity to achieve economic prosperity.



Why it is Important

Pueblo County possesses a strong economic base, an ample supply of land, and strong regional partnerships to build upon for the future. Existing infrastructure assets—including ready access to the rail network and water and sewer availability—can help support economic growth in the region. However, there are challenges that must be addressed, including the education and skill level of the workforce, rising electric power costs, and inadequate broadband coverage, among others.

As we look to the future, the economic resilience of the region must be major focus. The region's traditional economic sectors are being impacted greatly by technology advances and market forces. Increasingly, less skilled jobs in legacy industries are being replaced by investments in automation and new technologies. Ensuring employment opportunities for residents in the future will require the County's economy, workforce, and community to continue to evolve, building upon its growing reputation as the "Clean Energy Capital" of Colorado.



Regional Goals and Policies

GOAL 5.1: Leverage the region's assets and opportunities.

POLICY-5.1.1: LAND FOR OPPORTUNITIES

Promote the abundance of land for a variety of employment uses available in the region in attraction of companies. Maintain an inventory of employment lands and the attributes and needs of each site to support attraction efforts.

POLICY-5.1.2: RAIL ACCESS

Promote the access to major rail infrastructure in the region to attract and grow businesses that want rail access to provide goods regionally.

POLICY-5.1.3: WATER RESOURCES

Promote the availability of existing Municipal and Industrial (M&I) water resources as an incentive for new employers and other economic opportunities, while also emphasizing the region's commitment to conservation.

POLICY-5.1.4: QUALITY OF LIFE

Promote the quality-of-life aspects of the region including access to outdoors, lower cost of living, and cultural assets to attract new businesses and workforce to the region.

POLICY-5.1.5: RENEWABLE ENERGY ECONOMY

Support the transition to a renewable energy economy in coordination with regional energy utilities and industries.

GOAL 5.2: Diversify the region's economic base.

POLICY-5.2.1: REGIONAL COLLABORATION

Promote a regional vision and shared goals for economic development in Pueblo County. Continue the regional approach and strategy for economic growth developed in the One Pueblo Plan including the identification of roles and responsibilities and regional partnerships.

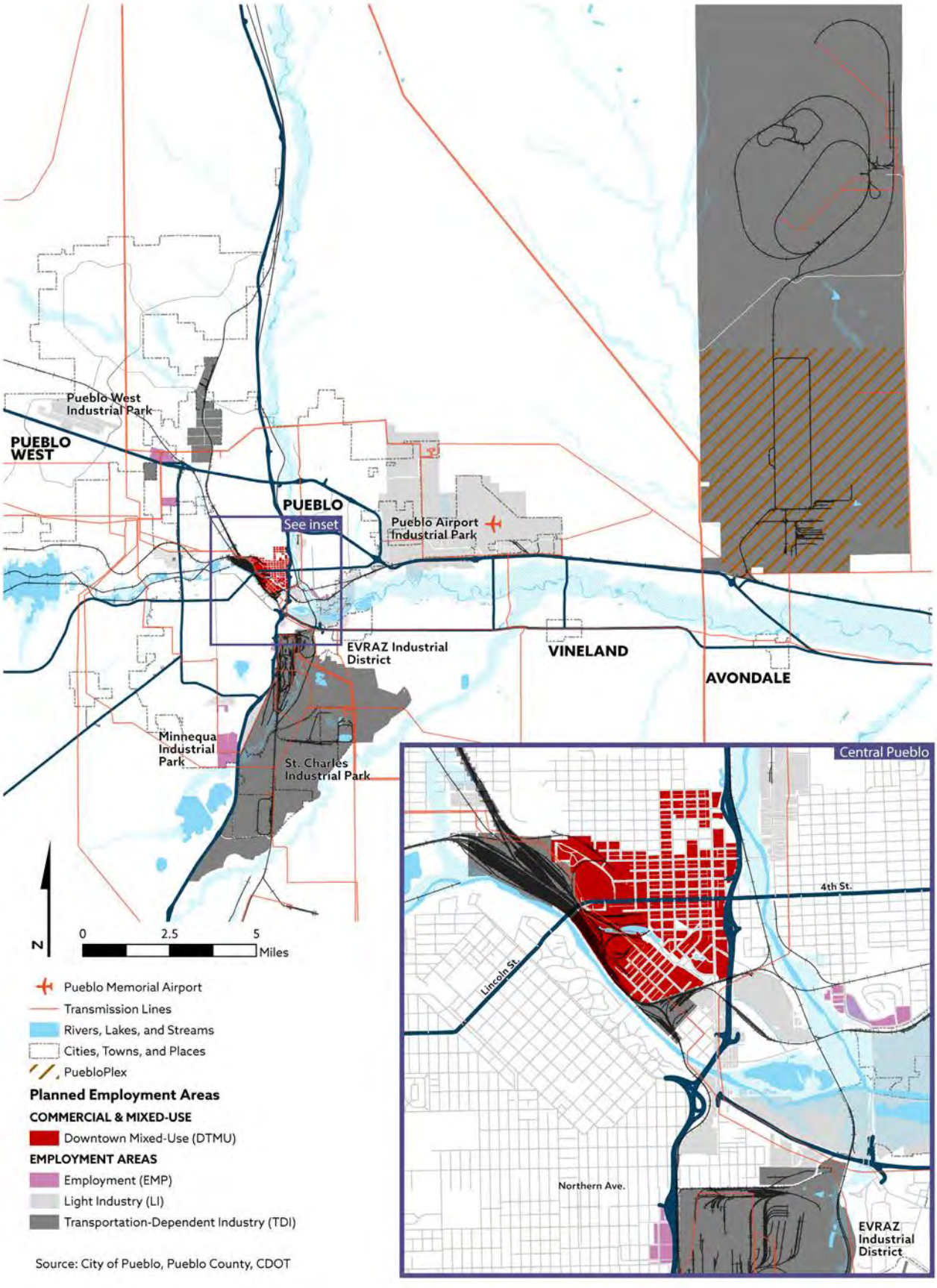
POLICY-5.2.2: PROTECT EMPLOYMENT LANDS

Ensure that land use plan prioritizes the region's planned employment areas. Invest in infrastructure and amenities that are needed to support retention and attraction of employers within the region's target industries to employment lands

POLICY-5.2.3: COMPATIBLE USES

Develop and update land use and development regulations that minimize impacts of employment uses, especially more land intensive uses such as solar power development and marijuana/hemp production, on the region. Explore ways to offset negative impacts through fees and regulations that still maintain the region's competitive advantage.

Planned Employment Areas





ECONOMIC DEVELOPMENT PARTNERS

Economic development in Pueblo County is supported by a large group of organizations, institutions, and public agencies, including PEDCO, the Greater Pueblo Chamber of Commerce, the Latino Chamber of Commerce of Pueblo, Pueblo West Chamber of Commerce, Greenhorn Chamber of Commerce, and others. Additional information about the region's economic development partners and efforts is provided in Appendix A: State of the County, along with information about the types of incentives available to current or prospective businesses.

GOAL 5.3: Support the growth, creation, and retention of small businesses and start-ups.

POLICY-5.3.1: SMALL BUSINESS SUPPORT

Provide resources and increase collaboration in the region for supporting entrepreneurship and small business. Identify champion partners to lead efforts around entrepreneurship and small business support.

POLICY-5.3.2: ACCESS TO CAPITAL

Provide opportunities for new and small businesses to access capital to support their growth and expansion.

POLICY-5.3.3: BUSINESS INCUBATION

Cultivate an environment that fosters innovation and new business creation through growing local collaboration, promotion of successful companies, creating a network of entrepreneurs and resource providers.

GOAL 5.4: Attract and train a regional workforce to meet the needs of the future.

POLICY-5.4.1: ATTRACT AND RETAIN WORKFORCE

Develop a regional plan for addressing gaps in workforce talent on an on-going basis and ensure that education resources are available to fulfill needs.

POLICY-5.4.2: TRAIN WORKERS FOR TOMORROW

Collaboratively work to educate students, parents, and educators of future jobs opportunities and the skills needed for those jobs. Work with school districts and area higher education institutions to provide programs that can build skills for residents that align with future needs in the region's target industries.

POLICY-5.4.3: GROW REGIONAL WORKFORCE

Promote the larger southern Colorado region's employment opportunities and quality of life to potential new residents and workers to grow the talent base in the region.



GOAL 5.5: Make it easy to do business in Pueblo.

POLICY-5.5.1: EASE OF DOING BUSINESSS

Increase the ease of development and doing business in the region by creating a coordinated "one stop shop" for customers come to gain permits, approvals, and resources for projects. Focus on increasing the ease of the experience for the customer to achieve their desired approval for projects.

POLICY-5.5.2: REGIONAL DEVELOPMENT COORDINATION

Develop and implement a regional approach to development review and coordination that increases collaboration, standardizes regulations and requirements, and leverages existing resources.

- Coordinated development processes
- Alignment of adopted goals and development regulations
- Collaboration on infrastructure and service provision
- Coordinated economic development

POLICY-5.5.3: REGIONAL COMPREHENSIVE PLAN ALIGNMENT

Incorporate the Regional Comprehensive Plan as part of day-to-day decision-making across the region. Apply the Plan consistently in the development review process, supporting projects and funding requests that are aligned with the guiding principles and goals in the Plan.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 5: A Future Ready Economy and Workforce				
Population and jobs	Number of residents and jobs (county)	168,424 (2019) 62,254 (2019)	Increase	PEDCO (Statsmerica, 2020)
Diverse Industries	Industry diversification	54.9% (2020)	Increase	PEDCO (EMSI, 2020)
Diverse Occupations	Occupation diversification	90.2% (2020)	Maintain or Increase	PEDCO (EMSI, 2020)
Wages	Average earnings distribution	Varies by Earner Cohort Median: $41,108 (2020)	Increase for all cohorts	PEDCO (EMSI, 2020)
Educated Workforce	Percent of population with more than a High School Diploma	40.4% (2020)	Increase	PEDCO (EMSI, 2020)
Targeted Industries	Jobs in target industries (food and beverage processing, aerospace and defense, chemical manufacturing, hemp-related industries, construction-related manufacturing, and professional and scientific services)	1,208; 3,591; 246; 928; 565; 2,777 (2020)	Increase	PEDCO (EMSI, 2020)

THIS PAGE INTENTIONALLY LEFT BLANK



GUIDING PRINCIPAL 6:

GROW SMARTER

Smart growth is sustainable and resilient growth. Pueblo County will encourage growth and development that bolsters the economic health and vibrancy of our region, while also conserving our natural resources and adapting our communities to a changing climate.



Why it is Important

For the last 40 years, growth in Pueblo County has occurred much more slowly than it has in other communities along the Front Range. While residents value the slower pace of life and measured growth, it has also presented challenges in terms of disinvestment in established communities, job creation, and a lack of housing diversity. Moving forward, Pueblo County has an opportunity to take a proactive role in determining where and how development will occur and attracting the types of development will be most beneficial to the region in the future. While greenfield development will continue to occur, a stronger focus on the revitalization of older areas of our communities is needed.

We must also ensure our development and infrastructure is resilient to the impacts of a changing climate. Models predict that the region will be most significantly impacted by the effects of extreme heat events and higher overall temperatures, making us vulnerable to drought, wildfire, and flooding. As we look to the future, it is essential that we adapt our built environment and minimize stress on our natural environment to minimize potential adverse effects on our people, property, and economy.



Regional Goals and Policies

GOAL 6.1: Promote a fiscally and environmentally responsible pattern of growth.

POLICY-6.1.1: COORDINATED PLANNING

Continue collaboration in planning among County, City, the Metropolitan Districts, and PACOG staff to implement coordinated decision-making that ensures the most efficient pattern of growth and development throughout the region.

POLICY-6.1.2: CONCENTRATED DEVELOPMENT

Encourage urban development in areas where adequate infrastructure and public facilities exist or are planned for by focusing growth within incorporated cities/towns and metropolitan districts in the County.

POLICY-6.1.3: NEW GROWTH AREAS

Evaluate proposed development in unicorporated areas based on the evaluation criteria for major projects provided in Section 3 to ensure future development is consistent with the goals and policies of this Plan and local/state regulations.

POLICY-6.1.4: ANNEXATION AREAS

Ensure annexations to the City of Pueblo can be served by existing or planned infrastructure and service providers. Utilize annexation criteria (detailed in the Growth Framework Section) that provide guidance on the areas that are suitable for urban development and annexation to the City of Pueblo.

POLICY-6.1.5: COMPACT DEVELOPMENT

Encourage and incentivize mixed-use development in central areas of the County with superior transportation access, proximity to existing or anticipated transit lines, and with proximity to jobs, goods, and services.

POLICY-6.1.6: PRIORTIZE INVESTMENT

Prioritize investment and allocation of resources to infrastructure and provision of services in developed areas in the city and metro districts and areas well suited to support new development.

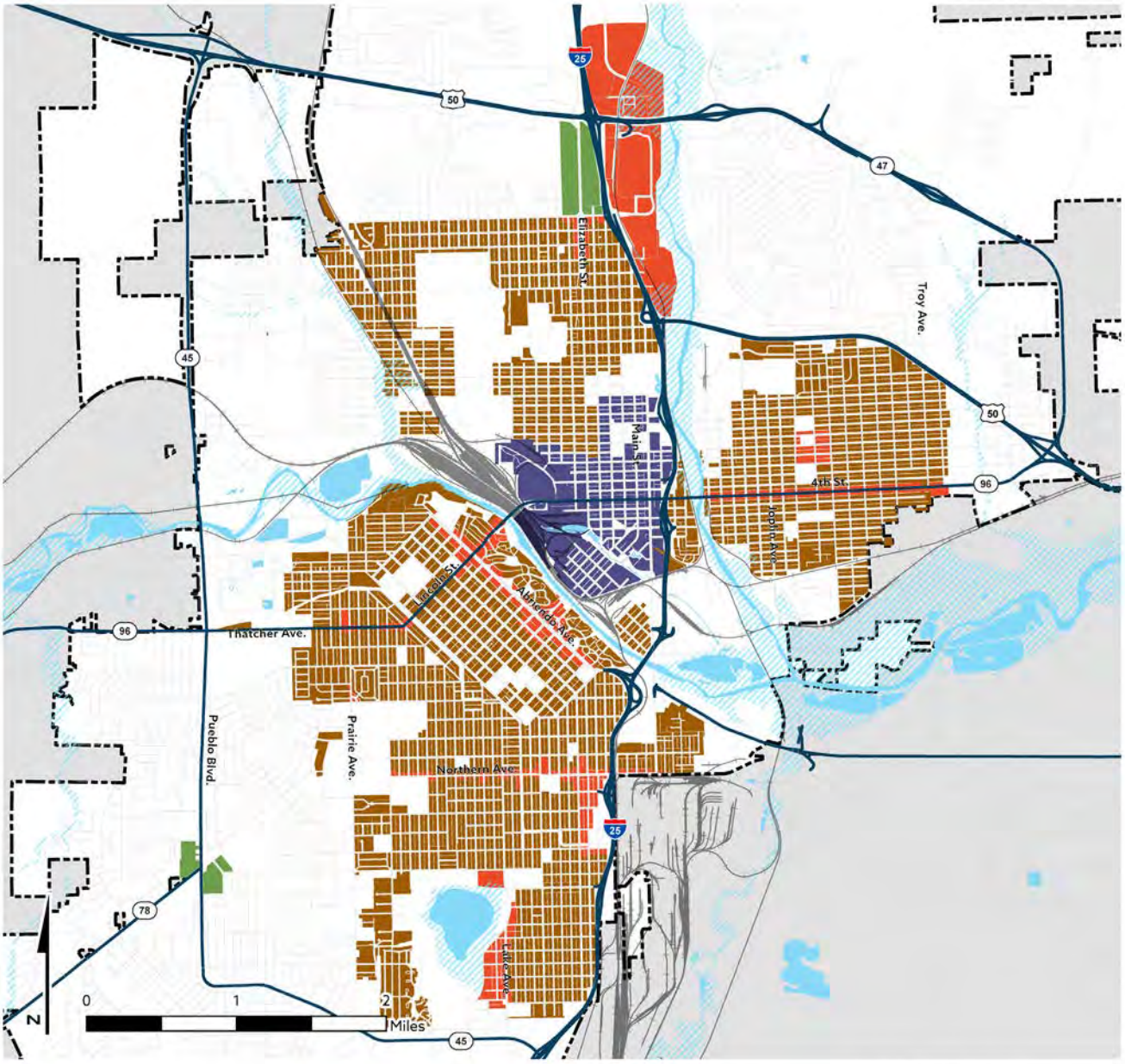
POLICY-6.1.7: FUNDING TO SUPPORT NEW DEVELOPMENT AREAS

Identify and implement funding tools that allow for the City, County, and/or Metro District to generate revenue to offset costs generated by new development and provide sustainable levels of services throughout the region.

POLICY-6.1.8: ENVIRONMENTALLY-SENSITIVE AREAS

Promote the conservation of environmentally-sensitive areas as part of future development, including, but not limited to significant wildlife habitats, steep slopes and arroyos, floodplains, prominent ridgelines, mature stands of trees, and other natural and scenic resources. [See also, Goal 6.5.]

Priority Areas for Infill and Redevelopment



Source: City of Pueblo, Pueblo County, CDOT





GOAL 6.2: Encourage infill and reinvestment in established communities and neighborhoods.

POLICY-6.2.1: DOWNTOWN REVITALIZATION

Continue to develop, support, and implement programs and projects with the objective of redevelopment and revitalization of Pueblo's downtown.

POLICY-6.2.2: REINVESTMENT IN CORE NEIGHBORHOODS

Encourage new development on vacant lands in existing developed areas and support reinvestment in existing buildings and parcels through adaptive reuse or redevelopment. [See also, Goal COP-2, Section 3.]

POLICY-6.2.3: UNDERUTILIZED CENTERS AND CORRIDORS

Prioritize projects that propose redevelopment of outdated, vacant, or underutilized commercial centers and strips throughout the region, including consideration of changing uses permitted in such locations to allow more residential or mixed-use development. [See also, Goal COP-3, Section 3.]

POLICY-6.2.4: REDEVELOPMENT AREAS

With the identification of priority redevelopment areas in the City, County, and Metro District, jointly pursue coordinated plans for attracting the kind of redevelopment projects that will produce the desired development in these areas.

POLICY-6.2.5: BROWNFIELD REMEDIATION

Continue efforts towards the remediation of identified brownfields, including cooperation with the EPA and state health department in the on-going cleanup of the Colorado Smelter site and former Pueblo Chemical Depot (PuebloPlex) to enable the rehabilitation and redevelopment of previously contaminated land.

POLICY-6.2.6: RURAL COMMUNITIES

Enable rural communities to prosper through support for sustainable and context-appropriate development projects, combined with ongoing efforts to maintain and expand infrastructure as warranted by current demand and growth capacity in different rural communities.



REGIONAL WATER PROVIDERS AND CONSERVATION EFFORTS

Pueblo County is served by seven individual water service districts, some of which also provide wastewater service. Residents outside these service districts typically rely on individual wells and septic systems. A brief overview of each provider's service area, current and projected service levels, and usage parameters is provided in Appendix A: State of the County Report. Most of the region's water service districts have conservation plans in place (and periodically update these plans) that account for increased uncertainty surrounding the effects of climate change and establish specific conservation targets and measures. While conservation targets and measures vary by service provider, this Comprehensive Plan supports the implementation of stronger conservation measures across the region, consistent with The Colorado Water Plan.

GOAL 6.3: Conserve and protect the region's water resources.

POLICY-6.3.1: WATER SUPPLY AND DEMAND FORECASTS

Continue initiatives that establish and monitor demand forecasts for available water supply serving communities throughout the County, considering projected increased demand because of growth and development and any foreseen constrictions in supply, to ascertain supply availability meets or exceeds projected demand.

POLICY-6.3.2: ALTERNATIVE AGRICULTURAL TRANSFERS

Collaborate with water providers, landowners, conservation organizations, and other stakeholders on the implementation of Alternative Agricultural Transfer agreements to allow for more easily facilitated water sharing agreements between users, and to lessen frequency of permanent transfer of rights from agricultural lands for use in enabling new development.

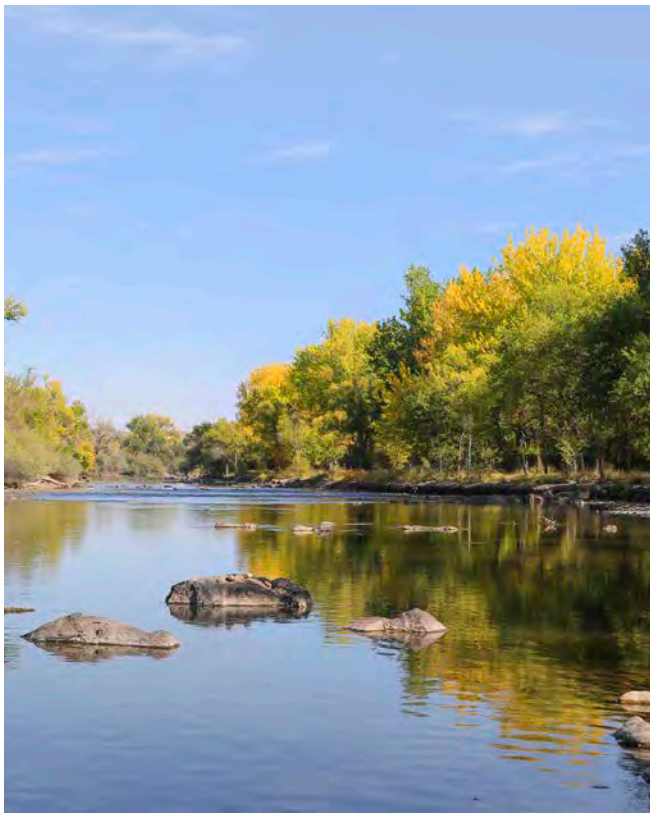
POLICY-6.3.3: LONG-TERM SUPPLY REQUIREMENT (FOR MAJOR DEVELOPMENTS)

Require that major developments demonstrate sufficient long-term water availability to support the proposed development prior to approval. [See also, Section 3, Infrastructure and Services.]

POLICY-6.3.4: STORMWATER MANAGEMENT

Continue to support compliance with MS4 permit terms by enhancing stormwater management facilities that minimize runoff and improve the quality of the stormwater in streams and creeks, maintaining drainage facilities, installing new infrastructure to reduce flooding, and ensuring that new development meets all required provisions.





POLICY-6.3.5: WATER RESOURCES

Support the region's water districts in efforts to secure adequate or expanded water supply resources to meet current and projected water demands, maintain and expand delivery infrastructure as needed, and implement water conservation measures. Explore the feasibility of interconnecting infrastructure between jurisdictions for emergencies and redundancy.

POLICY-6.3.6: WATER QUALITY

Continue to monitor and improve water quality in the region, working to reduce discharges, elevated water temperatures, and pollutant levels, in accordance with the County's Water Quality Management Plan.

POLICY-6.3.7: IMPAIRED WATER BODIES

Continue working towards compliance with Clean Water Act regulations through monitoring and rehabilitation of impaired water bodies by reducing pollutant loads and elevated water temperatures.

POLICY-6.3.8: WATER CONSERVATION

Support the expansion of water conservation efforts through programs and regulations that reduce domestic water use, including reduced use of irrigation water by expanding drought-tolerant landscaping, grey water recycling programs, and installation of water-efficient landscape irrigation systems, among other initiatives.

POLICY-6.3.9: RIVER CORRIDORS

Collaborate on efforts to improve and maintain water quality in the Arkansas River, Fountain Creek, and other rivers, creeks, and streams in the region, so they support various uses, including fishing, swimming, and provision of drinking water.

POLICY-6.3.10: SURPLUS WATER ALLOCATION

Prioritize intra-county use of surplus water to ensure surplus water serves Pueblo County needs whenever possible—municipal, industrial, and agricultural—ahead of non-Pueblo County needs.

GOAL 6.4: Lead the way in renewable energy.

POLICY-6.4.1: RENEWABLE ENERGY

Pursue the energy-related goal of 100 percent renewable energy use for electricity consumption in 2035 through support for the expansion of additional means of renewable energy provision, including wind, hydro-electric, and other renewable sources, as appropriate for development and installation throughout the region.

POLICY-6.4.2: SOLAR FACILITIES

Continue to support the expansion of solar facilities in appropriate locations throughout the region. Prioritize the development of solar faciliates on sites where impacts on residential neighborhoods, prime agricultural lands, sensitive natural areas, views, and other sensitive uses are minimized, while also allowing for access to critical infrastructure, like transmission lines.

POLICY-6.4.3: ENERGY EFFICIENCY

Continue pursuing improvements in energy efficiency through programs, strategies, and goals identified in the Community Energy Plan, and expand these efforts as feasible with new programs and initiatives targeted at the groups identified in the Energy Plan.

POLICY-6.4.4: EMERGING TECHNOLOGIES

Support the development and implementation of new energy technologies that promote sustainability and the mitigation or sequestration of greenhouse gas emissions.

POLICY-6.4.5: INFRASTRUCTURE

Continue to advance strategies that expand the availability of EV charging infrastructure in Pueblo County through support for the implementation of the Pueblo County Electric Vehicle Readiness Plan and ongoing collaboration with regional utility providers.



SOLAR FACILITY DEFINITONS

To support the goal of 100 percent renewable energy the region will continue to support the expansion of solar facilities at a variety of scales depending on their location and purpose. Solar facilities generally fall into one the following categories:

Solar Facility, Small-Scale

A facility that generates electricity from sunlight and that comprises an area of less than one acre. This size is approximately equivalent to a rated capacity of about ten kilowatts (kW) to 250 kW alternating current. Facilities are generally used to reduce onsite consumption of utility power for residential, agricultural, commercial, and industrial applications.

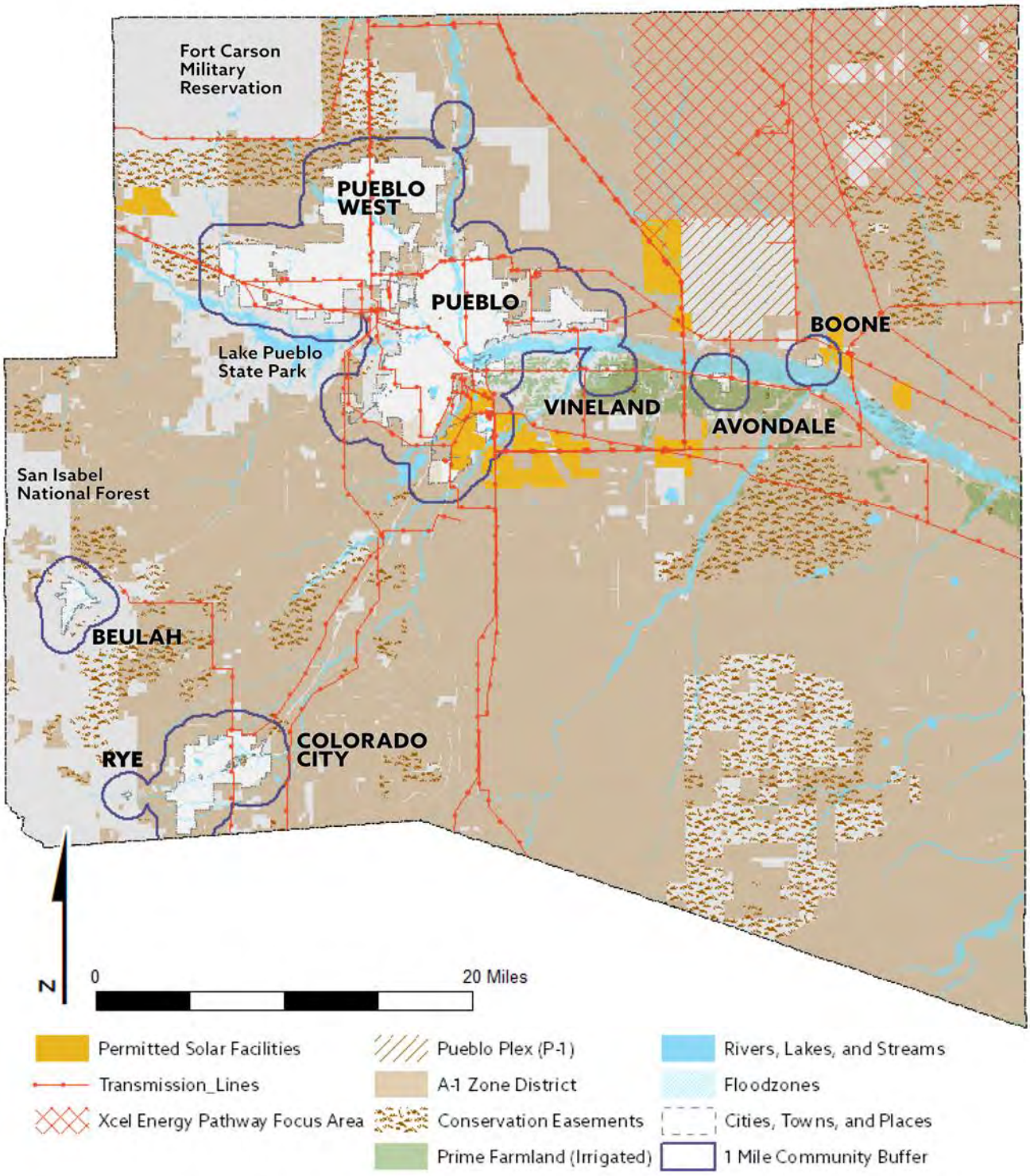
Solar Facility, Medium-Scale

A facility that generates electricity from sunlight and that comprises an area between one to ten acres. This size is approximately equivalent to a rated capacity of about 250 kW to one megawatt (MW) alternating current. Facilities are generally used to reduce onsite consumption of utility power for commercial and industrial applications.

Solar Facility, Utility-Scale

A facility that generates electricity from sunlight and that comprises an area of more than ten acres. This size is approximately equivalent to a rated capacity of about one megawatt (MW) alternating current or greater. Facilities are generally used to provide electricity to a utility provider.

Solar Siting Considerations



Boundaries and data current as of 11/1/21. This information is updated from time to time and is available online.

Source: Pueblo County, USDA, US Energy Atlas, Xcel Energy



SOLAR SITING CONSIDERATIONS

The Pueblo region has been on the forefront of the transition to renewable energy. As part of the effort to be a state and national leader in the growth of renewable energy generation, Pueblo County supports the development of solar facilities in unincorporated areas. Solar facilities should be sited in areas that have lowest impact on sensitive natural areas, existing neighborhoods, Prime (Irrigated) Farmland, views, and other sensitive features and the best access to necessary infrastructure, like transmission lines. This map highlights key considerations for siting solar facilities in unincorporated Pueblo County.





GOAL 6.5: Reduce the region's risk from climate change and natural hazards.

POLICY-6.5.1: INFRASTRUCTURE SITING

Assess the resilience of existing infrastructure, such as roads, water and sewer systems, and the energy grid, in withstanding existing climate threats such as extreme heat, drought, flooding and fires, and identify any improvements or alterations that could increase resilience. When siting new infrastructure, incorporate resilience considerations in advance of determining locations for new facilities and structures.

POLICY-6.5.2: RESILIENCE TO CLIMATE CHANGE

Support implementation of mitigation measures to reduce impacts from primary climate change hazards (drought, extreme heat, wildfire, flooding, vector-borne disease) as identified in the Natural Hazard Mitigation Plan for Pueblo County as amended.

POLICY-6.5.3: COORDINATED HAZARD MITIGATION PLANNING

Implement coordinated natural hazard mitigation strategies as identified in the Natural Hazard Mitigation Plan for Pueblo County, and disaster response planning across County, City and Metro District entities, to reduce risk to natural hazard exposures throughout the County and increase efficiency in responding to disaster events such as flood or wildfire.

POLICY-6.5.4: FLOODPLAIN REGULATION

Continue implementation of floodplain regulations to protect against development in flood zones, mitigate identified risks, and maintain the community's rating in the National Flood Insurance Program.

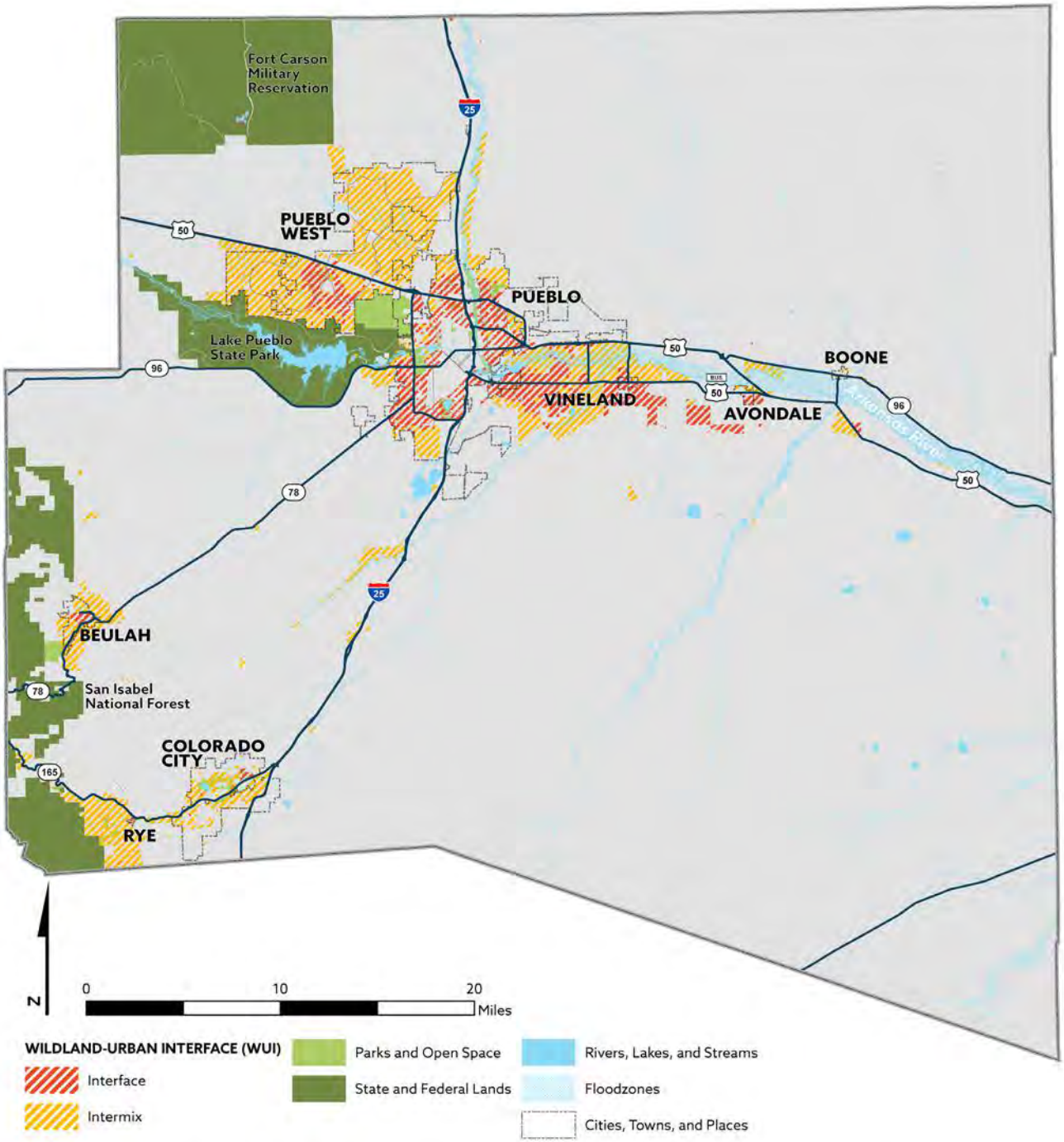
POLICY-6.5.5: WILDLAND URBAN INTERFACE

Reduce the danger of losses from wildfire by actively managing wildland urban interface areas in the County, limiting the encroachment of development in these sensitive areas. Collaborate with rural and volunteer fire departments on the development of Community Wildfire Protection Plans for areas with the greatest risk.

POLICY-6.5.6: MITIGATION OF URBAN HEAT ISLAND EFFECT

Reduce the heat island effect in urbanized areas of the region through the incorporation of site and building features that reduce heat generation and concentration, including measures such as shade trees and reflective materials, green roofs, and cool pavements materials.

Pueblo County Wildland-Urban Interface



"Interface" includes developed areas that have sparse or no wildland vegetation, but are within close proximity of a large patch of wildland.
"Intermix" includes areas where houses and wildland vegetation directly intermingle.

The Colorado State Forester also maintains mapping data related to wildfire risk at: http://csfs.colostate.edu

Source: SILVIS Lab, Pueblo County, CDOT, CDPHE





GOAL 6.6: Build sustainable buildings and infrastructure.

POLICY-6.6.1: MUNICIPAL FACILITIES

Continue efforts to implement goals related identified in the Pueblo County Community Energy Plan, including use of 100 percent renewable energy for electricity consumption in the County by 2035, and investing in energy efficiency, renewable energy, and innovative energy technologies at Pueblo County facilities.

POLICY-6.6.2: GREEN BUILDINGS

Encourage development that incorporates "green" design and building techniques, to lower energy consumption, maximize passive cooling and heating through building orientation, prioritize use of environmentally-certified building materials, and include energy efficient building components (windows, doors, insulation) and appliances.

POLICY-6.6.3: GREEN INFRASTRUCTURE

Emphasize inclusion of green infrastructure into proposed development, scaling from individual sites to neighborhood wide initiatives, possibly including district energy, permeable pavers, bioswales, rainwater harvesting, and greywater recycling, among other related features.

POLICY-6.6.4: XERIC AND NATIVE LANDSCAPING

Encourage the widespread use of landscaping materials that are suited to the local climate, including native plants and those that require low water usage, and are drought- and heat-tolerant.

POLICY-6.6.5: POLICY-6.6.5 RESIDENTIAL RETROFITS AND WEATHERIZATION

Promote increased participation in residential weatherization programs that help homeowners, with a particular focus on participation by low-income owners, to improve the energy efficiency of their dwellings through installation of insulation, energy-efficient upgrades to fixtures and appliances, and tune-ups for existing heating and cooling systems.

GOAL 6.7: Conserve and enhance the region's watersheds and natural resources.

POLICY-6.7.1: PROTECTION OF SENSITIVE NATURAL AREAS

Continue to administer, and expand where necessary, programs that protect critical habitat, prime irrigated farmland, floodplain, forest, and other environmentally sensitive areas from encroachment by development or other incompatible land use.

POLICY-6.7.2: STATE AND FEDERAL LANDS

Coordinate with Colorado Parks and Wildlife, U.S. Forest Service, State Land Board Stewardship Trust, and other state and federal partners regarding the use and administration of state and federal lands in Pueblo County, including Lake Pueblo State Park, Fort Carson, San Isabel National Forest, and PuebloPlex (the former Pueblo Chemical Depot), among other sites.

POLICY-6.7.3: RESOURCE EXTRACTION/RECLAMATION

Support the extraction of subsurface resources in accordance with state law. Continue reclamation efforts on land disturbed through resource extraction efforts. Where new extraction proposals are put forward, ensure that there are provisions for restoration and reclamation conducted by the company when extraction efforts are concluded. Require processing facilities for resource extraction operations to limit negative impacts on adjacent properties.

POLICY-6.7.4: GROUNDWATER PROTECTION

Pursue land use and vegetation management practices that protect from aquifer contamination, while supporting initiatives that divert potentially overtaxing, harmful, or inappropriate development away from areas reaching water availability limits or with high groundwater recharge potential.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 6: Growing Smarter				
Infill/redevelopment	Development permits in priority infill/redevelopment areas (residential units/non-residential square feet)	--	Increase	Pueblo Regional Building Dept.
Water Use	Gallons per capita water demand (systemwide)	Pueblo Water: 207 (2019) Pueblo West: 158 (2019)	Maintain/ Decrease	Districts
Renewable Energy	Percent of energy from renewable sources	BHE: 30% (2020) SIEA: 35.3% Xcel: 32% (2020)	Increase	EDGIS, Xcel, BHE, SIEA
Energy Efficiency	Permits for energy efficient remodeling, retrofits, or new Net Zero homes	--	Increase	Pueblo Regional Building Dept.
Vacant Buildings	Number of vacant buildings	--	Decrease	USPS, HUD



GUIDING PRINCIPAL 7:

STRONG LOCAL AND REGIONAL CONNECTIONS

Community leaders, businesses, local organizations, and residents recognize that a collaborative and connected region is a more resilient region. Together, we will work to improve transportation systems and infrastructure, provide services and amenities, and enhance our local and regional ties.



Why it is Important

Issues of economic development, housing, transportation, environmental sustainability, and providing adequate services to residents rarely follow jurisdictional boundaries. Despite Pueblo County's size and geographic diversity, the challenges facing one community in the region are often shared by others. Similarly, many residents live in one community, but must work, shop, and/or recreate in a different Pueblo County community, with most of these kinds of daily trips currently requiring a car. However, demand for infrastructure that supports alternative modes of travel—such as walking, bicycling, and taking transit—is growing. Mobility will also be an increasing issue for older residents—a growing percentage of the population—who are no longer able to drive cars, but still need to access services and move around their individual communities and the region.

All communities in our region, both large and small, can benefit from regional planning and collaboration. Pueblo County communities and stakeholders have a long history of working together on issues and opportunities of regional significance. We are committed to continued collaboration on not just the transportation that connects us, but also on projects and initiatives that will enhance the quality of life of our residents and the collective success of our region—broadband, energy, jobs, tourism, and others.



Regional Goals and Policies

GOAL 7.1: Provide a safe, efficient, and reliable regional transportation system for all modes.

POLICY-7.1.1: COORDINATED LONG-RANGE TRANSPORTATION PLANNING

Continue to participate in and support the efforts of the Pueblo Area Council of Governments metropolitan planning organization (PACOG MPO) and work collaboratively to implement the initiatives outlined in the County's Long-Range Transportation Plan, as amended.

POLICY-7.1.2: SUPPORTIVE LAND USE PATTERNS

Promote more compact, higher-density land use patterns in areas where such development is appropriate, with the aim of achieving density levels that can support the operation and possible expansion of transit.

POLICY-7.1.3: RIGHT-OF-WAY PRESERVATION

Preserve right-of-way for the planned expansion of the regional transportation network in accordance with the LRTP. Consider right-of-way vacation requests only be considered when there is no possibility for the potentially vacated land to be used for future transportation system connections or expansions.

POLICY-7.1.4: SYSTEM MAINTENANCE

Collaborate to prioritize and implement system maintenance on the region's transportation infrastructure components, including roadways, bike paths, trails, and sidewalks.

POLICY-7.1.5: STREET AND HIGHWAYS

Continue implementation of improvements, expansion, and maintenance of the region's streets and highways, to support safe, efficient, and convenient travel by car. Support future safety plans to identify and address systemic issues throughout the County.

GOAL 7.2: Expand transportation connections to, from, and within the region.

POLICY-7.2.1: REGIONAL BUS

Monitor service level for regional bus connections between Pueblo and Colorado Springs, Denver, and elsewhere, and propose service level enhancements as warranted by extent of passenger usage.

POLICY-7.2.2: REGIONAL RAIL

Collaborate with the Union Pacific (UP) and Burlington Northern and Santa Fe (BNSF) railroads and other public and private stakeholders on plans for potential future passenger rail service to and from the region, including national Amtrak rail connections and the development of regional Front Range Rail service to link Pueblo with other front range communities and beyond.



POLICY-7.2.3: AIRPORT OPERATIONS

Support the continued operation of commercial passenger air service from the Pueblo Memorial airport, pursue opportunities to expand the frequency of flights and number of destinations served, as appropriate based on level of passenger demand.

POLICY-7.2.4: FREIGHT CAPACITY

Monitor the quantity of goods transported through the region's freight systems and seek to expand the region's centrality as a distribution and exchange center for goods transiting through the region.

GOAL 7.3: Encourage and prioritize the use of alternative forms of transportation.

POLICY-7.3.1: GREENHOUSE GAS EMMISSIONS

Reduce greenhouse gas emissions by expanding transit access, providing safe and convenient opportunities to walk or ride a bicycle between major destinations, and encouraging land use patterns and infrastructure investments that reduce reliance on single occupancy vehicles.

POLICY-7.3.2: PUEBLO TRANSIT

Coordinate support for Pueblo Transit to provide frequent, reliable, and convenient transit access to residents throughout the system's service area, encompassing the largest feasible extent for route coverage, in pursuit of the goal to have all residents within one-quarter mile of a transit stop. Revisit the feasiblity of extending transit to Pueblo West and other regional destinations as future development and community interest warrants.

POLICY-7.3.3: BICYCLE AND PEDESTRIAN CONNECTIVITY

Coordinate initiatives to enhance connectivity of pedestrian infrastructure such as sidewalks and trails, as well as bike trails and lanes, with priorities as identified in the County's Long-Range Transportation Plan and Bicycle and Pedestrian Master Plan, as amended.

POLICY-7.3.4: POLICY-7.3.3 COMPLETE STREETS

Seek opportunities to implement Complete Streets initiatives, as appropriate to context and location, in County infrastructure projects, to expand safe, convenient transportation routes for bicyclists, pedestrians, transit riders, and drivers.

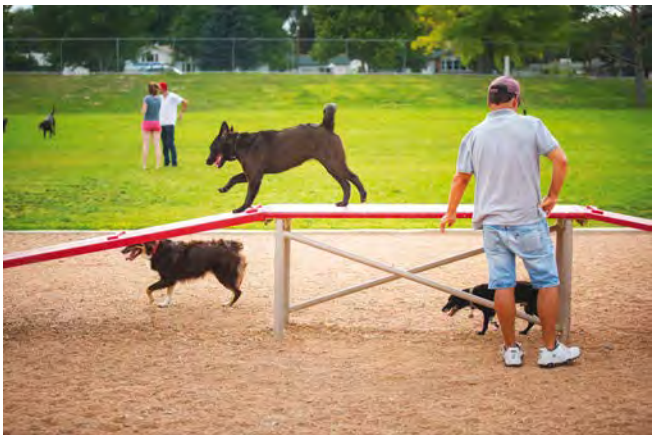
POLICY-7.3.5: CONTEXT-SENSITIVE DESIGN

Where complete streets are not feasible or appropriate, tailor provision of infrastructure such as curb, gutter, sidewalks, and bike lanes to the development context, focusing on adequate connectivity that matches with rural, suburban, or urban development context.

POLICY-7.3.6: AMERICANS FOR DISABILITIES ACT

Continue to build, maintain, and improve pedestrian facilities to achieve full compliance with the Americans for Disabilities Act (ADA).





GOAL 7.4: Collaborate regionally to provide access to quality services and amenities.

POLICY-7.4.1: JOINT PLANNING EFFORTS

Work with City, Metro Districts, and other County department staff to coordinate the greatest possible extent of service provision; along with access to, and coordinated expansion and maintenance of amenities, with allotted resources.

POLICY-7.4.2: INTERAGENCY PARTNERSHIPS

Continue to expand a culture of collaboration among metro districts, government departments, and outside agencies and organizations, to facilitate coordinated programs and service provision to residents of the region.

POLICY-7.4.3: SHARED USE FACILITIES & PROGRAMMING

Collaborate across jurisdictions to maximize efficiency in determining the location, operation, and potential expansion of facilities and programming that serves residents from around the region (as opposed to facilities such as schools that operate on jurisdiction-specific basis).

POLICY-7.4.4: DEVELOPMENT REVIEW

For projects of regional significance, those that cross jurisdictional boundaries, or projects whose impacts extend across jurisdictional boundaries, coordinate development review to ensure shared goals and objectives are prioritized as considerations in the review process.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 7: Strong Local and Regional Connections				
Bike Lanes and Trails	Miles of multi-purpose trails and bike lanes	125 mi. (2021)	Increase	EDGIS
Mode Share	Percent of commuters walking, biking, taking transit, working from home, carpooling, and other	1.6%, 0.6%, 0.1%, 3.2%, 14.2%, 1% (2019)	Increase	PACOG, U.S. Census Bureau
Internet Access	Percent of households with broadband (cable, fiber optic, or DSL) connection	64.8% (2019)	Increase	U.S. Census Bureau



SECTION 3

REGIONAL DEVELOPMENT PLAN

ABOUT THIS SECTION

By 2040, Pueblo County is forecast to add approximately 29,000 new residents. This translates into an estimated 14,700 new households and 13,319 new jobs. The choices we make today about where and how to accommodate this growth will play a direct role in our future quality of life and resilience as a region.

This Regional Development Plan establishes a framework for accommodating forecast residents and jobs and provides guidance to help the region consider other opportunities as they arise. It addresses the many factors that influence where and how the region will grow in the future:

- Regional Growth Priorities
- Infrastructure and Services
- Evaluation Criteria for Major Projects
- Future Land Use Plan
- Area-Specific Goals and Policies

Information in this section should be applied in conjunction with the goals and policies in Section 2, applicable zoning and development regulations, and relevant sub-area or service plans. This section is intended as a tool for staff, property owners, developers, partner agencies, service providers, elected and appointed officials, and others to help guide long-range plans as well as day-to-day decision-making.



GROWTH PRIORITIES

INFRASTRUCTURE & SERVICES

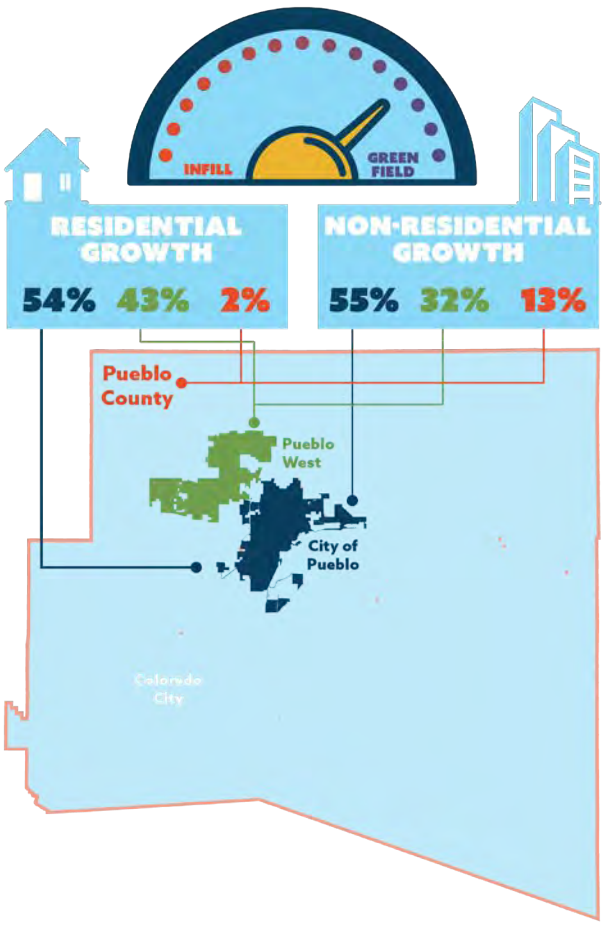
FUTURE LAND USE PLAN

GOALS & POLICIES

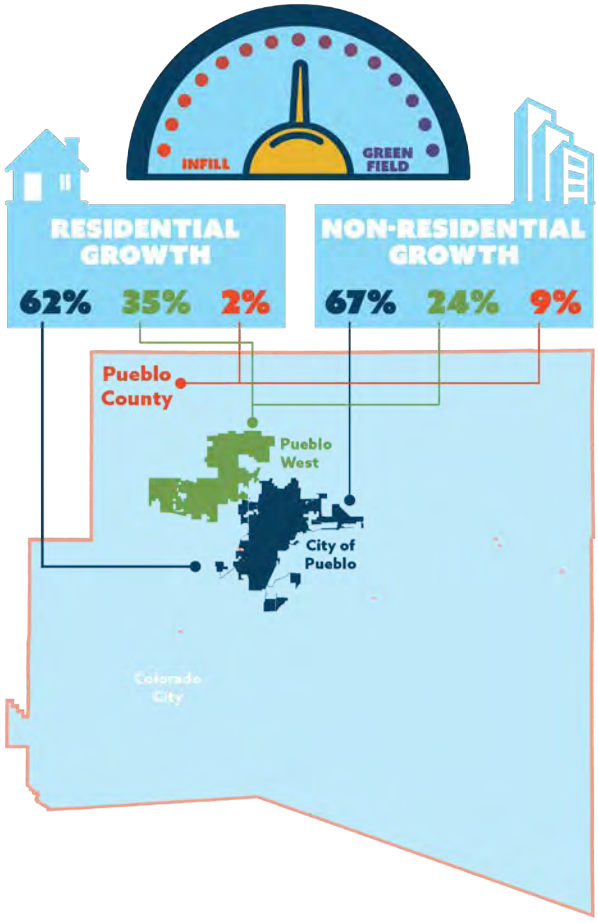
REGIONAL GROWTH SCENARIOS

Three growth scenarios were developed as part of the Regional Comprehensive Plan process to explore different assumptions about where forecast demand for residential and non-residential development might occur over the 20-year planning horizon, and to evaluate possible benefits and trade-offs associated with different assumptions:

SCENARIO A



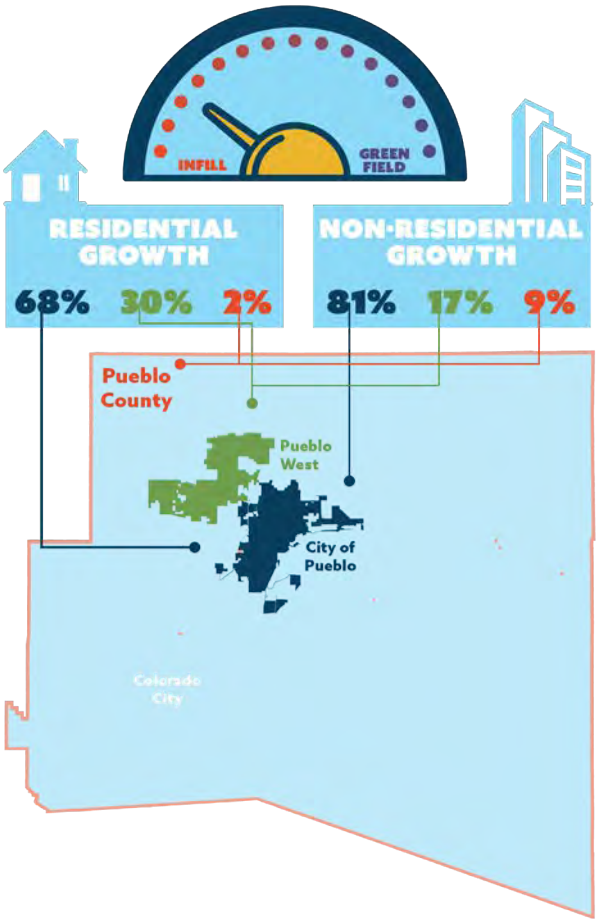
SCENARIO B



Scenario A: Twin Cities/Outward Expansion. Pueblo West continues to grow at a faster rate than the City of Pueblo and attracts more residential and non-residential development, leading it to become more of a "full-service community." Growth extends north along the east side of I-25, either as part of a future annexation into the City of Pueblo, or as part of new, standalone metropolitan district (similar to Pueblo West).

Scenario B: Central City Revitalization. The City of Pueblo captures an increasing share of residential and non-residential development, with a focus on the revitalization of Downtown Pueblo and core area neighborhoods and limiting future annexations. Market demand for a range of lifestyle options continues to drive growth in Pueblo West and other areas of the County but to a lesser degree than in Scenario A.

SCENARIO C



Scenario C: Regional Centers. "All-in" focus on directing the majority of residential and non-residential development to areas already served by infrastructure and services. Downtown Pueblo's role as a regional center is solidified through substantial growth and reinvestment, while a second full-service community/regional center emerges near I-25 and Highway 50.

Each scenario was evaluated to determine its potential impact on fiscal health, mix of land uses, housing diversity, loss of prime agricultural land, infill vs. greenfield development, water and energy consumption, alignment with the region's Long-Range Transportation Plan, and access to services and amenities. (See Appendix C: Scenario Outreach Materials and Appendix B: Fiscal Impact Analysis Findings for additional detail.)

PREFERRED GROWTH SCENARIO

Community and stakeholder input on the future growth scenarios and associated policy considerations reflected strong support for both Scenario B and C. Common themes reflected in both Scenario B and C included a focus on:

- Infill and revitalization
- Compact development
- Expanding housing options
- Promoting efficient and fiscally-sound infrastructure investments
- Preserving prime agricultural lands
- Promoting sustainable development practices

With these priorities in mind, the Future Land Use Plan assumes that the majority of future growth and development in the region over the next ten to twenty years will be directed to areas within or immediately adjacent to the City of Pueblo, within the Pueblo West Metropolitan District, and within planned employment areas. While a limited amount of future development is expected to continue in Colorado City and in Rural Communities throughout Pueblo County, growth in these areas will be limited by access to infrastructure and services and market demand.

While an "inward" focus emerged as a strong priority for the region, there was also an acknowledgement that future annexation requests and other proposals for development outside of established communities and metropolitan districts would continue to be brought forward over time, and that clear guidance on the evaluation of potential benefits and trade-offs associated with major projects in the context of the region's vision was needed.







Fiscal Impact Analysis Findings

A fiscal impact analysis was completed to support the development of the Regional Comprehensive Plan. The analysis evaluated the on-going, annual impact of different uses will have on the City of Pueblo, Pueblo West Metropolitan District, and Pueblo County. The purpose was to understand impacts of different land use choices to help guide the Plan's policies. The three growth scenarios described above were modeled to understand the impacts. A summary of key findings is provided below. Appendix B: Fiscal Impact Analysis Findings provides more detailed information.

City of Pueblo

The analysis of the fiscal impact of new development on the City of Pueblo focused on the City's General Fund and Street Repair Fund. The analysis found three major findings that impact the growth policies for the region. First, new growth captured within the City of Pueblo (vs. in unincorporated areas) is most beneficial to the City's fiscal health, specifically capture of retail development and primary employment is more beneficial within the city. Second, the City's fiscal health is optimized when there is a balance between residential and non-residential development. Third, the location of growth has a significant impact on the fiscal health of the City. New development that occurs outside of existing service areas (e.g., through future annexations) is more likely to create a negative fiscal impact. If the City annexes an area that is outside of existing service locations for services like fire protection and wastewater, the need for significant capital improvements increases. Furthermore, if development occurs in areas where existing infrastructure is not of sufficient size/capacity to meet demand, the burden for expanding capacity often falls on the developer. This burden can reduce the feasibility of new projects even for areas inside the city's current boundaries. Tools are needed to support the coordinated expansion of infrastructure in preferred growth areas. The City should also limit or not-allow annexation into areas that are not—or cannot—be served within existing/planned service areas.

Pueblo West

The fiscal impact analysis of new development within the Pueblo West Metropolitan District focused on the district's Streets and Roads Fund. All three scenarios create a net fiscal benefit to the district assuming current service levels. For the district, commercial and service uses generate a net fiscal positive impact. Large lot single family and industrial uses are the least beneficial due to the increased roadway maintenance costs associated with those uses. The evaluation of the scenarios illustrates the need for the district to expand its commercial uses in concert with additional residential growth to maintain fiscal balance. The recently instituted sales tax supporting fire service capital expansion and expanded operations will allow the district to accommodate the forecasted potential growth in the area. The major consideration for the district and its residents is whether current levels of service provided by the district for services such as road maintenance, parks and recreation, and fire service are sustainable and desired over the plan horizon. Increased demands for services and infrastructure will necessitate the district to explore other funding options.

Pueblo County

The evaluation of fiscal impacts on Pueblo County focused on the County's General Fund and Road & Bridge Fund. The analysis illustrates that new development in the unincorporated portion would have greater negative impact on the County's budget than would new development that occurs within existing municipalities or metro districts. New "urban" development within the unincorporated portion of the County necessitates new infrastructure that will have to be maintained by the County. Any large development projects in the unincorporated portion of the County will need the support of public financing and service provision tools, such as a metropolitan district. New development should be encouraged to locate within existing municipalities or metropolitan districts. Some larger industrial uses are suitable within the unincorporated portions of the County when located near existing employment centers and close to the City of Pueblo city limits (e.g., near the airport). The County should only consider approval of large development projects if they meet the criteria provided in this Regional Development Plan and in accordance with the County's code. Evaluation criteria and guidance for these types of projects is provided within this section of the plan.

Far North Annexation or New Metropolitan District

The City of Pueblo and Pueblo County have received interest from developers at different points in time about the potential for development of a large master planned community a significant distance away from the City of Pueblo in the northern portion of the county. This type of development would need to be annexed or supported through the creation of a new metropolitan district. The fiscal impacts of this type of development on the City and the County were evaluated to guide policy. While this type of development could create the opportunity to expand the potential capture of growth in the County due to its location near other major growth centers (e.g., Colorado Springs), these types of projects would have significant impacts on the City and/or County if approved. The extension of trunk infrastructure (water, sewer, and roadways) would be needed, along with the provision of services (fire, police, etc.), which may create capacity issues for utilities beyond just the connection to the systems. The cost to extend services and infrastructure should be borne by the development, but on-going increases in cost to serve would also be likely for the City and/County. These and other issues would need to be addressed prior to approval of an actual project. This plan includes a set of evaluation criteria to help guide future discussions (See page 98-100).

INFRASTRUCTURE AND SERVICES

Responsibilities for providing infrastructure improvements and services necessitated by development vary by location. This subsection provides an overview of infrastructure and service providers and responsibilities for the City of Pueblo, Metropolitan Districts (Pueblo West and Colorado City), and unincorporated Pueblo County. This overview focuses generally on who provides which services, who maintains them, how they are funded.

Appendix A: State of the County provides additional detail about existing levels of service, infrastructure capacity, and other infrastructure and service considerations relative to individual service providers. In addition, the Area-Specific Goals and Policies in this section address land use considerations influenced by the availability (or lack thereof) of infrastructure and services in different areas.



City of Pueblo

The City of Pueblo and its related utility enterprises provide services to residents of the City in most cases, aside from public education. The entity responsible for building new infrastructure or providing expanded services varies in depending on the context and service provided. Most the burden of infrastructure expansion falls on the developer, while the burden of expansion of services falls on the City. A project developer is required to build and provide all needed water and sewer mains, service lines, local/internal streets, and expansion of existing water and sewer mains and roadways needed to meet increased demands from the project. Developers can be reimbursed for some costs related to trunk infrastructure expansions from future developments/users of the infrastructure; however, this is not guaranteed and is dependent on the timing of other development projects.

The City of Pueblo does have a system for funding regional needs for water, sewer, and parks that new developments must pay in to, but the responsibility to build and maintain the infrastructure needed to provide ample capacity for service is the City's. New water and sewer users must pay connection fees and plant investment fees that generate funding for capacity expansion. For parks, new development can either dedicate land for park facilities or pay fee in lieu of dedication that the city can use to build new parks and facilities.

The current approach to funding new infrastructure places the cost of growth onto the developer of new projects. While ensuring development "pays its own way" is generally a fiscally prudent policy, the upfront costs for development projects created by this system can lead to piecemeal development and may make it more difficult for projects to able to absorb these costs. The result is that development in the City may be constrained when market demand is not strong enough for these projects to absorb quickly or infrastructure costs are too high for one project to bear. To support more coordinated growth in desired growth areas, the City will need to develop and utilize funding tools that allow for the City to build and provide regional infrastructure upfront—or in concert with—development and be repaid through subsequent developments. Utilizing tools such as impact fees to help support new development can help to increase the capture of new development in the city and direct the market to areas the City is best suited to serve.

Infrastructure and Service Provision Responsibilities: City of Pueblo

Infrastructure/ Service	Provider (Who builds it?)	Owner (Who maintains it?)	Funding Source(s) (Who pays for it?)
Water			
Water Supply	Pueblo Water	Pueblo Water	Water Plant Investment Fee
Water Mains	Developer	Pueblo Water	Developer (upsizing reimbursements from other future users)
Water Service Lines	Developer	Pueblo Water	Developer
Wastewater/Sewer			
Treatment Capacity	Pueblo Wastewater Utility	Pueblo Wastewater Utility	Plant Investment Fee
Sewer Mains	Developer	Pueblo Wastewater Utility	Developer (upsizing reimbursements from other future users)
Transportation			
New Local streets	Developer	City of Pueblo	Developer (upsizing reimbursements from other future users)
Regional street expansion	Developer	City of Pueblo or CDOT	CDOT, PACOG, Developer
Police			
Police service/ response	Pueblo Police Department	Pueblo Police Department	General Fund
Fire and EMS			
New fire stations	Pueblo Fire Department	Pueblo Fire Department	General Fund, Capital Improvement Fund
Fire and EMS service/ response	Pueblo Fire Department	Pueblo Fire Department	General Fund
Parks and Recreation			
New parks	City of Pueblo, Developer	City of Pueblo	Park Land Dedication, Fee in Lieu of Dedication, special districts
Schools			
New schools	School District	School District	None



Metropolitan Districts

The provision of infrastructure and municipal services within the County's two large metropolitan districts—Pueblo West and Colorado City—creates a more fragmented service provision network (compared to the City of Pueblo) but does allow for residents and businesses to be provided all services that are needed. The major service provider roles are split between the metropolitan district and Pueblo County. For Pueblo West and Colorado City, the metropolitan districts provide water and sewer services to residents in most cases. However, not all the subdivided lots in Colorado City are served by the metropolitan district. The metropolitan districts also provide transportation maintenance services in conjunction with the County. For Pueblo West, Highway User Tax Fund proceeds are distributed from the County to the metro district to help maintain roadways, with the rest of funding generated by the metro district's General Fund. The Pueblo West Metropolitan District provides fire services to residents and businesses in the district. Colorado City relies on service from the Rye Fire Department. New parks and recreation facilities are built through piecemeal improvements by the metropolitan districts or voluntary dedications from development projects.

Infrastructure and Service Provision Responsibilities: Metropolitan Districts

Infrastructure/ Service	Provider (Who builds it?)	Owner (Who maintains it?)	Funding Source(s) (Who pays for it?)
Water			
Water Supply	Metro District	Metro District	Plant Investment Fee
Water Mains	Developer	Metro District	Developer
Water Service Lines	Developer	Metro District	Developer
Wastewater/Sewer			
Treatment Capacity	Metro District	Metro District	Plant Investment Fee
Sewer Mains	Developer	Metro District	Developer
Transportation			
New Local streets	Developer	Metro District	General Fund, HUTF
Regional street expansion	Developer	Pueblo County, CDOT	Pueblo County, CDOT, PACOG, Developer
Police			
Police service/ response	Pueblo County Sheriff	Pueblo County Sheriff	County General Fund
Fire and EMS			
New fire stations	Metro District/ Alternative Fire District	Metro District/ Alternative Fire District	For PWMD: General Fund, Dedicated Sales Tax
Fire and EMS service/ response	Metro District/ Alternative Fire District	Metro District/ Alternative Fire District	For PWMD: General Fund, Dedicated Sales Tax
Parks and Recreation			
New parks	Metro District	Metro District	For PWMD: General Fund, Grants
Schools			
New schools	School District	School District	None



Unincorporated Pueblo County

Developments in the unincorporated portions of Pueblo County do not necessarily have access to municipal services. The provision of water and sewer is dependent on the presence of a water/sewer district or is provided via individual water wells and septic tank/field treatment. There are seven individual water districts providing water service in the County, some of which also provide wastewater services. The districts include the Pueblo Board of Water Works (Pueblo Water), the Pueblo West Metro District and Colorado City Metro Districts, the St. Charles Mesa Water District, Avondale Water and Sanitation District, Pine Drive Water, Beulah Water, and the Town of Boone Sanitation District. Except for Pueblo Water, the ability of these districts to expand capacity to serve new development is limited in most cases and the presence of plant or capacity investment fees is limited. An explanation of each district's service area, current and projected capacity, treatment and processing system, and related considerations is provided in Appendix A. Transportation access is provided via existing county, state, or federal roads with any internal circulation provided on privately maintained roadways.

The Pueblo County Sheriff provides police services and base level fire services that prevent major public health and safety issues. Individual fire response or property protection services are not provided and at a level of service found within a city or existing fire district. There are a handful of small, volunteer fire protection districts in the County but comprehensive coverage does not exist, leaving many rural areas without fire protection.

Infrastructure and Service Provision Responsibilities: Unincorporated Pueblo County

Infrastructure/ Service	Provider (Who builds it?)	Owner (Who maintains it?)	Funding Source(s) (Who pays for it?)
Water			
Water Supply	Water District or Developer	Water District OR individual property owner	Developer
Water Mains	Developer	Water District OR individual property owner	Developer
Water Service Lines	Developer	Water District OR individual property owner	Developer
Wastewater/Sewer			
Treatment Capacity	Sewer District or Developer	Sewer District OR individual property owner	Developer
Sewer Mains	Developer	Sewer District OR individual property owner	Developer
Transportation			
Local streets	Developer	Property owner, HOA	Developer
Regional streets	Developer	CDOT, Pueblo County	Pueblo County, CDOT, Developer
Police			
Police service/ response	Pueblo County Sheriff	Pueblo County Sheriff	County General Fund
Fire and EMS			
New fire stations	Developer or None	Fire Protection District	Developer
Fire and EMS response	Fire Protection District or Pueblo County Sheriff	Fire Protection District or Pueblo County Sheriff	District Mill Levy or County General Fund
Parks and Recreation			
New parks	Developer or None	Property owner, HOA	Developer
Schools			
New schools	School District	School District	None

EVALUATION CRITERIA FOR MAJOR PROJECTS

The City of Pueblo and Pueblo County periodically receive proposals for large development projects in unincorporated portions of the County. Generally, these projects are brought forward seeking one of two things: 1) annexation into the City of Pueblo; or 2) formation of a new metropolitan district to support development. Pueblo County has direction for site selection and development of new communities within the County's land use code (Title 17 – Land Use, Division II, Chapter 17.160). This subsection provides definitions of terms and evaluation criteria policy for both the City of Pueblo and Pueblo County for consideration of major development projects in unincorporated Pueblo County.

MAJOR PROJECT DEFINITION

Pueblo County

Pueblo County defines a major project needing a permit as a project that meets one or more of the following criteria:

- Is planned for a minimum population of 500 persons within five years or is planned to have an ultimate population of 2,500 persons.
- Is planned for or requires municipal incorporation.
- Is planned for or requires formation of a special district.
- Is planned for or requires expansion of a water or sewer district that is greater than ten percent of the population within the existing district.
- Requires a change in existing zoning that provides for a doubling of density on 500 or more acres of land.
- Is planned for 200 contiguous acres of non-residential development.
- Is planned for or requires annexation to any incorporated portion of the County but is not in compliance with the Regional Comprehensive Plan or specific plans for impacted jurisdictions.

City of Pueblo

For the purposes of the City of Pueblo, development projects meeting the one or more of the following criteria shall be subject to evaluation and criteria beyond those provided within the Municipal Annexation Act of 1965 and the Poundstone II amendment of 1980 (Colo. Constitution Art. II, Sec. 30) and should be subject to guidelines set forth within existing and future intergovernmental agreements (IGAs) between the City and Pueblo County.

- Is planned for or require formation of a special district.
- Is planned for an area outside current or planned fire service areas that allow for fire responses within the City's target response time guidelines.
- Requires the extension of water and sewer main lines more than three miles from existing terminus.
- Requires a significant increase in water resources or sewer treatment capacity necessitating investment beyond expansion already planned for.
- Is not in compliance with the Regional Comprehensive Plan or specific plans for the City or other impacted jurisdictions.

Major Project Annexation Criteria

All proposed annexation into the City of Pueblo must be done in accordance with Colorado law including criteria provided in the Municipal Annexation Act of 1965 and the Poundstone II Amendment of 1980 (Colo. Constitution Art. II, Sec. 30). Annexation may take place in three ways: 1) landowner petition (C.R.S. 31-12-107(1)); 2) Annexation election (C.R.S. 31-12-107(2), or 3) Unilateral annexation of enclave or municipally owned land (C.R.S. 31-12-106). Annexation must meet all eligibility criteria provided in Chapter 31, section 12 of the Colorado Revised Statutes. Projects that match one or more of the major project definitions for the City of Pueblo provided on page 98 should also be subject to review based on the following evaluation criteria. A proposed development must at a minimum meet the following criteria to be considered for annexation.

- Should be consistent and promote the development goals provided in the Regional Comprehensive Plan.
- Must provide and/or fund all needed extension and expansion of water and sewer mains needed to serve the project.
- Must fund any needed expansions to water or sewer service capacity needed to support the project including the dedication or purchase of water rights, contributions for expansion of sewer treatment capacity, or provision of private treatment of wastewater to reduce impact on treatment capacity for the City.
- The dedication of land and/or construction of facilities needed to expand fire and police services to the development that meet level of service standards for the rest of the city.
- Follow any intergovernmental agreements.
- Provide resources or shared maintenance agreements that reduce the fiscal burden on the City of Pueblo for maintenance of public facilities and infrastructure within the project.

Formation of New Title 32 Special or Metropolitan Districts

In connection with major development projects in the unincorporated County, the County should strongly encourage annexation if the City demonstrates both the intent and ability to annex and extend municipal services to the development area in the near future. The County should consider abstaining from issuing the requisite County land use approvals in a case where municipal services are required and can only be obtained from a municipality and the extension of such services can be undertaken in a timely manner that accommodates the projected build-out period of the development. For projects requesting the use of a special or metropolitan district, the following criteria for new communities codified in Chapter 17.160 of the Pueblo County Code must be met to obtain a permit from the County, which are:

- There is sufficient existing and projected need within the County and region to warrant and support the proposed activity.
- All environmental impacts, to the extent that the same are determined by the Board to be adverse, will be mitigated or compensated for.
- The proposed activity, in the opinion of the Board, will not conflict with surrounding land uses either as they exist currently, or as proposed by local plans and programs previously approved by the commission or by the governing body of the territory of local government in which the proposed activity lies.
- The activity will provide for transportation, waste and sewage disposal, water, schools, parks and recreation, and other services deemed necessary by the Board in sufficient quality and quantity to meet the needs created by the proposed activity, and in a manner which will not overload the facilities which provide such services existing within the area of the activity.
- The proposed activity will not make demands upon natural resources, including, but not limited to, energy resources, which demands are, in the opinion of the Board, excessive when compared with the value of the activity.

- The proposed activity is, in the opinion of this Board, of general benefit to the residents of the County and region.
- The proposed activity does not conflict with the "Guidelines for Administering New Communities, as a Matter of State Interest Under House Bill 1041,"issued by the Colorado Land Use Commission.
- The proposed activity does not conflict with the Comprehensive Plan of the City and County of Pueblo adopted in 1967, and as subsequently amended and modified.
- The proposed activity shall, prior to the public hearing upon the application for its permit to conduct the activity, have been reviewed by the Land Use Advisory Committee.

In addition, the criteria detailed below should be met for the County to approve requests for the formation of a special or metropolitan district. In most cases, the County should encourage the use of special districts multiple services and limit single purpose special districts.

- Should be consistent and promote the development goals provided in the Regional Comprehensive Plan.
- Must provide needed water and sewer services via the district or is able to fund all needed extension and expansion of water and sewer mains needed to serve the project from an existing district.
- Must be able to provide capacity for water and sewer service needed to support the fully developed project and is able to fund any needed expansions to water or sewer service capacity needed to support growth.
- The ability to provide fire protection services through the formation of a new fire district or expansion of service area of existing fire protection district.
- The dedication of land and/or construction of facilities needed to provide and expand fire and sheriff services to the development.
- Follow any intergovernmental agreements.
- Provide resources or shared maintenance agreements that reduce the fiscal burden on Pueblo County for maintenance of public facilities and infrastructure within the project.

FUTURE LAND USE PLAN

Overview

The Future Land Use Plan depicts a shared vision for the physical growth of the Pueblo County region. The plan includes a map that depicts locations for different types of land uses and a description of each land use category. Land use categories are grouped into four categories:

- Neighborhoods
- Commercial and Mixed-Use Areas
- Employment Areas
- Other Areas

Land use category descriptions outline the primary and supporting land uses, density, and existing and/or desired characteristics typically associated with each. While the land use category descriptions are intended to provide some degree of predictability about the types and intensities of uses that are desired in different locations, they are also intended to offer flexibility as they are applied to individual sites.

Additional map extents for specific locations within Pueblo County are provided with the area-specific goals and policies starting on page 129.

Relationship to Zoning

Future zone changes should generally adhere to the land use category boundaries depicted on the Future Land Use Plan, but flexibility in interpretation of the boundary may be granted the County, City, metropolitan district, or applicable municipality, provided the proposed change is consistent with the regional goals and policies outlined in Section 2.

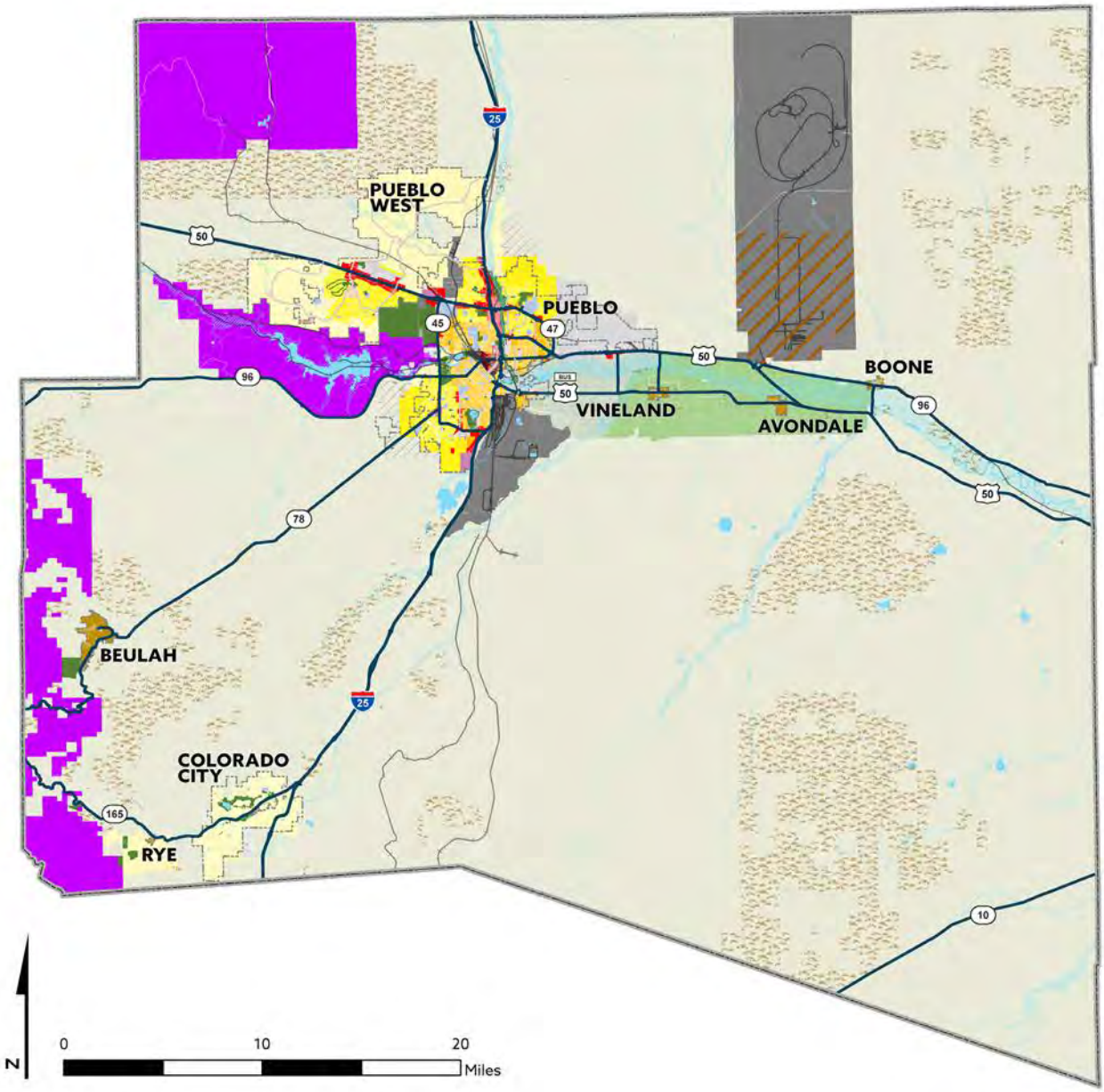


LAND USE AND TRANSPORTATION LINKAGES

The Pueblo Area Council of Government (PACOG) is the Metropolitan Planning Organization charged with short- and long-term transportation planning in the Pueblo region, as required by federal statute. PACOG's 2045 Long Range Transportation Plan establishes a 25-year vision for the Pueblo County's transportation system. The LRTP provides a list of priority transportation projects to meet the current and future needs of the region. The LRTP addresses all types of travel including driving, biking, walking, public transportation, and freight.

As part of periodic updates to the LRTP, the Future Land Use Plan is used to model the anticipated location, type, and intensity of future land patterns in different parts of the region. The results of this analysis are used to understand where improvements to existing roadway may be needed, as well as to guide planning for future roadways and other transportation improvements. The general alignment of planned roadways (from the 2045 LRTP) are illustrated on Future Land Use map. Refer to the LRTP for details about plans for specific alignments.

Future Land Use: Pueblo County



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

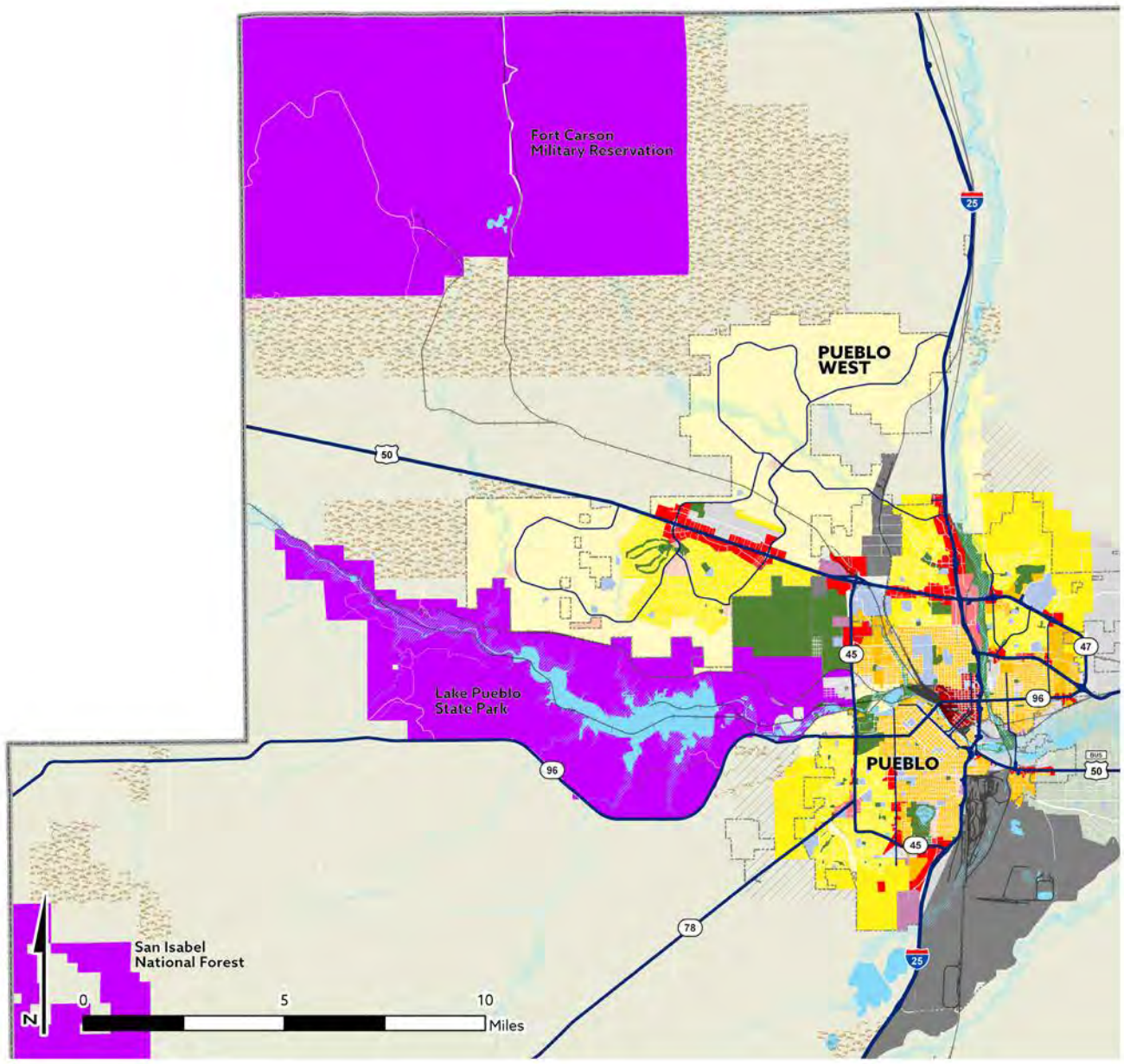
COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Cities, Towns, and Places
- Conservation Easements
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)
- PuebloPlex

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

Future Land Use: Pueblo County (Northwest)



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

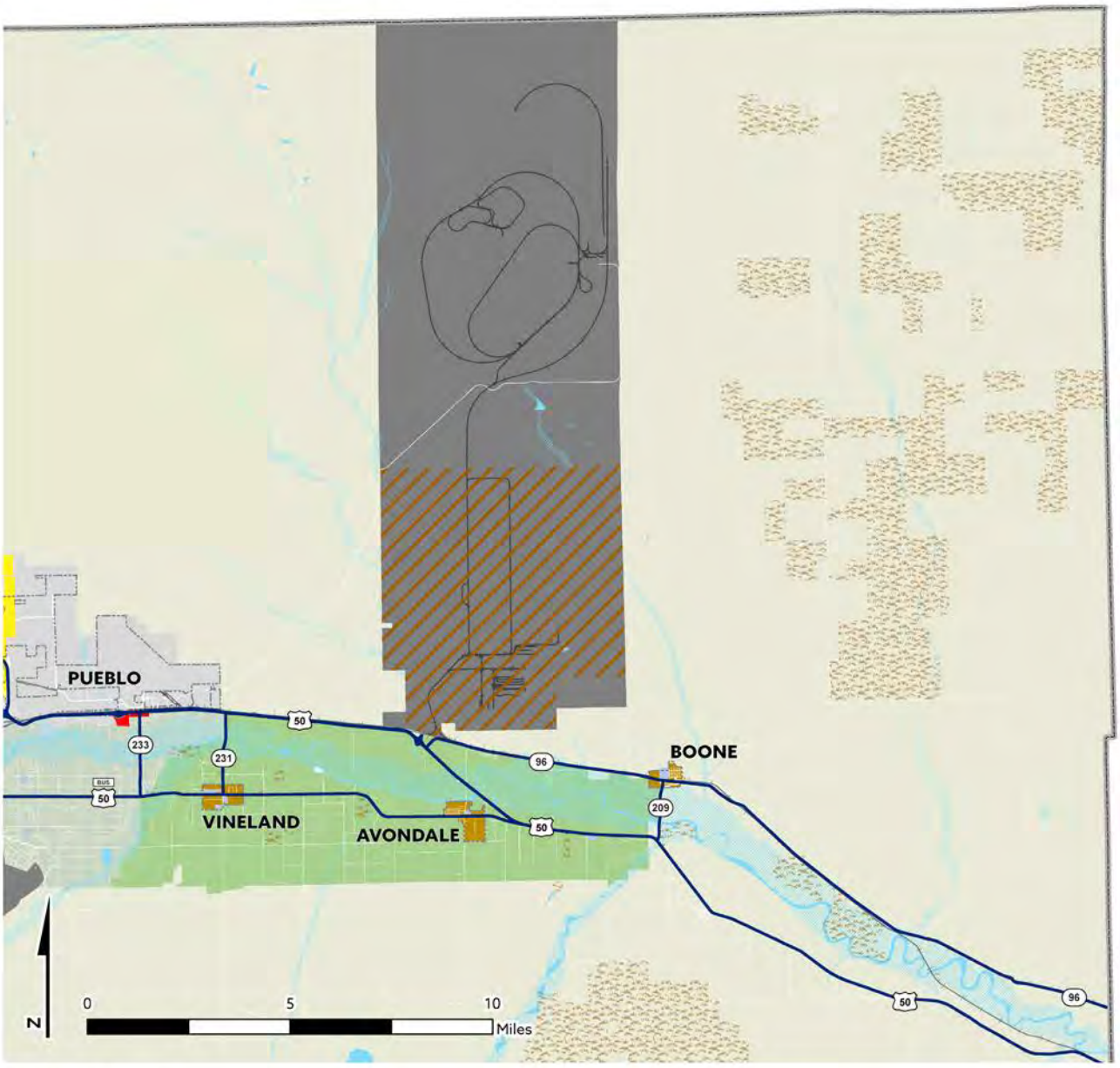
COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Pueblo County Boundary
- Conservation Easements
- Cities, Towns, and Places
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)

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

Future Land Use: Pueblo County (Northeast)



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

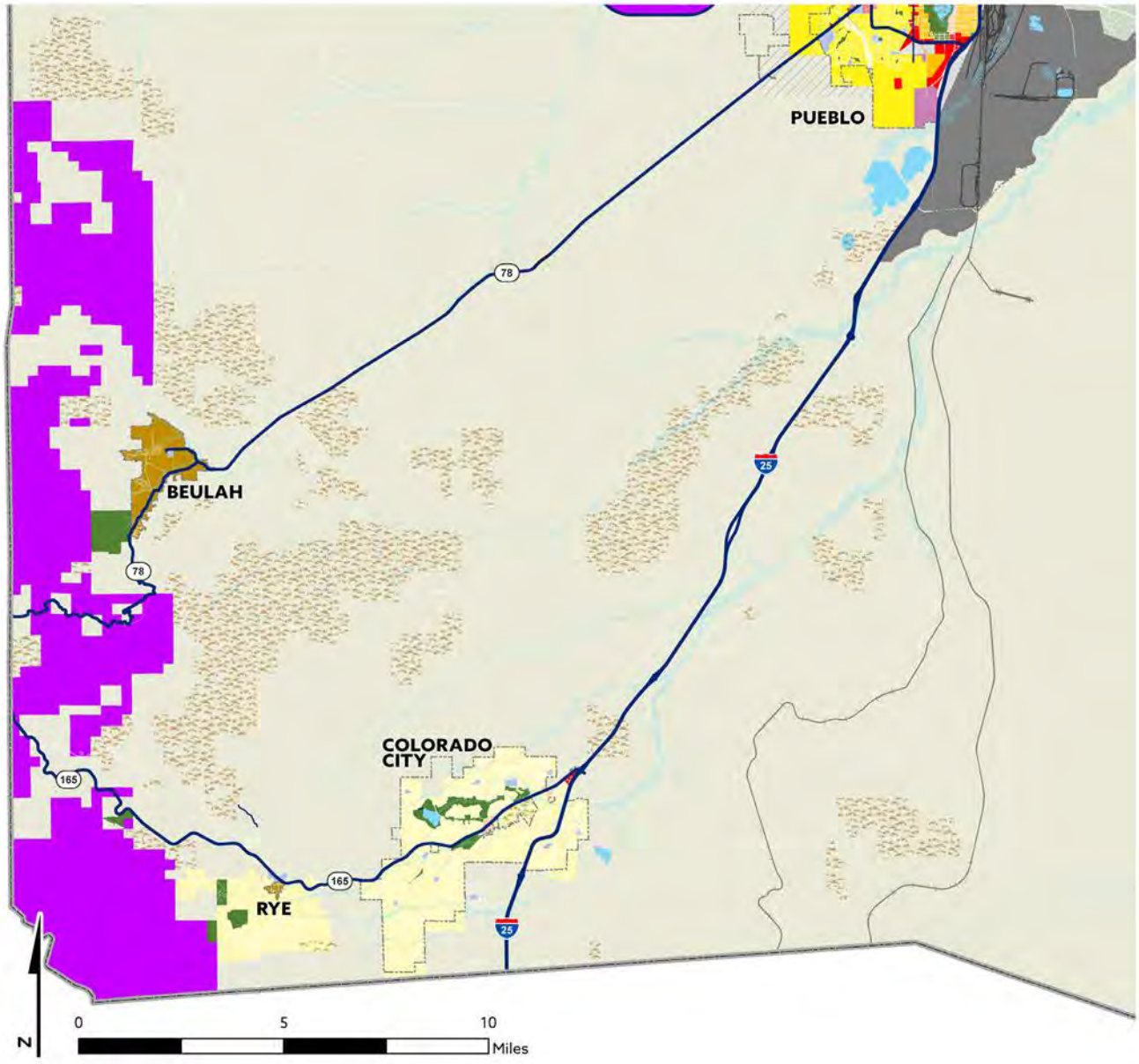
COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Pueblo County Boundary
- Conservation Easements
- Cities, Towns, and Places
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)
- PuebloPlex

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

Future Land Use: Pueblo County (Southwest)



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

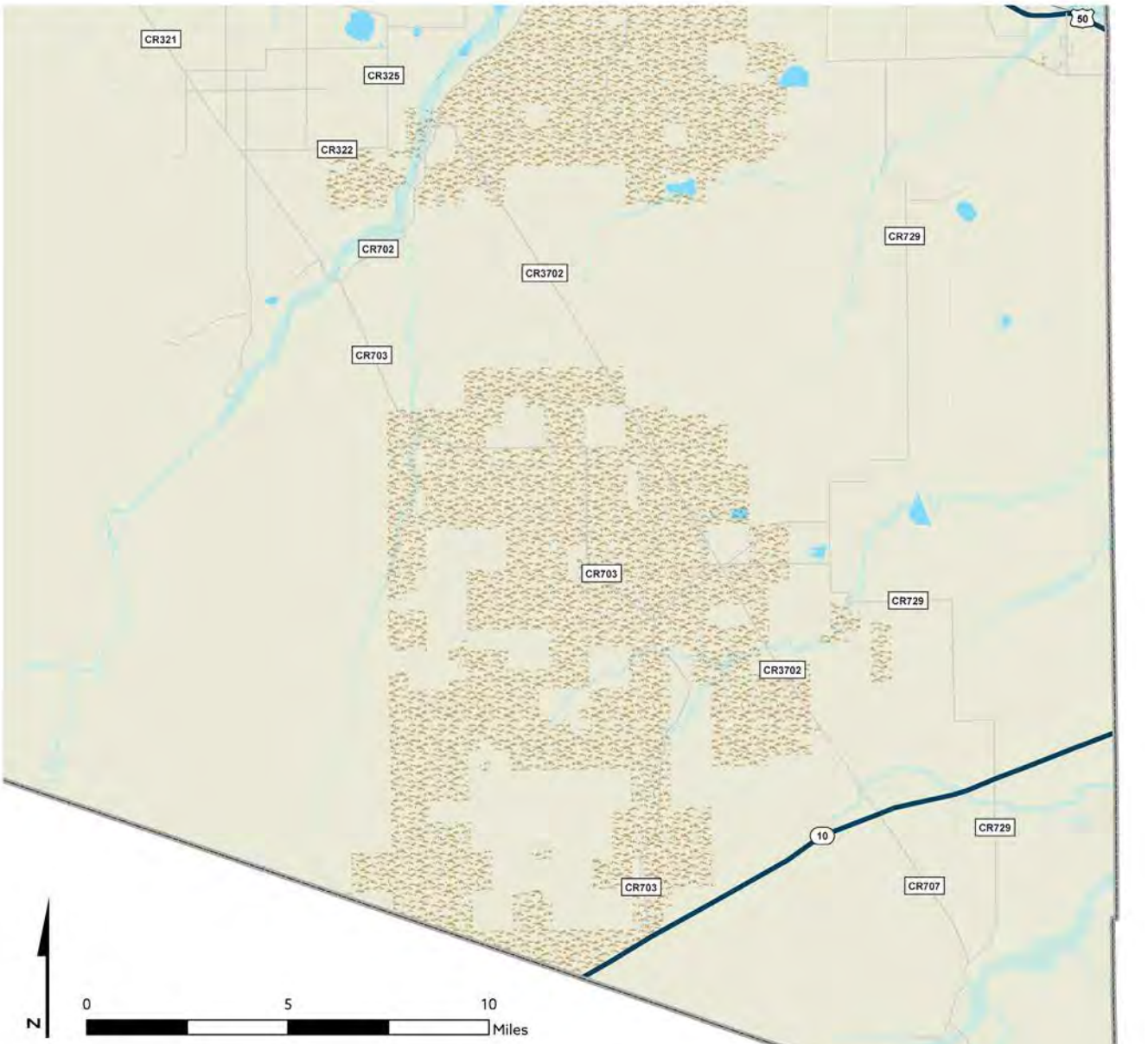
COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Pueblo County Boundary
- Conservation Easements
- Cities, Towns, and Places
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)

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

Future Land Use: Pueblo County (Southeast)



Future Land Use

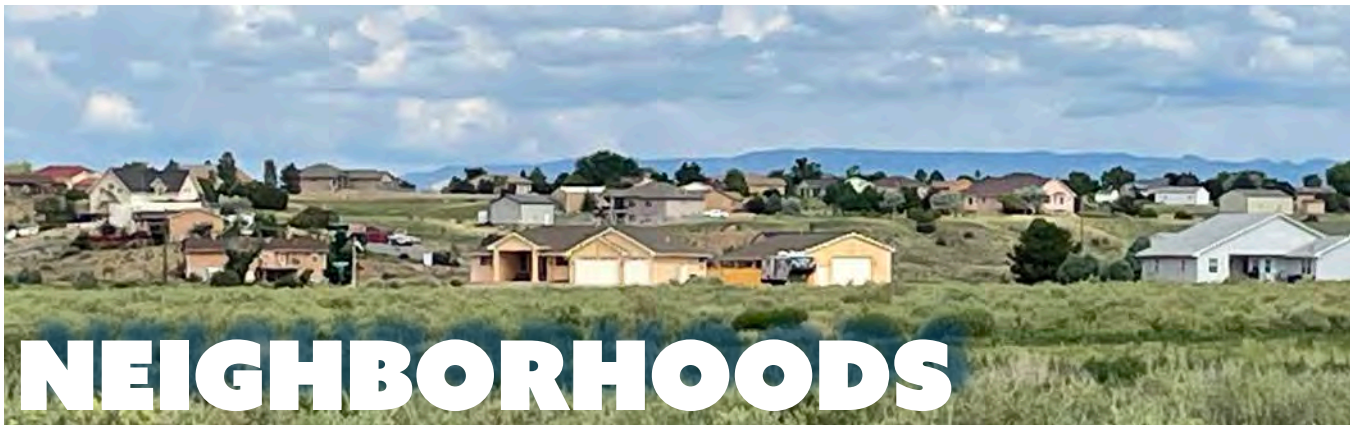
NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

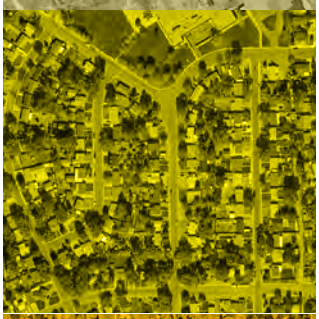
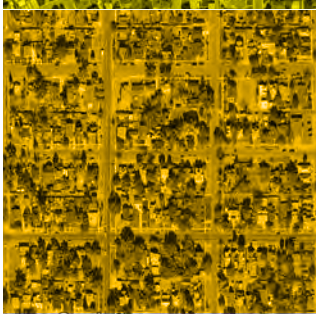
EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Conservation Easements
- Cities, Towns, and Places
- Pueblo County Boundary
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)

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



NEIGHBORHOODS

Name	Aerial	Density	Locations
AN **AGRICULTURAL NEIGHBORHOOD**		Up to 1 dwelling unit/ acre	St. Charles Mesa (west of the St. Charles River)
RN **RURAL NEIGHBORHOOD**		Up to 1 dwelling unit per acre (lots range from 1 to 5 dwelling units per acre)	Majority of Pueblo West and Colorado City
SN **SUBURBAN NEIGHBORHOOD**		2 to 5 dwelling units per acre	City of Pueblo and portions of Pueblo West
UN **URBAN NEIGHBORHOOD**		6 to 16 dwelling units per acre, but may be higher in some locations	Core area neighborhoods in City of Pueblo

AN AGRICULTURAL NEIGHBORHOOD





Primary Land Uses

Crop and food production

Supporting Land Uses

Single-family detached homes, accessory dwelling units, farm stands, equestrian uses, low-intensity agriculture, limited commercial services, associated outbuildings, agri-tourism, and other complementary uses

Density

Up to 1 dwelling unit per acre

Locations

Applies to the St. Charles Mesa (west of the St. Charles River).

Characteristics

- Allows for limited residential development; however, the retention of Prime (Irrigated) Farmland and Prime Agricultural Land is a priority.
- Supporting uses should be sited to protect the long-term viability of agricultural uses and minimize conflicts. Access for heavy equipment and irrigation canals should be maintained as new uses are introduced over time.
- Where subdivision occurs, clustering and other conservation-oriented strategies should be incorporated to help maintain larger, contiguous parcels for agricultural use.
- A particular emphasis should be placed on the retention of parcels (or portions of parcels) that are actively being used for crop or food production, and/or are documented as being Prime (Irrigated) Farmland).
- Urban services and amenities are limited.
- Roads should be designed to accommodate local traffic and the safe movement of agricultural machinery, with wide shoulders to accomodate pedestrians and bicycles.
- Transit service is generally not present.

RN RURAL NEIGHBORHOOD





Primary Land Uses

Single-family detached homes on large lots

Supporting Land Uses

Neighborhood-scale commercial, retail, and services; accessory dwelling units; farm stands; equestrian uses; small-scale crop and food production; associated outbuildings; trails; public facilities; and other complementary uses

Density

Up to 1 dwelling unit per acre (lots range from 1 to 5 dwelling units per acre)

Locations

Applies to large portions of Pueblo West and Colorado City.

Characteristics

- Rural Neighborhoods are semi-rural character and generally do not have public sewer service, sidewalks, or other urban amenities.
- Large lots offer flexibility for detached garages, stables, and other outbuildings (consistent with local architectural controls).
- Use of walls and privacy fencing are limited, maintaining visibility and wildlife corridors between lots, and reinforcing the semi-rural character.
- Allowances for accessory dwelling units may be limited based on the availability of water.
- Clustering and other conservation-oriented strategies are encouraged to protect environmentally sensitive areas, maintain working agricultural or ranch land (where applicable), and preserve common open space for residents.
- Paved and unpaved trails provide connections within and between neighborhoods for people walking, biking, or on horseback.
- Transit service is generally not present.

SN SUBURBAN NEIGHBORHOOD





Primary Land Uses

Single-family detached homes

Supporting Land Uses

Accessory dwelling units; single-family attached homes; duplexes; townhomes; neighborhood-scale commercial, retail and services; parks; schools; community gardens; public facilities; and other complementary uses.

Density

2 to 5 dwelling units per acre

Locations

Applies to neighborhoods on the fringes of the City of Pueblo, and in portions of Pueblo West.

Characteristics

- Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types.
- Curvilinear streets and cul-de-sacs are typical in Suburban Neighborhoods built between the 1950s and 2000s.
- New neighborhoods should be designed with a mix of housing types.
- Pedestrian and bicycle connectivity should be provided within and between neighborhoods.
- Transit service is generally limited in coverage and frequency due to lower densities associated with most Suburban Neighborhoods.

UN URBAN NEIGHBORHOOD





Primary Land Uses

Single-family detached and attached homes, duplexes, and townhomes

Supporting Land Uses

Accessory dwelling units; small-scale multi-family dwellings; neighborhood-scale commercial, retail and services; parks; schools; libraries; community gardens; and other complementary uses.

Residential Density

6 to 16 dwelling units per acre, but may be higher in some locations.

Locations

Applies to centrally-located neighborhoods in the City of Pueblo, but may also apply to newer neighborhoods with a mix of housing types and/or a traditional neighborhood character.

Characteristics

- Provides for traditional urban neighborhoods—those generally built before 1950 and comprising many of Pueblo's centrally-located neighborhoods.
- Uniform block sizes with gridded streets, alleys, and an integrated mix of housing types, including single-family homes, duplexes, small multi-family buildings, and accessory dwelling units.
- Variety of services and amenities available within the neighborhood or easily accessible nearby.
- Features a complete sidewalk network, neighborhood bikeways and dedicated bike lanes, and offer transit service along major corridors and between areas with a density of housing and/or jobs.



COMMERCIAL AND MIXED-USE AREAS

Name	Aerial	Density	Locations
RC RURAL COMMUNITIES		1 to 5 dwelling units per acre	Statutory towns (Boone and Rye) and Census designated places (Beulah Valley and Avondale)
NMU NEIGHBORHOOD MIXED-USE		Typically less than 16 dwelling units per acre	Historic "main streets" in City of Pueblo and newer neighbor-hood-serving centers.
MUAC MIXED-USE ACTIVITY CENTER		20 dwelling units per acre or higher	Areas planned for future redevelopment (outside of Downtown)
DTMU DOWNTOWN MIXED-USE		Varies by context, including 20 dwelling units per acre or higher	Downtown Pueblo
CMU COMMERCIAL MIXED-USE		16 dwelling units per acre or higher typical	Highway and arterial corridors (e.g. I-25, Hwy 50, Pueblo Blvd., Hwy 47, Santa Fe Dr.)
IMU INSTITUTIONAL MIXED-USE		Varies	Varies

RC RURAL COMMUNITIES





Primary Land Uses

Single-family detached homes

Supporting Land Uses

Accessory dwelling units; neighborhood-scale commercial, retail and services; offices; light and artisan manufacturing; parks; schools; places of worship; libraries; community gardens; and other complementary uses.

Density

Generally 1 to 5 dwelling units per acre, but may be higher in some locations.

Locations

Applies to the Beulah Valley and Avondale communities, and the statutory towns of Rye and Boone.

Characteristics

- Each Rural Community contains a mix of residential, commercial, and light industrial activities guided by local needs.
- The scale and intensity of new uses should be compatible with the surrounding context to minimize impacts.
- Community amenities vary, but may include parks, recreation centers, community centers, and places of worship.
- Paved and unpaved streets accommodate local traffic, the movement of agricultural machinery, and people walking, biking, and on horseback.
- Transit service is generally not present.

NMU NEIGHBORHOOD MIXED-USE





Primary Land Uses

Retail, restaurants, offices, commercial services, and other professional services

Supporting Land Uses

Multi-family dwellings, community facilities, and other neighborhood-serving uses

Density

Typically less than 16 du/ac, but may be higher based on community and neighborhood context.

Locations

Applies to portions of Abriendo Avenue, Lincoln Street, East 4th Street, Lake Avenue, Main Street and Broadway in Mesa Junction, and other nodes in the City of Pueblo, as well as existing/proposed nodes in Pueblo West and Colorado City.

Characteristics

- Accommodates small-scale retail and commercial activity, and neighborhood-supportive services that provide residents with access to everyday needs within walking-or bicycling distance from home.
- Applies to historic "main streets" in the City of Pueblo, several of which served as the downtown hubs of the three towns that were incorporated as part of what is now Pueblo: Bessemer, Central Pueblo, and South Pueblo.
- Regardless of their location, these areas should feature wide sidewalks, outdoor seating areas, bike lanes, and transit service (where feasible) to serve local businesses and the surrounding neighborhood.

MUAC MIXED-USE ACTIVITY CENTER





Primary Land Uses

Retail, offices, and multi-family dwellings

Supporting Land Uses

Townhomes, parks, community gardens, and other complementary uses

Density

20 dwelling units per acre or higher typical with appropriate transitions to adjacent lower intensity uses.

Locations

This designation would apply to future redevelopment of regional commercial centers, such as the former K-mart site on North Elizabeth Street and the Pueblo Mall area.

Characteristics

- Provides opportunities for the redevelopment and reactivation of malls, large format retail, and other commercial centers into compact mixed-use neighborhoods that serve as community and regional destinations.
- Mixed-Use Activity Centers should incorporate retail, offices, live-work spaces, and a mix of higher-density housing options with on-site amenities and community common spaces.
- Higher-intensity uses and taller structures should be oriented toward the center of the site and along major corridors with gradual transitions to surrounding low-density neighborhoods.
- Continuous pedestrian, bicycle, and vehicular connections should be provided along corridors and to adjacent neighborhoods.
- High-frequency transit service should connect these areas with Downtown Pueblo and other regional destinations.

DTMU DOWNTOWN MIXED-USE





Primary Land Uses

Offices, retail, higher-density residential, and public uses

Supporting Land Uses

Cultural facilities, civic/government facilities, offices, light manufacturing, plazas, pocket parks, and other public spaces

Density

Varies by downtown district and historic context. Opportunities for higher-density development (20 du/acre or more) exist with appropriate transitions to lower intensity uses.

Location

Applies solely to Downtown Pueblo

Characteristics

- Contains a diverse mix of uses, including housing, retail, offices, civic uses, and light industry, which are concentrated in the historic core of the City of Pueblo.
- Adaptive reuse of historic structures, as well as infill and redevelopment, is encouraged to promote the activation of underutilized structures and a higher concentration of housing and jobs.
- New development should prioritize the efficient use of land, complementing existing historic structures, and accommodating a diversity of residents and employment opportunities.
- Streets, sidewalks, bicycle infrastructure, and amenity-rich public spaces make Downtown active, safe, enjoyable, and people-centric.
- Transit service connects the rest of the community with the jobs, housing, entertainment, services, amenities, and events that take place in these areas.

CMU COMMERCIAL MIXED-USE





Primary Land Uses

Large-format retail, personal services, offices, and entertainment

Supporting Land Uses

Multi-family residential and other supporting services

Density

16 dwelling units per acre or higher typical. Concentrated nodes of higher-intensity development are encouraged at major intersections, near existing or planned transit stations, or in other locations suitable for more intensive uses.

Location

Applies to sections of I-25, Highway 50, Pueblo Boulevard, Highway 47, and Santa Fe Drive.

Characteristics

- Mix of commercial, employment, and service-oriented uses that serve adjacent neighborhoods and the broader region.
- Infill and redevelopment is encouraged to reduce surface parking, revitalize underutilized areas.
- While most existing Commercial Mixed-Use areas have a limited mix of uses, the introduction of a broader mix of uses—including multi-family residential—is encouraged.
- These auto-oriented corridors should prioritize the safety and comfort of all road users and transition over time to prioritize the safety, comfort, and accessibility of people walking, biking, and taking transit.

IMU INSTITUTIONAL MIXED-USE





Primary Land Uses

Hospitals, governmental campuses, educational institutions, and other public and semi-public uses

Supporting Land Uses

Medical offices, lodging, restaurants, dormitories, and multi-family residential

Residential Density

Varies

Locations

Applies to public and semi-public uses such as hospitals, governmental complexes, the State Fair and Rodeo grounds, Pueblo Community College, Colorado State University-Pueblo, high schools, cemeteries, etc.

Characteristics

- Accommodates public and semi-public facilities with a regional service area that may contain a mix of complementary uses.
- Uses and intensity vary by location, based on the size and scale of the facility.
- Pedestrian, bicycle, and transit access is essential to providing easy access to these amenity-rich areas.



EMPLOYMENT AREAS

Name	Aerial	Density	Locations
EMP **EMPLOYMENT**		Varies	Community gateways, southern portion of PuebloPlex
LI **LIGHT INDUSTRIAL**		Varies	Airport Industrial Park, portions of the Pueblo West Industrial Park, areas of south Pueblo along I-25
TDI **TRANSPORTATION-DEPENDENT INDUSTRY**		Varies	Planned employment areas with rail and highway access, such as PuebloPlex, EVRAZ, and Vestas

EMP EMPLOYMENT





Primary Land Uses

Offices, light manufacturing, research and development, wholesaling, flex space, and service centers

Supporting Land Uses

Retail, restaurants, hotels, and other support services

Density

Varies

Locations

Generally located near gateways to Pueblo, including the southern portion of PuebloPlex and portions of the Pueblo West Industrial Park.

Characteristics

- Industrial parks, business parks, and planned, campus-like settings are common features of these areas. Supporting uses are intended to serve employees in the immediate vicinity.
- Facilities are typically smaller and feature less impactful uses than those found in areas designated as Light Industry or Transportation-Dependent Industry.
- Outdoor storage is limited and generally must be screened.
- Sidewalks are common and bike lanes should be provided along connecting roadways,
- Transit service varies by location and the types of uses present.

LIGHT INDUSTRY





Primary Land Uses

Research and development, manufacturing/processing, maintenance/repair shops, warehousing, and distribution

Supporting Land Uses

Limited retail, restaurants, other support services

Density

Varies

Locations

This designation includes the Airport Industrial Park, portions of the Pueblo West Industrial Park, areas of South Pueblo along I-25, and an area east of Runyon Park near the Arkansas River.

Characteristics

- Includes more intensive industrial uses that require larger sites and have a greater impact on surrounding areas, including uses that feature outdoor storage and other on-site activities. Supporting uses are intended to serve employees in the immediate vicinity.
- Sidewalks, bike lanes, and transit service are generally limited.

TDI TRANSPORTATION-DEPENDENT INDUSTRY





Primary Land Uses

Manufacturing, heavy industry, agricultural processing, transportation, and utilities

Supporting Land Uses

Outdoor storage, utility facilities, and limited support services

Density

Varies

Locations

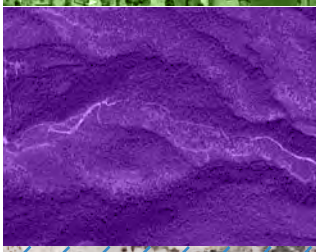
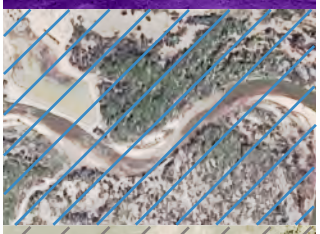
This designation is largely located in areas with rail and highway access, such as the PuebloPlex site, EVRAZ, and Vestas.

Characteristics

- Provides opportunities for large format uses that require rail and highway access to move goods throughout the region and to other parts of the state and country.
- Limited support services are intended to serve employees in the immediate vicinity.
- Additional primary and supporting land uses and other considerations unique to PuebloPlex may be applicable based on the PuebloPlex Redevelopment Plan and underlying zoning.
- Compatibility and locational criteria may apply in some areas.
- Sidewalks, bike lanes, and transit service are generally limited.



OTHER AREAS

Name	Aerial	Density	Locations
RR RURAL/RANCH		1 dwelling unit per 35 acres	Privately-owned land in unincorporated areas of Pueblo County
AG PRODUCTION AGRICULTURE		1 dwelling unit per 35 acres	East of St. Charles River within the Boone, Vineland, and Avondale communities
POS PARKS AND OPEN SPACE		N/A	Varies
SFL STATE AND FEDERAL LANDS		N/A	Lake Pueblo State Park, Fort Carson, San Isabel National Forest, and other lands owned and managed by state or federal agencies
FLOODPLAIN		N/A	Varies
SDA SPECIAL DEVELOPMENT AREA		N/A	Varies within 3 miles of City boundary

RR RURAL/RANCH





Primary Land Uses

Traditional ranching, large rural land holdings, and smaller "ranchettes"

Supporting Land Uses

Accessory dwelling units, farm stands, limited retail, crop production, equestrian uses, low-intensity agriculture, utility-scale solar, associated outbuildings, agri-tourism, and complementary public facilities

Density

1 dwelling units per 35 acres

Locations

Applies to a large percentage of the privately-owned land in unincorporated areas of Pueblo County (outside of Rural Communities).

Characteristics

- Sparsely populated acreage devoted to traditional ranching, large rural land holdings, conservation, and rural subdivisions.
- Where subdivision occurs, clustering and other conservation-oriented strategies should be used to protect environmentally sensitive areas, maintain working agricultural or ranch land (where applicable), and preserve common open space for residents.
- Supporting uses may be subject to locational criteria and design standards to ensure compatibility with residential uses and agricultural operations. [See also, Solar Siting Considerations map, page 72.]
- Paved and unpaved roads provide access to these low-density areas without
- Public water and sewer service is generally not available, fire service is limited and may not be available in all locations.

AG PRODUCTION AGRICULTURE





Primary Land Uses

Crop production, livestock and poultry operations, and limited agricultural processing facilities

Supporting Land Uses

Owner/manager residence, accessory dwelling units, temporary employee housing, associated outbuildings, farm stands, agri-tourism, and agriculture-related commercial services

Density

1 dwelling units per 35 acres

Locations

Applies to agricultural located east of the St. Charles River within the Boone, Vineland, and Avondale communities.

Characteristics

- Most parcels are irrigated and carry associated water rights from the Bessemer Ditch.
- May include intensive agricultural operations with designated facilities and equipment.
- Much of this land in this area is considered Prime (Irrigated) Farmland and is a high priority for conservation.
- Supporting uses in Production Agricultural areas should be sited and designed to minimize the loss of Prime (Irrigated) Farmland and Prime Agricultural Land and to support the continuation of agricultural operations.
- Paved and unpaved roads accommodate local traffic and the movement of agricultural machinery.

POS PARKS AND OPEN SPACE





Primary Land Uses

Parks, open space, greenways, and natural areas

Supporting Land Uses

Trails, ball fields, visitor centers, and other recreational facilities

Locations

Applies to public parks and open spaces, such as Mineral Palace Park, Runyon Sports Complex, McHarg Park Community Center, and Pueblo Mountain Park.

Characteristics

- Encompasses parks, recreation centers, open space, greenways, trails, and natural areas that have been preserved for active and passive recreational purposes.
- These areas also protect of scenic views, natural resources, and serve as wildlife habitat.
- Lands and facilities are generally owned by public agencies (city, county, and special districts).

SFL STATE AND FEDERAL LANDS





Primary Land Uses

Varies by location, but may include active and passive recreation, open space, grazing, wildlife habitat, and military training (limited to Fort Carson)

Supporting Land Uses

Other uses that are consistent with management plans adopted by the managing agency

Locations

Lake Pueblo State Park, San Isabel National Forest, Fort Carson Military Reservation, and other lands owned or managed by state and federal agencies.

Characteristics

- Lands owned by state and federal agencies that may or may not be accessible to the public
- Public-serving lands may include limited services, including bathrooms, campgrounds, trails, ranger stations, and visitor centers
- Minimal infrastructure may include paved or unpaved roads, trails, and shuttle service.

FLOODPLAIN





Primary Land Uses

Limited uses and facilities with low flood damage potential and that will not obstruct flood flows.

Locations

Corridors along the Arkansas River, Fountain Creek, St. Charles River, and other waterways.

Characteristics

Public and privately-owned properties that fall within the 100-year floodplain, as identified by official Federal Emergency Management Agency (FEMA) mapping.

SDA SPECIAL DEVELOPMENT AREA

Locations

Adjacent to existing City of Pueblo limits, within the City of Pueblo 3-Mile Annexation Boundary.

Characteristics

Potentially serviceable areas that may be suitable for future annexation, subject to the evaluation criteria for major projects outlined in Section 3, and applicable requirements of the City's Code of Ordinances. Future land use categories should be assigned through a Comprehensive Plan amendment at the time of annexation.

AREA-SPECIFIC GOALS AND POLICIES

Existing land use patterns and future land use considerations in the region vary dramatically by location. This section provides policy guidance for areas of Pueblo County that have distinctly different goals—the City of Pueblo and Vicinity, Pueblo West, Colorado City, and Rural Communities.

Land use plans provided for each area are derived from the countywide Future Land Use Plan map, above, but are presented at a larger scale for legibility of area-specific considerations. This guidance is intended to supplement—not replace—guidance provided by the regional goals and policies in Section 2 and the land use category descriptions in this section.



City of Pueblo and Vicinity

Background

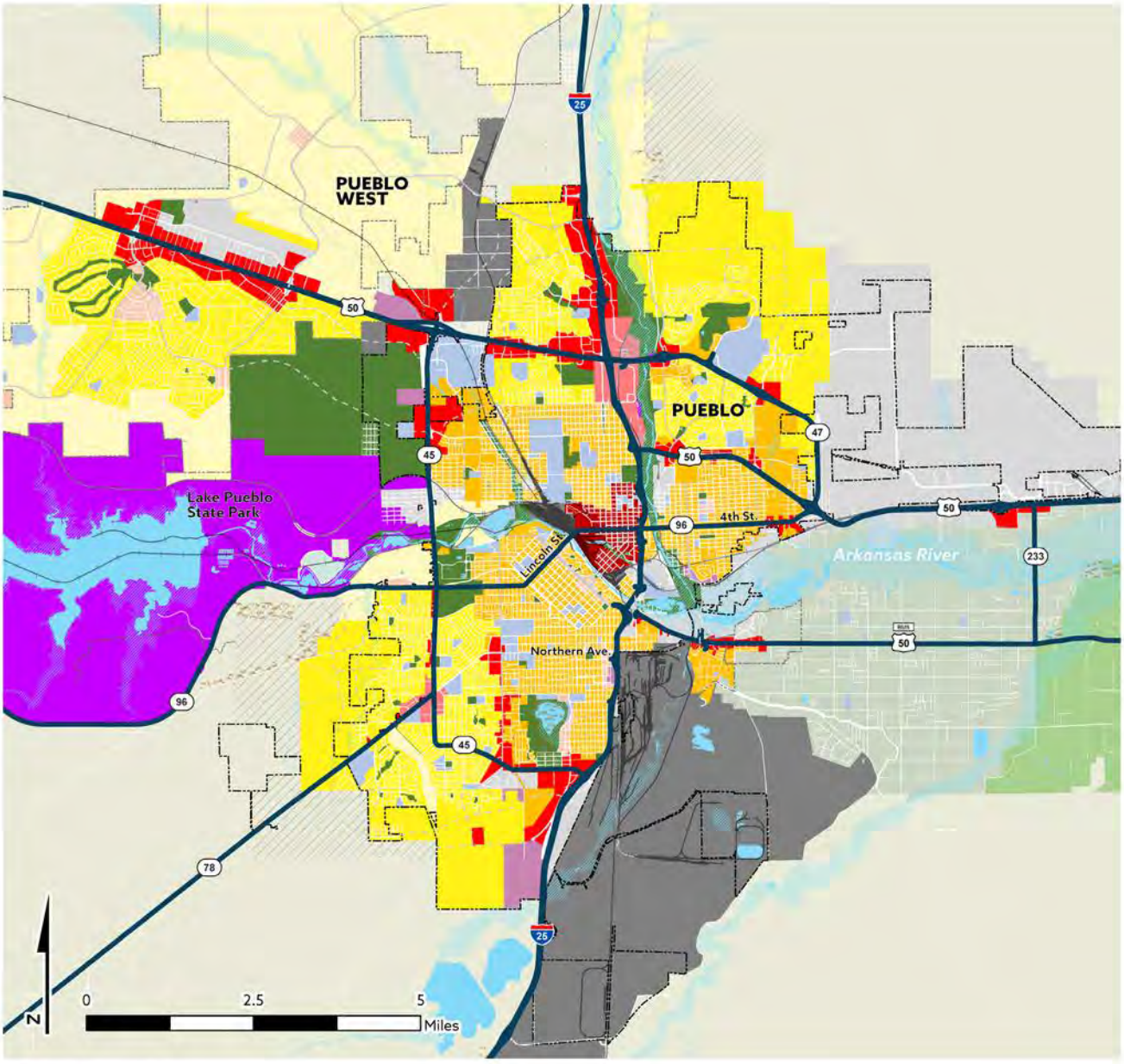
Since its incorporation in 1885, the City of Pueblo has been the administrative and economic hub of the region. Since 2000, the City has experienced slow, but steady, population growth (0.5% annually) and has continued to attract a majority of the region's employment, retail, and office development. The City also hosts an array of civic and cultural amenities that are enjoyed by area residents and visitors alike. Downtown Pueblo is home to the Historic Arkansas Riverwalk (established in the late 1990s), the Union Avenue Historic Commercial District, Pueblo Union Depot, El Pueblo History Museum, the Sangre de Cristo Arts and Conference Center, Pueblo Convention Center, local shops and restaurants, and numerous other assets and amenities. Downtown Pueblo and core area neighborhoods have seen significant reinvestment in recent years, but vacant homes and underutilized buildings remain in some areas. Housing options include traditional, pre-1950s neighborhoods in the core, post-1950s suburban neighborhoods at the edges, and recent and emerging residential subdivisions on the north and western edges of the City.

Opportunities and Constraints

Within the incorporated City of Pueblo, over 9,500 acres of vacant land remain. Over half of this land (4,120 acres) is zoned as agriculture, which is used as a holding zone. Most of this land is located at the fringes of the developed areas of the City and is planned for future residential development. An additional 2,050 acres of vacant land is already zoned for residential development. These areas provide the City with sufficient capacity to accommodate future growth without future annexations. Opportunities for infill and revitalization in Downtown Pueblo and core area neighborhoods further increase the City's capacity for future growth.

Pueblo's high quality of life, and lower cost of living than many other Front Range communities is attracting growing interest from employers, developers, and new residents. In light of growing demand, the City is focused on expanding housing options, retaining existing affordable housing, promoting the preservation and rehabilitation of its historic resources, continuing to diversify the regional economy, and encouraging reinvestment in established areas. Pueblo has also established itself as a leader in the transition towards renewable energy and has become well-positioned to benefit from the national trends toward less carbon intensive industries and "green" jobs.

Future Land Use: City of Pueblo and Vicinity



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Future Roadways (LRTP)
- Conservation Easements
- Pueblo West Metropolitan District
- City of Pueblo
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)

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

Goals and Policies: City of Pueblo and Vicinity (COP)

GOAL COP-1: Re-establish Downtown Pueblo as a regional hub for living, working, and recreating.

POLICY COP - 1.1: DOWNTOWN BOUNDARY AND SUBDISTRICTS

Evaluate and refine the boundary of Downtown—as reflected in by the Downtown Mixed-Use land use category—as necessary to promote a critical mass of activity within the core while also ensuring appropriate transitions and protections are provided for surrounding neighborhoods. Define a series of subdistricts for areas that surround the Union Avenue Historic Commercial District and Riverwalk (building upon recent historic context and inventory work), highlighting the unique characteristics, uses, and density/intensity that exist or are desired within each.

POLICY COP - 1.2: UNION AVENUE HISTORIC COMMERCIAL DISTRICT

Support the ongoing revitalization of the Union Avenue Historic Commercial District through continued public and private investment to solidify Union Avenue as a centerpiece of Downtown.

POLICY COP - 1.3: ADAPTIVE REUSE

Encourage the adaptive reuse and rehabilitation of historic structures as a key component of an overall reinvestment and revitalization strategy throughout Downtown. Establish protections for documented historic resources in Downtown that reflect the varied significance and integrity of these resources.

POLICY COP - 1.4: HISTORIC ARKANSAS RIVERWALK DISTRICT

Continue to support the buildout of available pad sites within current and future phases of the Historic Arkansas Riverwalk District Riverwalk with hotels, restaurants, housing, and other activity-generating uses.

POLICY COP - 1.5: MIX OF USES

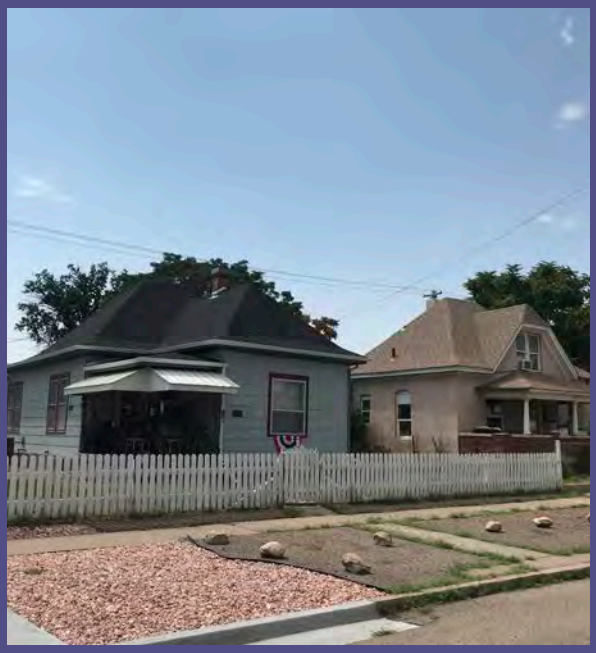
Continue to support tourism (e.g., hotels, convention-related uses) as core component of Downtown's role within the region while seeking to expand the range of restaurants, neighborhood-services, and housing options needed to support the area's emergence as a full-service neighborhood.

POLICY COP - 1.6: HOUSING INCENTIVES

Actively seek opportunities to increase the number of people living in Downtown by expanding multi-family housing options at a variety of price points through the conversion of vacant and underutilized buildings, as well as through the construction of new, high-density housing on vacant or underutilized lots. Encourage a diversity of unit types—size, number of bedrooms, for-sale/rent, and character—to meet the needs of different residents.

POLICY COP - 1.7: REDEVELOPMENT SITES

Work with property owners to explore short and long-term opportunities for possible redevelopment sites (e.g., Midtown Shopping Center, Rush's Lumber yard, surface parking lots, underutilized rail yards). Develop and maintain an inventory of sites that includes an assessment of known infrastructure capacity/constraints, ownership, allowable zoning, available incentives, and other information.



PROTECTING NEIGHBORHOOD HISTORY AND CHARACTER

Lists of historic resources and architectural inventories in the City of Pueblo have led to a series of historic context studies—deep dives into the social, cultural, and architectural history of specific neighborhoods. Five such studies have been published that document the historic qualities of the Bessemer, Bojon Town/Eiler's, East Side, North Side, and South Side neighborhoods. The studies provide a comprehensive history of the neighborhoods, with the goal of making local history more accessible to residents, inspiring property owners to preserve historic structures, and detailing how neighborhood residents can take additional action to research, document, evaluate, monitor, promote, and protect the buildings and stories that make their neighborhoods unique.

While these studies were developed with the intention of understanding which neighborhoods or buildings might be eligible for possible historic district designation, there are a range of tools available to help retain the historic character of these resources while allowing them to adapt to the changing needs of the community.

GOAL COP–2: Promote reinvestment in the City's historic neighborhoods.

POLICY COP - 2.1: HOUSING OPTIONS

Support the rehabilitation of existing housing stock and the diversification of housing options in the City's historic neighborhoods consistent with Guiding Principle 1 and associated goals. [See Section 2]

POLICY COP - 2.2: HISTORIC NEIGHBORHOOD REINVESTMENT

Encourage reinvestment and rehabilitation of homes in historic neighborhoods, including allowing for the adaptation of existing buildings to meet the needs of current and future residents (e.g., expanded footprints, garage construction, creation of accessory dwelling units) without detracting from the historic character of the neighborhood.

POLICY COP - 2.3: PROTECTIVE MEASURES

Work with residents and property owners to establish context-based tools to guide infill development, major additions, and the rehabilitation of historic properties in neighborhoods determined to be eligible for historic designation (e.g., local historic district designation, conservation districts, design standards/guidelines). Increase awareness of resources and incentives available to support the rehabilitation of designated historic properties.

POLICY COP - 2.4: INFILL COMPATIBLITY

Ensure infill and redevelopment within historic neighborhoods is compatible with the building orientation, height, scale, and massing of adjacent homes and the overall character of the street frontage.

POLICY COP - 2.5: NEIGHBORHOOD "MAIN STREETS"

Encourage the preservation and adaptive reuse of historic "main streets" in core neighborhoods to maintain and enhance access to services and amenities, support the retention of small businesses, and enhance community character.

GOAL COP–3: Adapt the City's commercial centers and corridors to meet the changing needs of the community.

POLICY COP - 3.1: HIGHWAY-50 AND I-25

Support the development of a community center around the interchange of Highway 50 and I-25. Work with major property owners, including the owners of the Pueblo Mall, to generate a vision for the future of the area. Facilitate the transition of vacant and underutilized buildings and commercial centers near Highway 50 and Interstate 25 into complete mixed-use neighborhoods, with commercial, retail, office, and higher-density residential uses.

POLICY COP - 3.2: PUEBLO BOULEVARD AND NORTHERN AVENUE (FORMER K-MART CENTER)

Work with property owners to infill vacant pad sites or reposition underperforming pad sites with a mix of uses (including higher-density residential) and to reconfigure existing site layouts for greater visibility and efficient use of space. Explore opportunities for long-term redevelopment in collaboration with property owner.

POLICY COP - 3.3: LOT CONSOLIDATION

Encourage the consolidation of smaller parcels for the purposes of redevelopment to accommodate a more pedestrian-oriented pattern of development over time and facilitate improved site design.

POLICY COP - 3.4: MIX OF USES

Support the introduction of high-density housing as part of the overall mix of uses in outmoded commercial centers and along major corridors, retaining sites with the greatest visibility and access for commercial/retail uses.

GOAL COP–4: Prioritize the development of vacant land within the city limits over the expansion of the community.

POLICY COP - 4.1: BARRIERS TO DEVELOPMENT OF VACANT LAND

Work with service providers to assess and document the feasibility of serving large, single-ownership parcels at the edges of the city that have been annexed but have not been subdivided. Identify capital improvements that area needed for these areas to build out based on their future land use designations. Implement funding and financing tools that can support the development of these areas by reducing up-front cost of development and allowing for the sharing of costs among all future developments and users in these areas.

POLICY COP - 4.2: EDGE NEIGHBORHOOD ENGAGEMENT AND PLANNING

Work with property owners and potential developers of undeveloped areas within city limits to establish the desired character and design of these neighborhoods, identify infrastructure and land dedication needs, and determine possible timelines and phasing for development.

POLICY COP - 4.3: FUNDING AND FINANCE TOOLS

Implement funding and financing tools that can support the development of large vacant areas in the city limits by reducing up-front cost of development and allowing for the sharing of costs among all future developments and users in these areas. Explore tools that can allow the City and developer partners to build capital improvements that can facilitate development specifically for transportation, water/sewer infrastructure that cannot be supported through existing capacity and connection fees, and community facilities (e.g. fire stations).

POLICY COP - 4.4: HONOR FARM

Evaluate any proposed land use changes to Honor Farm property in accordance with the City's Honor Farm Open Space and Park Parcels Conservation Easement, as amended

GOAL COP–5: Provide opportunities for the continued expansion and diversification of the region's employment base.

POLICY COP - 5.1: PLANNED EMPLOYMENT AREAS

Continue to work with PEDCO, area chambers of commerce and other economic development interests in the region to direct primary employers to designated employment areas in the city and the unincorporated areas, including the Airport Industrial Park, EVRAZ Industrial District, Minnequa Industrial

Park, St. Charles Industrial Park, Downtown, and PuebloPlex.

POLICY COP - 5.2: TRANSPORTATION-BASED EMPLOYMENT LAND

Protect Transportation-Based Employment lands (as shown on the Future Land Use Plan) within or adjacent to the city for uses that require the assets offered by these sites (e.g., rail and highway access) and that help generate and sustain jobs for the region. Avoid siting utility-scale solar in these locations.

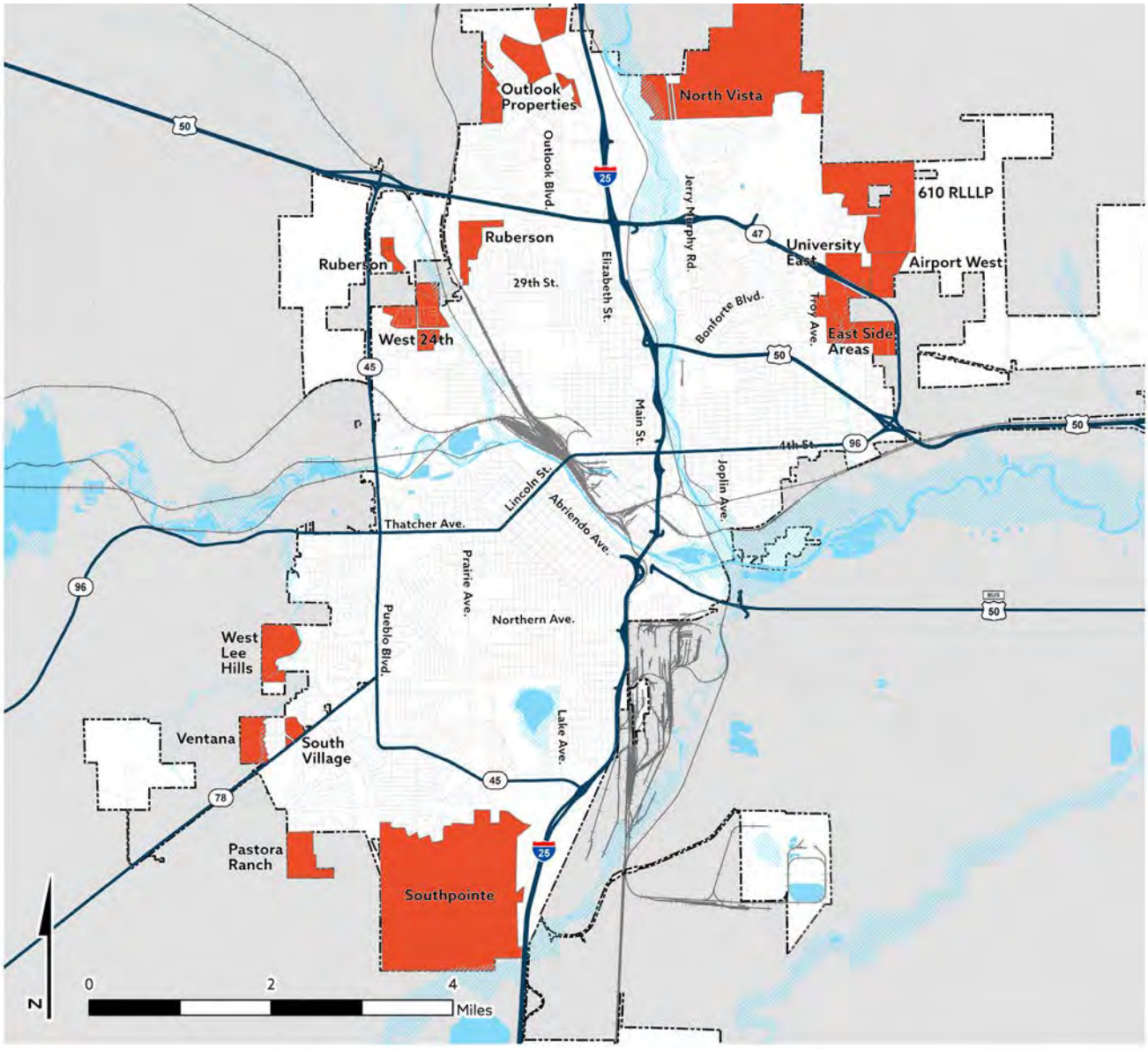
POLICY COP - 5.3: INFRASTRUCTURE AND SERVICES

Coordinate with industrial parks and major employers to ensure infrastructure and services are adequate to facilitate the movement of goods and expansion of businesses.

POLICY COP - 5.4: COMPATIBILITY

Adopt and enforce standards to minimize conflicts between emerging employment areas and existing residential and agricultural uses.

Annexed and Unsubdivided Residential Areas



Source: City of Pueblo, Pueblo County, CDOT



Pueblo West

Background

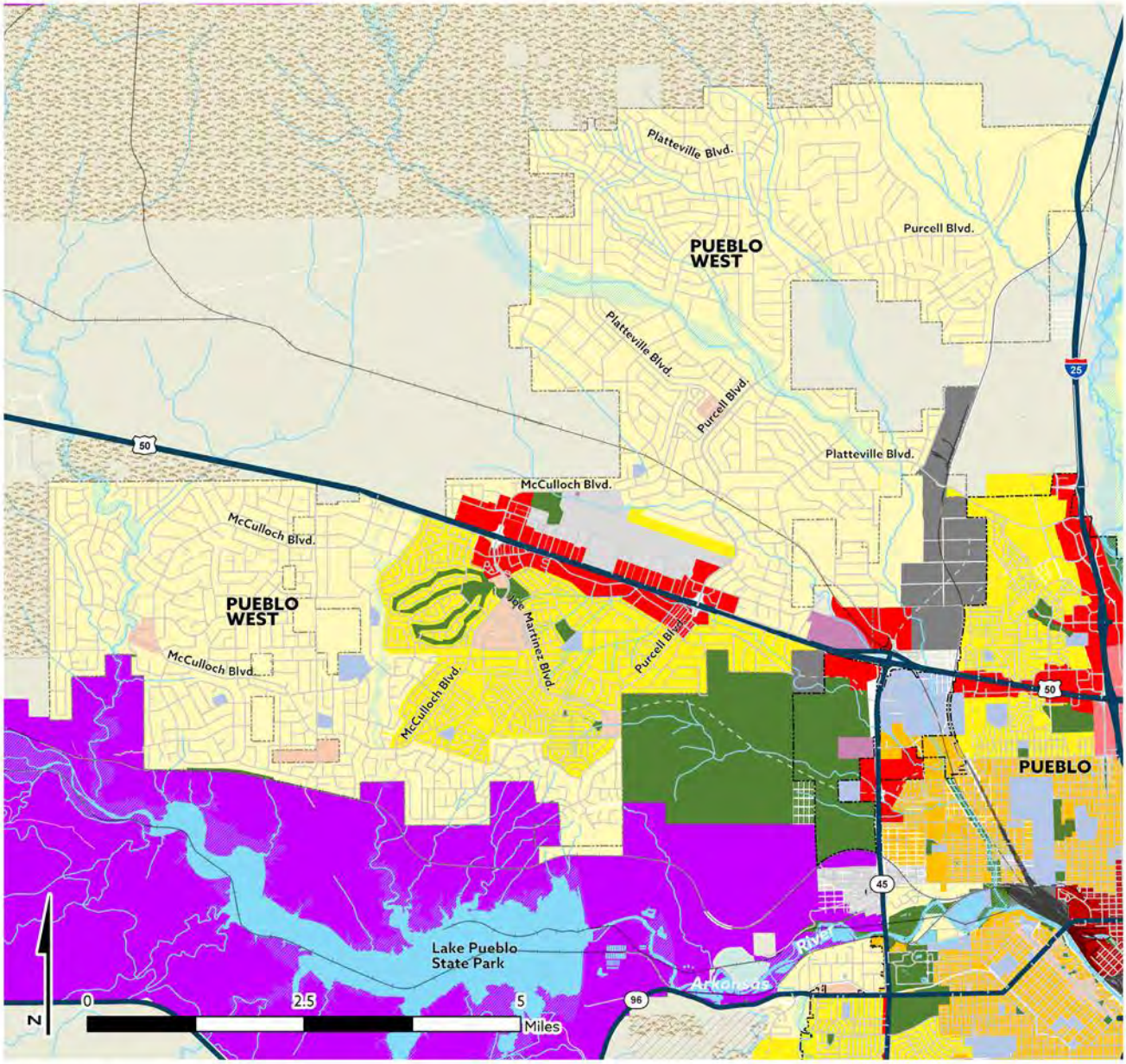
Between 2000 and 2019, Pueblo West grew at much faster rate (3.4 percent) than the City of Pueblo (0.5 percent), or Pueblo County (0.9 percent) as a whole. During this time, Pueblo West captured the bulk of the region's large-lot single-family housing market, and saw a significant increase in retail, service commercial, and light-industrial businesses (primarily along the Highway 50 corridor). Much of this growth has been driven by the abundance and relative affordability of undeveloped lots, proximity to Lake Pueblo State Park, and the community's broad appeal to those looking for a semi-rural lifestyle. Since its inception in 1969, Pueblo West has been characterized by its equestrian and hiking trails, expansive views, and the one to three-acre homesites that offer residents flexibility to accommodate outbuildings, horses, and an array of leisure activities. In keeping with the semi-rural character of the community, many areas of Pueblo West do not have sidewalks, curb and gutter, and other "city" services.

Opportunities and Constraints

While once viewed as a draw primarily for retirees, Pueblo West has become more diverse in recent years as young families and professionals have relocated to the area from Colorado Springs or other metropolitan areas. As the community continues to grow, expectations regarding the availability of services and amenities are evolving. Demand for more diverse housing options is also increasing as housing prices rise, demographics shift, and long-time residents desire to remain in the community as they grow older and their needs change.

Significant land area remains for future development; however, the PWMD's water supply, distribution, and wastewater treatment and processing system is not sufficient to support full buildout of the community based on 2021 projections. The PWMD is working to expand its wastewater processing capacity and has implemented a Water Conservation program to reduce demand and help account for the projected shortfall. The PWMD is also actively seeking ways to augment its water supply. As the community continues to grow, expectations regarding the availability of services and amenities are evolving.

Future Land Use: Pueblo West



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)

- Future Roadways (LRTP)
- Conservation Easements
- Pueblo West Metropolitan District
- City of Pueblo
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)

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

Goals and Policies: Pueblo West (PW)

GOAL PW-1: Support the expansion of services and amenities to meet the needs of Pueblo West residents.

POLICY PW - 1.1: HIGHWAY 50 CORRIDOR

Encourage a mix of retail and commercial services along the Highway 50 corridor to meet the needs of the Pueblo West community and the broader region. Prioritize the development of coordinated, multi-tenant centers rather than standalone businesses where possible.

POLICY PW - 1.2: CIVIC CENTER

Continue efforts to establish Civic Center Park and the surrounding area as a destination for family- and community-oriented facilities, activities, and events.

POLICY PW - 1.3: SPAULDING COMMUNITY HUB

Continue efforts to establish a mixed-use entertainment, recreational, and lifestyle hub for residents and visitors south along Spaulding Avenue south of Highway 50.

POLICY PW - 1.4: NEIGHBORHOOD MIXED-USE

Seek opportunities to expand the range of services offered in existing neighborhood mixed-use areas and introduce smaller "pockets" of neighborhood-serving uses in other targeted locations to meet the needs of area residents and visitors. Prioritize corner sites and those with the best visibility and access for retail/commercial uses. Where infrastructure and services allow, townhomes and small-scale multifamily may be accommodated as supporting uses.

POLICY PW - 1.5: LAND USE COMPATIBLITY

Ensure the siting, scale, and design of non-residential uses is compatible with adjacent neighborhoods. Key considerations include circulation and access, loading, light trespass, and hours of operation.

GOAL PW-2: Expand the range of housing options available in Pueblo West at a level that is supported by current and planned infrastructure and services.

POLICY PW - 2.1: RURAL NEIGHBORHOODS

Continue to support the incremental buildout of platted Rural Neighborhoods where infrastructure and services exist or can be provided in a cost-effective manner. Maintain the character-defining features of these neighborhoods, such as the prevalence of detached single-family homes on large lots, rural roadway cross-sections (e.g., no curb and gutter or sidewalks), and gravel roads (where they are classified to remain as such).

POLICY PW - 2.2: SUBURBAN NEIGHBORHOODS

Support the expansion of attached single-family homes, townhomes, and small-scale multifamily housing in areas proximate to existing or planned amenities and services. Require the integration of sidewalks and trail connections as part of future development.

POLICY PW - 2.3: MIXED-USE AREAS

Support the integration of townhomes and small-scale multifamily housing in areas planned for Commercial Mixed-Use or Neighborhood Mixed-Use. Concentrate higher-intensity housing along the Highway 50 corridor.

THIS PAGE INTENTIONALLY LEFT BLANK



Colorado City

Background

The Colorado City Metropolitan District (CCMD) was established in 1963. Colorado City is the southernmost community in Pueblo County and serves as the service hub for the Greenhorn Valley. Colorado City sits at an elevation of approximately 6,000 ft. and boasts stunning views of Greenhorn Mountain and the Wet Mountains to the west, and the Spanish Peaks to the south. Residents value Colorado City's natural beauty and views, but also the many recreational activities the community offers, such as, golfing, hiking, fishing, camping, horseback riding, and bird watching. Approximately 13,000 of the 16,800 platted lots in the CCMD are undeveloped.

Opportunities and Constraints

Colorado City has been growing at a rate of about one percent per year, adding around 15 new homes annually. Though the number of vacant lots far exceeds the existing service capacity for water and sewer, current capacity may be sufficient to support Colorado City's historic rate of growth, if planned upgrades are completed and the present rate of growth remains constant over the 20-year planning horizon. While Colorado City has traditionally been most popular with retirees, the area is becoming more popular for workers seeking a relaxed lifestyle with an easy commute to major employers at the south end of the City of Pueblo.

Goals and Policies: Colorado City (CC)

GOAL CC-1: Support continued growth at a level that is sustainable based on current and planned infrastructure and services.

POLICY CC - 1.1: I-25 INTERCHANGE

Seek opportunities for the limited expansion of highway-oriented commercial services in the vicinity of the Interstate 25 interchange and Cuerno Verde-Colorado City Rest Area.

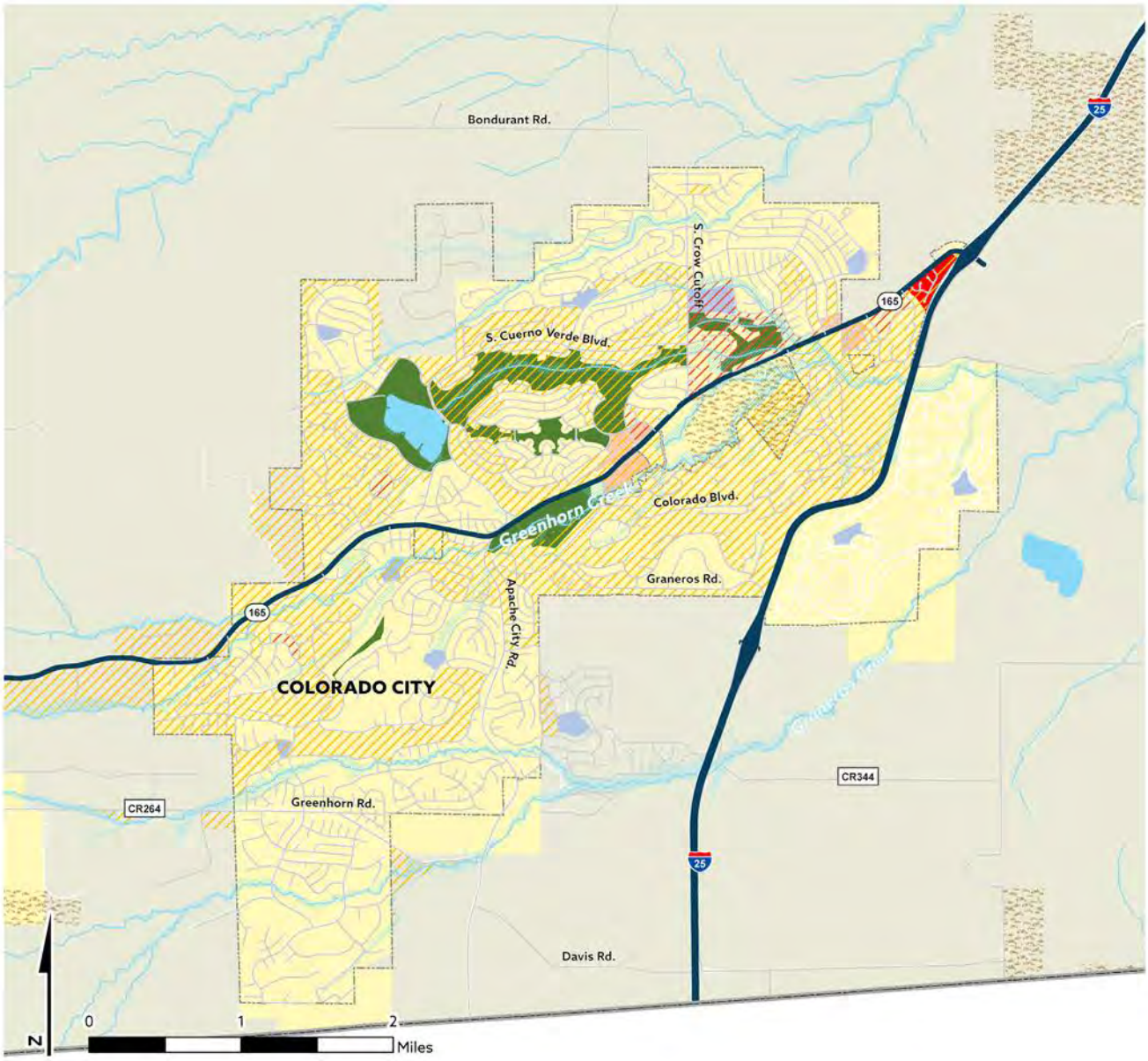
POLICY CC - 1.2: HIGHWAY 165 CORRIDOR

Support the retention and expansion of existing restaurants, retail businesses, and commercial services along the Highway 165 corridor and seek opportunities to attract new businesses to the area as part of established development nodes.

POLICY CC - 1.3: RURAL NEIGHBORHOODS

Support the incremental buildout of Rural Neighborhoods in Colorado City that have infrastructure and services in place.

Future Land Use: Colorado City



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)

- Pueblo County Boundary
- Conservation Easements
- Colorado City Metropolitan District
- Floodzones
- Rivers, Lakes, and Streams

WILDLAND-URBAN INTERFACE (WUI)
- Interface
- Intermix

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





St. Charles Mesa

Background

The St. Charles Mesa is located east of the City of Pueblo. The St. Charles Mesa's Prime (Irrigated) Farmland and access to irrigation water from the Bessemer Ditch has made the area a hub for food production, farm stands, and other agricultural activities for over 130 years. While the types of crops produced in the area have evolved, the St. Charles Mesa still functions as the hub of the region's chile and vegetable production. Residential development in the area includes a combination of historic farmsteads and family "compounds," as well as newer large lot subdivisions and individual single-family homes on small acreages.

The area is served by the St. Charles Mesa Water District (SCMWD), which covers two service zones encompassing 65 square miles, with water drawn primarily from the Bessemer Irrigation Ditch and the Arkansas River.

Opportunities and Constraints

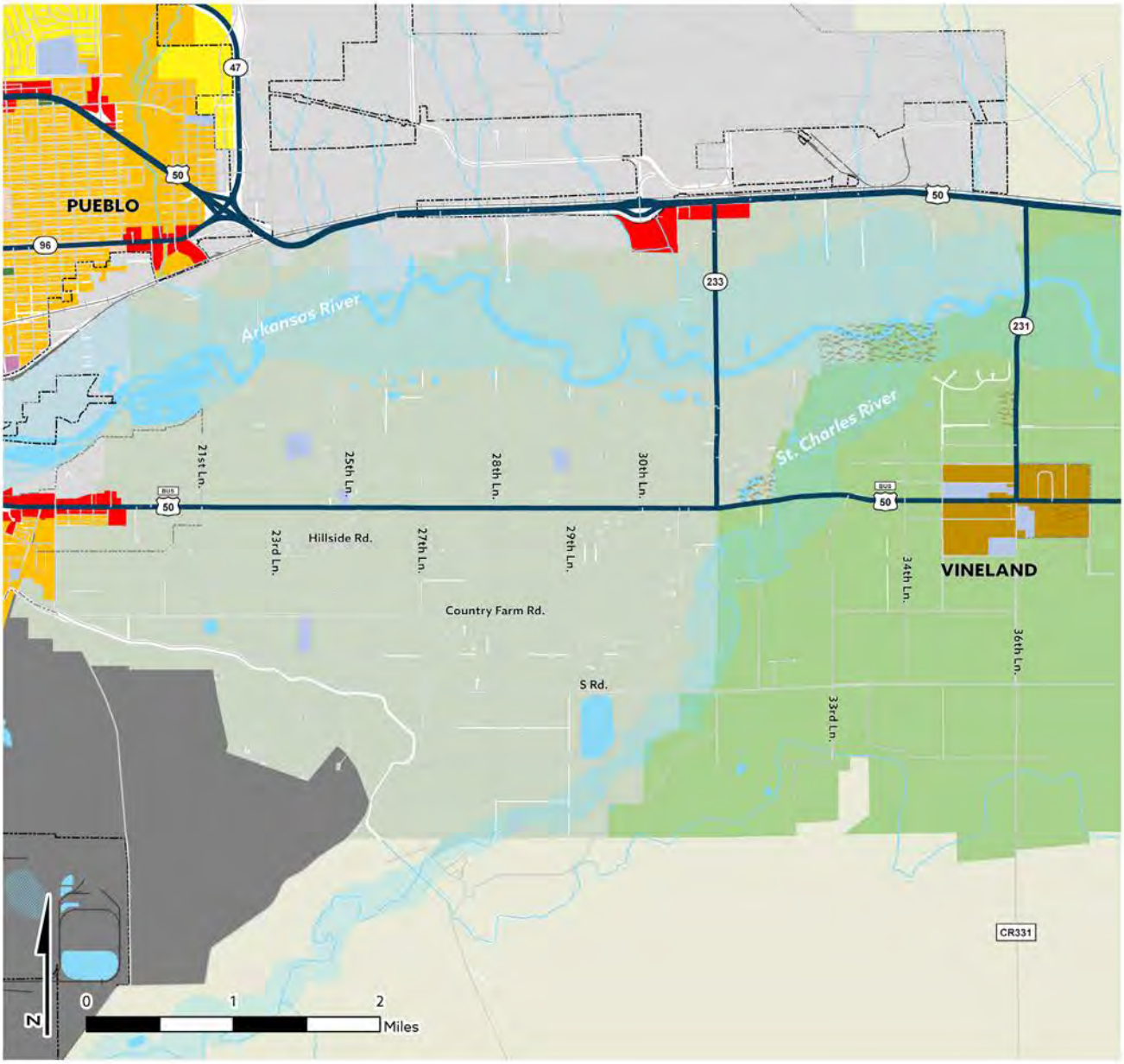
For the purposes of the Future Land Use Plan, portions of the St. Charles Mesa that lie west of the St. Charles River are distinguished from those that lie to the east. Portions of the Mesa that lie to the west of the St. Charles Mesa are designated as Agricultural Neighborhood, while areas that lie to the east of the St. Charles River (and extend east along the Arkansas River to Boone) are designated as Production Agriculture. These designations reflect the distinct difference in land use patterns that exist on either side of the St. Charles River. Parcel sizes west of the St. Charles River are significantly smaller and more varied, ranging from one to 40+ acres when compared to the large, contiguous tracts of production farmland that remain east of the St. Charles River. This distinction is largely dictated by underlying zoning.

While agriculture remains the predominant use, the area has experienced increased pressure for both residential and non-residential development. Between 2000 and 2020, approximately 15 new homes were permitted annually. New commercial services have also begun to emerge along Santa Fe Drive. While some of these changes have been initiated by developers or land speculators, others have been initiated by property owners and agricultural producers that are nearing retirement age and seeking to access the equity that exists within their land.

This trend has resulted in a gradual reduction in the overall amount of prime agricultural land that is available for production, the gradual "dry-up" of some parcels as water rights revert to the Bessemer Ditch, demand for more "city" services, and increased traffic on roadways. Increased development has also made production on the land that remains more challenging due to access constraints, and an increase in conflicts between agricultural producers and new residents over noise, smells, and slow-moving farm vehicles on area roadways.

The introduction of the Agricultural Neighborhood land use category and the goal and policies below as part of the 2021 Regional Comprehensive Plan reflect a growing concern on the part of agricultural stakeholders and the community-at-large about the cumulative impacts of these changes on the County's agricultural industry and regional food system.

Future Land Use: St. Charles Mesa



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Conservation Easements
- City of Pueblo
- Designated Place
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)

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



Goals and Policies: St. Charles Mesa (SCM)

GOAL SCM-1: Retain and protect the viability of agriculture on the St. Charles Mesa.

POLICY SCM - 1.1: SITE SURVEY

Incorporate considerations to protect Prime (Irrigated) Farmland and Prime Agricultural Land into the building and subdivision process to help inform the application of regulatory tools.

POLICY SCM - 1.2: SUBDIVISION DESIGN

Require the use of conservation subdivisions, clustering, and other conservation-oriented site planning approaches to help retain common, connected parcels of farmland and other agricultural land, maintain established access points to the Bessemer Ditch, protect floodplain areas, and otherwise limit impacts on agricultural production when residential subdivisions do occur.

POLICY SCM - 1.3: SUPPORTING LAND USES

Allow for a range of supporting land uses to accommodate agricultural production, processing, and sales, recognizing that needs may change over time.

POLICY SCM - 1.4: CONSERVATION TOOLS

Explore the feasibility of establishing and administering a program that facilitates the transfer (or purchase) of development rights with the primary purpose of protecting Prime (Irrigated) Farmland and Prime Agricultural Land while providing private property owners with the ability to be "made whole" on their investment in the land. [See also, Appendix D: Tools and Best Practices to Support Agriculture].

POLICY SCM - 1.5: REGIONAL COLLABORATION

Faciliate the implementation of goals and policies associated with Guiding Principle 2: Deepen Our Agricultural Roots through collaboration with area producers, conservation organizations, the City of Pueblo, and other agricultural stakeholders. [See also, Section 2: Regional Goals and Policies.]



Rural/Ranch Areas Unincorporated Areas (Generally)

Surrounding the rural communities of Pueblo County are mountains, valleys, plains, and plateaus that feature a diverse mix of uses and landowners, which share a common reliance on natural resources and open lands. Public lands—owned and managed by the federal, state, and local agencies—are important for wildlife habitat, recreational activities, scenic beauty, resilience to natural disasters, and overall environmental health. Privately-owned land is largely made up of farms, ranches, and 35-acre ranchettes that provide resource-based economic productivity, opportunities for rural lifestyles, and contribute to the agricultural heritage of the region.

While some private lands are protected from development by conservation easements that ensure a continuation of rural character, other areas may grow and develop over time, which could impact the environmental, economic, and scenic value they provide. Conservation of Prime Farmland, Prime Agricultural Land, and ranch lands can be promoted through subdivision standards that prioritize land conservation, policies and standards that encourage clustering of development to conserve open space, programs that allow for the sale or transfer of development rights to more appropriate locations, and other policies and programs. Appendix D, Tools and Best Practices to Support Agriculture, details some of the best practices for conserving agricultural lands.

Rural Communities

Rural communities in Pueblo County include the incorporated towns of Rye and Boone, as well as the unincorporated communities of Avondale and Beulah. Each of these places has a distinct history, character, and sense of community. Area residents and property owners should be engaged in land use decisions in and around these communities as potential changes arise.



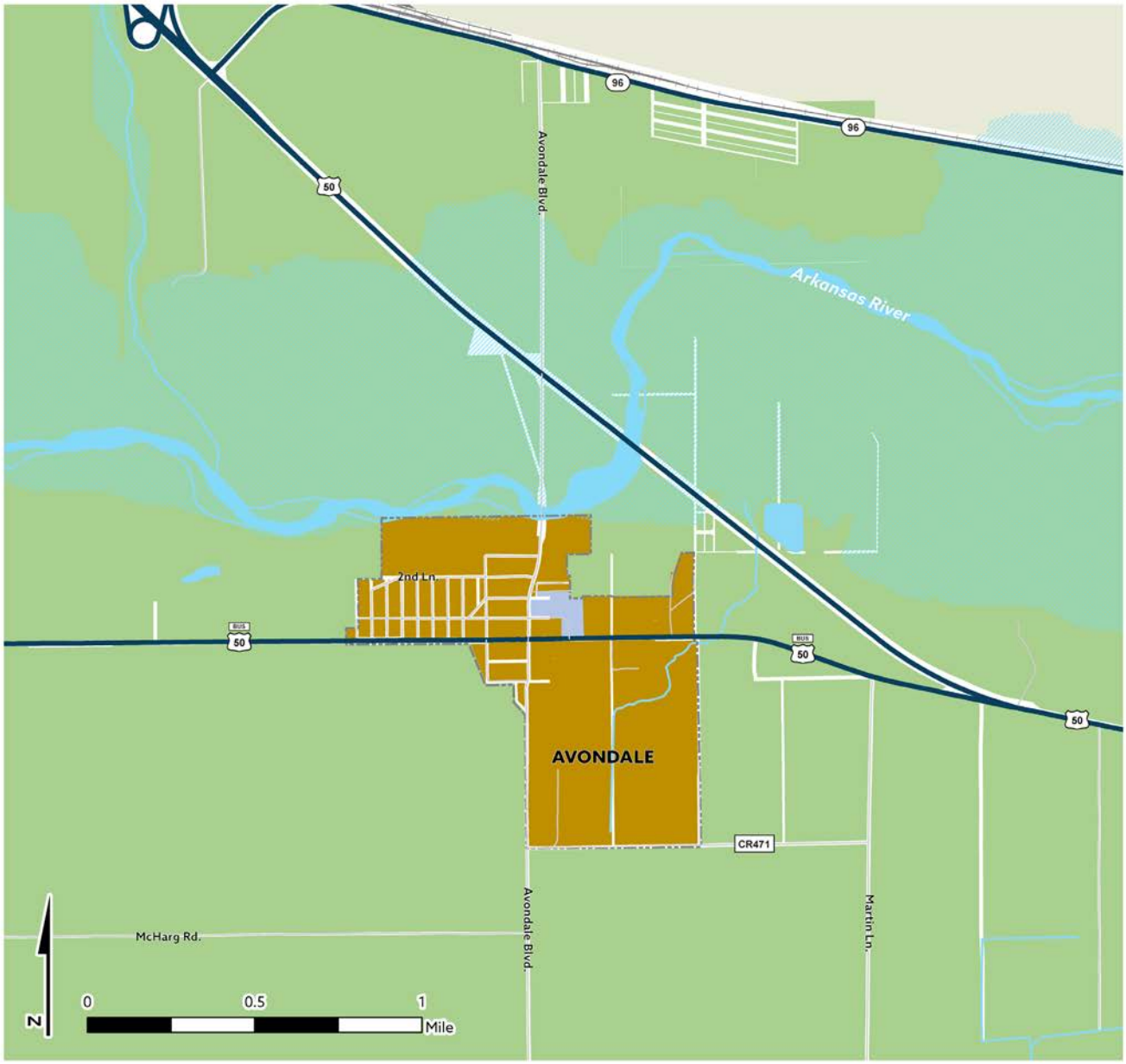


Avondale

Location and Context. Avondale is located 15 miles east of the City of Pueblo and two miles south of the main entrance to the former Pueblo Army Depot (PuebloPlex). The community is characterized by its traditional grid of streets and blocks, modest single-family neighborhoods, tree-lined streets, proximity to the Arkansas River, and thousands of acres of prime agricultural land that surrounds it.

Future Land Use Considerations. Since its inception, Avondale has played an important role in providing workforce housing and services to support the agricultural industry in Pueblo County, as well as in neighboring Otero County. Avondale's population has expanded and contracted over the past decade and in 2019 hovered around 700. Opportunities for limited future development do exist based on available land and the available capacity of Avondale Water and Sanitation District, which provides services to the community. Residential opportunities include the potential to incorporate new single-family homes on vacant lots, or small subdivisions on the larger vacant properties that exist in different areas of the community. Non-residential opportunities include the possibility to expand community- and industry-serving uses, such as commercial/retail businesses that help meet the daily needs of area residents and producers, or small-scale processing, equipment sales and repair, or packaging facilities geared toward the agricultural industry. Future development in and around Avondale should be sited in areas that minimize impacts on the extent and long-term viability of the prime agricultural land that surrounds the community.

Future Land Use: Avondale



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)

- Conservation Easements
- Designated Place
- Floodzones
- Rivers, Lakes, and Streams

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

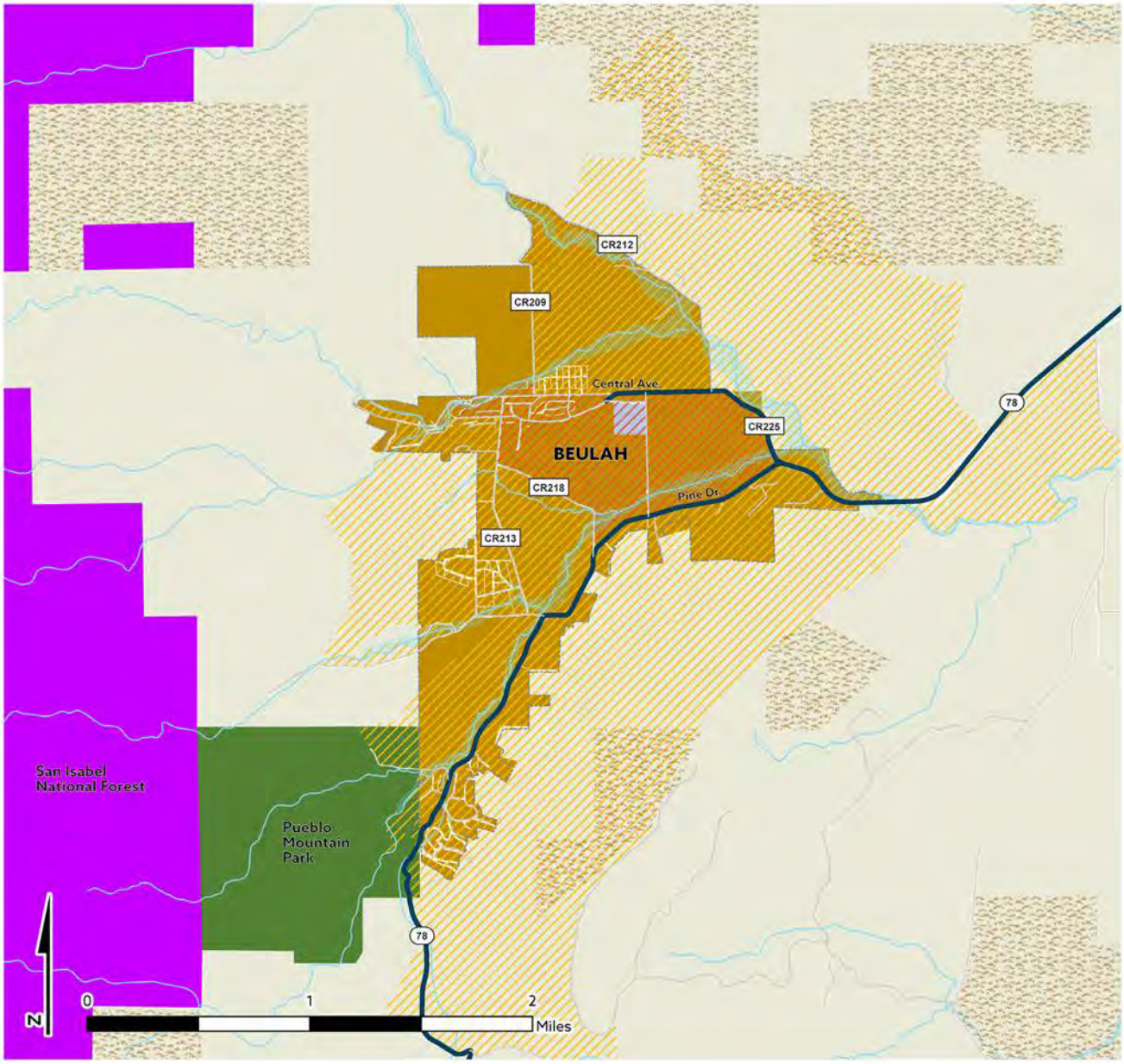
Beulah Valley

Location and Context. Beulah Valley is located in the Wet Mountains approximately 24 miles west of the City of Pueblo. The core of the community is sited in a lush mountain valley surrounded by irrigated hayfields and forested hillsides and offers views of St. Charles Peak and other mountains to the southwest. While most of the community's population is along and around Central Avenue (SH 225), homes extend along Pine Drive on the south, Northcreek Road on the east, and Squirrel Creek Road on the north, framing the valley floor. Homes also extend west along Cascade Avenue into Middle Creek Canyon and along other roadways to the north and south. In 2019, Beulah Valley's population was 780.

History. As early as 1845, the valley was notorious hideout for bandits known as Mace's Hole. In the 1860s, the valley was home to a significant encampment of Confederate troops for brief time. After the Civil War ended, the area changed quickly. By the early 1870s, the valley was home to a small village that included a one-room schoolhouse and post office. In 1876, Mace's Hole became known as "Beulah"—reportedly as a result of a vote to change the name was organized by resident Reverend Gaylord.[1] Since then, Beulah Valley has been home to a variety of industries at different points in time—mining, forestry, and agriculture. The valley also became defined by recreation. The City of Pueblo purchased 600 acres from the State Land Board in 1920 with the intent of establishing the Pueblo Mountain Park. Many of the park's facilities were constructed by the Civilian Conservation Corps and Works Progress Administration during the 1930s and remain today. The area was a popular destination for Puebloans with summer homes in the area through the 1950s.[2] The area is also home to several of Pueblo County's oldest ranches, including the 1,000-acre Bennett Ranch (1897) and more than 9,000-acre 3R Ranch (1860).[3]

Future Land Use Considerations. Limited new development in the Beulah Valley is expected to continue to occur on a lot-by-lot basis. The central area of Beulah Valley is served by the Beulah Water Works District. Future land use decisions in the area should prioritize protection of the area's small-town character, natural environment, and historic resources. Opportunities for the limited expansion of community- and tourism-oriented services and amenities may exist. However, many of Beulah Valley's assets—its location, development patterns, and the surrounding forest also make it especially vulnerable to wildfires. Efforts to mitigate wildfire hazards through the creation of defensible space and the use of "Firewise" development and landscaping techniques should be encouraged through education and outreach in collaboration with volunteer fire protection districts in the area.

Future Land Use: Beulah Valley



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Conservation Easements
- Designated Place
- Floodzones
- Rivers, Lakes, and Streams

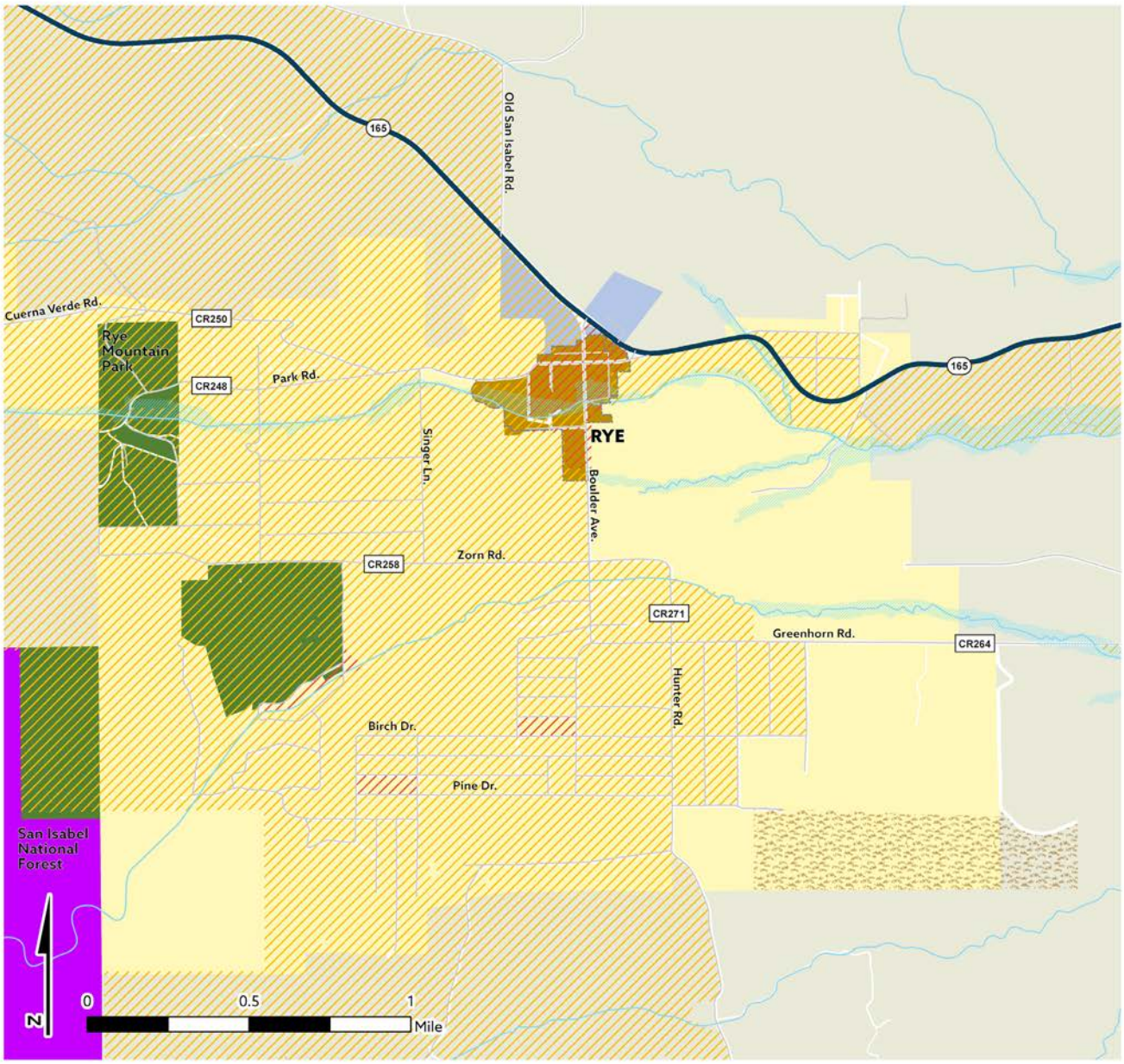
WILDLAND-URBAN INTERFACE (WUI)
- Interface
- Intermix

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

Town of Rye

The Town of Rye is a statutory town within Pueblo County located approximately six miles west of Colorado City. In 2019, the Town's population was 197. While Pueblo County does not have jurisdiction within the Town of Rye, the Town, Pueblo County, and Colorado City Metropolitan District coordinate routinely on issues related to land use, water supply/quality, wildfire mitigation, and other considerations.

Future Land Use: Town of Rye



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)

- Town of Rye
- Conservation Easements
- Floodzones
- Rivers, Lakes, and Streams

WILDLAND-URBAN INTERFACE (WUI)
- Interface
- Intermix

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



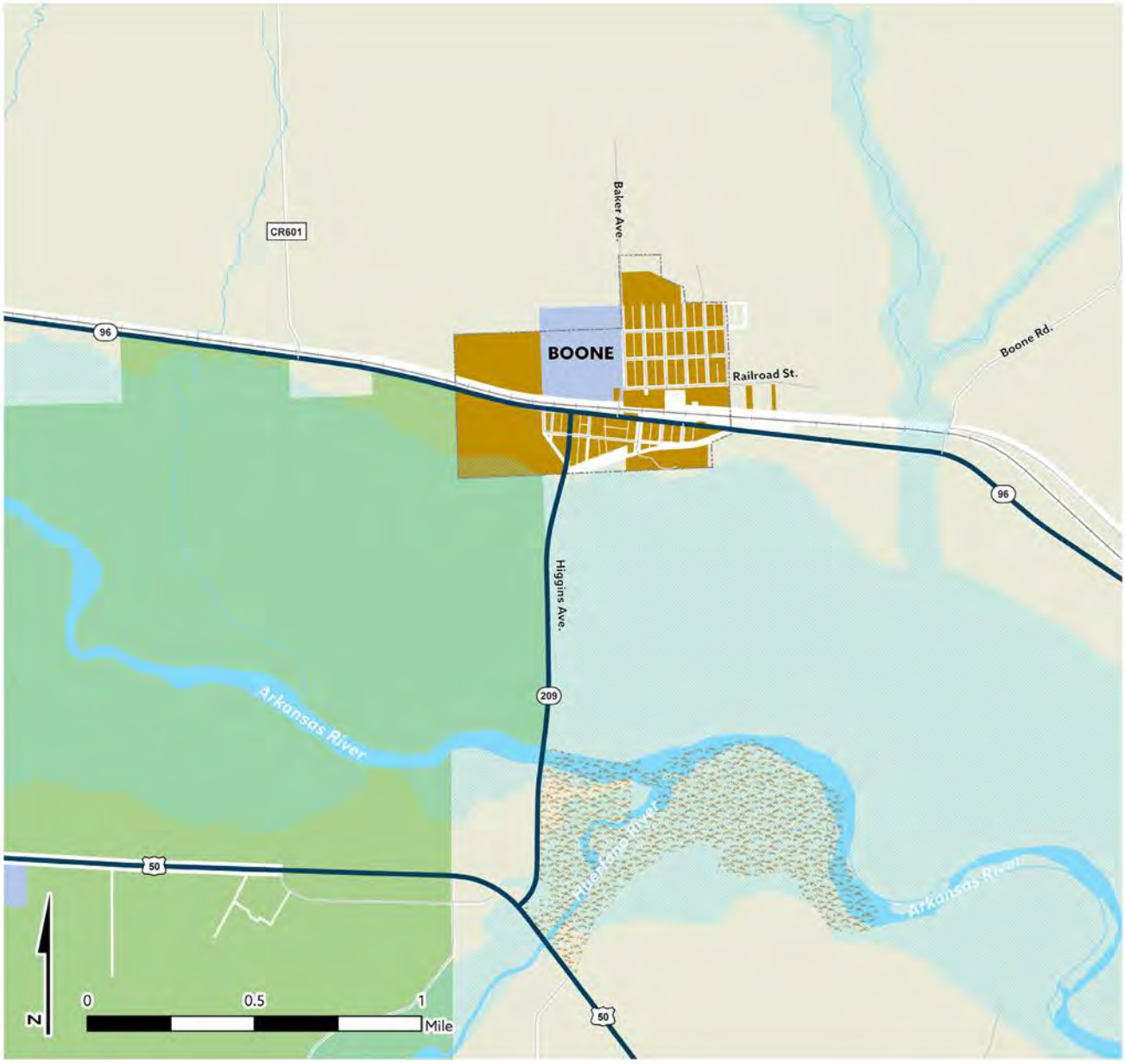




Town of Boone

The Town of Boone is a statutory town within Pueblo County located approximately 24 miles east of the City of Pueblo. In 2019, the Town's population was 233. While Pueblo County does not have jurisdiction within the Town, the Town routinely coordinates with Pueblo County on issues related to land use and other issues of mutual importance.

Future Land Use: Town of Boone



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Conservation Easements
- Town of Boone
- Floodzones
- Rivers, Lakes, and Streams

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

SECTION 3 ENDNOTES

1 https://www.historycolorado.org/story/do-you-know-place/2019/12/12/maces-hole-history-bandits-brigands-and-beulah
2 https://www.chieftain.com/article/20151205/NEWS/312059975
3 https://thebeulahnewspaper.com/december-2018 and https://www.historycolorado.org/sites/default/files/media/documents/2020/cfr_banner_2019_web.pdf

THIS PAGE INTENTIONALLY LEFT BLANK



SECTION 4

IMPLEMENTATION AND MONITORING



ABOUT THIS SECTION

This section highlights major initiatives that will support the implementation of the Regional Comprehensive Plan over the next one to three years. As a reflection of the region's ongoing commitment to collaboration, many of the initiatives identified will require the coordinated efforts of Pueblo County, the City of Pueblo, metropolitan districts, service providers, and other partner organizations within the region. This section is intended as a tool to help inform the creation of more detailed work programs, capital improvement plans, budgets, and other mechanisms that will help support the implementation of the Regional Comprehensive Plan.

PRIORITY INITIATIVES

REGIONAL INITIATIVES

COUNTY INITIATIVES

CITY INITIATIVES

PRIORITY INITIATIVES

Priority initiatives are actions that will support the implementation of the Regional Comprehensive Plan over the next one to three years. The lists of priority initiatives that follow are organized by those that explicitly require regional cooperation to accomplish and those that will be led by Pueblo County, the City of Pueblo, or the Pueblo West Metropolitan District with support from other regional partners. Each initiative is accompanied by an explanation of the following:

Regional Partners

The Regional Comprehensive Plan is a demonstration of the collaborative and interconnected work being done by the County, City, and Pueblo West. Many other organizations, special districts, and agencies play a critical role in local and regional initiatives.

Initiative Types

Each initiative falls within one of four categories:

- **Regulatory revisions**. Zoning and development regulations are one of the primary tools Pueblo County and the City of Pueblo uses to implement the Future Land Use Plan and set out in the Regional Comprehensive Plan. Initiatives in this section highlight some of the types of regulatory revisions that should be considered to support the implementation of the Master Plan.
- **Regional planning.** Ongoing or new regional efforts related to planning, development review, permitting, and service provision issues.
- **Local plans and policies.** More detailed planning at a local or neighborhood level will be necessary in some instances to supplement the recommendations in this Regional Comprehensive Plan.
- **Monitoring.** Data and analysis used to monitor housing, population, economic, and other regional trends will need to be coordinated among multiple agencies.

Timing

An estimated timeframe is provided for each initiative:

- **Near-term.** These initiatives are planned for completion within one- to three-years of Regional Comprehensive Plan adoption, and in some instances are already underway.
- **Ongoing.** These initiatives are performed on a recurring basis and are listed with their associated timeframe as applicable (i.e., annually, as-needed, etc.)

Relationship to Regional Comprehensive Plan

Guiding principles and goals that are directly supported by each initiative are referenced where applicable. However, many of the initiatives are cross-cutting in that they will help advance multiple aspects of the Regional Comprehensive Plan.

Regional Initiatives

Initiatives/Related Goals	Responsibility	Type
Near-term		
Develop an intergovernmental agreement regarding future growth in the unincorporated areas to support the consistent application of criteria for major projects as established in Section 3: Regional Development Plan. *(Directly supports Guiding Principle 6)*	Lead: City and County Partner(s): Service providers	Regional planning
Integrate fiscal impact modeling into review of major projects (as defined by this Regional Comprehensive Plan) *(Directly supports Goal 6.1)*	Lead: County Planning and Development Department, City Planning and Community Development Department Partner(s): Pueblo Regional Building Department, Pueblo County departments, City of Pueblo departments	Local plans and policies
Ongoing or Currently Underway		
Improve broadband access *(Directly supports Policy 3.2.2)*	Lead: Service Providers Partner(s): City, County, and Pueblo West	Regional planning
Support regional marketing efforts like Choose Pueblo *(Directly supports Goal 4.1, Goal 4.4, Policy 5.1.4, and Goal 5.2)*	Lead: City and County Partner(s): Other regional partners	Regional planning
Coordinate planning for decommission of the Pueblo Chemical Depot and redevelopment of PuebloPlex site *(Directly supports Policy 2.5.2, Goal 5.1, and Policy 6.2.5)*	Lead: County Planning and Development Department, City Planning and Community Development Department Partner(s): Pueblo County departments, City of Pueblo departments, other regional partners	Regional planning
Coordination on Pueblo Means Business initiative and plans for a regional development services center *(Directly supports Goal 5.5)*	Lead: Pueblo County Partner(s): City, Pueblo West, Regional Building	Regional planning
Coordinate on implementation of One Pueblo (highlight specifics that support the guiding principles outlined in this plan) *(Directly supports Goal 5.2)*	Lead: PEDCO Partner(s): County, City, and other regional partners	Regional planning
Work with state, regional, and local partners on funding, planning, developing, and maintaining regional trail networks like the Fountain Creek Trail, Arkansas River Trail, and Front Range Trail *(Directly supports Policy 4.2.4 and Policy 4.2.5, Goal 7.1, Policy 7.3.2)*	Lead: County Planning and Development Department, City Planning and Community Development Department Partner(s): Pueblo County departments, City of Pueblo departments, other regional partners	Regional planning

County Initiatives

Initiatives/Related Goals	Responsibility	Type
Near-term		
Update development code to: • Modernize districts and uses to expand flexibility/provide more tailored guidance as appropriate in different parts of the County • Update development standards to address compatibility issues/incorporate various targeted amendments that have been recently completed • Incorporate standards and incentives to promote sustainable development practices (e.g., building and site design, landscaping) *(Directly supports Goals 1.1, 1.2, 1.3, 6.1, 6.2, 6.3, and 6.4)*	Lead: County Planning and Development Department Partner(s): County Public Works Department, Pueblo West Community Development Department	Regulatory revisions
Formalize and expand support for agricultural protections: • Establish a dedicated staff position with a focus on agricultural outreach, education, advocacy, food systems (access, security, urban agriculture, food policy), conservation strategies, and management of TDR/PDR program (if pursued) • Explore creation of TDR/PDR program or other conservation programs as part of development code update • Continue to explore concepts presented by Palmer Land Conservancy for Bessemer Ditch water usage/transfer strategies in collaboration with Pueblo Water, the City of Pueblo, area producers, and other stakeholders • Expand awareness of available programs and incentives (e.g., State initiatives such as Agricultural Workforce Development Program and Beginner Farmer Program) *(Directly supports Goals 2.1, 2.2, 2.3, 2.4, 2.5, and Policy 6.3.2)*	Lead: County Planning and Development Department Partner(s): City, conservation organizations and other agricultural stakeholders	Regulatory revisions
Update regional transportation model to incorporate updated Future Land Use Plan *(Directly supports Policy 7.1.1)*	Lead: PACOG, County Planning and Development Department Partner(s): County Public Works Department	Regional planning
Expand data layers available through County's mapping portal to aid in review of compatibility and siting considerations for future development (e.g., solar projects, prime agricultural land, crops, conservation easements) *(Directly supports Policies 5.5.2, 6.1.1, and 7.4.4)*	Lead: County Planning and Development Department Partner(s): County Information Technology Department	Local plans and policies
Ongoing		
Secure matching funding necessary to complete the extension of Joe Martinez Boulevard as an alternate connection between Pueblo West and the City of Pueblo (?) *(Directly supports Policies 7.1.5 and 7.3.2)*	Lead: County Planning and Development Department Partner(s): County Public Works Department, City Planning and Community Development Department, Pueblo West Public Works Department, Pueblo West Parks and Recreation Department	Regional planning

City Initiatives

Initiatives/Related Goals	Responsibility	Type
Near-term		
Consolidate and update land use and subdivision regulations as part of a Unified Development Code with a focus on: • Modernizing districts and uses to expand opportunities for housing and mixed-use development • Updating development standards to address considerations of larger residential projects, infill compatibility, density transitions, screening, etc. • Tailoring requirements to fit different development contexts with in the City and reduce non-conforming uses (e.g., residential design standards) • Incorporating standards and incentives to promote sustainable development practices (e.g., building and site design, landscaping) *(Directly supports Goals 1.1, 1.2, 1.3, 6.1, 6.2, 6.3, and 6.4)*	Lead: City Planning and Community Development Department Partner(s): City of Pueblo departments	Regulatory revisions
Explore development of new mechanisms and tools that can help fund infrastructure needed to support new development. Evaluate the feasibility and need for tools such as impact fees to ensure new development can be supported. *(Directly supports Policy 6.1.7)*	Lead: City Public Works Department Partner(s): City Planning and Community Development Department	Regulatory revisions
Prepare a Subarea Plan for Downtown Pueblo to provide more tailored guidance regarding the overall mix of uses; extent and intensity of development desired in different parts of Downtown; the identification of catalyst sites; active solicitation of opportunities for those sites, and a strategic plan guiding public, private, and partner investments, roles/responsibilities, and actions. *(Directly supports Policies 1.1.7, 4.4.5, and 6.2.1)*	Lead: City Planning and Community Development Department Partner(s): City of Pueblo departments	Planning
Prepare a subarea plan for East Pueblo with a focus on increasing reinvestment and access to goods and services. (i.e., attracting food stores to the area). *(Directly supports Goals 3.2 and 3.3)*	Lead: City Planning and Community Development Department Partner(s): City Housing and Citizen Services Department, City Parks and Recreation Department, City of Pueblo departments	Planning
Prepare a Highway 50 and I-25 Redevelopment Plan to establish a strategy for redevelopment in this area. *(Directly supports Goals 6.1 and 6.2)*	Lead: City Planning and Community Development Department Partner(s): City of Pueblo departments	Planning
Identify high-priority neighborhoods for historic preservation based on level of historic quality and risk of resident displacement *(Directly supports Goal 1.2 and Goal 4.1)*	Lead: City Planning and Community Development Department Partner(s): City of Pueblo departments	Planning

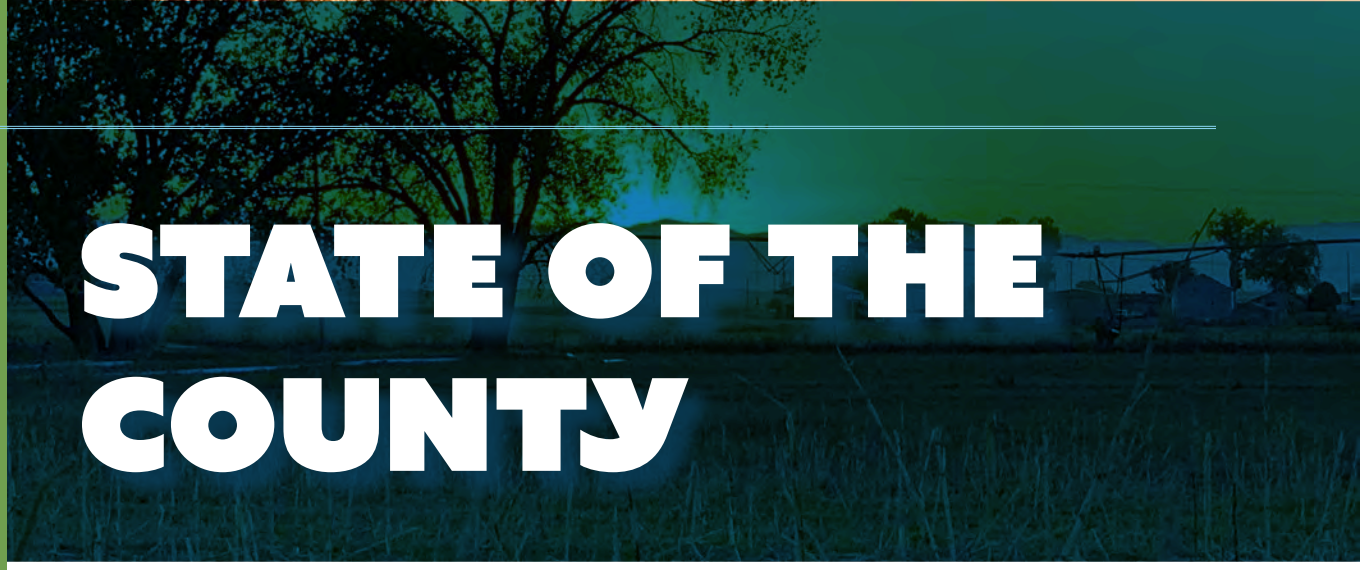
Initiatives/Related Goals	Responsibility	Type
Update the Parks and Recreation Plan to establish priorities for maintaining existing infrastructure, expanding parks and services, and ensuring equitable access to recreation amenities *(Directly supports Goal 3.3 and Goal 7.4)*	Lead: City Planning and Community Development Department Partner(s): City of Pueblo departments	Planning
Ongoing		
Support efforts of the Neighborhood Stabilization Program to purchase, rehabilitate, and develop affordable housing *(Directly supports Goal 1.1, Goal 1.2, and Goal 1.3)*	Lead: City Planning and Community Development Department Partner(s): City of Pueblo departments	Local plans and policies

Pueblo West Initiatives

Initiatives/Related Goals	Responsibility	Type
Near-term		
Collaborate with Pueblo County on updates to County zoning and development standards to support desired land use patterns in Pueblo West. *(Directly supports Goals 1.1 through 1.6, and Goals 6.1 and 6.2)*	Lead: County Planning and Development Department Partner(s): County Public Works Department, Pueblo West Community Development Department	Regulatory revisions
Continue to pursue a variety of strategies that increase the feasibility of development on lots owned by PWMD and encourage new development, including, but not limited to—proactive rezoning, consolidation of lots, strategic sales, and infrastructure enhancements. *(Directly supports Goals 1.5 through 1.7, 3.1 through 3.4, 3.6, and 6.3)*	Lead: Pueblo West Community Development Department Partner(s): Pueblo County Public Works Department	Local plans and policies
Actively participate in ongoing planning for the future extension of Joe Martinez Drive east to West 24th Street to help alleviate congestion along Highway 50 and provide an alternate route between Pueblo West and Downtown Pueblo *(Directly supports Goals 1.1, 1.2, and 1.4)*	Lead: County Planning and Development Department Partner(s): County Public Works Department, City Planning and Community Development Department, Pueblo West Public Works Department, Pueblo West Parks and Recreation Department	Regional planning
Ongoing		
Develop a strategy or mechanisms for funding of new roadway development or repair of existing roadways through use of special assessment districts. Use localized funding approaches to allow for multiple lots to be provided access through joint funding of street extension or repair. Focus on non-paved roads and roads not accepted for county service. *(Directly supports Goals 1.1 through 1.6, and 6.1 through 6.3)*	Lead: Pueblo West Public Works Department Partner(s): Pueblo County Public Works Department	Regulatory revisions

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX A



STATE OF THE COUNTY

The State of the County report was an interim work product prepared as part of the Regional Comprehensive Plan process. The report contains three sections:

Setting the Stage. As a foundation for the sections that follow, this section provides an overview of demographic and socioeconomic data and trends for Pueblo County.

Focus Areas. This section explores current conditions and trends, issues and opportunities, and related plans and studies specific to five focus areas that emerged as major topics for discussion during initial meetings with project stakeholders in late 2020. These focus areas include:

- Infrastructure and Services
- Growth and Development
- Economic Base
- Communities and Neighborhoods
- Community Assets

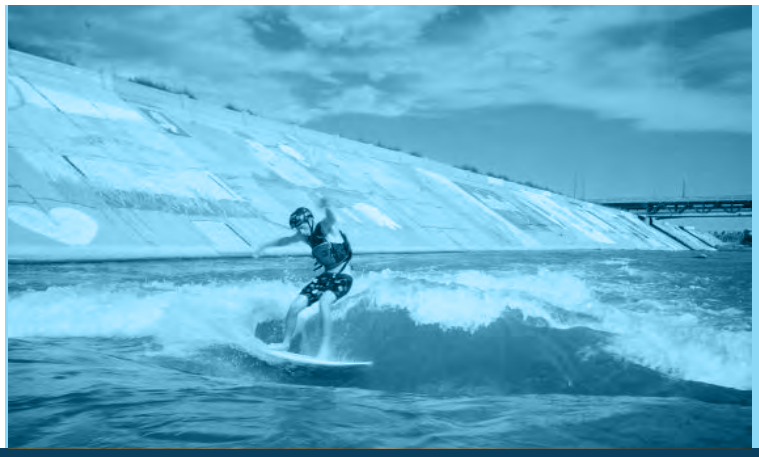
Key Policy Choices. This summary section highlights key policy choices that were explored as part of the Regional Comprehensive Plan process, in response to identified trends, current policies, and existing conditions in each focus area.

Data in this report is intended to be updated from time to time.









STATE OF THE COUNTY REPORT

Pueblo Regional Comprehensive Plan

July 2021

Updated Dec. 2021

YOUR PLAN YOUR PUEBLO

CONTENTS

ABOUT THIS REPORT 167

Background 169
Project Timeline 169
Purpose and Organization 170

SETTING THE STAGE 171

Population 173
Demographics 176

FOCUS AREA 1: INFRASTRUCTURE AND SERVICES 179

Water and Wastewater 181
Water Quality Management 185
Energy 187
Broadband Coverage 189
Transportation 189
Key Considerations for the Regional Comprehensive Plan 194
Focus Area 2: Growth and Development 197
Pueblo County 199
City of Pueblo and Future Growth Areas 203
Pueblo West 207
Colorado City 211
Development Trends: Pueblo County 215
Forecast Growth and Development Demand: Pueblo County 217
Future Development and Land Capacity 220
Key Considerations for the Regional Comprehensive Plan 223

FOCUS AREA 3: ECONOMIC BASE 225

Primary Employment Sectors 227
Educational Attainment 228
Employment Trends 229
Incentive and Economic Development Programs 231
Economic Development Partners and Efforts 233
Key Considerations for the Comprehensive Plan 235

FOCUS AREA 4: NEIGHBORHOODS AND COMMUNITIES 237

Household Composition 239
Housing Stock Characteristics 240
Housing Access and Affordability 244
Key Considerations for the Regional Comprehensive Plan 248

FOCUS AREA 5: COMMUNITY ASSETS249

Education 251
Farms and Ranches 253
Outdoor Recreation 255
Historic and Cultural Resources 258
Arts and Culture and Events 260
Tourism 260
Key Considerations for the Comprehensive Plan 262

KEY POLICY CHOICES 263

Focus Area 1: Infrastructure and Services 265
Focus Area 2: Growth and Development 266
Focus Area 3: Economic Base 267
Focus Area 4: Neighborhoods and Communities 268
Focus Area 5: Quality of Life 269

ENDNOTES 271

ABOUT THIS REPORT







BACKGROUND

Pueblo County—in partnership with the City of Pueblo, Pueblo West, the towns of Boone and Rye, and the unincorporated communities—is conducting a major update of the Region's Comprehensive Plan for the first time since 2002.

The Regional Comprehensive Plan process provides an opportunity to explore what is working well in Pueblo County and to identify what improvements are needed for the future. The updated plan will serve as a policy guide to help inform future decisions related to growth and development in Pueblo County.

This process also provides an opportunity to build upon the numerous recent and ongoing efforts and initiatives underway in the region, many of which are highlighted throughout this report.

PROJECT TIMELINE

The Regional Comprehensive Plan process kicked off in late 2020 and is anticipated to be complete in early 2022. Opportunities for stakeholder and community input will be provided at key points during the process, as illustrated on the diagram above.



PURPOSE AND ORGANIZATION

This State of the County report is provided to help build shared understanding of where we are today, and where we will be in the future based on current trends, and to help frame the questions that need to be considered as part of the Regional Comprehensive Plan process. The report contains three sections:

Setting the Stage. As a foundation for the sections that follow, this section provides an overview of demographic and socioeconomic data and trends for Pueblo County.

Focus Areas. This section explores current conditions and trends, issues and opportunities, and related plans and studies specific to five focus areas that emerged as major topics for discussion during initial meetings with project stakeholders in late 2020. These focus areas include:

- Infrastructure and Services
- Growth and Development
- Economic Base
- Communities and Neighborhoods
- Community Assets

Current and future conditions in these five focus areas are closely inter-related. As the Regional Comprehensive Plan process progresses, key choices in each area will need to be evaluated based on whether they will support—or potentially hinder—Pueblo County's desire for a sustainable and resilient future. This report highlights the social, economic, and environmental factors that must be considered as goals and policies are made.

Key Policy Choices. This summary section highlights key policy choices that will need to be explored as part of the next steps in the Pueblo County Regional Plan process, in light of identified trends, current policies, and existing conditions in each focus area.

SETTING THE STAGE





Pueblo County encompasses 1,509,127 acres (2,358 square miles)—only slightly smaller than the state of Delaware. Primary population centers in the County include the City of Pueblo, the unincorporated metro districts of Pueblo West and Colorado City, and the towns of Boone and Rye. Metro districts are service districts permitted by an act of the Colorado Legislature to provide municipal services such as street improvements, fire protection, recreation, and water and sewer services. They do not have the power to provide police services or zoning and subdivision. Pueblo County provides these services to residents of the unincorporated metro districts.

Data and information in this section is generally broken out for Pueblo County, the City of Pueblo, and (where available) for Pueblo West.

POPULATION

Description	2000	2010	2019	2000-2019[1] Total	Ann. #	Ann. %
Pueblo	102,121	106,881	112,251	10,130	533	0.5%
Rye	202	153	160	-42	-2	-1.2%
Boone	329	340	359	36	2	0.6%
Unincorp. Area						
Pueblo West	16,996	27,854	31,849	14,853	782	3.4%
Colorado City	1,993	1,384	2,347	354	19	0.9%
Rest	20,166	22,884	21,144	978	51	0.2%
Unincorp. Area Total	39,155	52,122	55,340	16,185	852	1.8%
Pueblo County	141,854	159,496	168,110	26,256	1,382	0.9%
Colorado	4,338,785	5,050,332	5,763,976	1,425,191	75,010	1.5%

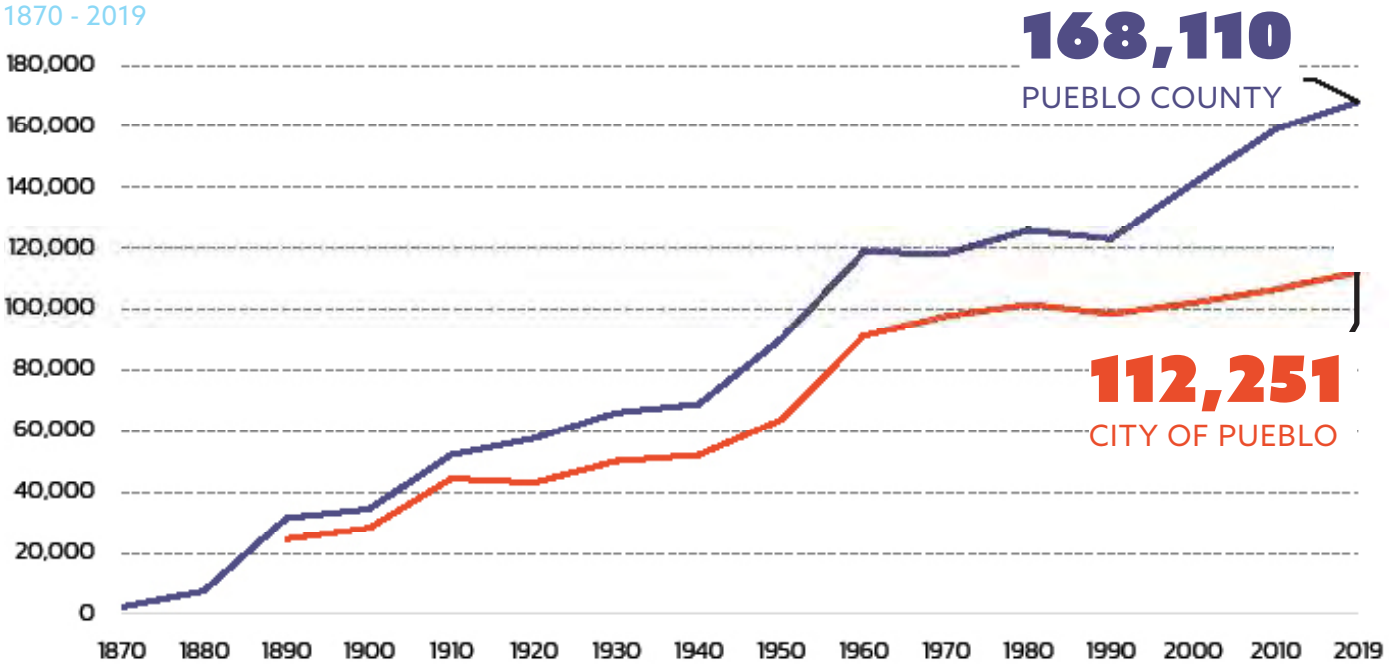
Population 1870 - 2019

In 2019, Pueblo County has 168,110 residents, approximately two-thirds of whom reside within the City of Pueblo. Over time, the City accounts for a decreasing share of Pueblo County's population, as Pueblo West captures a greater share of population growth. Overall, the County has been adding 9,047 new residents per year since 2010.

168,110
PUEBLO COUNTY POPULATION

.9%
ANNUAL GROWTH RATE

Pueblo City and County Population[2]
1870 - 2019



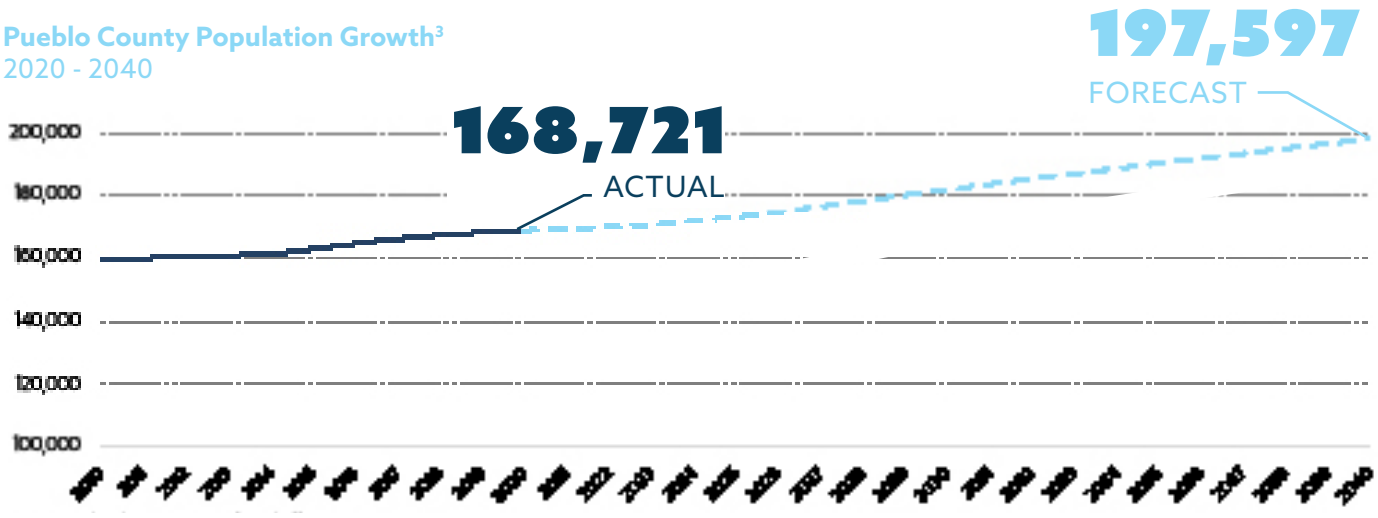
Current Population

There are 168,110 residents in Pueblo County in 2019. Of those, 112,251 (67 percent) live in the City, and 55,340 (33 percent) live outside City limits. Pueblo West is the fastest growing area in the County, increasing annually by 3.4 percent, while the City grows at 0.5 percent annually. Colorado City is growing at a rate of.9 percent per year, while other small, outlying communities in the County have maintained their populations without growing larger. Taking all communities into account, the County's overall rate of growth between 2000 and 2019 has been 0.9 percent.

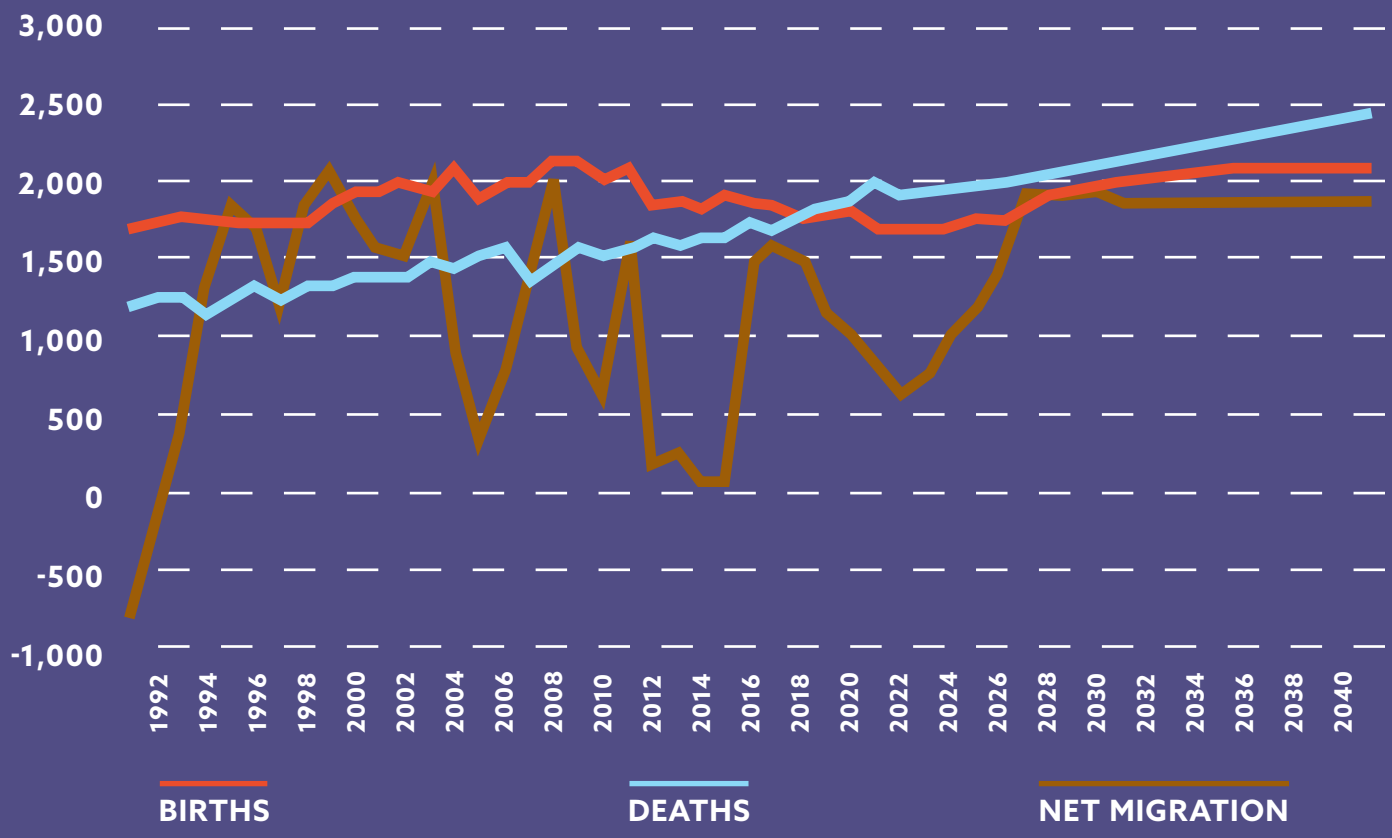
Population Forecast

From 2020 to 2040, the County's rate of growth is anticipated to continue at a steady rate, similar to the rate of increase between 2000 to 2019. Overall, the County will add approximately 29,000 new residents by 2040. This is 1,462 new residents per year, or an annual growth rate of 0.8 percent.

Pueblo County Population Growth[3]
2020 - 2040



Pueblo County Births, Deaths, and Migration[4]
1990 - 2040

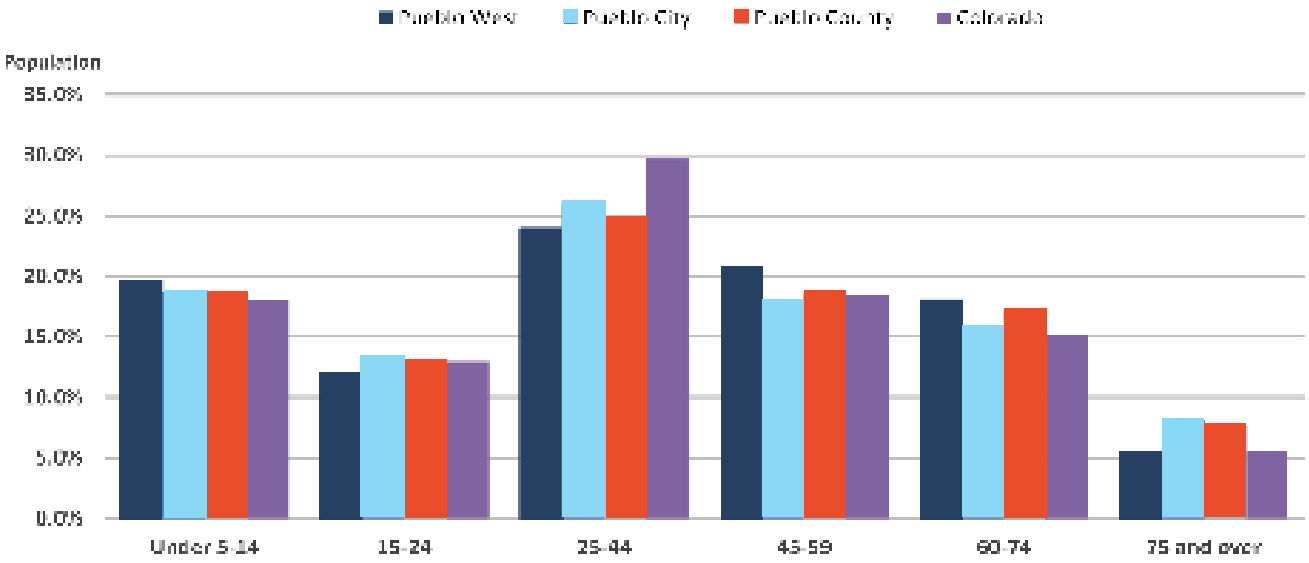


FACTORS DRIVING PUEBLO COUNTY'S GROWTH TRENDS

The County's rate of births has held relatively steady over the time frame from 1990 to 2020. The rate of deaths began to outpace births in 2016, and is projected to increase between 2020 and 2040. Migration has varied significantly over the time frame, dependent in part on economic cycles. Projected growth in the County is anticipated as a result of new residents moving into the area, which counterbalances the rate of births being lower than the rate of deaths.

DEMOGRAPHICS

Age Distribution by Population, 2019[5]



Age

The County's median age is 39.3 years. This is slightly lower in the City, at 37.7 years, and slightly higher in Pueblo West, at 40.4 years. The largest cohort is adults, 25-44, and the smallest is adults, 75 and over. The number of residents in the County under the age of 25 has decreased since 2010, and comprises 12-14 percent of the population, while the number of 60-74-year-old is the fastest growing segment of the population, increasing 3.5 percent annually.

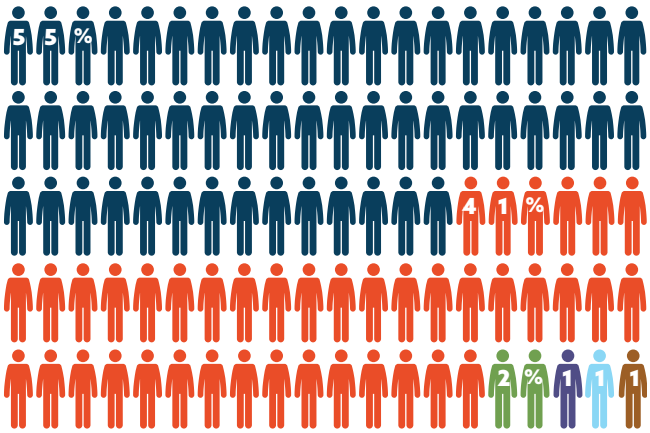
Racial/Ethnic Composition

Between 2010 and 2019, Pueblo County grew more diverse, with an increase of residents in both the City of Pueblo and Pueblo West identifying as Hispanic or Latino.

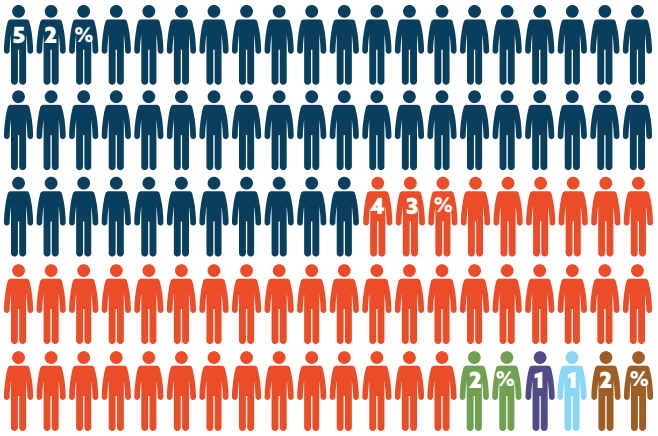
This increase in minority population is most pronounced in the City of Pueblo—already a majority minority community in 2010, when 52 percent of residents identified as minority or mixed-race. In 2019, that percentage has risen to 56, with Hispanic or Latino residents alone accounting for 51 percent of the City's population (up from 48 percent in 2010).

Though Pueblo West also saw a three percent increase in Hispanic or Latino residents, from 23 to 26 percent, it remains majority white, with 69 percent of residents describing themselves as White alone.

Race/Ethnicity Pueblo County, 2010[6]



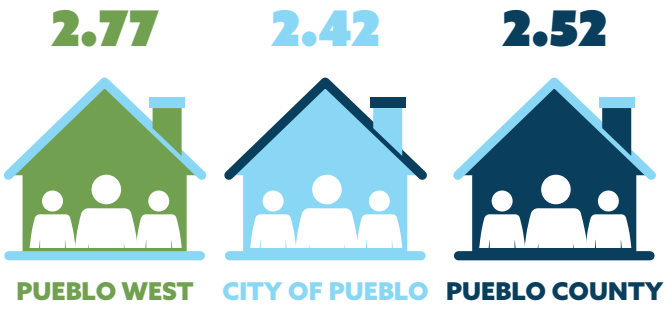
Pueblo County, 2019[7]



Household Size

In 2019, the average household size in Pueblo County is 2.52 people per household. Household size in the City is slightly smaller, with 2.42 people per household, while in Pueblo West the average household size is greater at 2.77 people per household. Household size did not change significantly in any jurisdiction between 2010 and 2019.

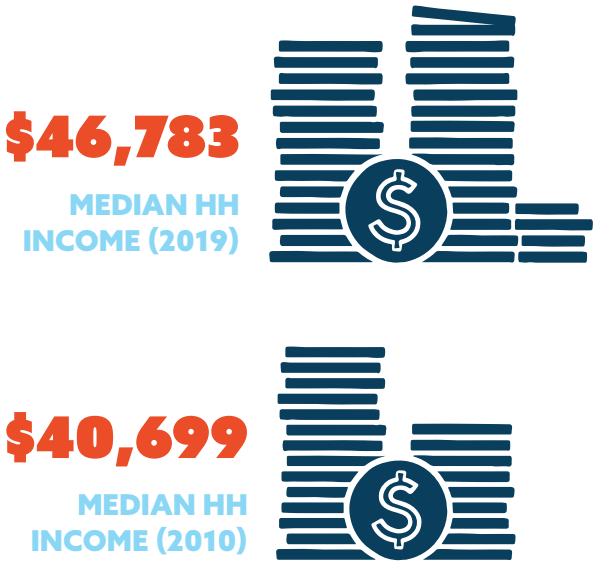
Average Household Size, 2010 and 2019



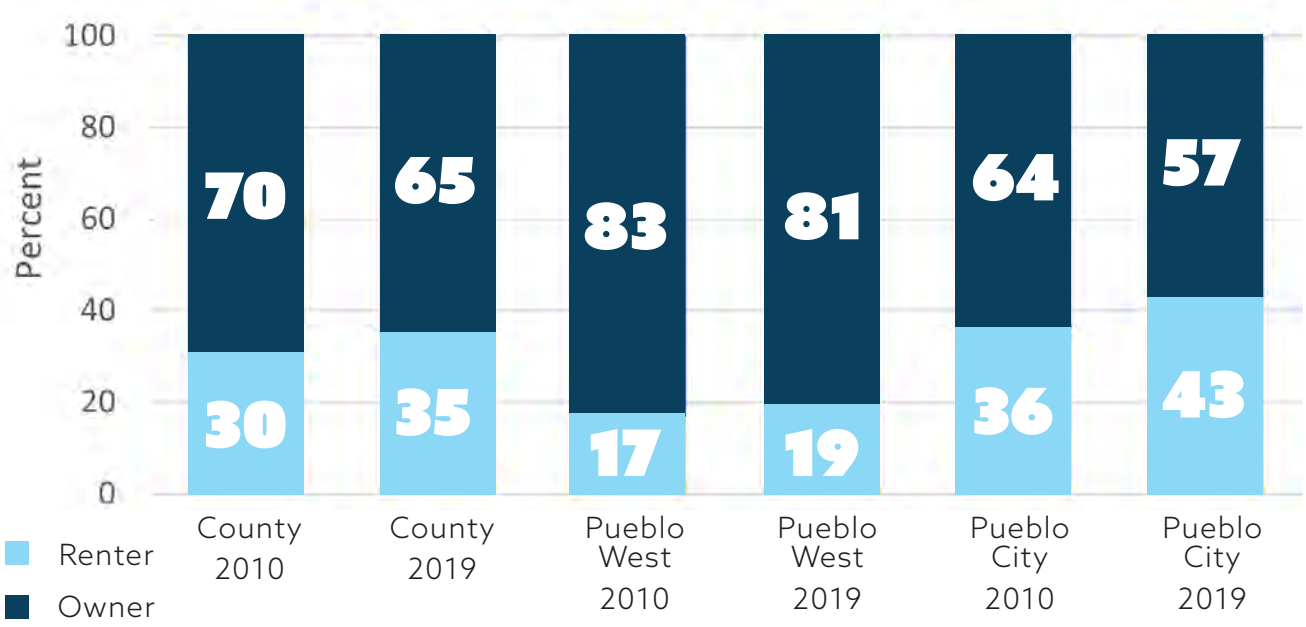
Median Income

The County's median household income in 2019 is $46,783. This is an increase of 15 percent over 2010, when the County-wide median income was $40,699. In both 2010 and 2019, the median in Pueblo West remained higher than the County wide median, which in turn has been higher than the City median. Pueblo West median income increased the most over the time period, rising 21 percent from $59,068 in 2010 to $71,553 in 2019. In the City, the 2010 median increased 18 percent, from $34,323 to $40,450 in 2019.

Pueblo County Median Income, 2010 and 2019[8]



Homeowners and Renters by Jurisdiction[9]
2010 and 2019



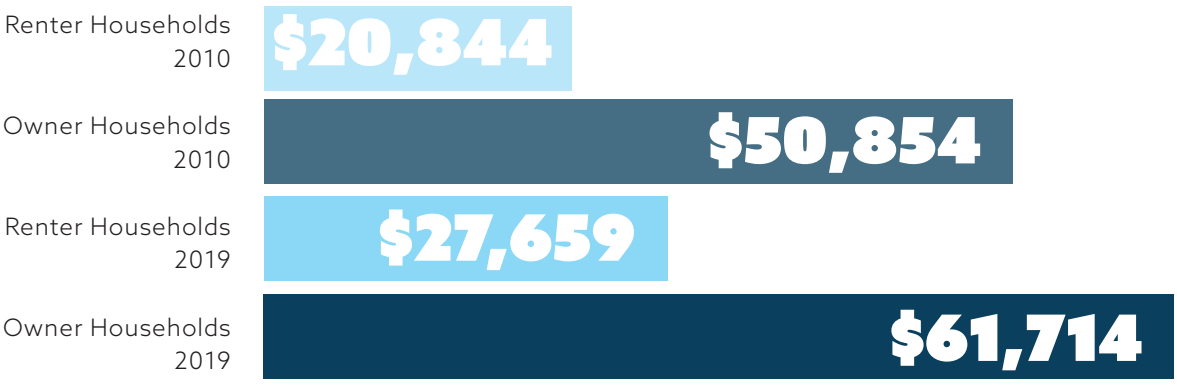
Household Tenure

In all jurisdictions, the rate of homeownership versus rental has declined from 2010 to 2019. Pueblo West has maintained the highest rate of ownership at 81 percent – well above the rate for Colorado as a whole at 65 percent. In 2019, this rate is only a slight decline from the 2010 rate of ownership, which was 83 percent. By contrast, the City of Pueblo's home ownership rate lags the state by 8 percent (57 percent for the City), and has declined by seven percent from 2010 to 2019. At a County level, the trends are the same: a decline in ownership levels between 2010-2019, at a rate between that of the City and Pueblo West.

Household Income by Tenure, 2010 and 2019

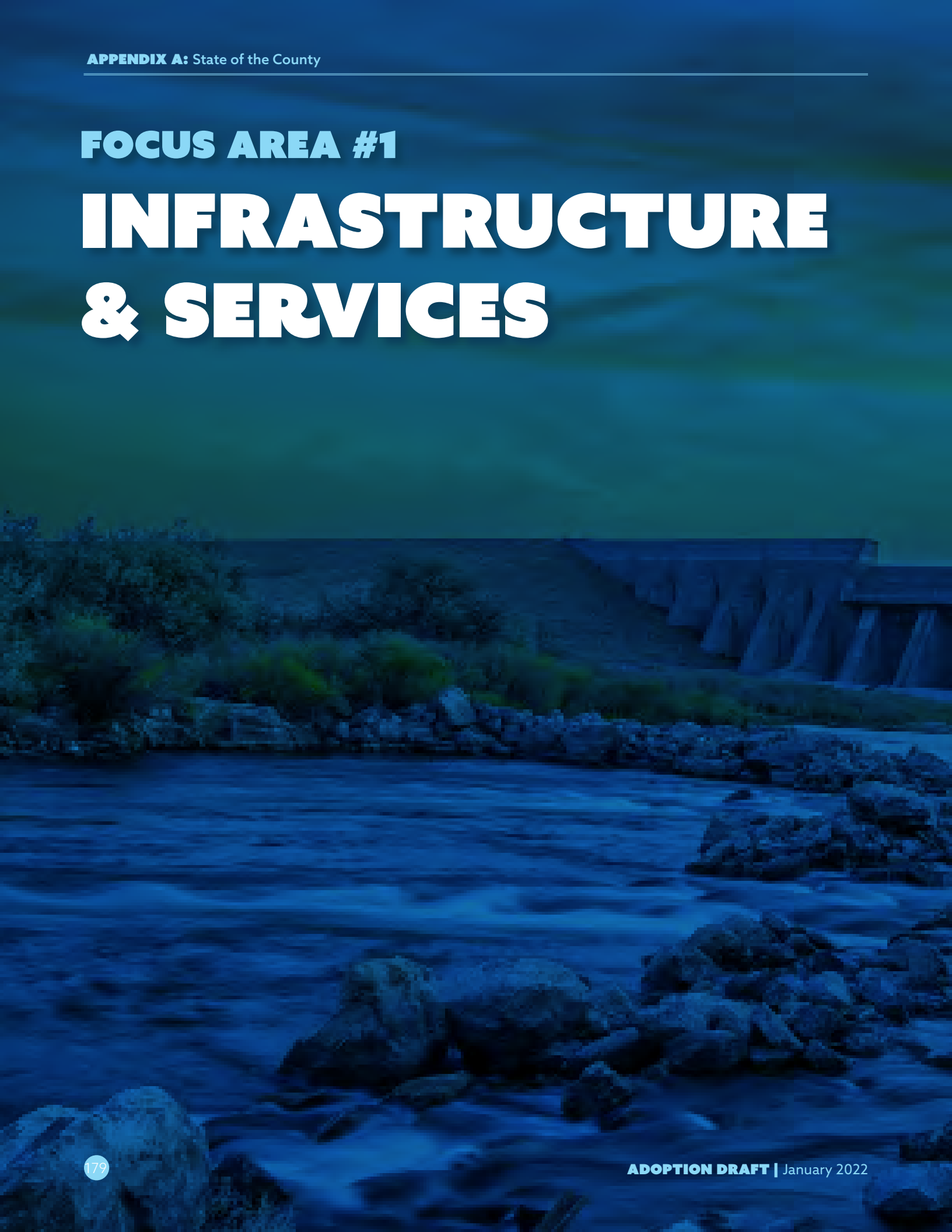
A persistent income disparity exists in all jurisdictions between the median income for renter households, and the median income for homeowners. At the County level in 2010, the median income for renters was $30,010 less than that of homeowners, and that disparity increased to $34,055 in 2019. This discrepancy in renter median income versus homeowner median income increased in all jurisdictions from 2010 to 2019, where it is now a difference of $30,208 per year in the City, and $30,728 per year in Pueblo West.

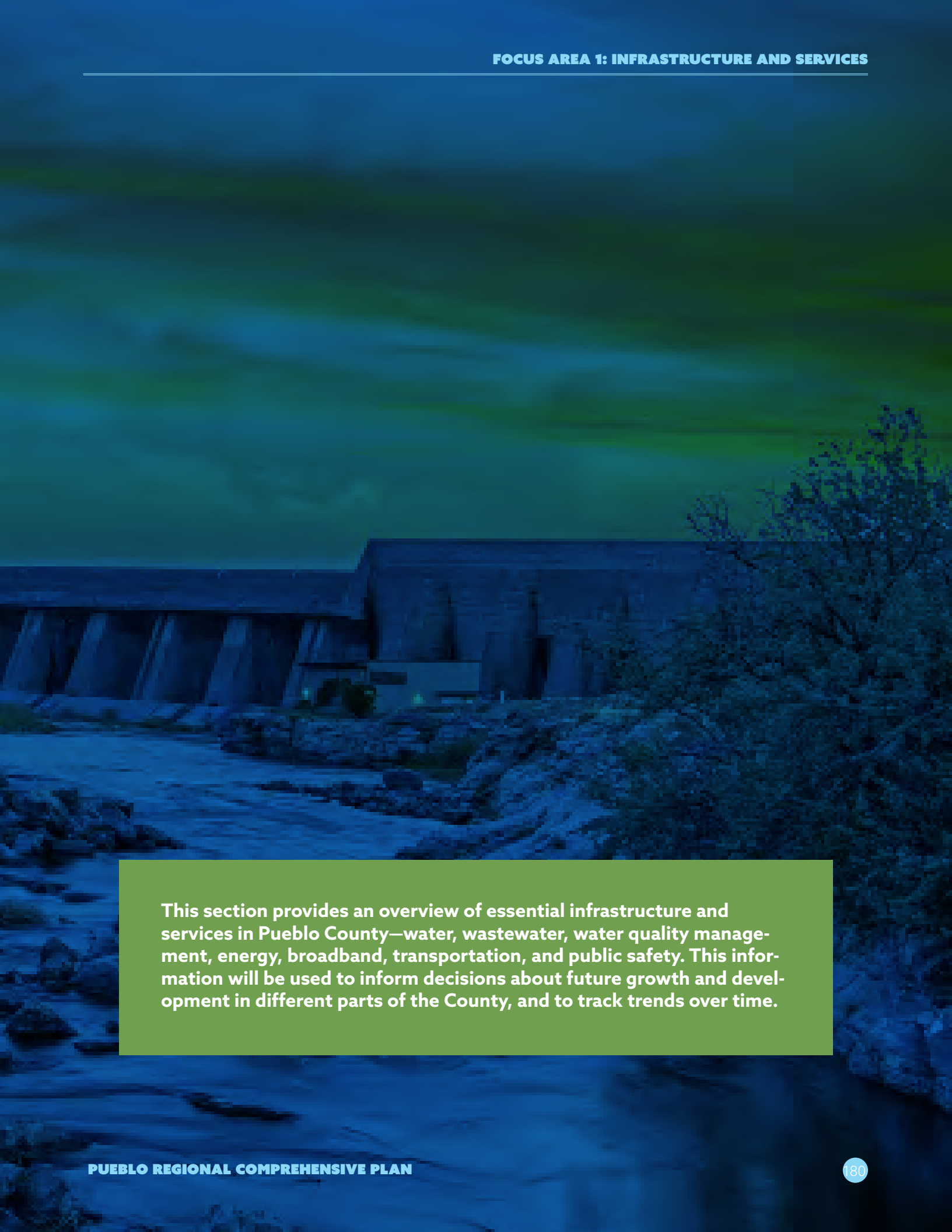
Pueblo County Median Income by Tenure[10]
2010 and 2019



FOCUS AREA #1

INFRASTRUCTURE & SERVICES





This section provides an overview of essential infrastructure and services in Pueblo County—water, wastewater, water quality management, energy, broadband, transportation, and public safety. This information will be used to inform decisions about future growth and development in different parts of the County, and to track trends over time.

WATER AND WASTEWATER

Pueblo County residents are currently served by seven individual water service districts, some of which also provide wastewater service. Residents outside these service districts typically rely on individual wells and septic systems. A brief overview of each provider's service area, current and projected service levels, and usage parameters is summarized below.

City of Pueblo

Water[11-12]

The Pueblo Board of Water Works (Pueblo Water) provides domestic water service to approximately 68% of Pueblo County's population.

Service Area. Pueblo Water's service area generally aligns with the City of Pueblo limits.

Current and Projected Service Levels. In 2018, Pueblo Water provided service to 112,000 people through 40,027 taps, and projected the ability to serve a population of 300,000. Pueblo Water obtains supply from several sources, and possesses very senior rights dating back to the late 1800s on many of these sources. Additionally, in 2009, Pueblo Water purchased a 28 percent share of the water in the Bessemer Irrigation Ditch. Water Court approval was obtained in 2019, but there are additional steps that need to be taken prior to the water being available for municipal use - re-vegetation and dry-up of the historically irrigated land. It is anticipated that the 28% share of Bessemer Ditch water will continue to be used for irrigation until it is needed in the City.

Current and Projected Water Use. Demand decreased over the past decade due to conservation efforts and increased use of water-efficient appliances. However, Pueblo Water anticipates an increase in demand over the 20-year planning horizon as a result of population growth and the effects of climate change. The extent of increased demand as a result of climate change is difficult to predict, but is related to both the possible rise in temperature and a decrease in precipitation levels. Even accounting for a measure of increased demand, Pueblo Water projects sufficient supply to support new development. Pueblo Water is in the process of creating a Water Conservation Plan (currently under review) to identify ways to offset anticipated increases in demand.

Water Demand in Acre Feet, 2019[13]

Sector	Pueblo Water	Pueblo West
Agriculture	20K	--
Industrial	12K	--
Municipal/Residential SF	12.6K	3.2k
Municipal/Residential MF	2.4K	153
Municipal/Commercial	7.5K	658
Irrigation of parks and other public spaces	3K	--

Gallons per capita water demand, 2019[14]

	Pueblo Water	Pueblo West
Residential	122	--
System wide	207	158
% Target for Conservation	TBA	7% of 158

Distribution System. The extent of the existing distribution system does not correspond with the larger boundaries of the service area. This may act as a constraint to development in areas not yet served by the system, and expansion is costly. Further, any possibility of expanding the system must be balanced against the on-going expense of repairing and replacing the existing, aging mains.

Water Quality.[15] Pueblo Water routinely monitors for contaminants in the drinking water system in accordance with federal and state laws. The most recent reporting period showed no violations, significant deficiencies, or formal enforcement actions.

Stormwater[16]

The City of Pueblo Stormwater Utility Division is responsible for providing services necessary to meet the requirements of the Clean Water Act and to implement all required provisions of the National Pollutant Discharge Elimination System (NPDES) Phase II Program. The Division also conducts education and outreach programs design to raise awareness about run-off issues and surface water pollution prevention.

Wastewater[17]

The City of Pueblo Wastewater Department is responsible for collection and treatment of sanitary sewage within the City limits of Pueblo.

Capacity. The James R. Dilorio Water Reclamation Facility treats wastewater generated in homes, businesses, and industries throughout the City of Pueblo. In addition, sanitary wastes from the Blende, Salt Creek, and St. Charles Mesa sanitation districts as well as from septic tanks throughout Pueblo County are treated at the facility. Currently, the Facility is operating at 59 percent of its wastewater treatment and processing capacity. The need to expand capacity is not anticipated based on growth projections through 2040.

Treatment and Processing System. Ongoing improvements to the City's Water Reclamation Facility are being initiated to eliminate obsolete and aging infrastructure, and to decrease the quantity of selenium and sulfate discharged from the processing plant. Both of these substances are cited as impairing water bodies in the region's watershed.

Pueblo West Metro District[18]

Water

Service area. The Pueblo West Metro District (PWMD) water service area encompasses an area of approximately 31,000 acres, largely aligned with the PWMD's boundaries.

Current and Projected Service Levels. As of 2021, the PWMD provided 12,490 taps, approximately 68 percent of full build out (full build out projected at 18,373 taps). In projections over a 20-year time period (2016-2036), the PWMD anticipated having supply to serve new development at a projected rate of growth of 1.5 percent per year. Although the supply is projected to be sufficient for this rate of growth, two constraints may nevertheless limit new development.

Current and Projected Water Use.[19] Current supply would not be adequate to serve the PWMD at full build out, with a projected shortage of 800 acre feet per year, possibly by 2041. Any entity looking to develop the excluded lots would be responsible for obtaining additional water rights to augment the available District water supply and meet the demand created by the inclusion of the newly developed taps. Because the PWMD has limited opportunity to increase supply by obtaining new water rights, a Water Conservation Strategy was implemented in 2012 and updated in 2020. The Conservation program goal is to reduce demand by 9.9 percent between 2018 and 2038, an amount that would be adequate to cover the projected shortfall.

Distribution System. Expanding the existing distribution system is costly, and the ten-year Capital Improvements Projects plan allots limited funds for the extension of mains.

Wastewater[20-21]

Capacity. The PWMD's wastewater treatment facility is currently operating at 76 percent of its capacity.

Treatment and Processing System. To account for projected population growth over the next 20 years, the PWMD has begun planning for a $15 million expansion of its facilities from 2025 to 2030. In addition to greater processing capacity, the upgrade will enable the plant to comply with more stringent regulations regarding effluent discharge limits. The PWMD also recently brought 106 lots previously operating on-site wastewater treatment systems in the States Avenue development onto the municipal system, an expansion that will also accommodate further build out in this development.[22]

Colorado City Metro District

Water[23-24]

Service Area. The Colorado City Metro District (CCMD) water service area encompasses 8,017 acres, largely aligned with the District's boundaries.

Current and Projected Service Levels. In 2014, the CCMD was serving 1,005 connections. At that time, the peak demand from those connections was one fifth of the available supply, indicating sufficient capacity to support further growth in the area. However, in October 2020, the CCMD was losing up to 50 percent of its supply to leakage and aging infrastructure, causing it to turn to pumping groundwater from wells. Until funding for upgrades to the CCMD's delivery infrastructure is secured, and upgrades are completed, growth potential is limited.

Source Water Protection. The CCMD draws its water from Greenhorn Creek (as does the Town of Rye, with 100 connections), Cold Spring, and five groundwater intakes. In 2014, the CCMD and the Town of Rye worked with stakeholders to develop the Greenhorn Valley Source Water Protection Plan. The Plan identifies potential sources of source water contamination and identify strategies to protect the health of the water supply.

Wastewater[25]

Capacity. The CCMD has reached the limits of its capacity to treat wastewater, necessitating immediate initiation of construction to expand capacity. Operating at close to 100 percent capacity puts the plant at risk of exceeding its effluent discharge permit limits.

T**reatment and Processing System.** PACOG projects that if construction of expanded capacity is not complete within three to four years (by 2024), the Colorado Department of Public Health & the Environment may prevent the CCMD from offering new taps, which could prove a serious constraint to any growth or expansion, particularly on subdivided lots that are not large enough to allow an on-site wastewater treatment system.

St. Charles Mesa Water District[26]

Service Area. The St. Charles Mesa Water District (SCMWD), established in 1963, covers two service zones encompassing 65 square miles, with water drawn primarily from the Bessemer Irrigation Ditch and the Arkansas River. Zone 1 is east of Pueblo City limits, and south of highway 50. Its western boundary is just west of Aspen Lane, and it extends to the east past Wheeler Lane. (Avondale is not included in the service area.) The SCMWD added Zone 2 in 1999, by absorbing the Huerfano Water District.

Current and Projected Service Levels. The District serves approximately 11,000 residents through 4,320 taps. Though 95 percent of the taps serve residential uses (3,853 of the total), the largest users of water are institutional customers, including the School District, which uses water for irrigation of lawns. Requests for new service in Zone 1 are required to provide shares in the Bessemer Ditch sufficient to cover anticipated use, or purchase sufficient shares from the District's Water Bank. Instituted in 2006, the Water Bank held 500 shares, and potential new residential customers without existing rights could buy one share to connect to the St. Charles system (connection requests for non-residential uses would likely require the purchase of more than one share per connection). Since 2006, the District has sold approximately 70 shares, leaving 430 remaining in the bank to accommodate new connections in the service area. In 2009, the amount of available water was greater than twice the demand. The modest rate of share purchases for new connections over the past 15 years seems to indicate that there is still significant unused capacity that can accommodate growth in the District's Zone 1 service area. To further preserve available supply and reduce demand, the District has also had a conservation plan in place since 2009.

In Zone 2, an area west of the Huerfano River, south of the Mesa, and encompassing Huerfano Lake and Fields Road, there were 152 existing taps, and a moratorium on new taps in the Zone. Share purchases from the water bank are not available in Zone 2.

Avondale Water and Sanitation District

Water

Service Area. Avondale Water and Sanitation District was established as a special service district in 1968 to serve the unincorporated town of Avondale, about 15 miles east of the City of Pueblo.

Current and Projected Service Levels. The District manages 278 taps, serving approximately 1,023 people.

Wastewater

Current and Projected Capacity. Though Avondale has seen its population expand and contract over the past decade, its wastewater facility presently operates at only 54 percent of capacity. Spare processing capacity should enable the sanitation district to accommodate a range of growth projections, without the need to expand or upgrade the current facility over the 20-year planning time frame.

Town of Boone Sanitation District

Water

Service Area. The Town of Boone Water and Sanitation District serves the town's approximately 350 residents.

Current and Projected Service Levels. In 2020, the Town managed 140 service taps, serving 343 residents. Residential growth generally in alignment with the County rate of roughly one percent per year does not indicate any large or immediate increases in service demand.

Source Water. The town's current sources are two springs (a prior well field source dried up). The 2014 and 2015 reclassification of the springs as ground water under the direct influence of surface water (GWUDI) entailed the need for surface water treatment to comply with an Enforcement Order from the Colorado Department of Public Health and the Environment (CDPHE). In 2020, the town is in the process of switching to a new source for water supply, an alluvial well drawing Arkansas River water. Part of a larger Arkansas Valley Conduit project, the conduit is anticipated to reach Boone in 2023, enabling switchover to the new source. Concurrent distribution system upgrades, such as replacing asbestos-cement piping segments, are also underway.

Wastewater

Current and Projected Capacity. The facility currently operates at 42 percent of its capacity. Projected population growth does not indicate the need for an upgrade of the existing facility within the 20-year planning horizon.

WATER QUALITY MANAGEMENT

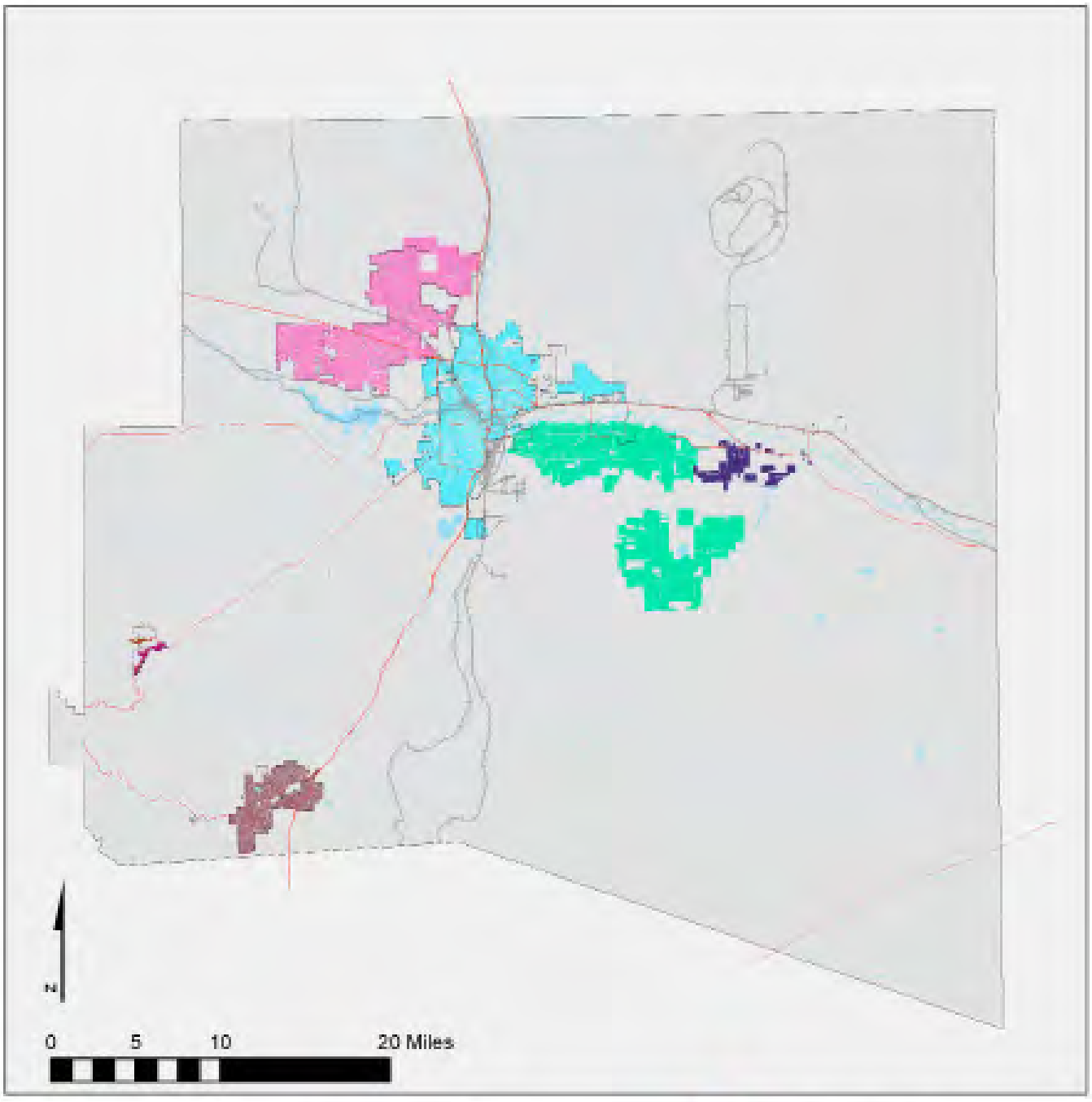
Pueblo 208 Water Quality Management Plan. PACOG is responsible for the preparation and administration of the Pueblo 208 Water Quality Management Plan (208 Plan), a requirement under Section 208 of the Federal Clean Water Act. The first 208 Plan for Pueblo County was adopted in 1977 and has been updated periodically since, most recently in 2020. The 2020 Water Quality Management Plan identifies water bodies within Pueblo County that are impaired and provides system boundaries and permit specifications for the six wastewater dischargers in the County.

Future active participation in the 208 Plan relates to monitoring and education of non-point source pollution contributions to the Arkansas River and Fountain Creek. The following issues were identified in the 208 Plan:

- On-site wastewater treatment system (OWTS) failures;
- Agricultural dispersion of nitrogen through use of fertilizers; and
- Conveyance of nitrogen, phosphorus, and E. Coli through irrigation ditches.

Impaired Waters: The majority of impaired waters are in the eastern half of the County. Impaired waters include segments of the Arkansas River, Fountain Creek, St. Charles River, Huerfano River, and Greenhouse Creek. Selenium, naturally dissolved from Pierre shale, is a prominent cause of impairment that the City of Pueblo has been working to mitigate, while other causes include E. coli, sulfate (SO4), iron (Fe), temperature, manganese (Mn), arsenic, and ammonia. Upcoming changes in regulations will also require treatment for phosphorous and nitrogen, both widely present in fertilizer, such that agricultural runoff will present a concern in managing the levels of these components. Maintaining acceptable total maximum daily loads, and avoiding exceeding effluent discharge limits, may require upgrades to current systems.

Water Service and Drainage Basins
Pueblo County



ENERGY

Three providers in Pueblo County provide electric and natural gas service. All three providers have been actively working with the County, City, and other stakeholders to increase energy efficiency and help the region achieve its goal of transitioning to 100 percent renewable energy sources by 2035. This commitment was formalized through resolutions made by the City of Pueblo in 2017 and Pueblo County in 2018.

Black Hills Energy

Black Hills Energy is the primary provider of electricity in Pueblo County and serves nearly 99,000 electric customers in 24 communities across the region. Black Hills Energy operates one of the cleanest electric generation fleets in Colorado today, serving customers with 100% renewable energy and natural gas-fired generation. Since the retirement of its last coal-fired plant in 2012, Black Hills Energy has added multiple community solar gardens across the region along with three Southern Colorado wind farms to its system– Peak View, Busch Ranch I and Busch Ranch II – which together deliver 150 megawatts (MW) of energy capacity to customers.

Black Hills Energy's Renewable Advantage plan to add more low-cost renewable energy to its system is moving forward, offering $66 million in customer savings over 15 years and $178 million in direct and indirect economic impact along with significant environmental benefits. When the 200-MW utility-scale solar project comes online in 2023, more than 50% of Black Hills Energy's total generation mix will come from renewable sources, leading to a 70% emissions reduction by 2024, compared with 2005. This puts the company on track to achieve the state's requirement of an 80% emissions reduction by 2030 several years ahead of schedule.

To support customers' growing energy needs and empower economic development in Pueblo West and the surrounding communities of Penrose and Canon City, Black Hills Energy is advancing its Reliability Upgrade Project for Southern Colorado. This transmission infrastructure project will support the continued delivery of safe, reliable energy for customers, while enhancing the integrity of the existing power grid and supporting new growth on the system with needed capacity.

Xcel Energy

Xcel provides electric service in the County, and is the largest provider of gas service. To support the implementation of the Community Energy Plan, the company has a memorandum of understanding with the County, describing how it will provide support for accomplishing plan goals, to include project management, communications assistance, and tracking and measurement. EVRAZ, which is the first solar-powered steel plant in the country, is Xcel's largest customer, and in 2016 the company worked in partnership to establish the Comanche Solar Project, the largest solar farm east of the Rockies, which is capable of 120 megawatts of generation capacity.

San Isabel Electric Association

San Isabel Electric Association is a member-owned cooperative that provides service to 24,000 customers in parts of Pueblo County. The cooperative emphasizes increased energy efficiency, and expanded reliance on solar power.



RELATED PLANS AND STUDIES: ENERGY

2020 Community Energy Plan

Pueblo County, in partnership with Xcel Energy and the Southern Colorado Energy Collaborative, convened a diverse group of stakeholders, to create a Community Energy Plan. The Plan outlines a variety of strategies move the Pueblo County community toward its energy efficiency and resiliency goals. Strategies address the need for assistance to the County's lower income communities; business engagement in energy efficiency rebates and programs; alignment of workforce, education, human service, and economic development policies with energy transition goals; and investing and showcasing energy efficiency, renewable energy, and innovative energy technologies at Pueblo County facilities.

Pueblo County Electric Vehicle Readiness Plan (2020)

Pueblo County embraced an ambitious vision to be a leader in the adoption of electric vehicles (EVs) in the State of Colorado to reduce greenhouse gas emissions and improve sustainability in Pueblo County and throughout the state. The Pueblo County Electric Vehicle Readiness Plan establishes an EV vision and goals for the County, expands collaboration with a broader range of stakeholders to be active partners to facilitate broader EV adoption, identifies national and regional barriers (based on stakeholder engagement and survey responses) to EV adoption and strategies to overcome them, provides regionally focused strategies to educate the public about EVs, and provides recommendations about the siting and possible funding of EV charging infrastructure.

In accordance with the state's clean energy policy objectives, Black Hills Energy's transportation electrification plan is now pending final approval from the Colorado Public Utilities Commission. Targeted for implementation in July 2021, the Ready EV plan would provide customer rebates to significantly lower the cost of electric vehicle charging equipment, establish rate options that could lead to bill savings, and expand the commercial infrastructure needed to make EV charging more accessible to Southern Colorado drivers.

Through an extensive stakeholder engagement process, Black Hills Energy designed an innovative framework for its Ready EV plan with sensitivity to customer rate impacts and inclusivity while carefully balancing the interests of customers, policymakers, the environmental community and community advocates.

BROADBAND COVERAGE

The primary internet service providers in Pueblo County are Xfinity, CenturyLink, AT&T, SECOM, and HughesNet. U.S. Census data from 2019 indicate that 76 percent of households in Pueblo County have a broadband internet subscription. The remaining 24 percent of households could have slower internet connections, or no in-home connection at all. While there have been recent expansions of broadband networks in some parts of the County, the speed of service offered still varies between providers. Gaps in cellular coverage also exist in some areas.

TRANSPORTATION

The Pueblo Area Council of Governments, working in cooperation with the Colorado Department of Transportation (CDOT), is the Metropolitan Planning Organization charged with short- and long-term transportation planning in the Pueblo region, as required by federal statute. The City's Public Works Department is responsible for maintenance and expansion of local streets within City limits. CDOT is responsible for maintenance of federal and state highways traversing the region including I-25, U.S. 50, SH 45, SH 47, SH 78, SH 96, and other roads in CDOT-owned right-of-way.

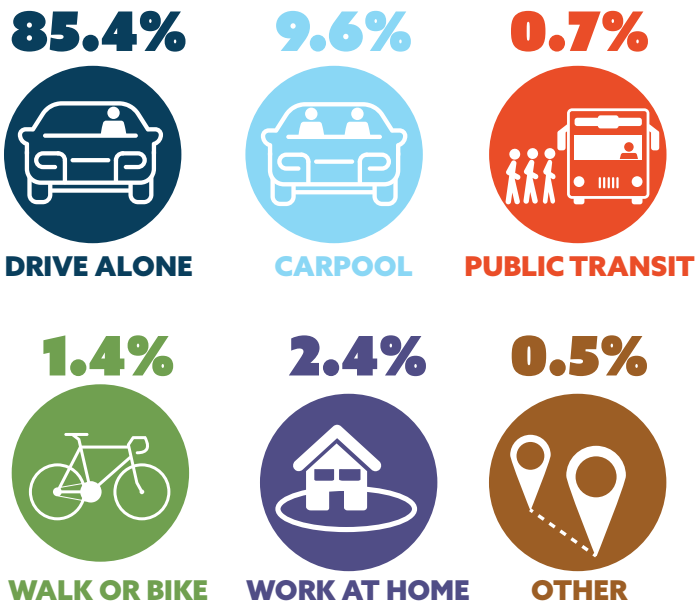
Mode Split and Commuting Trends

Mode Split

According to the 2045 Long Range Transportation Plan (LRTP), between 2014 and 2018, the percent of people who drove alone increased, while all other modes of transportation declined in share, as did the percentage of those who reported working from home.

Commuter Trends

Approximately one third of residents commute outside the County for work, while one third of the County's workforce commutes in to work from other jurisdictions (coming primarily from El Paso County to the north, and Fremont County to the west). 67 percent of workers live and work in the County, where the primary employment center is in and around the City of Pueblo. 95 percent of commutes are by automobile, with 85 percent driving alone – a percentage that has been increasing since 2014.



Residential Commuter Flow, 2017[27]

Description	Count	Share
City of Pueblo		
Living in the Selection Area	42,403	100%
Living and Employed in the Selection Area	23,222	55%
Living in the Selection Area but Employed Outside	19,181	45%
Pueblo West		
Living in the Selection Area	12,614	100%
Living and Employed in the Selection Area	1,184	9%
Living in the Selection Area but Employed Outside	11,430	91%
Pueblo County		
Living in the Selection Area	64,374	100%
Living and Employed in the Selection Area	43,175	67%
Living in the Selection Area but Employed Outside	21,199	33%

Road Network

As demonstrated by the LRTP mode split data, the County's road network provides the primary means of transportation around and through the region. Though congestion is an issue on some area roadways, a more widespread concern is the condition of the infrastructure.

In 2020, Highway 50 between the City and Pueblo West is the road segment with the most acute congestion, as measured during peak evening travel time. The LRTP notes that a lack of alternative connections exacerbates the extent of this congestion. Additionally, small segments of I-25 and SH 96 also experience afternoon/evening travel time congestion. Major improvements to this stretch of Highway 50 are underway, and anticipated for completion in 2022.

Referencing the LRTP's pavement condition assessment, both of the region's major thoroughfares, Highway 50 and Interstate 25 (I-25), fall below the 80 percent target for pavement in moderate or good (rated "high") condition. Additionally, there are several bridges on these roadways (and others in the City and County, notably the Union Bridge across the Arkansas River in Pueblo) whose condition is rated as "poor." Business Highway 50, traveling across the Mesa south of the river, scores 47 percent, while the segment of Highway 50 west of the City that bisects Pueblo West, scores 46 percent. I-25 is rated at 63 percent.

With funding secured, improvements to these road segments should be underway as part of the 2021-2024 Transportation Improvement Plan. Though improvements to Highway 50 west of the City may temporarily alleviate congestion issues, growth in population and concurrent roadway usage could eliminate any gains from these improvements. The extension of 24th Street from its current terminus to connect to Purcell Boulevard to the west is planned to provide a second connection between the City and Pueblo West. However, the planned extension is not part of the 10-year Capital Improvement project list and outside funding sources have not been identified.

Transit

Pueblo Transit provides public bus services to the City of Pueblo and its immediate vicinity. In 2017, weekly ridership was 4,600 passengers across all twelve routes. Service operates six days a week (no Sunday service) generally between 6 a.m. to 6:30 p.m. on weekdays with 30 or 60 minute lead times, and 8:30 a.m. to 6:30 p.m. on Saturdays with 60 minute lead times. The 2020 public health crisis necessitated a reduction in service, and reduction to fare revenue in this period (including the initiation of no-fare periods during the crisis) is likely to have on-going fiscal implications for public transportation in Pueblo.

A feasibility study was conducted by PACOG in 2017 in response to an ongoing interest in transit service by Pueblo West residents. The study concluded that Pueblo West did not yet have sufficient demand or community support for all-day fixed-route transit, but provided recommendations for targeted service enhancements in the near-term.

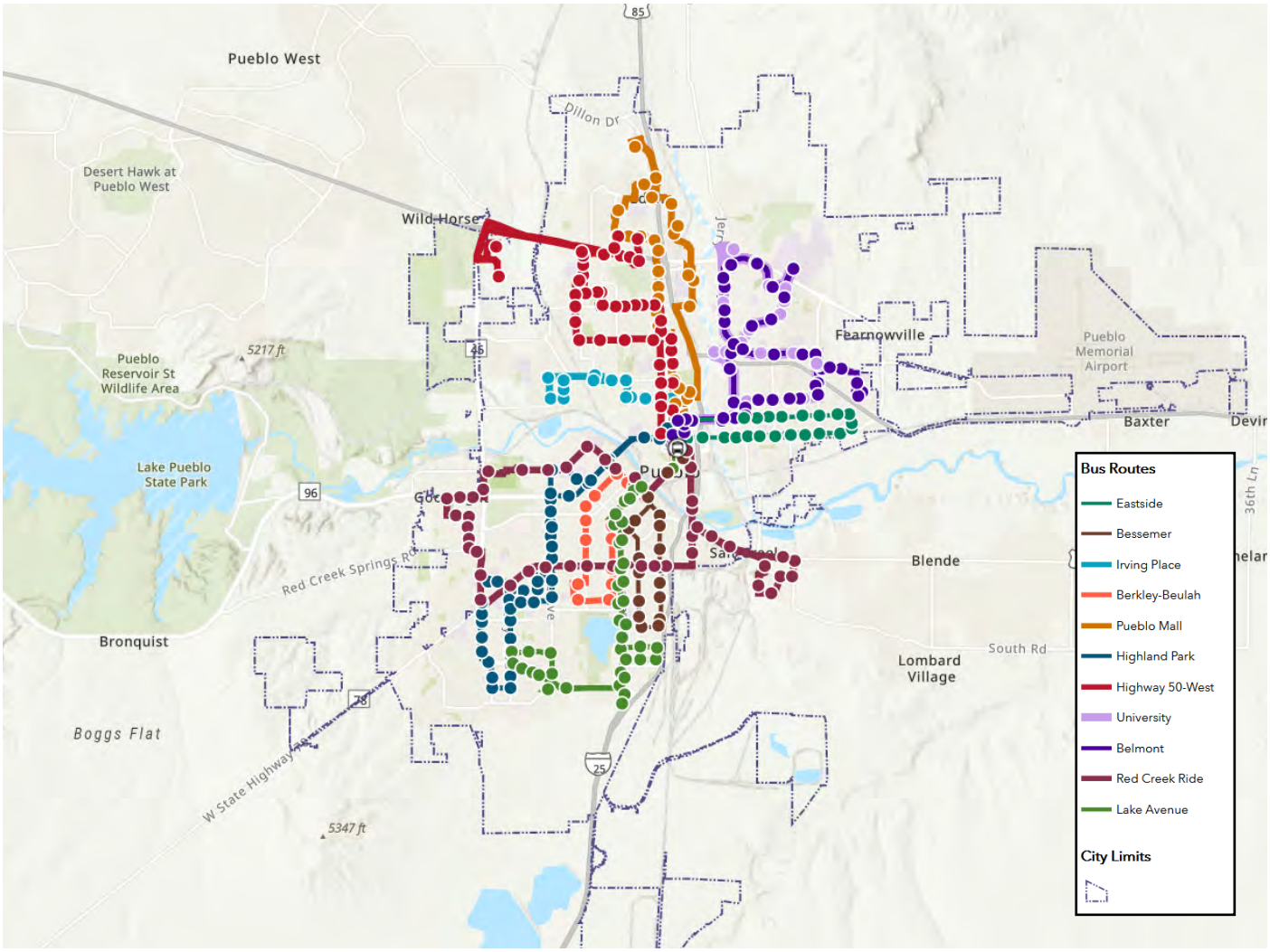
Multimodal Transportation

Biking/Walking

The LRTP recognizes the importance of providing an interconnected transportation network, where walking and biking are viable modes of travel, especially in the City. The LRTP has a top-level goal to "Support Multimodal Transportation," and expansion of the current network of sidewalks, bike lanes, and shared trails will be important. The City currently has over 24-miles of trails, which connect neighborhoods to destinations in the northern, eastern, central, southern, and western portions of the City. The trail system links directly with Colorado State University-Pueblo; El Centro del Quinto Sol recreation plaza, Runyon Field Sports Complex and lakes, Downtown Pueblo, Pueblo White Water Park, and Lake Pueblo State Park.

However, bicycle commuters are hampered by gaps in connectivity of current trails (linking Pueblo to Pueblo West), and also structural barriers, such as I-25, the railroad tracks, and Fountain Creek (separating the east side of the City from Downtown). Though improvements to the City sidewalk network are continually on-going, with upgrades for ADA-compliant curb ramp and installation of new sidewalk, there are issues with deterioration of old sidewalk, the need for expanded connectivity of the sidewalk network, and a focus on safety improvements.

Pueblo Transit System Route Map[28]



Rail, Freight, and Air

Though Amtrak has two existing routes in Colorado, Pueblo is currently not served by passenger rail. The possibility of a Front Range Passenger Rail service is one that could have extensive positive economic ramifications from Pueblo and other communities along such a line, which would extend from Fort Collins through Denver and Colorado Springs, on to Pueblo and as far south as Trinidad. While the feasibility of Front Range Passenger Rail Service in the region is still being explored, it may become a more concrete possibility over the twenty-year planning horizon.

Pueblo has important advantages in freight transportation, by being a center where major truck and rail routes intersect. Both BNSF and UP (the only rail line in the state that crosses the Continental Divide) pass through Pueblo, which also allows a connecting point to other short lines in the state. The interconnectivity of various means of freight transport is a significant advantage for the region in attracting industry that relies on such interconnections. Though the Pueblo Memorial Airport accounts for little of the freight movement in and around the region, it is an existing asset whose prominence in this capacity may grow as the region does. Finally, the presence of the Transportation Technology Center, Inc., which conducts research, development, testing, consulting, and training for railway-related technologies, is an asset unique to the region.



RELATED PLANS AND STUDIES: MULTIMODAL TRANSPORTATION

2045 Long Range Transportation Plan (currently under review)

The Pueblo Area Council of Government (PACOG)'s 2045 Long Range Transportation Plan establishes a 25-year vision for the Pueblo County's transportation system. Once complete, the LRTP will provide a list of priority transportation projects that meet current and future needs of the region. The draft LRTP was developed through technical analysis, public input and build upon previous plans to incorporate all types of travel including driving, biking, walking, public transportation, and freight.

Pueblo Regional Bicycle and Pedestrian Master Plan

The Pueblo Area Council of Governments (PACOG) – the metropolitan planning organization (MPO) for the Pueblo region – adopted a new bicycle and pedestrian master plan in December 2020. The plan generally recommends investments in infrastructure, maintenance, and education to improve connectivity, support walk-ability and bikeability, enhance safety for all users, and improve health and air quality in the region. The Plan supports related efforts to improve outdoor recreation, foster tourism activity, and improve public health and wellness.

2018 Colorado Freight and Passenger Rail Plan

Prepared by the Colorado Department of Transportation, the 2018 Colorado Freight and Passenger Rail Plan addresses current conditions, trends, and future plans for the state's rail system. Of particular relevance to Pueblo County, the Plan provides background on planning for future Front Range passenger rail service along the I-25 Corridor from Fort Collins to Trinidad.



PUBLIC SAFETY

City of Pueblo Police

The City of Pueblo Police department provides law enforcement services within City boundaries. In 2017, residents approved a tax that enabled the department to hire 24 new officers, bringing the force total to 231 sworn officers who patrol the four quadrants of the City.

Pueblo County Sheriff

The Pueblo County Sheriff's office provides law enforcement services outside Pueblo City limits. The Sheriff's office has 362 sworn full-time officers.

Fire and Emergency Response

Pueblo Fire Department provides fire and rescue service within Pueblo City limits. Pueblo West maintains its own fire department to respond within its service area, and provides support to commercial development adjacent to its service area through cost-of-service agreements.

Some outlying areas of the County have Fire Protection Districts, such as Pueblo Rural Fire, which covers the St. Charles Mesa to a point slightly east of 60th Lane, along with other volunteer fire departments in Beulah, Rye, and Red Creek in the western portion of the County, and Edison, Boone, and Fowler providing coverage to the east. Outside of these defined service areas the Pueblo County Sheriff provides limited support to ensure structure fires are properly extinguished from a health and safety standpoint, but does not have the capability of responding to fires for the purposes of protecting property. Hatchet Ranch is an example of a concentrated area of homes that does not fall within a defined fire service area.

KEY CONSIDERATIONS FOR THE REGIONAL COMPREHENSIVE PLAN

Infrastructure and services will play a critical role in defining where and how the region grows in the future. Key considerations highlight the importance of regional collaboration in planning for sustainable and resilient growth in Pueblo County:

Integrated land use and water resource planning

Ensuring Pueblo County's water supply is resilient in the face of increasing climate variability and vulnerability is a critical concern for the region's future. Pueblo Water, the Pueblo West Metro District, Pueblo County, and other service providers have taken steps to plan for severe drought scenarios and promote water conservation. However, the potential for water and land use planning conflicts has not been a focus until recently. To help shift the focus as part of the Regional Comprehensive Plan process, baseline information about the region's water supply and usage in this section will be used to inform discussions about future land use choices and potential policy and regulatory changes. The updated plan will contain a comprehensive water element to allow Pueblo County to grow in a sustainable way and support agricultural sectors that are critical to the region's economic growth.

Locating future growth to best capitalize on existing service capacity

Though there is ample land area to accommodate growth throughout the County, the cost of service provision will vary significantly by location. Many outlying areas in the County, along with potential or existing annexation areas on the fringes of the City, would require extension of service delivery networks or boundaries to serve, an option that may be cost-prohibitive in some locations. This consideration applies equally to possible water and sewer line extensions, as it does to surface transportation infrastructure such as roads, broadband service, and the need of expanded boundaries for supportive services such as police, fire, and emergency services. Evaluation of cost-efficient growth locations proximate to existing services and that pose logical and incremental expansion of existing service networks will be an important consideration moving forward.

Coordinated decision-making can support meeting renewable energy goals

Coordinated decision-making can support meeting renewable energy goals. Both the City and the County have adopted ambitious goals for reliance on renewable energy sources by 2035. The expansion of solar facilities in the area is a promising step towards achieving the 100 percent target, but close collaboration in planning among jurisdictions and service providers will be an on-going requirement to achieve the goal. This is another component where consideration of locations for growth – both for residential development and industry, including solar – is important. Land use decisions can help best situate solar operations where ancillary impacts to adjacent development are limited or mitigated, and where residential development can most efficiently benefit from existing transmission networks.

With abundant wind and solar resources, Pueblo and Southern Colorado have the potential to lead the nation in the adoption of clean energy development. Black Hills Energy is working in partnership with the City and County to make this ambition a reality through Renewable Advantage and the company's growing renewable energy portfolio. When completed, the 200-MW Pueblo County solar project will provide enough clean energy to power about 46,000 homes annually, assuring significant cost savings for customers while achieving long-lasting environmental benefits and economic vitality for the region for years to come.

In addition to utility-scale wind and solar, Black Hills Energy is reducing emissions and offering customers clean energy options through the development of community solar gardens with some of the capacity reserved exclusively for income qualified customers, removing barriers to participating in Colorado's move toward more renewables.

Another way to reduce emissions is to help customers reduce energy use through energy efficiency programs. Since 2009, Black Hills Energy has helped customers save more than 191 million kilowatt hours of energy which is the equivalent of removing more than 122,000 tons of carbon emissions from the air. In the past 10 years, the company has provided $25 million in rebates to customers when they purchase energy-efficient appliances.

Determining shared priorities for transportation network maintenance and expansion

Current plans acknowledge that the region is, and has historically been, dependent primarily on automobiles for travel. At the same time, there is a recognition and a growing desire to facilitate other modes of transportation. Biking and walking in particular are areas of focus, as they can lessen congestion pressure on the road network, and provide other health and cost benefits.

But, with limited transportation dollars, the region must balance maintenance and expansion of the road network with the expansion of multimodal options. Recent planning efforts have established priorities that can be confirmed as part of the Regional Plan process, and allow for region-wide assessment and prioritization of transportation improvements that offer shared benefits to users of the system. In addition,opportunities to support emerging modes of transportation (ebikes and scooters) through regulatory updates can also be explored.

THIS PAGE INTENTIONALLY LEFT BLANK

FOCUS AREA #2

GROWTH & DEVELOPMENT





This focus area provides an overview of existing land use patterns and future growth potential in Pueblo County based on the availability of vacant land and infrastructure, residential and non-residential development trends, and development feasibility. Data and information are provided for Pueblo County as a whole, the City of Pueblo and Future Growth Areas, and the Pueblo West and Colorado City Metropolitan Districts.

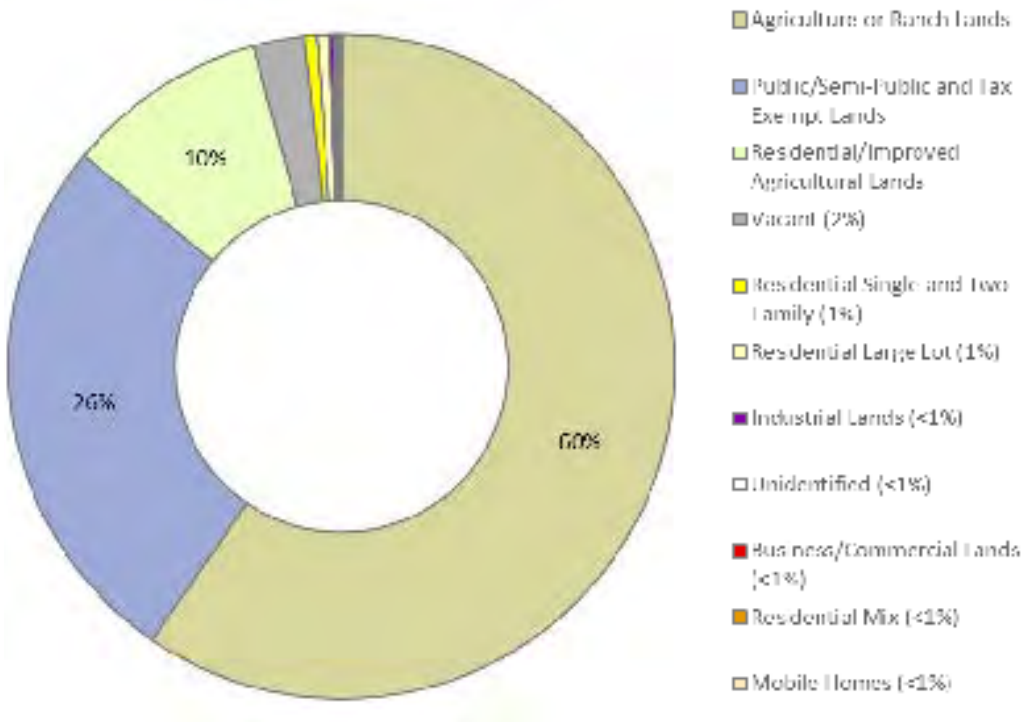
PUEBLO COUNTY

Land use characteristics and growth and development considerations for Pueblo County as a whole are provided below. While some growth and development potential exists in the towns of Boone and Rye and in other unincorporated areas of Pueblo County, that potential represents a negligible percentage of the County's land capacity and is not addressed in detail.

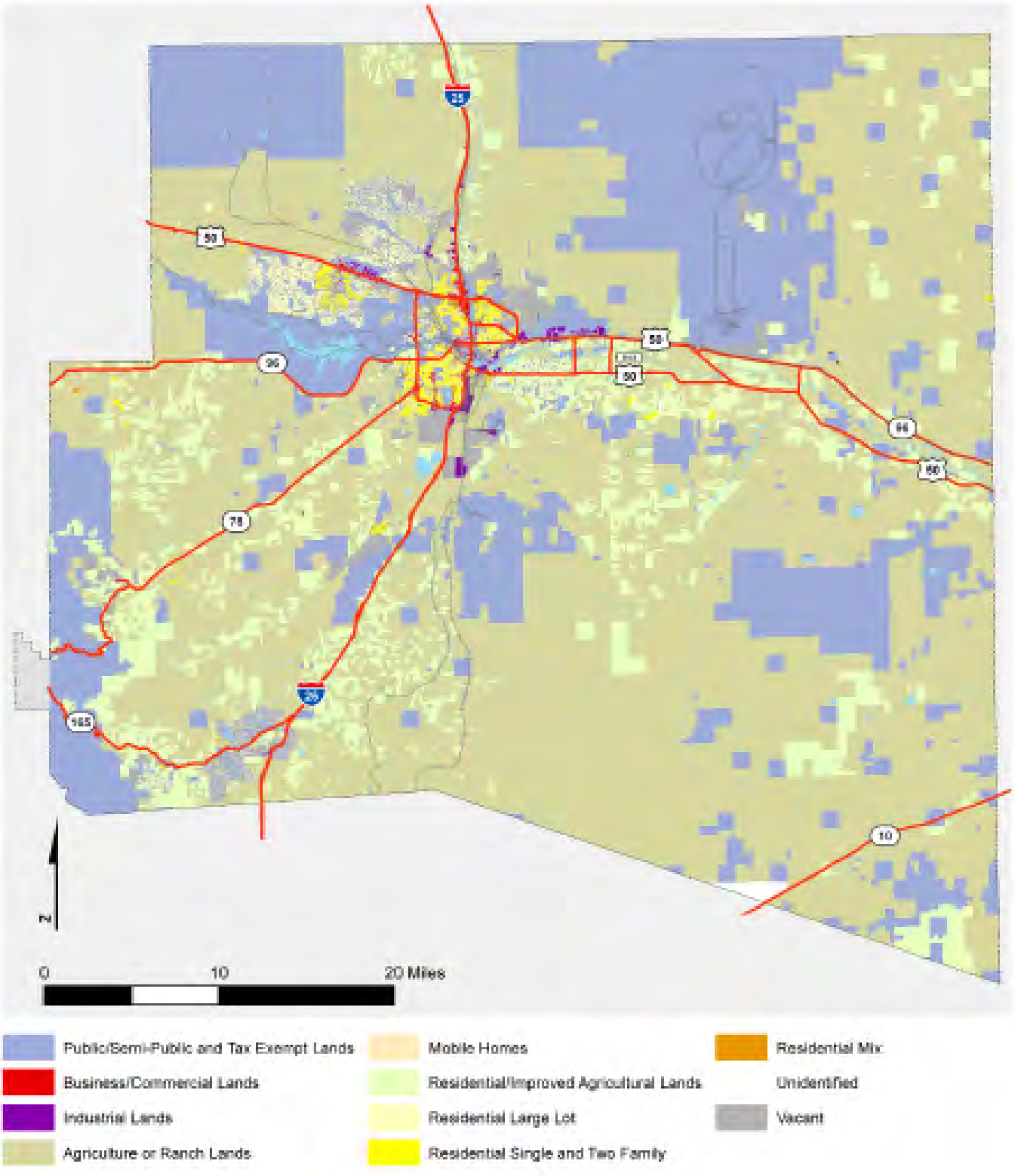
Existing Land Use

Most of the 1.5 million acres of land in Pueblo County is rural or semi-rural in character. Nearly 900,000 acres of the County's land is designated as agricultural and ranch land. Public or semi-public tax-exempt lands account for 396,852 acres. Major public or semi-public landholdings include Fort Carson, the former Pueblo Chemical Depot (PuebloPlex), State Land Board property, the Transportation Technology Center, Lake Pueblo State Park and Wildlife Area, and other properties owned by the City, County, or Metro Districts. Although some large lot residential development exists in unincorporated areas of the County, the majority of residential uses, commercial and industrial uses, and vacant lands are concentrated within or adjacent to the City of Pueblo, Pueblo West, and Colorado City. Altogether, residential land uses occupy 167,675 acres of the County's total land area. The combination of all other land uses in the County, including business/commercial lands and industrial uses, occupy 4,897 acres. Finally, 37,325 acres of land in Pueblo County is classified as vacant; however, not all of this land is planned for future development. See discussion of Land Capacity for Pueblo County as a whole for additional detail.

Existing Land Use[29]
Pueblo County



Existing Land Use[30]
Pueblo County



Land Capacity: Pueblo County

Pueblo County has 37,325 acres of undeveloped land. The majority of this land, 23,133 acres, is zoned for agricultural use. The second largest category of vacant land is zoned for varying intensities of residential development, including residential/agricultural, large lot single family, mobile homes, and PUDs. These categories account for 9,010 acres of zoned vacant land. Mixed-use and commercial zoning account for 2,239 acres of vacant land, while industrial-zoned land is 1,354 acres.

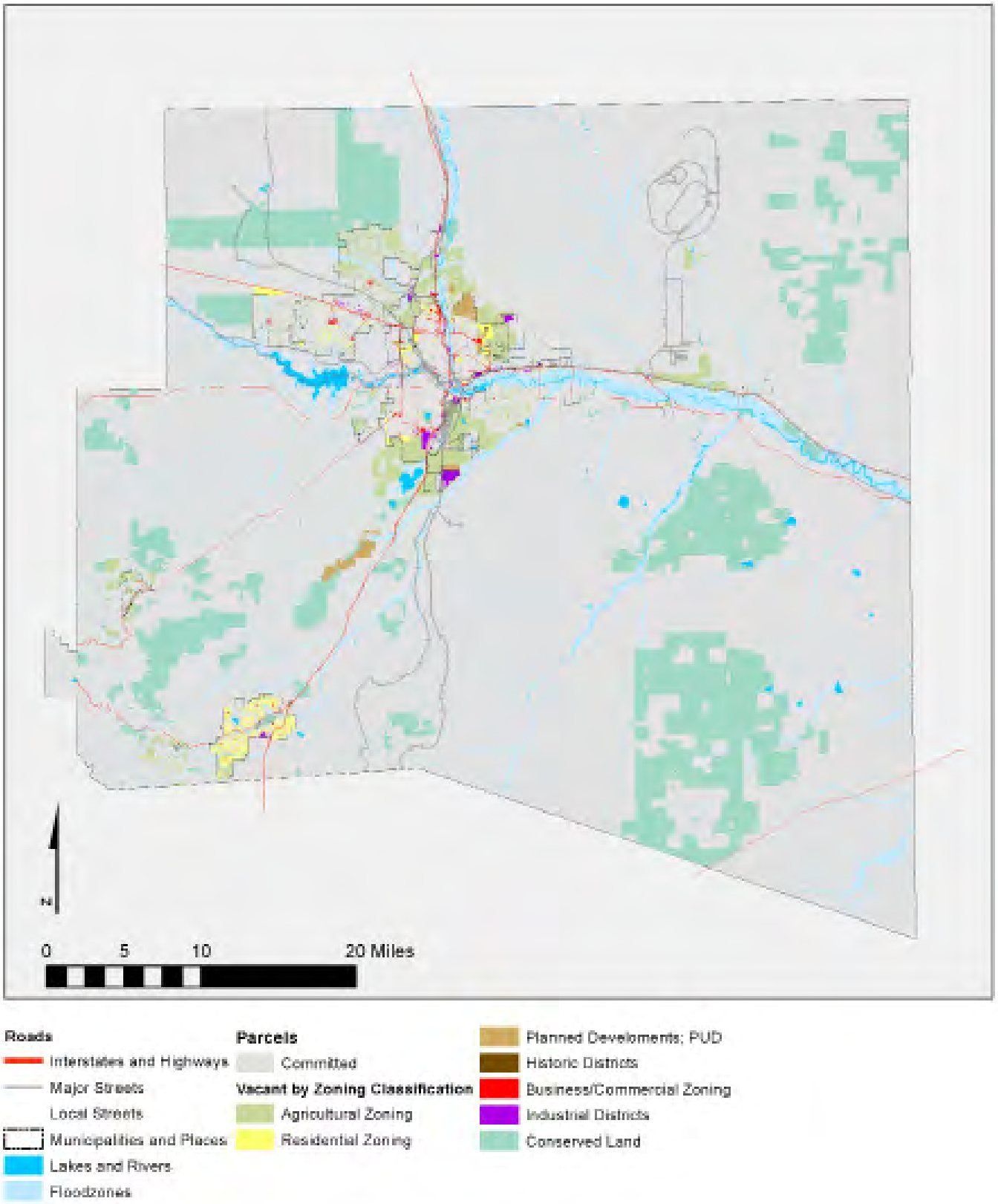
Development Feasibility: Pueblo County

Pueblo County in aggregate has a large amount of undeveloped area to support future growth. However, a significant portion of this land is held in public ownership or conservation easements, used for ranching or agriculture, or is otherwise not planned for urban development. In areas that are planned for future growth—in and around the City of Pueblo, and within the Pueblo West or Colorado City Metropolitan Districts—development feasibility is more dependent on the availability of infrastructure and services needed to support urban development, than it is on the availability of land. Factors impacting development feasibility include:

- Access to and availability of water and sewer service;
- Access and availability of transportation and resident/business services; and
- Preservation of natural resources and agricultural lands.

Development feasibility factors vary by location. Factors for the City of Pueblo, and the Pueblo West and Colorado City Metropolitan Districts are addressed in the sections that follow.

Land Capacity[31]
Pueblo County



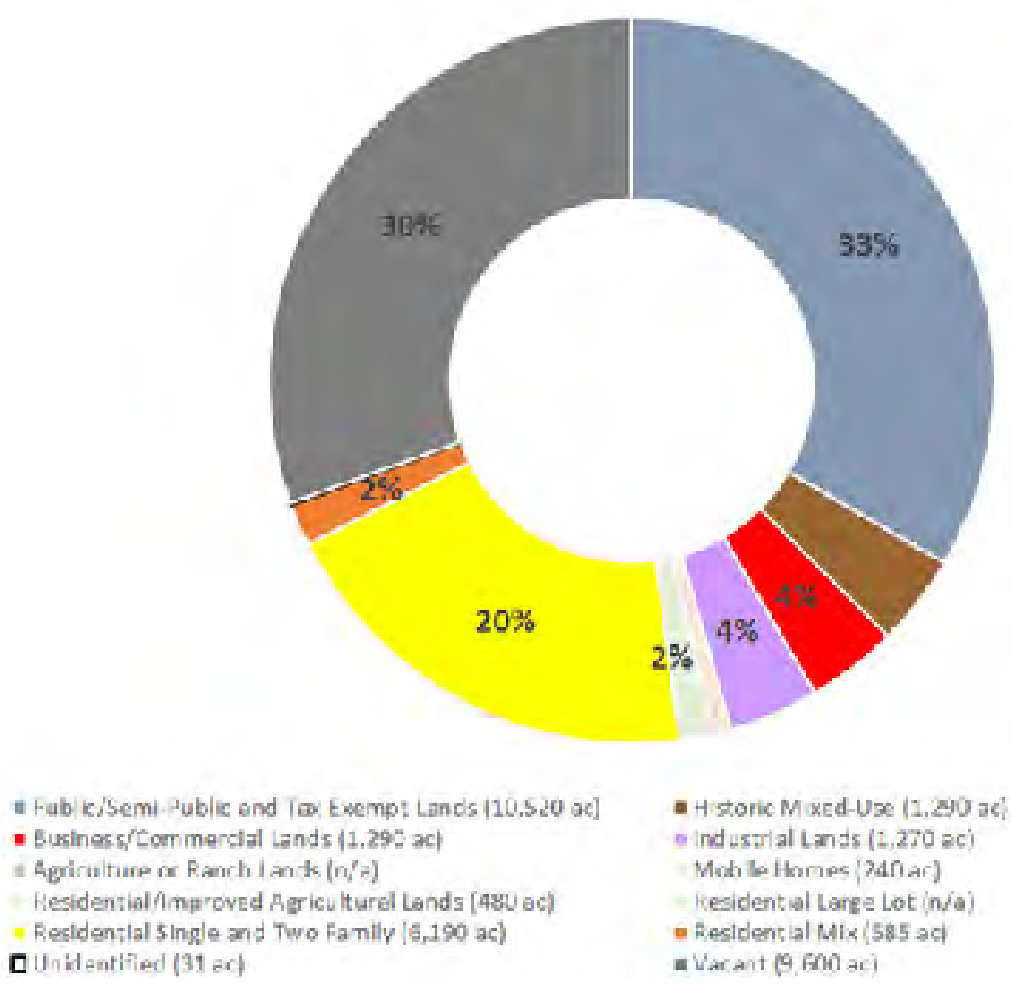
CITY OF PUEBLO AND FUTURE GROWTH AREAS

This section includes information about the City of Pueblo, as well as some immediately adjacent land. This land currently lies outside City limits, but may present opportunities for future growth. While some of the unincorporated areas included are proposed for annexation into the City of Pueblo, others are not. These areas are included for the purposes of discussion, but will not necessarily become part of the City within the planning horizon.

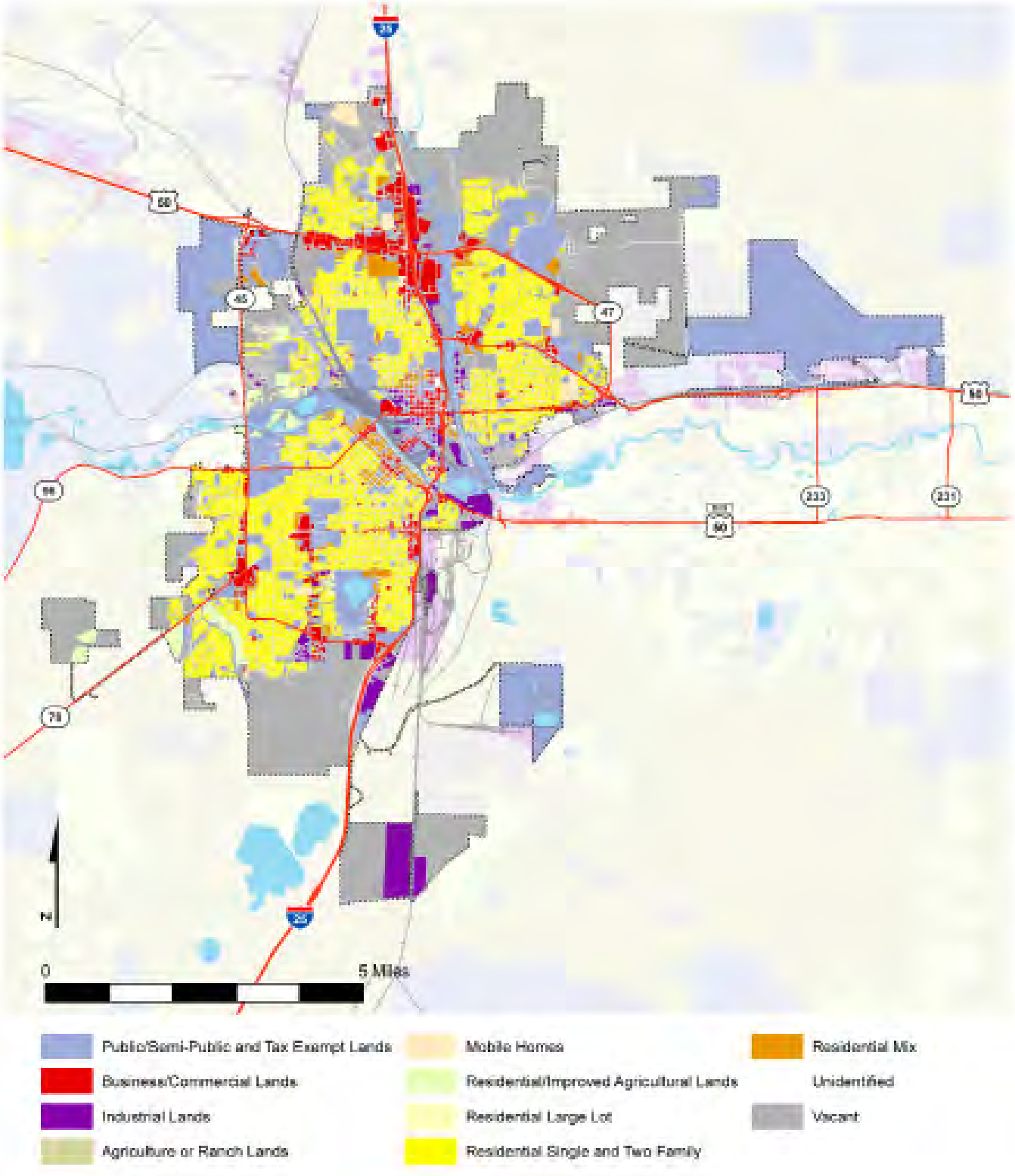
Existing Land Use: City of Pueblo and Future Growth Areas

Within the City limits of Pueblo, there are 31,498 acres of land. Just over one-third of that land area (10,520 acres) is classified as public or semi-public tax-exempt land. The City has 6,188 acres of single and two-family residential land, 1,304 acres of commercial and historic-mixed use land, and another 1,273 acres that is industrial. Finally, 9,602 acres of City land is vacant. In the unincorporated areas immediately adjacent to the City there is an additional 42,095 acres of land, with most of it categorized as vacant (21,954 acres), agriculture or ranch (8,827 acres), residential and improved agriculture (5,876 acres), public/semi-public and tax exempt (3,589 acres), and industrial (1,684 acres).

Existing Land Use[32]
City of Pueblo, 2021



Existing Land Use[33]
City of Pueblo



Land Capacity: City of Pueblo

Within the incorporated City of Pueblo, there is a total of 9,561 acres of vacant land. Over half of this land (4,120 acres) is zoned as agriculture, which is used as a holding zone. Most of this land is located at the fringes of the developed areas of the City and is planned for future residential development. An additional 2,050 acres of vacant land is already zoned for residential development. Together, non-residential uses make up 28 percent of the City's land area, with industrial zoning accounting for 15 percent (1,180 acres) and commercial zoning accounting for 7 percent (590 acres). There is a limited amount of vacant land designated as Planned Unit Development (160 acres) or Historic Mixed-Use (5 acres).

Land Capacity: Future Growth Areas

North Pueblo

There are 4,106 acres of vacant land in the North Pueblo area. Of that total, 3,436 acres are zoned as agriculture. Approximately 469 acres are zoned for residential—348 acres for large lot residential and 121 acres for single family and attached residential. An additional 194 acres is zoned for industrial uses.

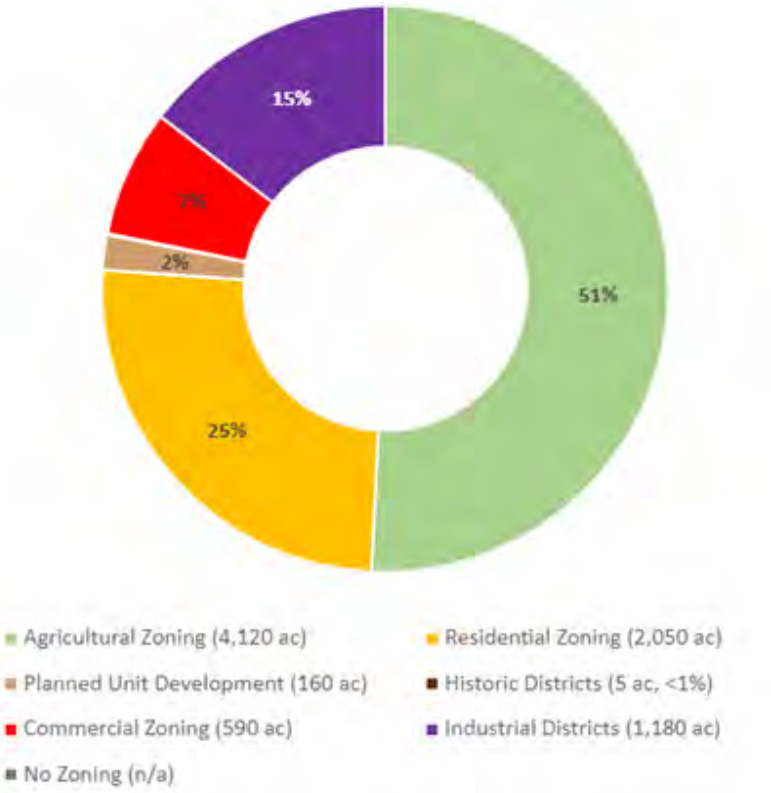
East Corridor

The East Corridor includes areas east of the Pueblo Airport along Highway 50 to Avondale and north to includes the PuebloPlex and the Transportation Technology Center. The corridor includes 5,027 acres of agriculturally zoned land, 404 acres zoned for industrial uses, 39 acres of land zoned for business/commercial uses, and 355 acres of land zoned for residential uses.

South Pueblo

The South Pueblo area includes 10,062 acres of vacant land. A majority of that land (8,625 acres) is zoned agriculture. An additional 1,429 acres is zoned for industrial uses, and the remaining 7 acres are zoned for commercial (3 acres) and large lot residential (5 acres).

Land Capacity[34]
City of Pueblo, 2021



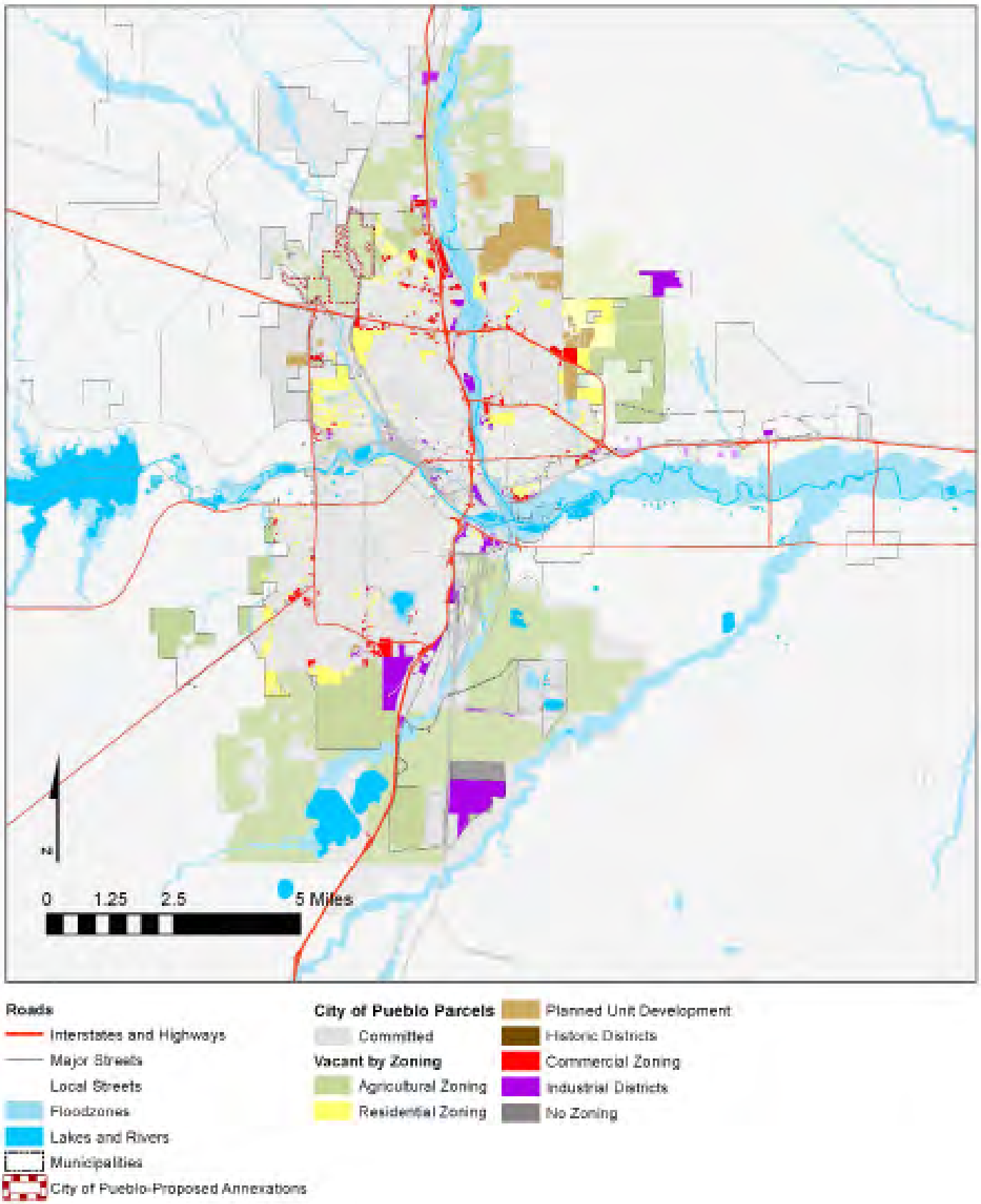
Development Feasibility: City of Pueblo and Future Growth Areas

A possible constraint on future development in the City may be the limits of existing infrastructure, and the high cost of expanding and maintaining additional infrastructure to serve new development. This applies to new roads, water service, and the possible need for additional fire stations to adequately serve development.

The City of Pueblo is served by Pueblo Water. The quantity of Pueblo Water's supply is a strong point in support of growth within and, in some locations, adjacent to existing City limits. However, while supply is adequate, the service area is limited, and extension of service delivery infrastructure to outlying areas and unincorporated areas is cost-prohibitive. Budget for service expansion is constrained by the need to repair or replace existing, aging service delivery lines.

Land Capacity[35]

City of Pueblo and Future Growth Areas



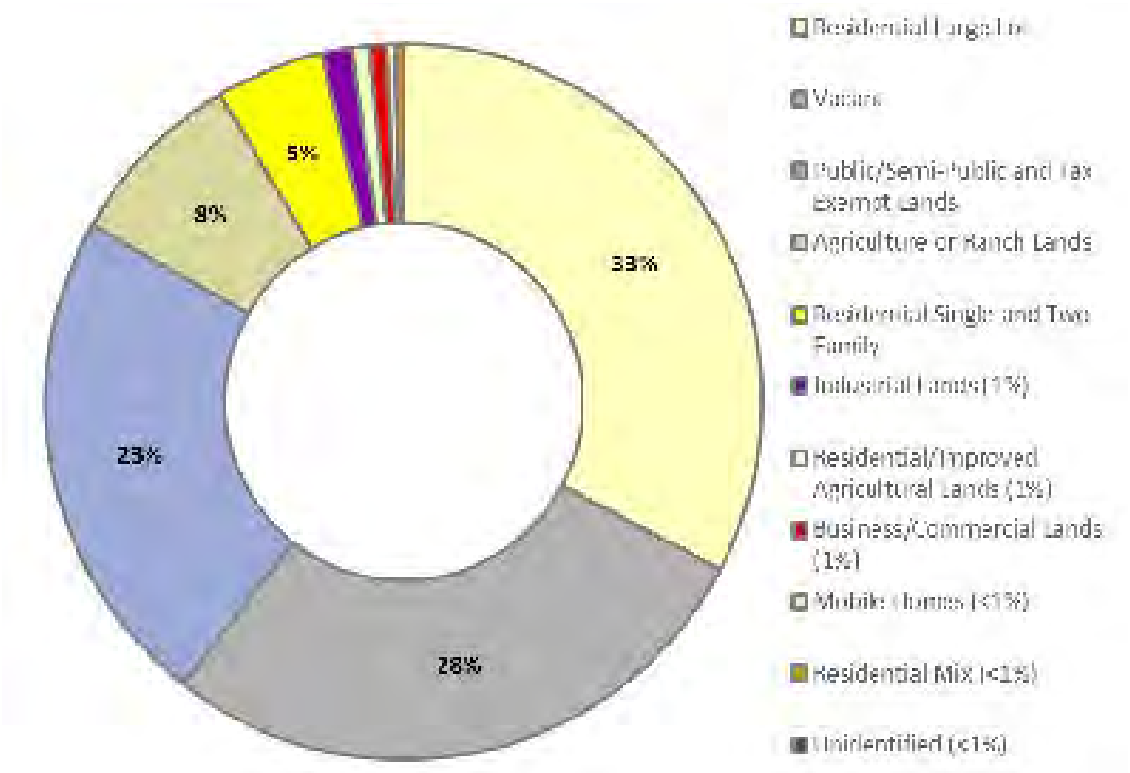
PUEBLO WEST

The Pueblo West Metropolitan District (PWMD) is located west of the City of Pueblo along U.S. Highway 50. Established in 1969, it encompasses 31,000 acres or 49 square miles (a land area slightly larger than City of Pueblo) with 18,700 platted residential lots. The PWMD is responsible for provision of fire and emergency response services, streets, water and wastewater, parks and recreation, and administration services within the District.

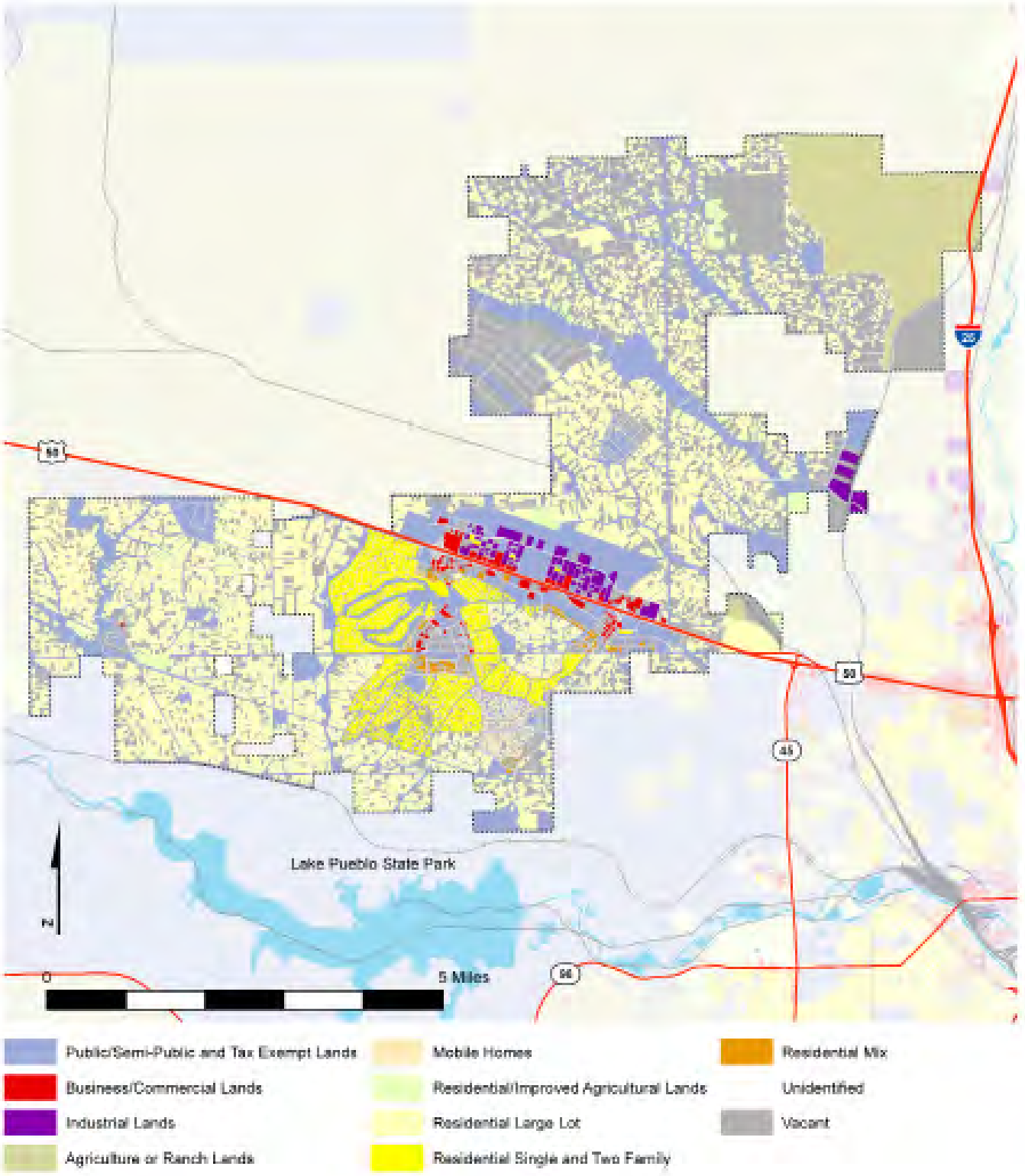
Existing Land Use: Pueblo West

Residential development occupies 10,992 acres within the PWMD. Commercial and industrial uses account for little of the land area in Pueblo West: together, these uses total 567 acres, while agricultural and ranching land represent another 2,300 acres of the total. The remaining acreage in Pueblo West is either public or semi-public and tax-exempt, at 6,331 acres, or vacant land, which totals 7,671 acres.

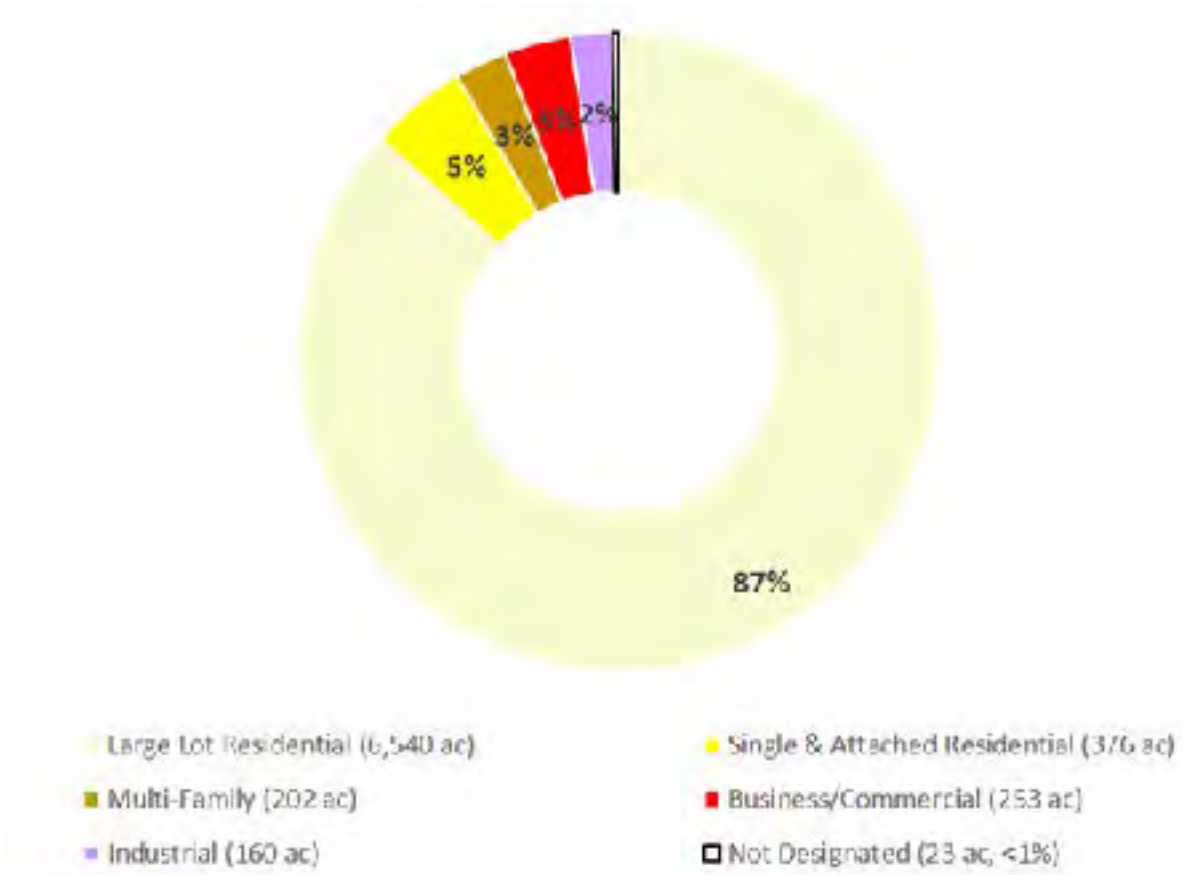
Existing Land Use[36]
Pueblo West



Existing Land Use[37]
Pueblo West



Vacant Land By Zoning[38]
Pueblo West

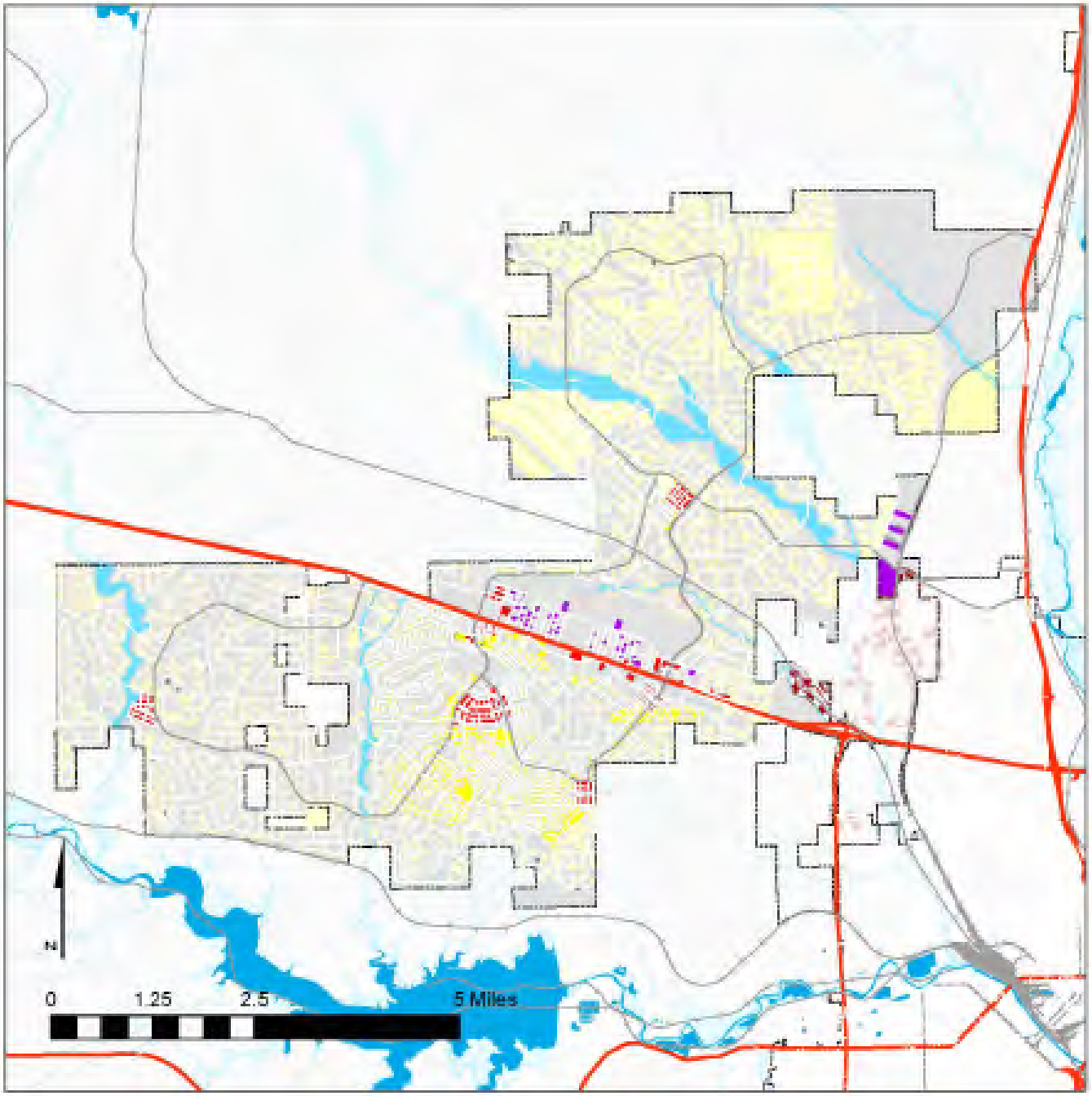


Land Capacity: Pueblo West

A significant majority of vacant land in the PWMD– 7,119 acres of the total vacant acreage of 7,671 acres – is zoned for residential development. Large-lot single family residential zoning applies to 6,540 acres of the residential total, while the other 578 are zoned for smaller lot residential, a PUD, and mobile homes. Industrial zoning applies to 160 acres in the PWMD, while another 253 acres of Pueblo West's vacant land is zoned for mixed use or commercial districts. There are also several agricultural inholdings within the PWMD boundary (south of Highway 50) that remain from its original formation in the 1960s. About 116 acres of this land (not included in the diagram) is classified as vacant and available for future development.

The PWMD owns approximately 5,400 acres of land within the Metro District Boundary. While a significant portion this land is located in flood zones, or includes road rights-of-way, approximately 500 acres are planned for future residential or non-residential development. In recent years, the PWMD has sold some District-owned parcels for development purposes. Additional District-owned land may be sold as opportunities for future development arise.

Land Capacity[39]
Pueblo West



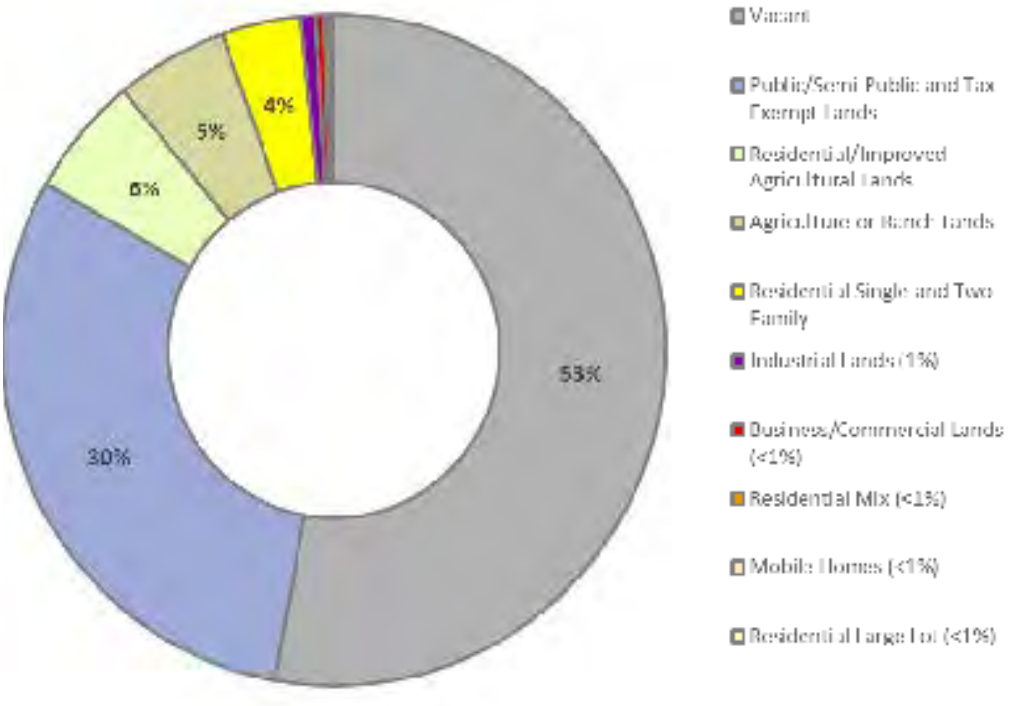
COLORADO CITY

Existing Land Use: Colorado City

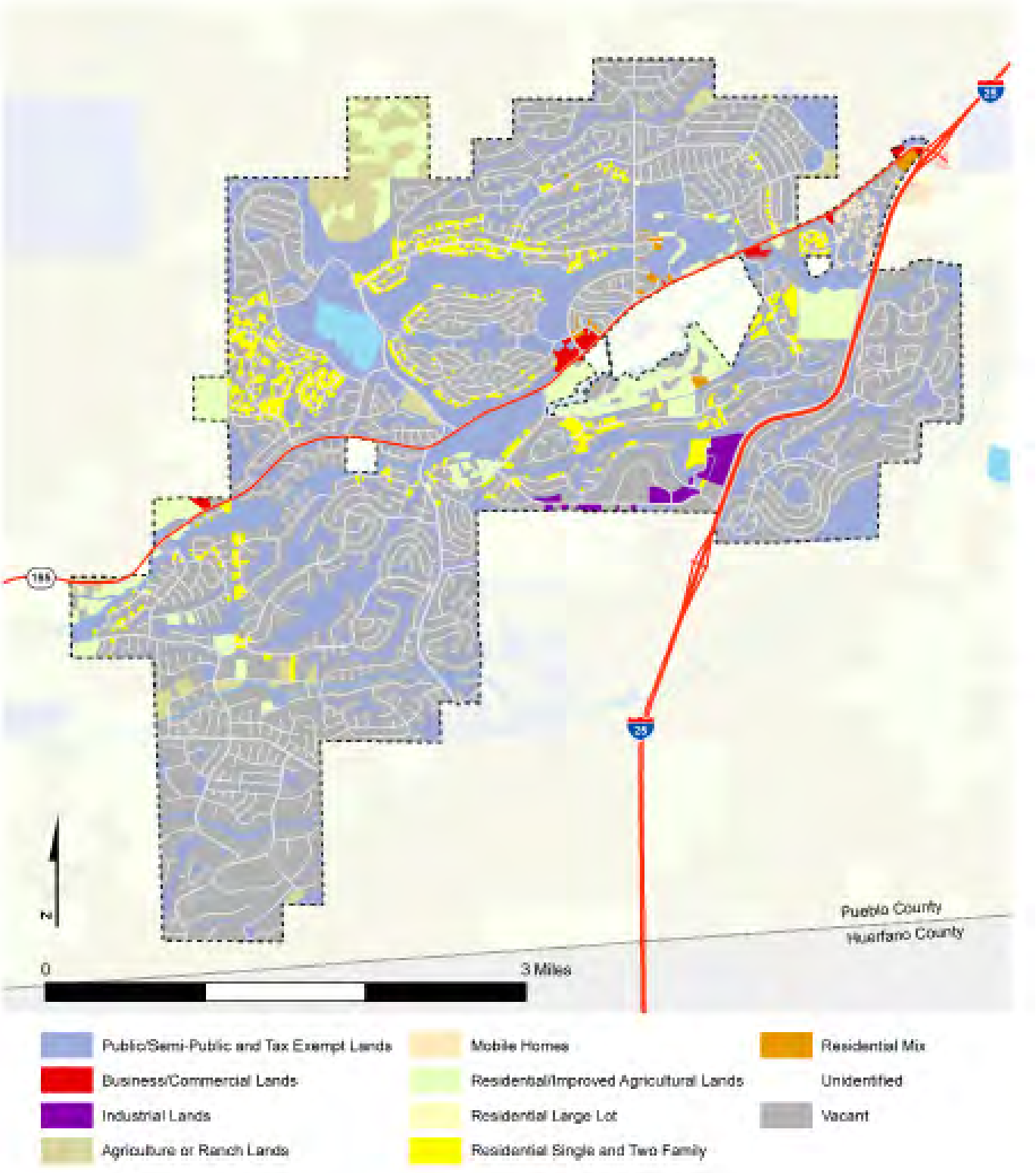
The Colorado City Metropolitan District (CCMD) is located approximately 20 miles south of the City of Pueblo along Interstate 25. The CCMD was established in 1963 and encompasses 8,017 acres or about 12 and a half square miles subdivided into 16,800 lots.

Though subdivided, just over half of the land—4,239 acres—in Colorado City remains vacant. There are 2,435 acres of public or semi-public tax-exempt land. Residential development occupies 815 acres of land. A further 89 acres is used for business, commercial, or industrial purposes, and the remaining 438 acres is agricultural or ranch land.

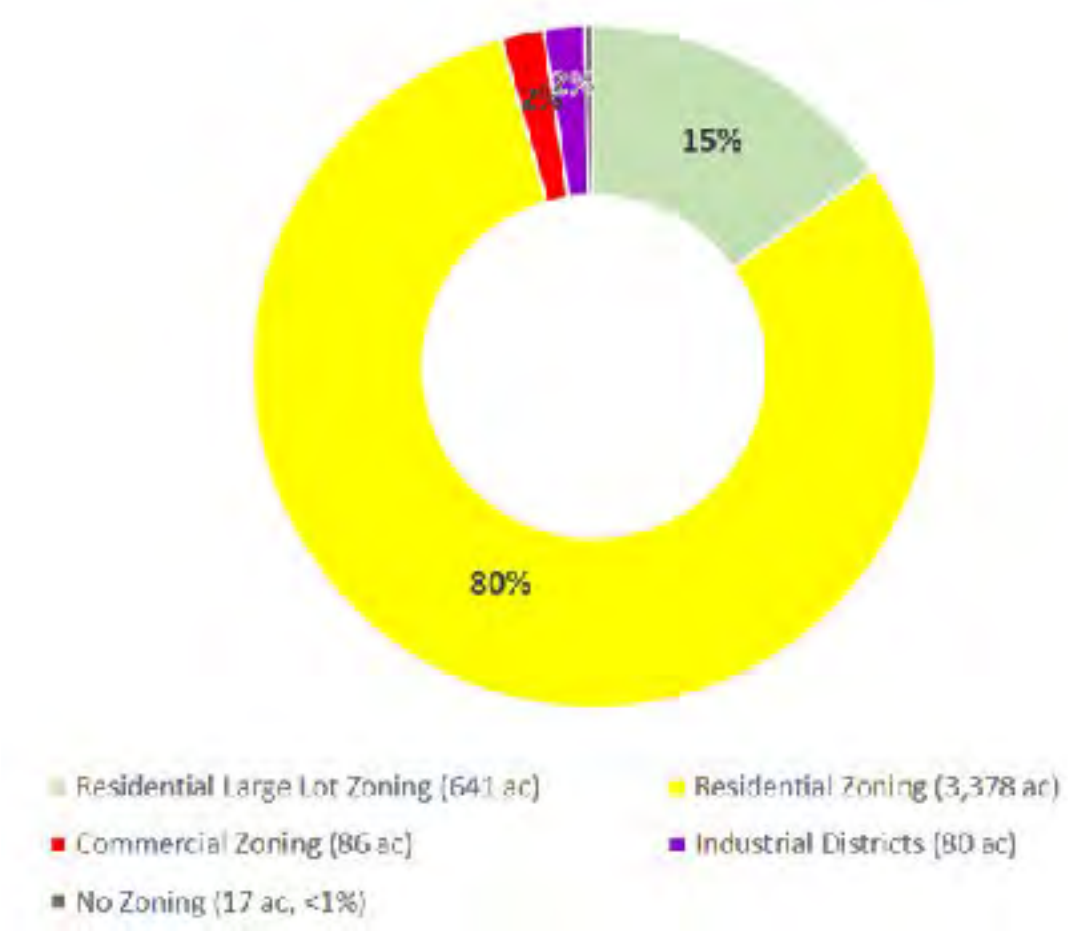
Existing Land Use[40]
Colorado City



Existing Land Use[41]
Colorado City



Vacant Land by Zoning[42]
Colorado City



Land Capacity: Colorado City

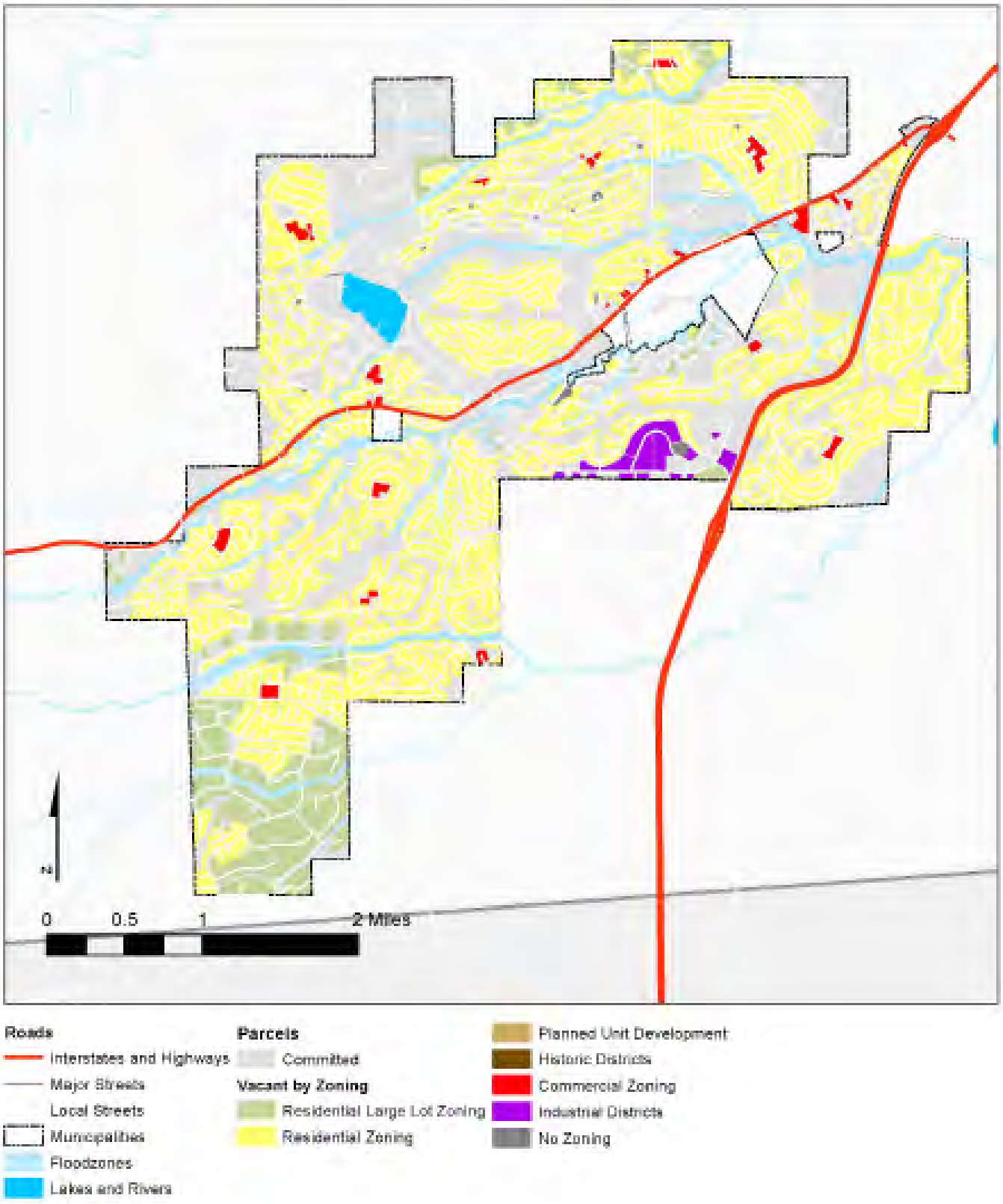
Of the 4,239 vacant acres of land in Colorado City, 641 acres is zoned for large lot residential, 3,220 acres is zoned for single- or two-family, and multi-family residential development. Commercial districts account for 86 acres of zoned vacant land, with only 12 acres agriculturally zoned. The remaining land is 80 acres of industrial zoning, 17 acres with no zoning.

There are more than 13,000 platted and unbuilt residential lots in Colorado City and fewer than 1,000 occupied homes in Colorado City. 52% of the land in Colorado City is still vacant, and a large portion of the committed land is dedicated open space or infrastructure.

Development Feasibility: Colorado City

Although there is significant land capacity remaining within the CCMD boundary, residential and non-residential development in Colorado City is anticipated to be fairly modest in the near-term due to current water and sewer system limitations. Colorado City has been growing at a rate of about one percent per year, adding around 15 new homes annually. Though the number of vacant lots far exceeds the existing service capacity for water and sewer, current capacity may be sufficient to support Colorado City's present rate of growth, if planned upgrades are completed and the present rate of growth remains constant over the twenty-year planning horizon.

Land Capacity[43]
Colorado City



DEVELOPMENT TRENDS: PUEBLO COUNTY

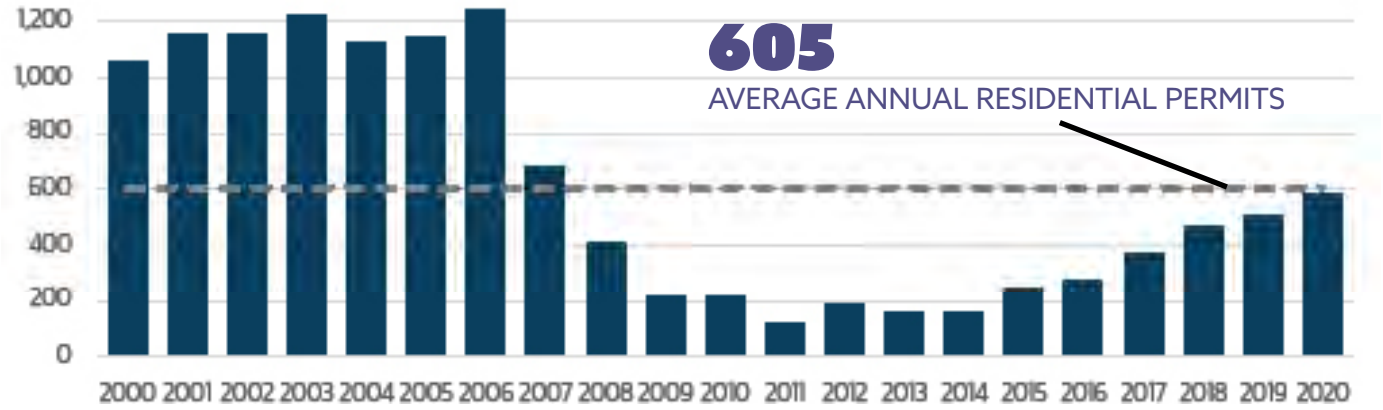
Residential Development

The housing development market in Pueblo County is beginning to increase to the amount of activity experienced in the early 2000s. Prior to the Great Recession, Pueblo County was issuing over a 1,000 residential construction permits per year. However, permits do not equate to units. The rate of housing permits issued has begun to rebound after more than decade of lower-than-average permits being issued from 2008 to 2019. The Pueblo Regional Building Department issued 582 residential building permits in 2020, which is slightly less than the 20-year average of 605 permits per year. The rate of home construction has not matched with population and employment growth in the past decade.

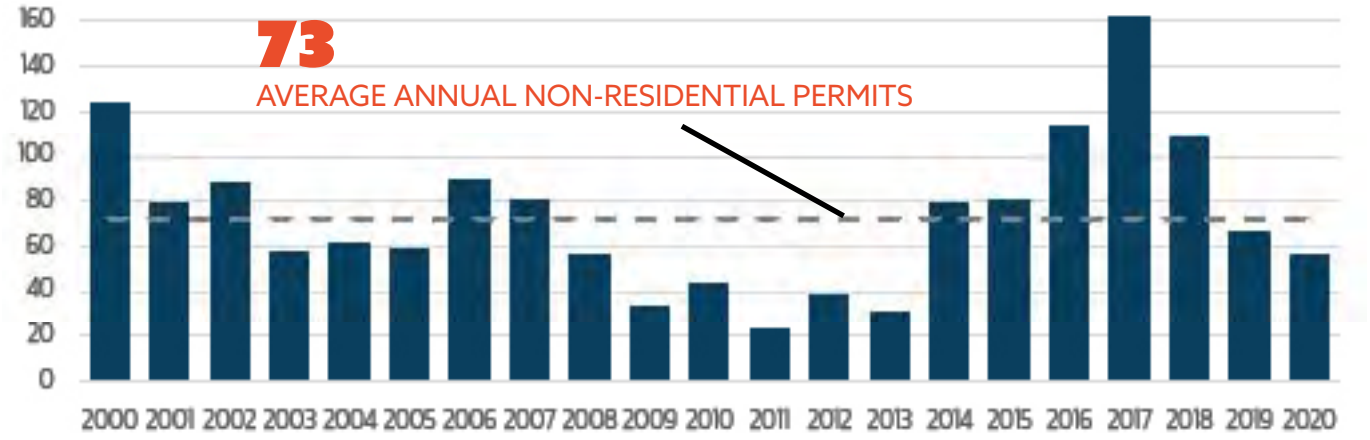
New residential development in the County has largely been by single family homes over the past two decades. Between 2000 and 2020, Pueblo recorded 9,415 residential building permits, with 92 percent of those for single family residences, and accounted for approximately 84 percent of units permitted. The predominance of single-family home development was even greater in the past 10 years, as single-family units accounted for 88 percent of units permitted.

A significant portion of residential building were permitted in zip codes coterminous with Pueblo West, matching high growth rates for population and households in that area over the same period, indicating high demand for the northwest area outside of the City. The other zip codes that attracted significant housing development in the past decade were in the north portion of the County along I-25, within the City of Pueblo, and in and around Colorado City.

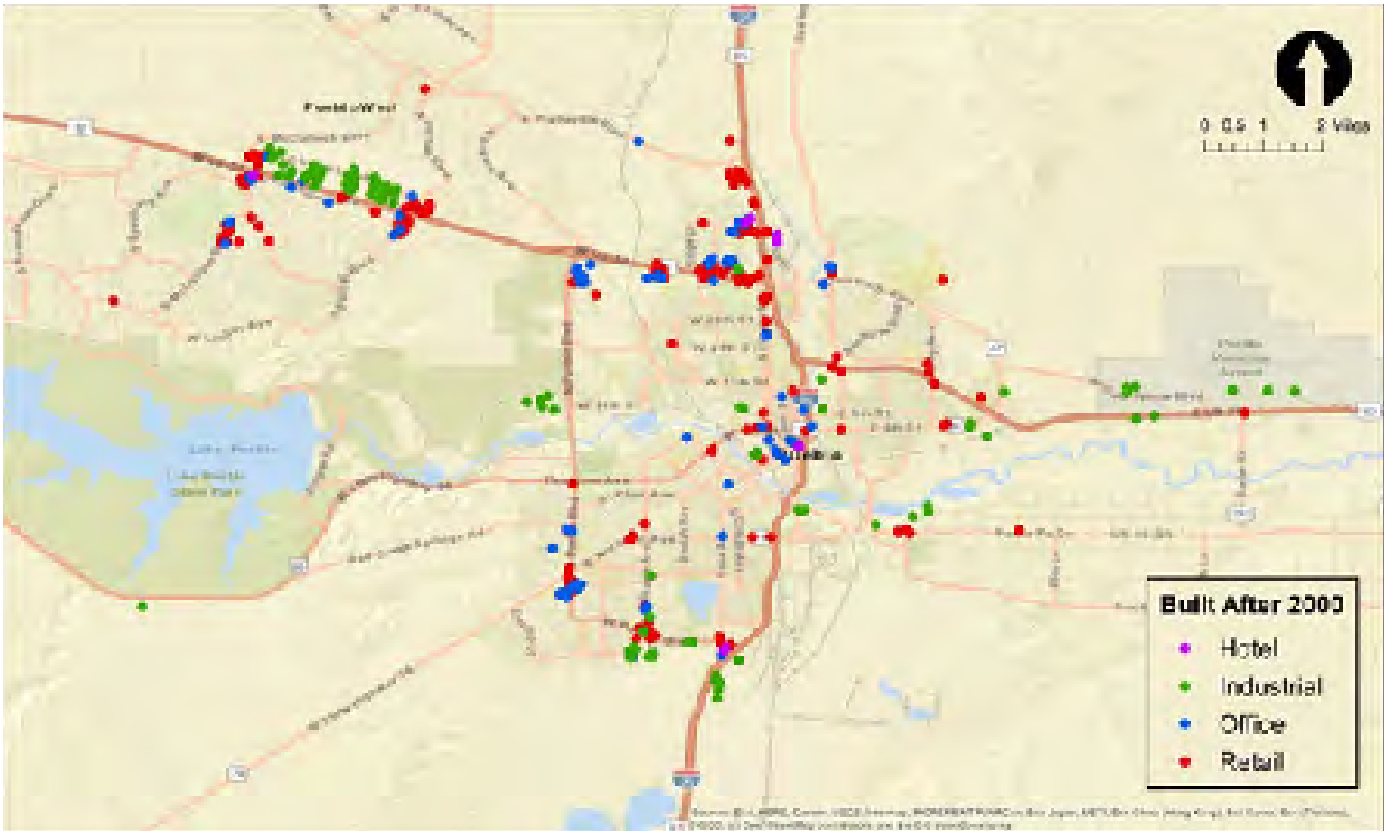
Residential Permits Issued[44]
Pueblo County, 2000-2020



Non-Residential Permits Issued[45]
Pueblo County, 2000-2020



New Non-Residential Buildings[46]
Pueblo County, 2000-2020

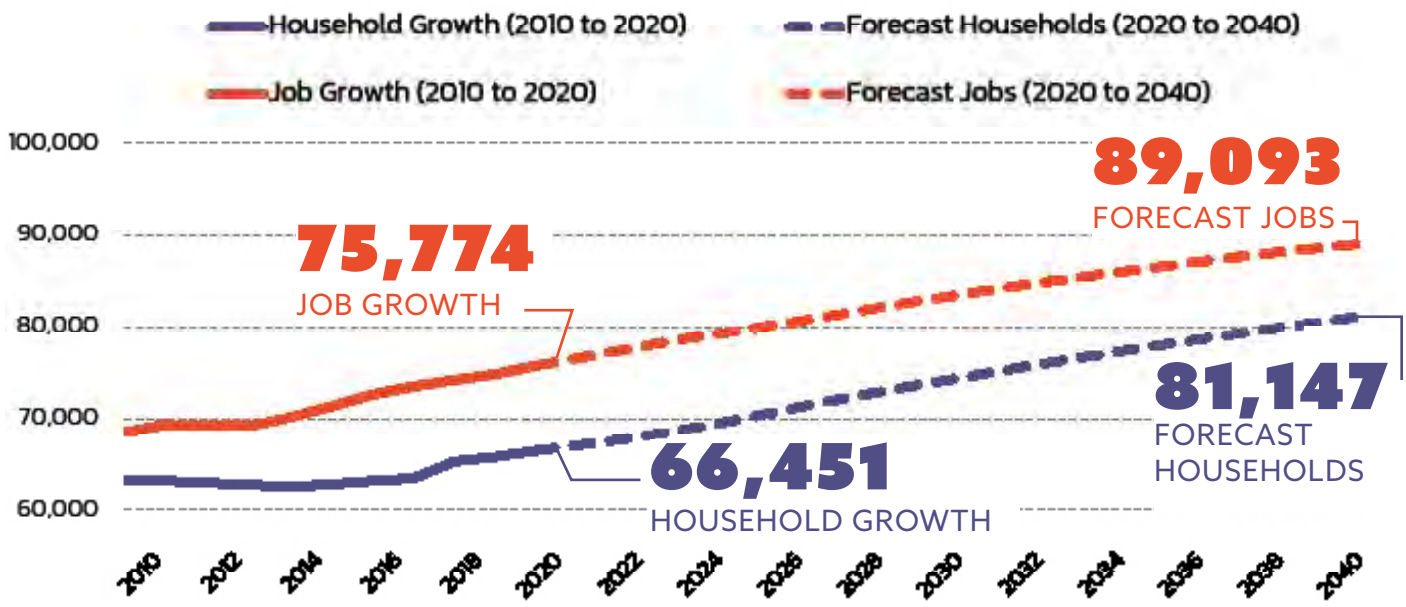


Non-residential Development

The rate of non-residential development did not follow the same pattern as housing construction. The Pueblo Regional Building Department issued an average of 73 new non-residential building permits annually between 2000 and 2020, with the County experiencing the highest rates of permitted buildings in the past 6 years. Since 2014, the County has averaged 95 non-residential permits annually with a twenty year high in 2017 of 162 permits. This rate of non-residential construction should be indicative of increased employment growth currently and in the near future.

The non-residential development in the County has been more dispersed than the housing development. However, most of the new development has occurred along the Highway 50 corridor in Pueblo West and in the City of Pueblo, and along the I-25 corridor on the north end of the City of Pueblo. New retail developments over the past twenty years have been primarily along these two major transportation routes, with the north I-25 area attracting most of the regionally oriented retail centers. The office and hotel development patterns have largely followed the retail patterns. Industrial development has primarily been concentrated in Pueblo West along Highway 50, on the southern end of the City of Pueblo along I-25 and near the Pueblo Municipal Airport.

Forecast Household and Job Growth[47]
Pueblo County, 2010-2040



FORECAST GROWTH AND DEVELOPMENT DEMAND: PUEBLO COUNTY

Population Forecast

The Colorado Department of Local Affairs (DOLA) projects that Pueblo County will add 29,000 new residents over the next 20 years at a rate of 0.8 percent annually. This rate of population growth is estimated to result in the increase of households in the County by nearly 14,700 over 20 years. The rate of household growth forecast is greater than the County has experienced in the past decade indicating housing demand will increase along with the growing economy. Employment in Pueblo County is forecast by DOLA to increase from 75,774 jobs to 89,093 jobs in the next 20 years. This is an estimated increase of 13,319 jobs over 20 years, which equates to an annual rate of 0.8 percent matching the rate of population growth. This rate of employment growth is consistent with rates experienced since 2013.

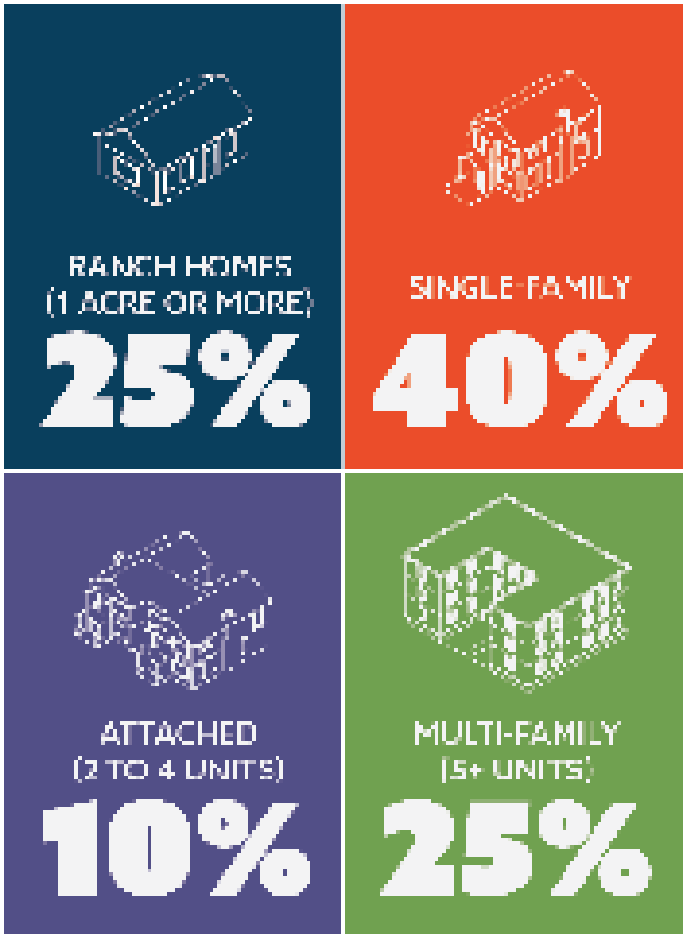
14,700
NEW HOUSING UNITS

5,131
ACRES OF LAND FOR HOUSING

Housing Forecast and Land Demand

The forecasted amount of household growth was translated into housing demand by housing product type based on an evaluation of demographic conditions, forecasts by age cohort completed by DOLA, analysis of development trends, and considerations of housing prices/costs. The types of housing units in demand in the County over the next 20 years are estimated to be predominately single family, matching current household trends. Single family units are estimated to account for approximately two thirds of new units built. However, there is likely to be an increase in the number of attached and multifamily units built in the County. There will be demand for a greater diversity of unit types due to the rising costs of housing making ownership of single-family homes more difficult for the average household/worker, shifting housing preferences, increased employment, continued in-migration to the County, and most impactfully, the large number of older residents (over the age of 65) currently in the County that will likely need or desire housing options more oriented to seniors. There will be an estimated demand for 14,700 new housing units over the next 20 years, which will

generate the need for 5,131 acres of land for housing to accommodate demand. This housing demand was spread over four primary housing product types including:



Non-Residential Forecast and Land Demand

To understand the types of non-residential development that will be in demand over the next 20 years, the forecasted 13,300 new jobs in the County by 2040 were distributed by industry. In total, the estimated new employment in the County will generate demand for 4.3 million square feet of additional building space. The total estimated demand for building space over the next 20 years will generate demand for approximately 1,120 acres of land. Most of the land demand comes from heavy industrial uses and land intensive employment uses. Demand is projected to be split relatively evenly among five employment-oriented building types:

4.3 MILLION
FT² ADDITIONAL BUILDING SPACE

1,120
ACRES OF LAND IN DEMAND

- **Retail.** This category includes typical retail and restaurant uses. These uses have similar land demand patterns in terms of space for visitors, length of stay, and locations.
- **Service Commercial/Hospitality.** This category includes a mixture of commercial-oriented businesses (e.g., dentist office, real estate office) and hotel uses.
- **Office/Institutional.** This category includes traditional office buildings (e.g., multi-tenant or limited or no customer interface) and educational and health provider support spaces.
- **Industrial/Flex.** This category includes more traditional industrial and flex-industrial uses. This includes small scale manufacturing and warehouse/distribution uses.
- **Heavy Industrial/Land Based.** These employment uses are more unique to Pueblo that are either large heavy industrial users, such as EVRAZ, and more land consumptive employment uses, such as Vestas and the Transportation Technology Center.

Forecast Development Land Demand[48]
Pueblo County, 2020-2040

Description			
Residential (2020–2040)			
Development Type	**Total Units**	**Ann. Avg. Units**	**Total Acreage**
Pueblo Ranch	3,622	181	3,622
Suburban Single Family	5,878	294	1,176
Attached (2-5 units)	1,470	73	147
Multifamily (Greater than 5 units)	3,726	186	186
Subtotal	14,696	735	5,131
Employment (2020–2040)			
Development Type	**Total Sq. Ft.**	**Ann. Avg. Sq. Ft.**	**Total Acreage**
Retail	1,051,500	52,575	121
Service / Hospitality	791,200	39,560	81
Office / Institutional	752,600	37,630	58
Industrial / Flex	839,300	41,965	129
Heavy Industrial / Land Based	819,700	40,985	753
Subtotal	4,254,300	212,715	1,120
Total			**6,251 acres**

Total Land Demand

In aggregate, the total demand for land to support both forecasted residential and non-residential growth is approximately 6,251 acres over the next 20 years.

The long-term impacts of the COVID 19 Pandemic on demand for housing and employment development are not fully understood at this point. The shift to remote working for professional service jobs and other industries during the pandemic may have lasting impacts on demand and needs for office space. Retail development trends have only been accentuated during COVID 19 along with a shift to increased spending on food for home consumption due to stay at home orders and social distancing requirements. These shifts have only accelerated the move towards more distribution-based retail and food service, which continues to drive demand for industry space. The estimated land demand for employment uses is heavily driven by industrial and land-based employment uses. The forecasts still provide a reasonable estimate of future demand by development type even if COVID 19 impacts reduce or increase overall demands for development space and acreage.

FUTURE DEVELOPMENT AND LAND CAPACITY: PUEBLO COUNTY

The comparison of demand for future development and land capacity is best summarized based on the types of uses expected in the County over the next 20 years. Three major groups of new development types were evaluated to summarize capacity and demand issues: residential, commercial/mixed-use, and industrial.

Residential Land Demand vs. Capacity

The estimated demand for residential development was split among the four housing types describe previously; Pueblo Ranch, Suburban Single Family, Attached housing, and Multifamily housing. The potential locations that are suitable for each of these types varies. However, most of the future units will likely need to be within areas with water and sewer service and in relatively proximity to major transportation routes, jobs, and/or retail and commercial uses. The housing product types were aligned with the characteristics of the identify development capacity in the County based on existing zoning and other attributes.

The forecast of 14,700 new households over the next 20 years will generate demand for 5,131 acres of land. To provide flexibility for market forces and individual site constraints, a planning factor of 50% is applied for the acres needed for suburban single family, attached, and multifamily housing, which mean the County should strive to have approximately 7,400 acres in total accommodate housing demand. The majority of land in demand is for the Pueblo Ranch housing type, which has demand for 3,622 acres from 3,622 units. The Suburban Single Family housing type is estimated to need 1,176 acres to accommodate demand. The Attached housing type will need 147 acres to accommodate demand and multifamily unit demand will generate the need for 186 areas.

In total, there is capacity of about 23,320 acres for housing uses in currently zoned land or areas that are zoned A-1 but planned for residential development. The capacity by area in the County is described below.

Residential Land Demand vs Capacity[50]

Description	Units	Acres
Demand		
Pueblo Ranch	3,622	3,622
Suburban Single Family	5,878	1,176
Attached	1,470	147
Multifamily	3,726	186
Total	14,696	5,131
Supply		
City of Pueblo		
Large Lot/Ranch		165
Single Family and Attached		3,285
Mutifamily		160
A-1 Zoned Land (Holding)		3,980
Total		7,590
Unincorporated Urban Area		
Large Lot/Ranch		413
Single Family and Attached		452
Multifamily		24
PUD Zoned Land		121
A-1 Zoned Land (Holding)		3,440
Total		4,450
Pueblo West		
Large Lot/Ranch		6,540
Single Family and Attached		376
Mutifamily		200
Total		7,116
Colorado City Area		
Large Lot/Ranch		641
Single Family and Attached		3,243
Mutifamily		159
A-1 Zoned Land (Holding)		120
Total		4,163
Total Supply		23,319

- **City of Pueblo.** The City of Pueblo has 7,590 acres of vacant land that could be used for new housing. Forty-eight percent of the land is designated for residential uses based on current zoning designations including PUDs. The remaining acreage (3,981 acres) is annexed within the City and zoned A-1, which serves as a reserve category

for future development. Build out in some of these areas may require extension of existing infrastructure to serve new development.

- **Pueblo West.** Pueblo West has 7,116 acres of vacant land designated for residential uses. The vast majority (6,540 acres) is for homes on large lots (1 acre or greater).
- **Unincorporated urban areas.** There is an additional 4,163 acres of land in the unincorporated urban portion of the County (areas immediately outside of the city classified as the North Pueblo Area and East Corridor that is designated or suitable for urban housing).
- **Colorado City.** There is 641 acres of land in Colorado City that is zoned for large lot residential (641 acres) and an additional 3,243 acres zoned for single family and attached housing.

Commercial/Mixed-use Land Demand vs. Capacity[49]

The estimated demand for uses that are suitable in commercial and/or mixed-use areas includes the multifamily housing product type, retail uses, commercial/hospitality uses, and office/institutional uses. These types of uses can locate in single use or mixed-use areas. Generally, these locations will need to be in areas with water and sewer services, with proximity, visibility, and access to major transportation routes, and in areas with substantial amount of existing housing and/or jobs.

The forecast employment growth for Pueblo County is estimated to generate demand for 240 acres of land to accommodate forecast retail, commercial service, hospitality, office, and other institutional uses. In addition, multifamily uses are complimentary to these non-residential uses and could be accommodated in these areas as well. Factoring in the multifamily demand of 186 acres, the total demand for these uses is 425 acres.

In total, there is capacity of over 955 acres for these types of uses. The capacity location is described below.

- **City of Pueblo.** The City of Pueblo has 645 acres of vacant land that could be used for commercial and mixed-use purposes.
- **Pueblo West.** Pueblo West has 250 acres of vacant land designated for commercial and mixed-use.
- **Unincorporated urban areas.** There are 60 acres of land designated for business/commercial uses within the unincorporated areas suitable for urban development.

Commercial/Mixed-Use Land Demand vs Capacity[51]

Description	Acres
Demand	
Multifamily	186
Retail	121
Service/Hospitaltiy	61
Office/Institutional	58
Total	239
Supply	
City of Pueblo	
Business/Commercial Lands	640
Unincorporated Urban Area	
Business/Commercial Lands	60
Pueblo West	
Business/Commercial Lands	202
Colorado City Area	
Business/Commercial Lands	159
Total	1,061

Industrial/Employment Land Demand Vs. Capacity

The estimated demand for industrial and land intensive employment uses includes the industrial/flex and heavy industry/land based non-residential development types. These types of uses will most likely locate centrally within Pueblo County, in locations proximate to major transportation routes including highways and rail, in locations that will have minimal or no adjacency to housing, and with the presence of infrastructure that can support the demands of the use whether that be water, sewer, electrical, and rail/highway access.

The forecast employment growth for Pueblo County is estimated to generate demand for 881 acres of land to support industrial and flex-industrial uses. This estimated demand does not include land estimated to be in demand for large scale/land consumptive uses that don't require a building or large building. Examples of this type of uses are agricultural land used for produce or hemp and also for large-scale solar power instillations.

Pueblo County is estimated to have over 16,800 acres of land that could be used for industrial uses. The majority of this land is in the unincorporated portion of the County.

- **City of Pueblo.** The City of Pueblo has 1,324 acres of vacant land that could be used for industrial uses.
- **Pueblo West.** Pueblo West has 160 acres of vacant land designated for industrial uses. This amount of land could be developed within the plan horizon, which may prompt need for flexibility of use of other land Pueblo County for these uses that is near Highway 50.
- **Unincorporated Urban Areas.** There are 15,400 acres of land in the unincorporated portion of the County that could be suitable for industrial uses. Most of this land is zoned A-1 however there are 1,750 acres zoned for industrial uses. Most of the vacant land in the unincorporated portion of the county that could be used for industrial uses is on the southern edge of the City of Pueblo or along the east Highway 50 corridor from the airport to Pueblo Plex.
- **Colorado City.** Colorado City has 1,750 acres zoned for industrial uses.

Industrial/Employment Land Demand vs Capacity[52]

Description	Acres
Demand	
Industrial/Flex	128
Heavy Industrial/Land Based	753
Total	881
Supply	
City of Pueblo	
Industrial Lands	1,324
Unincorporated Urban Areas	
Industrial Zoned Land	1,750
A-1 Zoned land	13,650
	15,400
Pueblo West	
Industrial Lands	160
Colorado City Area	
Industrial Zoned Land	1,750
Total	18,634

KEY CONSIDERATIONS FOR THE REGIONAL COMPREHENSIVE PLAN

Information provided as part of Focus Area 2 establishes a baseline understanding of land supply, demand, and development feasibility in Pueblo County today. These factors will help inform policy discussions about where different types of uses—residential, non-residential/mixed-use, and industrial/employment uses—should be prioritized in the future. Key considerations include:

Aligning housing needs with demand

Pueblo County has ample land to accommodate estimated housing demand. Generally, land within the City of Pueblo or Pueblo West can more easily accommodate new housing due to the presence of existing services and infrastructure. The excess capacity gives the County and municipalities flexibility in where they would like to direct housing development. Considerations on the availability of infrastructure, services, and the cost to provide urban services should be a major consideration in developing the Future Land Use Map. As well, input from the community on the types of housing and neighborhoods they would like to see will also provide guidance on where future housing should go and the overall mix of housing that is provided.

Encouraging a mix of new development and adaptive reuse/redevelopment

Sufficient land is available in Pueblo County to accommodate demand for commercial, business, and mixed-use areas and provide flexibility for the market. The majority of that land is concentrated in the City of Pueblo and Pueblo West. The inclusion of multifamily housing as part of the overall mix of uses in areas designated as commercial/business areas will not significantly reduce overall capacity for these uses in the future. Area-specific needs for commercial land in different parts of the County will be explored as part of the process. While land is not a constraint, opportunities to encourage the adaptive reuse of underutilized commercial areas and buildings should be explored to help revitalize older areas of the community and promote the efficient use of available infrastructure and services. Multimodal connectivity should also be considered when planning mixed-use development.

Prioritizing established/emerging industrial and employment areas

A significant amount of the land planned for industrial and employment currently lacks the infrastructure needed to support new development—streets, water, sewer, and power. As a result, supporting the growth of existing/emerging industrial and employment parks and areas should be a priority. In particular, areas that have the types of assets employers value—access to major arterials/highways or rail—should be protected from encroachment by other uses and prioritized for infrastructure investments that can help attract and grow employment. The primary industrial areas that most desirable include the south Pueblo area along I-25, within Pueblo West along Highway 50, and along Highway 50 from the Pueblo Airport to (and including) PuebloPlex. Considerations of the types of employment lands that may not exist in the County that could attract uses should be made in the plan process.

Protecting the long-term viability of agricultural and ranching lands

Agricultural production and ranching are an integral part of Pueblo County's history, culture, and economy. Conversion of agricultural land to residential and the transfer of water rights from those lands are of particular concern in the St. Charles Mesa Area. In other unincorporated areas of the County, pressure for the continued expansion of emerging industries like marijuana and industrial-scale solar are becoming more prevalent. While these uses have had a positive impact on the County's economy and (in the case of solar) align with the region's energy goals, questions about the siting and extent of these uses have been raised. Independent of the Regional Comprehensive Plan process, the County has taken steps to examine potential concerns and recommend possible policy and regulatory changes. These recommendations will be used to help frame land use and policy choices as part of the Regional Comprehensive Plan process. Engaging agricultural producers, water providers, ranchers, and other stakeholders in the process will be essential. These recommendations will be used to help frame land use and policy choices as part of the Regional Comprehensive Plan process. Engaging agricultural producers, water providers, ranchers, and other stakeholders in the process will be essential.

FOCUS AREA #3

ECONOMIC BASE





This section provides an overview of the current economic landscape in Pueblo County and the various factors that influence the region's economy—primary employment sectors, educational attainment, employment trends, emerging industries, and economic incentives. It also frames ways that the Regional Comprehensive Plan can help advance ongoing economic development efforts—like the One Pueblo Economic Development Strategic Plan—by aligning future land use policies with established goals.

PRIMARY EMPLOYMENT SECTORS

Pueblo County is home to over 75,000 jobs, according to the Colorado Department of Local Affairs (DOLA). The largest industries in the County include Health Care, Retail Trade, Accommodations and Food Services, Education, and Manufacturing. The economic base in Pueblo County consists of three main elements including a mixture of primary employment industries, the County's role as a regional service hub, and as a destination for tourists and retirees.

Primary employment sectors including agriculture and agribusiness activities, manufacturing anchored by the Evraz Steel Plant and Vestas, and military training and services. These industries attract outside investment and provide goods and services throughout the US. As well, there are emerging primary employment opportunities that are creating greater diversity in the economy including renewable energy development and the hemp/marijuana growing and processing industry.

The Pueblo County economy has higher than average concentrations of agricultural activities. Pueblo County ranked 26 out of 63 counties in Colorado in terms of market value of agricultural products sold, according to the 2017 US Census of Agriculture. The County has nearly 900,000 acres of land in farms. Food growing in the region helped spur the creation of a robust network of food production, processing, and distributions businesses including major national food companies such as Mission Tortillas. Pueblo is also renowned for its chile peppers. The agriculture and agribusiness sectors are supported by strong organizations including FFA, 4H, and the Pueblo Chile Growers Association.

As a result of its agricultural heritage, Pueblo is also a regional commerce and service hub that draws visitors to the County from throughout southern Colorado for retail goods and services, health care, and education. The Parkview Hospital Medical Center is the largest employer in the County. Pueblo serves a major shopping and agricultural business destination for the region. Lastly, the education institutions in the

Pueblo County Largest Employers, 2019[53]

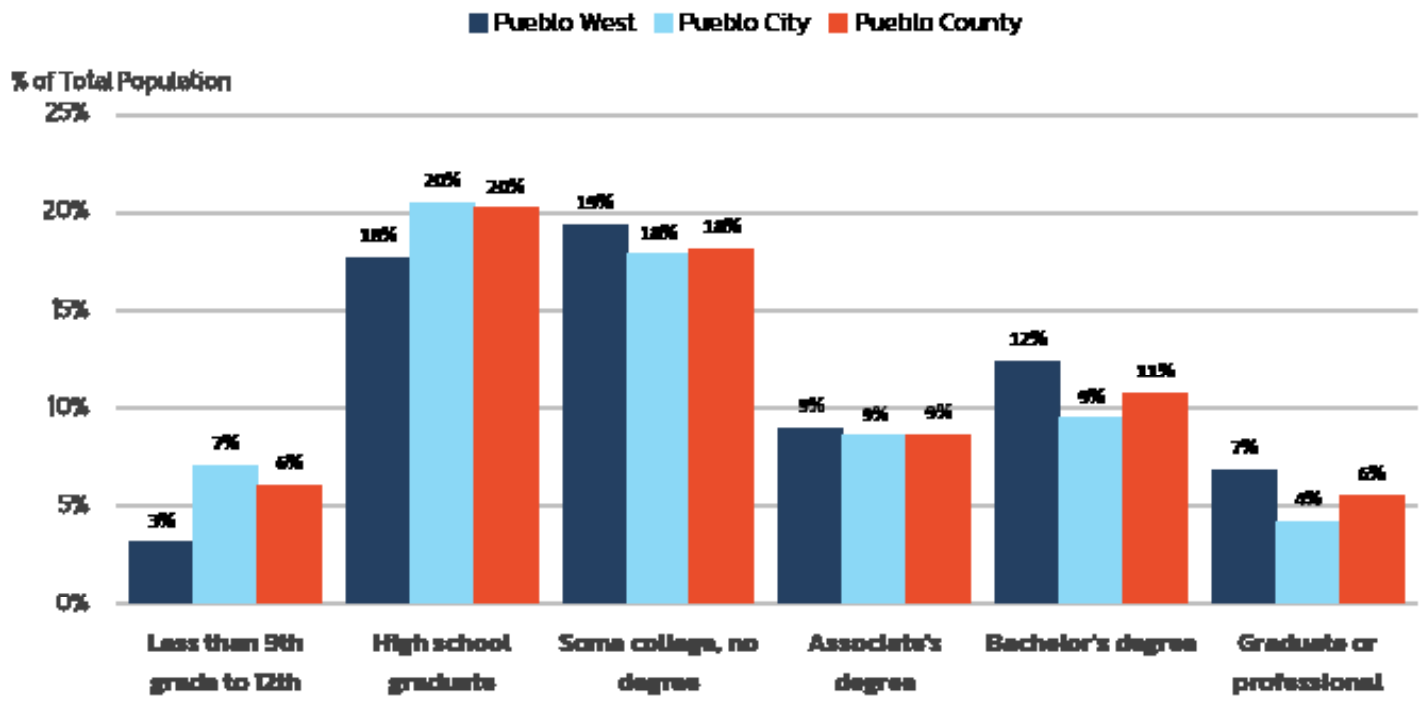
Description	Employees
Parkview Hospital Medical Center	3,100
Pueblo City Schools	1,759
School District #70	1,284
Wal Mart	1,135
Evraz Inc. (Rocky Mountain Steel)	1,124
Pueblo County	1,095
Vestas Tower America	967
St. Mary-Corwin	829
Convergys	700
Target Corp	700
City of Pueblo	683

County, including Colorado State University Pueblo, serve residents throughout the state and from out of Colorado.

Lastly, Pueblo is a tourism destination drawing visitors to the County for its outdoor recreational opportunities including Lake Pueblo State Park, entertainment opportunities including the Colorado State Fair, and attractions anchored by the Historic Arkansas Riverwalk Area. Pueblo's moderate climate, home prices, and quality of life has made it a destination for retirees.

The economy in Pueblo is also made up of primarily small businesses. According to the Pueblo Economic Development Corporation (PEDCO), most companies in the Pueblo County have under 10 employees and vast majority of companies have under 50 employees.

Educational Attainment, 2019[54]





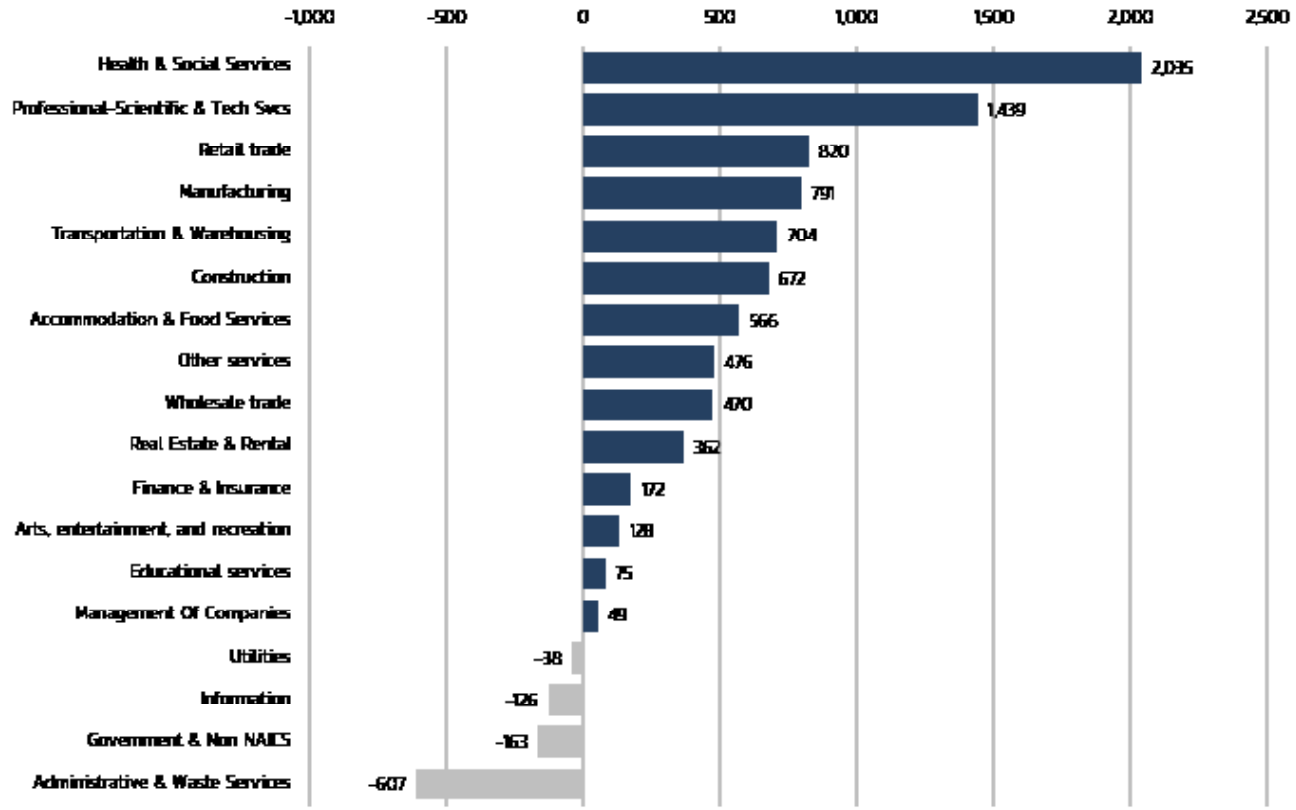
EDUCATIONAL ATTAINMENT

The economic base of the County consists of many jobs that do not require higher education. As a result, the average educational attainment of residents is lower than the state average. The percent of County residents with a bachelor's degree or higher is 17. Pueblo West has the highest incidence of residents with a bachelor's degree or higher, at 19 percent, compared with 13 percent for the City. By comparison, these rates are considerably lower than the rate for the state, which is 27 percent.

EMPLOYMENT TRENDS

Employment in Pueblo County has been growing at a steady rate for the past 20 years (1 percent per year) with an average 700 to 800 new jobs being created annually. The County's largest industries are also primarily the fastest growing industries. Health Care, Professional Services, Retail Trade, and Manufacturing have seen the greatest increases in employment since 2010. The increase in number of professional service jobs since 2010 represents significant growth in employment in an industry that had not previously been one of the County's largest industries.

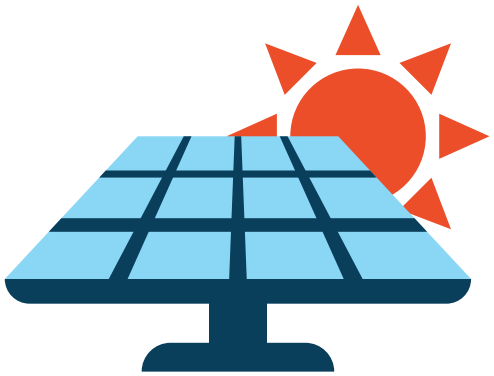
Change in Employment by Industry[55]
Pueblo County, 2010 - 2019



Emerging Industry: Industrial-Scale Solar

Pueblo County's abundance of land, climate, and utility facilities have attracted the attention of solar developers in recent years. The first utility scale solar project in unincorporated Pueblo County was constructed in 2014. Based on information provided by applicants, projects generate between 250 and 600 jobs during construction, which ranges from nine to 18 months.

Solar Farms in Pueblo County, 2020



8 EXISTING/PERMITTED SOLAR FARMS

17,000 TOTAL ACRES

3 PROPOSED/PENDING SOLAR FARMS

7,870 TOTAL ACRES

Emerging: Industry Hemp

Pueblo County has positioned itself as a prime location for hemp production, processing, and related-industries. PEDCO, Pueblo County Community College, the Institute for Cannabis Research (located at Colorado State University – Pueblo) have worked to attract hemp-related businesses and grow a workforce to support these businesses with customized education and training.

Hemp-related uses in unincorporated Pueblo County, 2020



OF OUDOOR GROW OPERATIONS

23 OF HEMP-RELATED PROCESSING/ MANUFACTURING FACILITIES

HEMP-RELATED JOBS

INCENTIVE AND ECONOMIC DEVELOPMENT PROGRAMS

Pueblo County and the City of Pueblo provide a number of incentive and economic development programs to support the economic health of the community. The City of Pueblo provides utility and stormwater fee rebates, property tax rebates, and the use of tax increment financing through urban renewal to support new development projects that further economic development goals. The City also created a dedicated sales and use tax capital improvement fund to support the attraction, expansion, and retention of businesses in the community. In addition to the City's programs, there are a number of state and federal incentive programs that businesses located in the County can access. A few highlighted programs are described below. A comprehensive list of programs is provided in the One Pueblo Economic Development Strategic Plan.

Established Development Area

The City of Pueblo adopted an Established Development Area in 2018. The Established Development Areas for alternative landscape standards for projects in the area to make it easier for infill projects to be approved.

Enterprise Zones

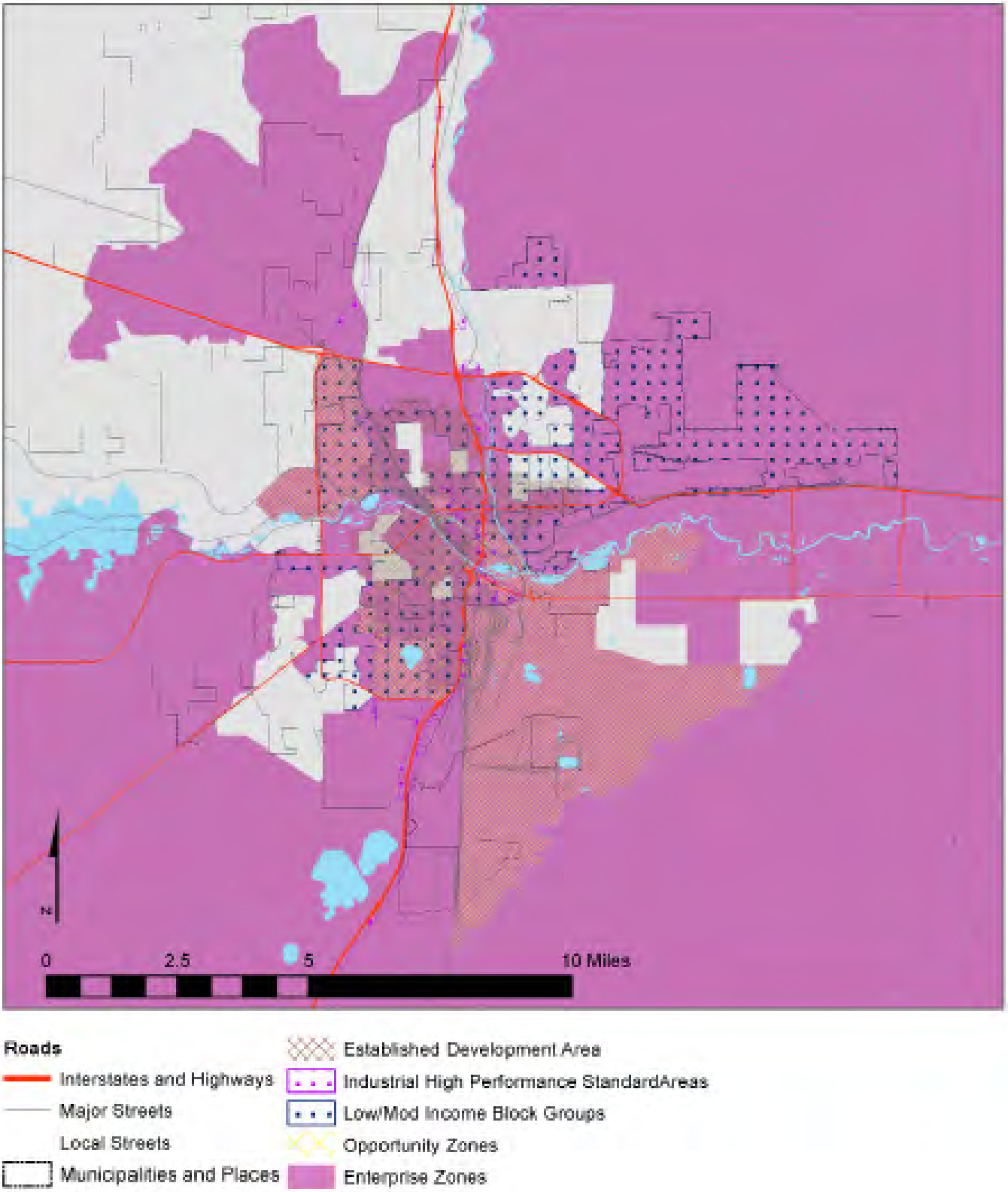
Colorado's Enterprise Zone (EZ) program provides tax incentives to encourage businesses to locate and expand in designated economically distressed areas of the state. The state currently has 18 enterprise zones. Pueblo's enterprise zone encompasses approximately 84% of the County. The program encourages job creation and capital investment by providing tax credits to businesses and projects which promote and encourage economic development activities.

Opportunity Zones

The Opportunity Zone program is a federal business and real estate tax incentive program established by the 2017 Tax Cuts and Jobs Act. It is intended to attract investment to communities that have traditionally lacked investment to stimulate economic development and job creation. The Opportunity Zone program established tax incentives to encourage private investment in OZs. An investor can place taxable capital gains into a qualified opportunity fund (QOF) and receive reduction or exemption from capital gains tax for investments from the QOF into an opportunity zone.

Opportunity Zones (OZs) are specific geographic areas located in 8,762 census tracts across the country. To be eligible for nomination, a census tract had to have a poverty rate of at least 20 percent or have a median income at below 80 of the state or metropolitan area's level. Pueblo County has nine opportunity zones that encompass most of the major employment areas in the County including Downtown, the EVRAZ Industrial District, the Lake Minnequa area, the St. Charles Industrial Park, and the State Fair/Events Center area.

Area Economic Incentive Zones[56]
City of Pueblo



ECONOMIC DEVELOPMENT PARTNERS AND EFFORTS

Economic development in Pueblo is supported by a large group of organizations, institutions, and public agencies.

Greater Pueblo Chamber of Commerce

The Greater Pueblo Chamber of Commerce is a non-profit organization with over 1,300 members. The Chamber serves as an advocate for the business community in Pueblo County and beyond. The chamber provides business development support services, networking events, and business marketing and advertising for members.

Latino Chamber of Commerce of Pueblo

The Latino Chamber of Commerce of Pueblo was formed in 1979 to provide a voice for Hispanic owned businesses in the community. The chamber helps individuals and companies grow through business support services and promotion. Additionally, the chamber provides support for small business development in the County.

Greenhorn Chamber of Commerce

The Greenhorn Chamber of Commerce is a membership of business and stakeholders within the communities of Colorado City, San Isabel, and Rye, which are located in the Greenhorn Valley. The chamber provides support service and promotion for its members.

Pueblo West Chamber of Commerce

The Pueblo West Chamber of Commerce was founded in 2001 and has over 200 members. It provides promotion, networking events, and support services for its members.

PEDCO

The Pueblo Economic Development Corporation is a non-profit economic development agency that provides primary employment attraction and retention services in the County. PEDCO has identified a set of target industry clusters that represent the major primary employment growth opportunities in the County. These industries clusters are:

- Aerospace and Defense
- Manufacturing
- Food and Beverage Production
- Hemp Growing and Processing
- Outdoor Recreation
- Rail Transportation Services

PEDCO offers a suite of programs and tools to help attract and retain businesses. Its most impactful tool is a dedicated City of Pueblo sales and use tax capital improvement fund that is used to support economic development related improvements. PEDCO also provides primary job training programs and administers tax incentives including a personal property tax abatement, enterprise zones, and agricultural employee tax credits. PEDCO recruits companies and structures deals to bring them to Pueblo. The commitment of funds such as the City's 1/2 cent sales tax funds are approved on a project-by-project basis by City Council. Likewise the County's incentives are authorized and approved by the County Commissioners.



RELATED PLANS, STUDIES, AND OTHER EFFORTS

One Pueblo Economic Development Strategic Plan

The COVID-19 Pandemic led business leaders in the County to come together to create a plan to address impacts of pandemic. The effort grew into an opportunity to also generate a collective vision and strategy for the economic recovery and long-term prosperity of the County. The Pueblo Business Economic Recovery Team "BERT" was formed and is comprised of 21 organizations. The BERT Team developed the One Pueblo Economic Development Strategy to guide the collective efforts of the business community. The group crated a vision for the community, which is ...

"Pueblo County is a dynamic and forward-thinking community of choice within Colorado that offers unparalleled opportunity for economic prosperity to each of its residents."

The strategy aligns regional efforts under five goals and collective teams. The five goals area:

- Vision Alignment/Regional Alignment
- Talent Pipeline Optimization
- Foundational Community Elements
- Target Industry Development
- Community Positioning

As of early 2021, teams have been assigned to each goal area and implementation is getting underway.

Pueblo Means Business

Pueblo Means Business aims to streamline and simplify the process of development review for businesses wishing to operate in the County. The project was initiated by Pueblo County in late 2020, in collaboration with the City of Pueblo, the Pueblo West Metro District, and Regional Building. The process is scheduled for completion in mid- to late-2021.

PuebloPlex Redevelopment Plan

Published in 2016, the PuebloPlex Redevelopment Plan defines the overall vision for the redevelopment of 16,000 acres of the Army Chemical Depot site 20 miles east of the City. In 2022, as weapons decommissioning concludes, ownership of this site is anticipated to transition to PuebloPlex - the local redvelopment authority, over a number of years.

Pueblo Shares

Pueblo Shares is a crowdsource site that allows people to upload photos, videos, and other content that positively promotes the assets and advantages of living in, investing in, or visiting the Pueblo region.

Choose Pueblo

Choose Pueblo is a joint marketing initiative of the City, County, Colorado City and Pueblo West that promotes the region's assets and advantages to tourists and those considering relocating to the area.

KEY CONSIDERATIONS FOR THE REGIONAL COMPREHENSIVE PLAN

Pueblo County possesses a strong economic base, an ample supply of land, and strong regional partnerships to build upon for the future. Existing infrastructure assets—including ready access to the rail network and water and sewer availability—can help support economic growth in the region. However, there are challenges that must be addressed, including the education and skill level of the workforce, rising electric power costs, and inadequate broadband connectivity, among others. Key considerations include:

Leveraging major transportation assets

Pueblo has major transportation assets (rail, highway, and airport) that can support a variety of industries and logistics efforts. The City has major rail yards for the BNSF and Union Pacific railways. The region's business parks and PuebloPlex redevelopment—the first 5,000 acres of which is slated to be transferred from the Army to PuebloPlex in 2022—also have multiple rail spurs creating opportunity for rail-served industrial sites. As well, the Transportation Technology Center Inc., located north of PuebloPlex is a railroad testing and training facility. The City is also located at the confluence of I-25 and Highway 50 connecting portions of southern Colorado directly to Pueblo. These assets are attractive to business, but Pueblo is still competing with other larger metro areas for jobs and workforce.

Maintaining a focus on education and workforce development

The relative lack of educational attainment and skills of the workforce may present challenges to attracting growth industries. Given these gaps, whether the workforce can grow to provide the right education/skills to support opportunities is a major concern. The workforce in Pueblo is also aging and older on average. Attraction and training of a younger workforce is needed to take advantage of economic opportunities that may be present now or in the future. (See also, education discussion in Focus Area 1.)

Assessing both the benefits and longer-term impacts of emerging industries

Emerging economic activities in Pueblo County, such as hemp production and solar energy production, are helping to diversify the economy and (in the case of solar) advance renewable energy goals, but the depth of the market opportunities for these industries are still unknown. As well, these industries can create land use impacts on the County that may not be desired. Solar energy production is land intensive and may impact the availability of easy to develop and/or desirable industrial uses that produce more employment in the County. Hemp and marijuana production is a burgeoning industry with a quickly changing regulatory environment. Analysis and monitoring are needed to understand if these emerging industries generate new economic opportunities for residents and what impacts on the County's services and infrastructure these industries create. Independent of the Regional Comprehensive Plan process, the County has taken steps to examine potential concerns and recommend possible policy and regulatory changes. These recommendations will be used to help frame land use and policy choices as part of the Regional Comprehensive Plan process.

Planning for economic resilience

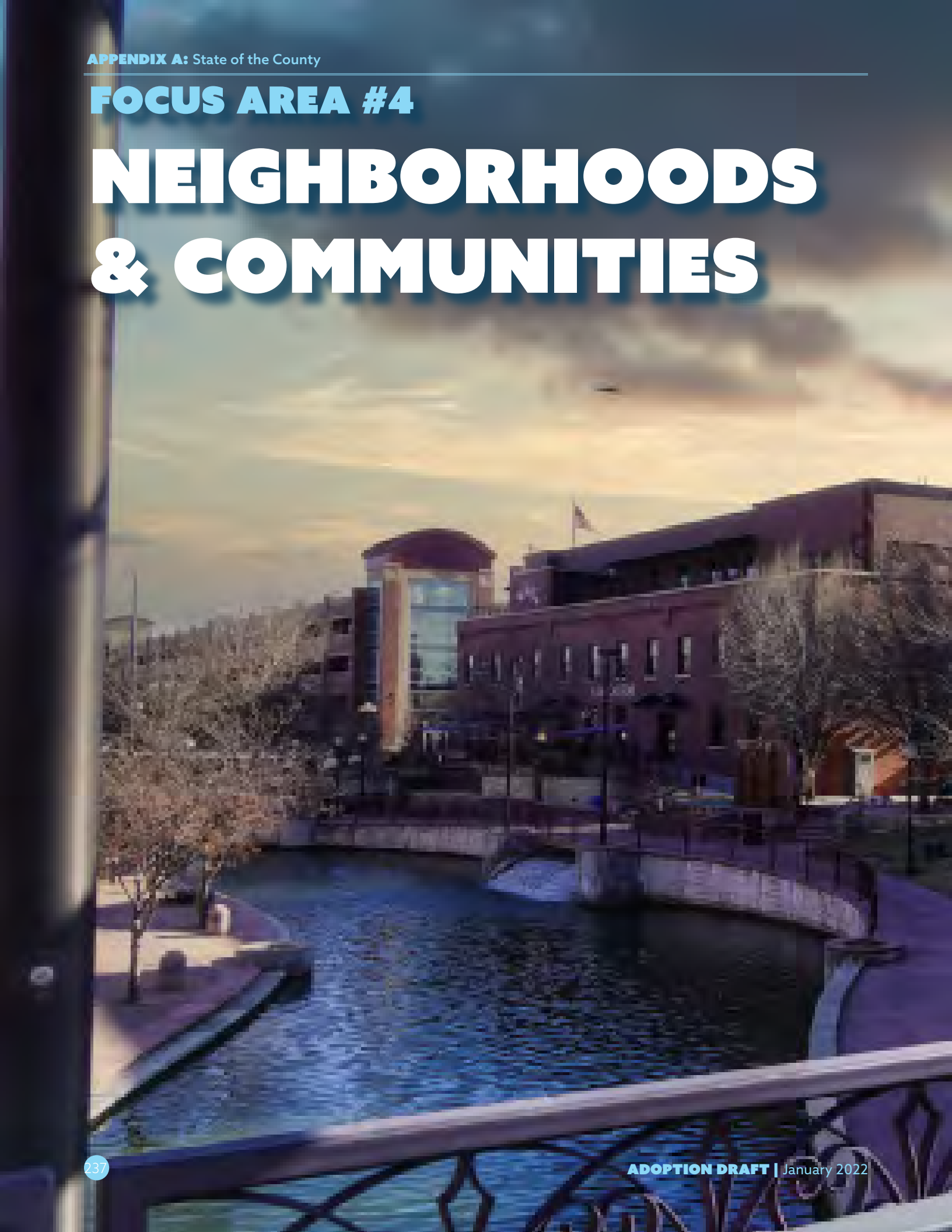
Lastly, the economic resilience of the community should be a major focus. The economic base includes industries that have jobs with less skill requirements. Increasingly these less skilled jobs are being replaced by investments in automation and new technologies. The traditional economic sectors in the region are being impacted greatly by technology advances and market forces. Ensuring employment opportunities for residents in the future will require the County's economy and workforce to continue to evolve.

Tailoring educational opportunities to match economic opportunities in the region

Stakeholder interviews emphasized the advantage of having both a two- and a four-year college in the town, but expressed concern that the education system at the secondary and post-secondary may not be sufficiently preparing Pueblo's workforce with the skills that match existing and anticipated jobs in the area. One concern is the limited level of educational attainment, where most residents do not possess higher degrees, making it difficult to fill higher-level positions across industries with employees from the local workforce. Another stated concern is a mismatch of skills, whereby expanding industries such as renewable energy have difficulty recruiting from the local workforce for skilled positions, expressing a desire for the expansion of programs that prepare students to enter into skilled trades. Additional concerns covered a general lack of preparedness of the workforce, citing problems with reliability, inability to pass drug tests, and lack of long-term commitment (beyond six months). Though efforts are already being made to link the needs of industry with the skills of the workforce, a strategic assessment of priorities and target institutions and industries could contribute to stronger alignment between education and industry in the County. Broadband access is also an issue in some parts of the County, raising concerns about digital equity for students. This challenge has been particularly acute over the past year with the reliance on remote learning.

FOCUS AREA #4

NEIGHBORHOODS & COMMUNITIES





Pueblo County is made up of many unique communities and neighborhoods, each offering a different lifestyle option and sense of community. The right mix of housing, at the right cost, is essential to serve housing needs and support the region's economy. Maintaining the quality and condition of that housing is also essential to ensure all residents have access to safe and healthy living conditions, regardless of their income level. This section provides an overview of household characteristics and existing housing stock in Pueblo County as they exist today and highlights future needs and implications.

Household Composition, 2019[57]

Description	Pueblo County	% of Total	City of Pueblo	% of Total	State of Colorado	% of Total
Family Households	42,573	64%	26,863	60%	1,421,844	64%
Non-Family Households	23,538	36%	18,082	40%	813,259	36%
Total Households	66,111		44,945		2,235,103	

HOUSEHOLD COMPOSITION

Family and Non-family Households

Pueblo is a family-oriented and family-friendly community. This attribute is reflected in its mix of housing options and types. Nearly two-thirds of the households in Pueblo County (64 percent) are family households (defined as two or more related people residing together), a figure equal to the state-wide average. The City of Pueblo has a slightly lower percentage of residents in family households, at 60 percent.

Household by Age Cohort

On average, Pueblo County residents are older than other Colorado residents. The most prevalent household type group in the County is householders age 45 to 64 years old, referred to as Mid-life singles and families. This group accounts for 36 percent of households. The second largest is the senior and empty nester category that accounts for 31 percent of households. The population age 60 and above increased by the fastest rate in the past decade while the population in younger age cohorts (specifically under 25 years old) declined. The needs and housing preferences of residents in these older age cohorts have been a major factor for the housing development patterns in the County.

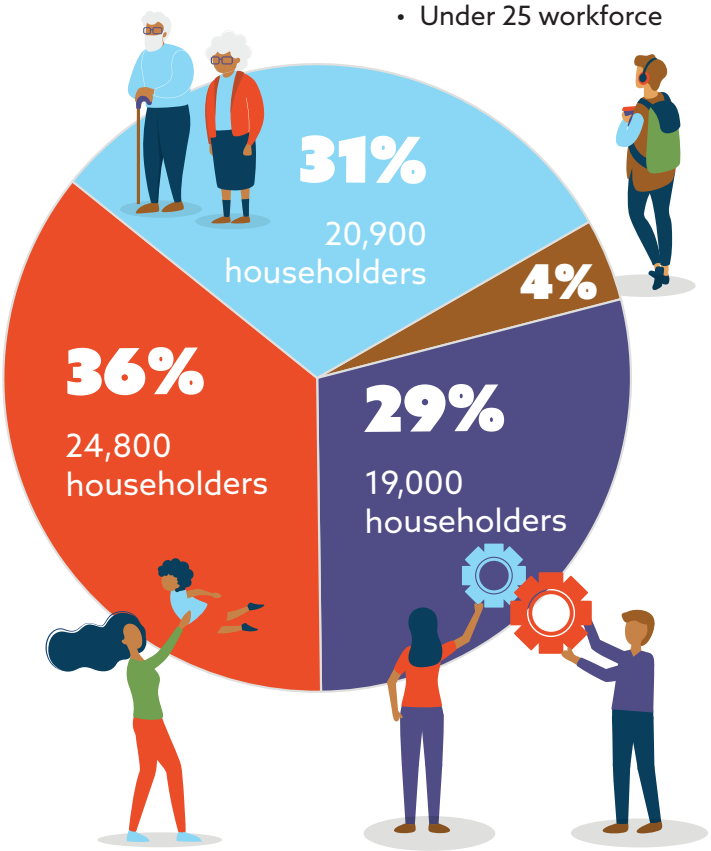
SENIORS AND EMPTY NESTERS

- 65+ years old, family and non-family households

STUDENT AND YOUNG WORKFORCE

(2,700 householders)

- University off-campus housing
- Under 25 workforce



MID-LIFE SINGLES AND FAMILIES

- 45 to 64 years old, family and non-family households

EMERGING SINGLES AND FAMILIES

- 25 to 44 years old, family and non-family households

Households by Units in Structure, 2019[58]

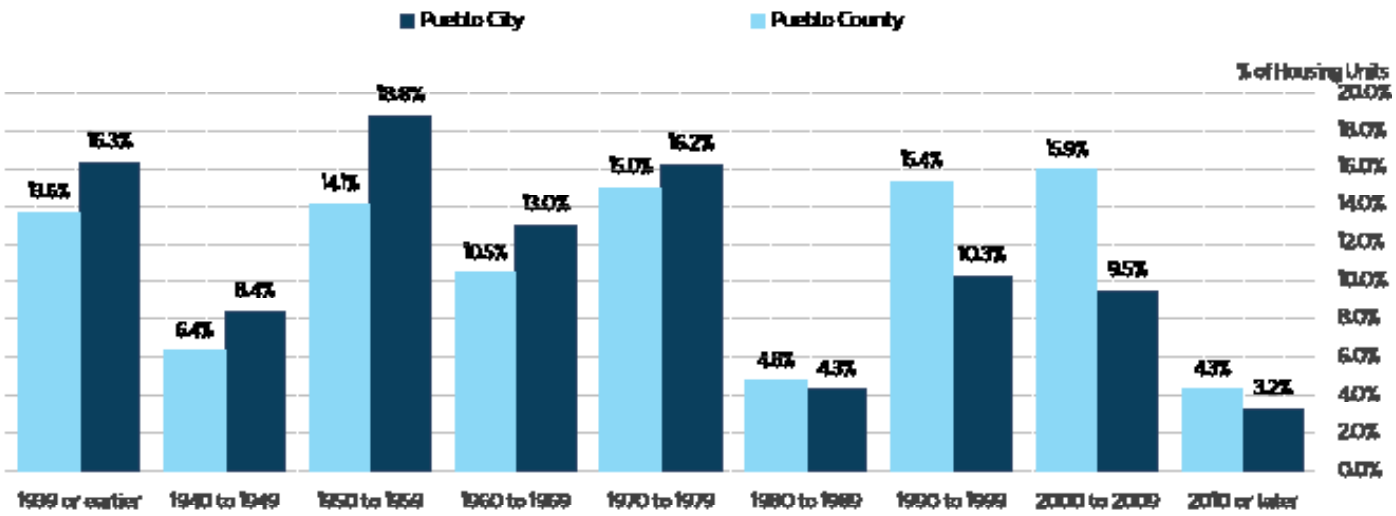
Description	Pueblo County	% of Total	City of Pueblo	% of Total
Single Family Detached	50,872	77%	32,448	72%
Single Family Attached	2,021	3%	1,858	4%
Duplex	1,339	2%	1,077	2%
Tri and Quad Plex	1,212	2%	1,180	3%
5 to 9 units	2,029	3%	1,936	4%
10 to 19 units	1,975	3%	1,929	4%
20 to 49 units	472	1%	472	1%
50 or more units	2,038	3%	2,000	4%
Mobile home	4,153	6%	2,045	5%
Boat, RV, van, etc.	0	0%	0	0%
Total	66,111	100%	44,945	100%

HOUSING STOCK CHARACTERISTICS

Housing Variety

Historically, the family orientation of Pueblo households has generated a housing stock where single family-detached units are the predominant housing type throughout the County, accounting for 77 percent of all housing units. Detached, single-family houses are also the most common type of housing in both the City of Pueblo and Pueblo West, accounting for 72 percent of units in the City and 84 percent of units in Pueblo West. Development trends over the past 20 years have been even more oriented to single-family detached housing, a pattern that has occurred despite the increase of renter households in the County, where the greatest increase of renter households since 2000 has been in single family renter households. While renter households are more typically associated with attached and multifamily housing, this growth pattern indicates that many new renters are occupying existing single-family homes. Metropolitan Districts. The result is a greater proportion of homes built after 1980 are outside of the City of Pueblo and the County's overall housing stock is newer on average compared to the City.

Housing Units by Decade Built, 2019[59]



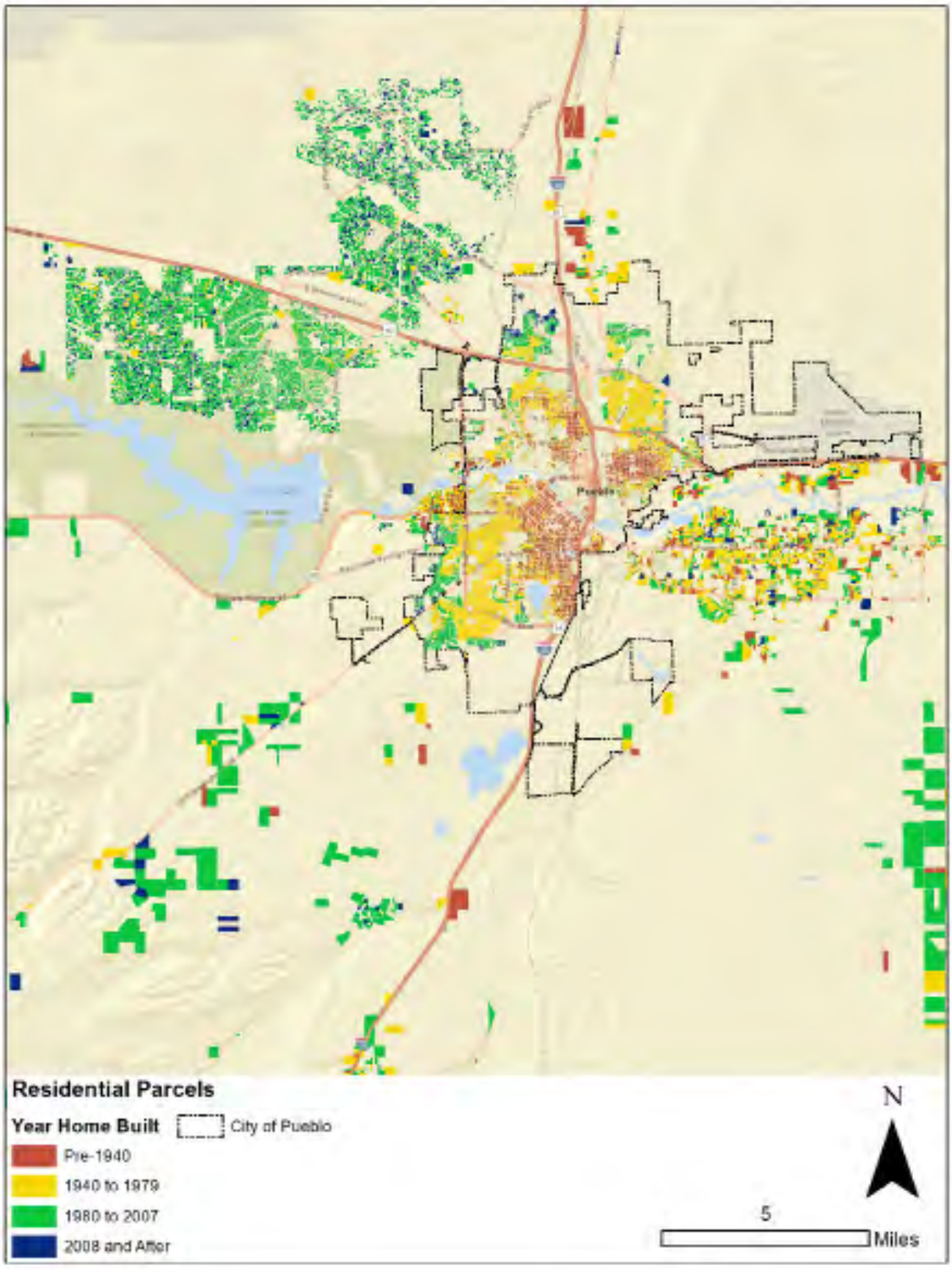
Age of Housing Stock

For much of the twentieth-century, the City of Pueblo captured the majority of the population growth in the County. This trend is reflected in the age of the housing stock. Over 70 percent of the housing units in the City of Pueblo were built before 1980. However, population booms in Pueblo County in the 1990s and 2000s led to a greater number of homes being built outside the City, primarily in Pueblo West and Colorado City, both of which were established as Metro Districts in the 1960s. The result is a greater proportion of homes built after 1980 outside of the City of Pueblo and an overall age for the County's overall housing stock that is newer on average when compared to the City.

Housing Stock Conditions

Nearly half (43.5 percent) of the housing stock in the City of Pueblo was built before 1960, versus 34.1 percent in the County as a whole. Housing conditions in some older parts of the City are poor due to aging infrastructure and associated disinvestment.

Homes/Parcels by Year Built[60]
Pueblo County











NEIGHBORHOOD TYPES IN PUEBLO COUNTY

Housing construction patterns in Pueblo County have created a distinct set of neighborhood types. Neighborhood types are grouped primarily based on the decade(s) they were built and their similar attributes—age of housing stock, block lengths, lot size, house orientation, and street networks.

- **Pre-War Neighborhoods.** These neighborhoods feature smaller homes on smaller than average lots primarily in the core of the City of Pueblo. These areas have a mix of front and alley-loaded homes, a gridded street pattern with shorter blocks, and greater overall housing density that is higher than other neighborhoods.
- **1950s to 1970s Housing Boom Neighborhoods.** The City experienced a substantial growth period after World War II that resulted in the creation of neighborhoods that are more suburban in nature. These neighborhoods have slightly larger lot sizes that are primarily front-loaded, a street network that is more oriented to major arterials with fewer access points, and more curvilinear street networks.
- **1990's and 2000's Exurbs.** The housing development pattern shifted greatly in the 1990s with most new housing development occurring in Pueblo West, Colorado City, and north of Highway 50 in the City of Pueblo. These neighborhoods range from larger lot suburban single-family homes to one- to two-acre "ranchettes." The street pattern in these neighborhoods is more winding, accessed off major highways and arterials, and has limited access points to surrounding uses. The Pueblo Ranch housing type is indicative of the homes in these neighborhoods.
- **Agricultural and Mountain Communities.** The agricultural communities feature a mixture of homes on large lots to large ranches spread through the agricultural areas and St. Charles Mesa along the Arkansas River including Vineland, Avondale, North Avondale, and the Town of Boone. The foothill communities on the western edges of the County at the foot of the Sangre de Cristo mountain range feature collections of homes clustered in small communities such as Rye and Beulah. These agricultural and foothill communities have experienced minimal new housing development, have older than average homes, and are oriented to workers within agricultural businesses or retirees.

HOUSING ACCESS AND AFFORDABILITY

Pueblo County faces growing issues related to housing availability, access, and affordability. These challenges are tied to some of the housing stock issues related to the age, conditions, and characteristics, but also to economic conditions and forces outside of the community.

The community's aging housing stock and affordability challenges are a matter of concern to maintaining and improving quality of life in Pueblo County. The interconnected nature of Pueblo County's economy makes housing a regional challenge in need of regional solutions.

Housing Access

In Pueblo County, currently there is a very limited amount of available housing – regardless of the cost. The U.S. Census Bureau's 2019 American Community Survey found that the City of Pueblo and the County had a rental vacancy rate of 3.1 percent, which is well below the state (4.8%) and national (6.0%) vacancy rates. Homeowner vacancy rates in the City and Pueblo County are 1.9 percent and 1.6 percent, respectively. This is similar to the state (1.1%) and national (1.6%) vacancy rate for owned homes.

The tight rental housing market makes it difficult for people moving to Pueblo to find a place to rent. In a market with limited options, current residents may find themselves in a home that is too large or small for their family, in a neighborhood that forces a long commute, and at a cost that keeps them from being able to support local businesses, invest in their future, or save for an emergency. A tight housing market limits the ability of residents to transition to housing that better fits their needs and income over time, because there are so few options available.

Housing Affordability

Pueblo County has traditionally been known as an affordable place to live but raising housing prices are decreasing accessibility to some residents. According to the U.S. Census Bureau's 2019 American Community Survey, 28.5 percent of households with a mortgage in Pueblo County are spending 30 percent or more of their income on housing costs (known as housing cost-burdened). This is a rate higher than the rate of cost-burdened homeowners nationwide (27.8%) and statewide (27.3%). In the City of Pueblo, 27.5 percent of homeowners are paying 30 percent or more of their incomes to cover housing costs.

Among renters, 58 percent are spending 30 percent or more of their income on housing in Pueblo – higher than the 55.3 percent of renters that are cost-burdened in Pueblo County overall. This is significantly higher than the nationwide (49.6%) and statewide (51.0%) rates of renters spending more than 30 percent of income on housing.

COST BURDENED RENTERS

55% Pueblo County

58% City of Pueblo

39% Pueblo West

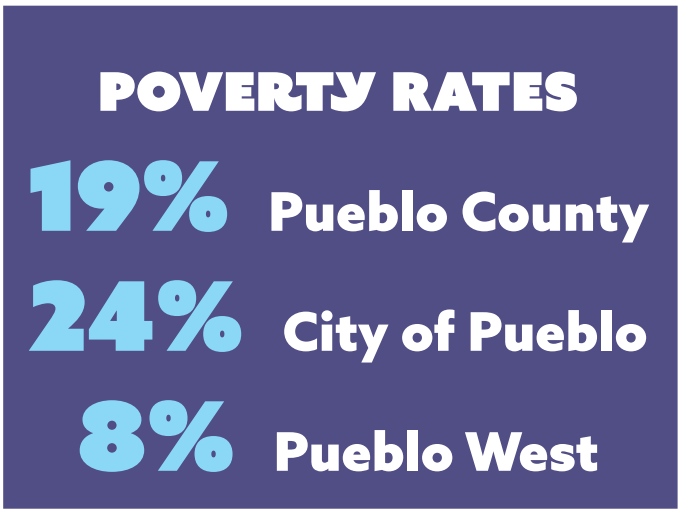
The age of housing stock in Pueblo County, which can be tied to higher maintenance costs and utility costs, can add to affordability issues for homeowners. Low-income homeowners may find themselves unable to afford maintaining their property, especially when major issues arise.

Residents and community service providers in Pueblo County have also indicated that many rental units are poorly maintained or even have unsafe living conditions. The 2019 American Community Survey

found that 0.5 percent of homes in Pueblo County lack complete plumbing facilities, 1.1 percent lack complete kitchen facilities, and 1.5 percent lack telephone service—possibly indicating an inability to access internet. Anecdotes from residents and community leaders suggests that the limited supply of affordable housing, low-income tenants find themselves unable to demand repairs or improvements due to the risk of eviction in a community with few other places to live.

Poverty

The challenges of housing access and affordability are exacerbated by poverty in Pueblo County. Although many areas of the region are more affluent, large numbers of residents in the region are living below the poverty line—a rate that varies based on the number of individuals in a home. In the City of Pueblo 23.5 percent of residents fall below this threshold, along with 18.9 percent of Pueblo County residents. These are both well above the state (10.3%) and national (13.4%) rates of people living in poverty.



The median household income in 2019 in Pueblo and Pueblo County is estimated at $40,450 and $46,783, respectively. Again, this is well below the statewide ($72,331) and nationwide ($62,834) median household income and indicates a challenge to housing affordability and security in the Pueblo region.

Supportive Housing

Poverty, limited housing availability, and increasing housing costs directly contribute to Pueblo's homelessness challenge. In a housing market with limited options, losing a job, a decrease in wages, or an unexpected bill can result in losing housing altogether. There is often little to no housing available at some income levels in Pueblo County. This issue prevents unhoused populations from returning to stable housing and places many more families and individuals on the edge of homelessness.

Although it is difficult to find an accurate current count of Pueblo County's unhoused population due to the COVID-19 pandemic, a place-in-time survey conducted in February 2019 found that Pueblo had an estimated 336 unhoused individuals – 121 in shelters, 39 in transitional housing, and 176 unsheltered. It is estimated that Pueblo's unhoused population may be higher, due to the difficult nature of counting transient populations that may also sleep in cars, on couches, or other impermanent locations. In recent years, Pueblo School District 60 found that over 1,500 students had experienced homelessness for some part of the school year.

Posada of Pueblo, a housing and supportive service provider in the community has indicated that demand for housing and services has increased dramatically over recent years, reflecting a trend towards more unhoused individuals. Similarly, the Pueblo Police Department regularly gets calls related to homeless population and have noted that the volume of calls and the resources dedicated to the issue have increased in recent years.

Nationwide, homelessness has been increasing since 2016, although the long-term trend since 2007 has been toward fewer unhoused people. The challenges presented by the current COVID-19 crisis to employment, mental health, and substance abuse is expected to further increase the need for housing and community services throughout the country. However, the unique and challenging circumstances of Pueblo County's housing market suggest that changes to the status quo for housing access and affordability are central to addressing issues of homelessness and poverty in the community.

RELATED PLANS AND STUDIES

Strategic Housing Assessment and Action Plan (forthcoming - 2021)

The City of Pueblo, in collaboration with Pueblo County and Pueblo West has retained a consultant to prepare a strategic housing assessment with an emphasis on affordable housing. This study will provide a more in-depth look at the housing inventory in the City of Pueblo and surrounding communities, housing cost and affordability, deficiencies in housing supply relative to need by price range or affordability level, and the amount of new housing that could be needed to replace obsolete or unsuitable housing during the next ten years. An economic analysis of housing development alternatives and housing barriers will also be conducted. Based on this assessment, an action plan will be developed to monitor the effects of implementing affordable housing strategies over time. Recommendations that emerge from this work will be used to inform the development of housing-related goals, policies, and implementation strategies as part of the Regional Comprehensive Plan.



NEIGHBORHOOD REHABILITATION EFFORTS

Some of the efforts underway to rehabilitate aging homes and invest in existing neighborhoods in Pueblo County are described below.

- **NeighborWorks of Pueblo.** NeighborWorks of Pueblo is a private nonprofit organization with the goal of assisting families with homeownership. In addition to free credit counseling, education, loan modification, budget planning, and foreclosure prevention training, NeighborWorks of Pueblo is helps low-income homeowners restore homes, apply for home rehabilitation loans, and complete energy and water efficiency upgrades. NeighborWorks of Pueblo has also assisted communities with landscaping, neighborhood beautification initiatives, and neighborhood clean-up projects.
- **Colorado Smelter Revitalization Project.** The Environmental Protection Agency (EPA) designated the Colorado Smelter Superfund site in December 2014 due to concerns about high levels of arsenic and lead identified in smelter slag and neighborhood soils. The study area for the superfund site encompasses many neighborhoods in Pueblo, including Grove, Bessemer, and Eilers. Along with testing and cleanup in the area, these neighborhoods expect to benefit from neighborhood revitalization efforts including streetscape improvements, better access to recreational opportunities, establishing a neighborhood plaza, connecting to amenities and Downtown, designating a history trail, and installing cultural wayfinding street signage. Finally, the planning effort will work to provide residents with homebuying assistance and develop strategies for developing affordable and workforce housing.
- **Pueblo Urban Renewal Authority (PURA).** The PURA has been active in development and revitalization projects in Pueblo since 1959 and works to identify area lacking investment and stimulate economic activity in that area through redevelopment projects. In the past, PURA has invested in streetscape improvements, public art, and other infrastructure improvements, and could focus those efforts on residential neighborhood improvements in the future.
- **Low-Income Housing Tax Credit (LIHTC).** The LIHTC is an important tool available to the Pueblo region for the creation of affordable housing, as well as rehabilitation of rental housing targeted to lower-income households. The federal tax credit gives tax credits to local governments and LIHTC-allocating agencies to support the acquisition, restoration, or new construction of affordable rental housing.
- **Energy Efficiency and Weatherization Programs and Incentives.** In addition to energy efficiency programs for all residents and businesses in Pueblo County, both Black Hills Energy and Xcel Energy offer programs and incentives for weatherization and energy efficiency that are targeted towards low-income homeowners.

KEY CONSIDERATIONS FOR THE REGIONAL COMPREHENSIVE PLAN

Demographic and economic changes have started to shift the composition of households in the County. The percent of family households has decreased in the past 10 and 20 years, at the same time as the percent of residents that own their home has decreased. Over the past two decades, the increase of renter households has approximately matched the increase of owner households. These shifts, however, have not been represented in the residential development patterns in the County. Furthermore, as the population ages the housing needs will diversify even more. The following were identified as key considerations for the Regional Comprehensive Plan process:

Adapting the housing supply to meet the needs of older residents.

The fastest growing group of residents over the plan horizon will be adults 65 and over, anticipated to grow by 40 percent. This group is anticipated to account for 5,878 of the projected 14,700 new households and will be the largest group in 2040. Smaller housing products with less maintenance requirements may become more in demand as such residents look to downsize or age in place. As well, health care needs may require or enhance the appeal of retirement communities and assisted living/continuum of care housing developments.

Expanding housing options to help attract and retain a younger workforce.

Demand for single family homes on large lots is anticipated to remain strong. However, some residents of large-lot areas separated from services and amenities, such as Pueblo West, have begun to express the desire for integration of more commercial uses and neighborhood amenities than currently exist in these large lot subdivisions. National housing trends have been shifting towards more mixed-use and walkable neighborhoods. Employment growth will attract new, younger residents that may desire different neighborhoods or may not be able to afford the types of homes built in these large lot areas. Lastly, as capacity for new homes reduces in existing developments, especially Pueblo West, the need for new subdivisions and neighborhoods may require more dense developed projects to off-set the costs of land and infrastructure to create housing.

Improving housing conditions in older neighborhoods.

Improving conditions in older neighborhoods has been an ongoing focus of City of Pueblo, Pueblo County, and other regional partners to help ensure all residents have access to safe and stable housing, promote reinvestment in under served areas, and address housing affordability and supply challenges. Coordination of Regional Comprehensive Plan policies and land use recommendations with these ongoing efforts will be important.

Advancing efforts to provide a Continuum of Care in housing

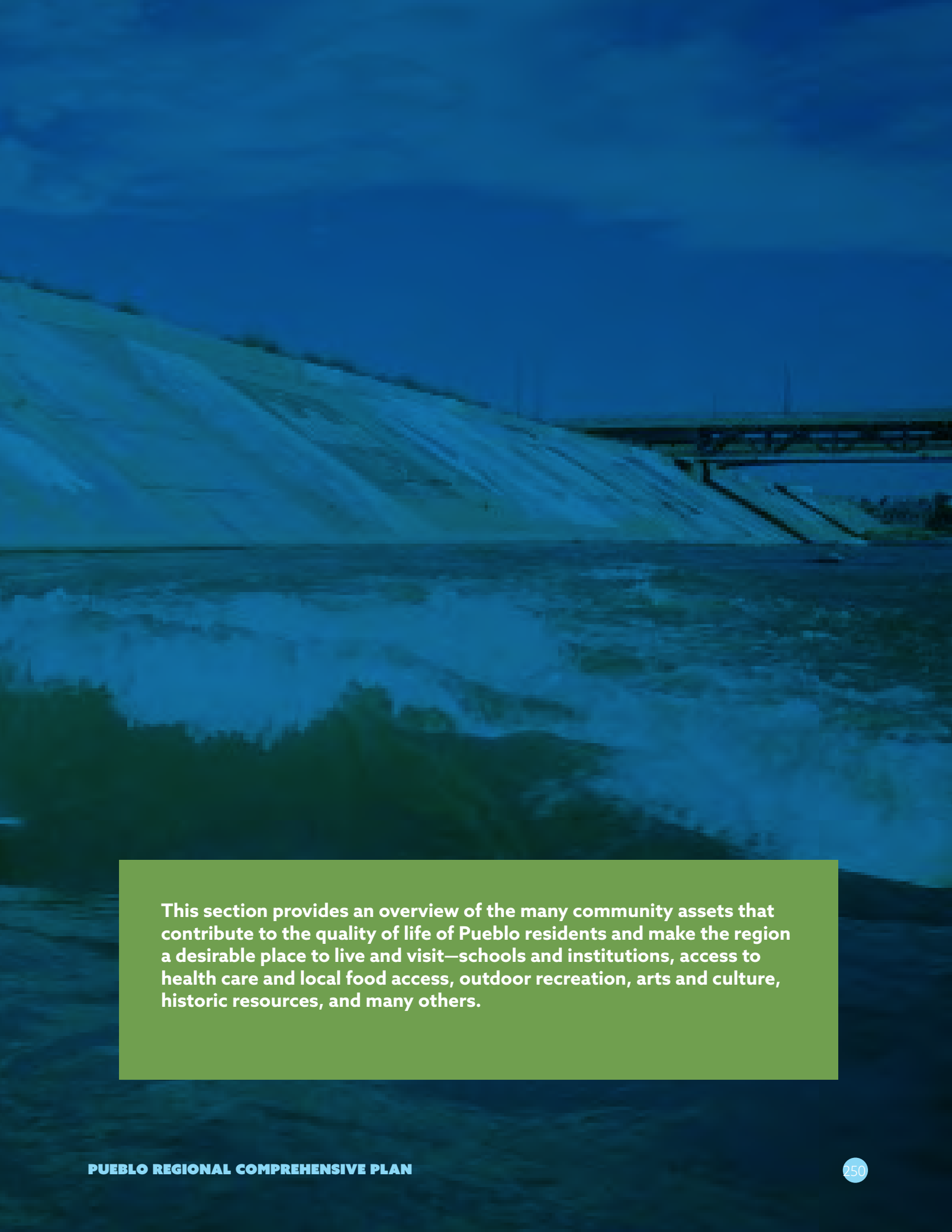
Homelessness and housing are regional challenges that merit a regional approach. Achieving long-term and sustainable housing solutions for low-income and unhoused people in Pueblo also requires a comprehensive approach that includes housing options, affordable housing, and supportive housing. A Continuum of Care approach is designed to provide a community-specific strategy for planning, strategic resource use, coordination between programs and providers, and data collection for measuring performance. Pueblo—led by the Pueblo Rescue Mission and Pueblo Triple Aim Corporation— recently signed on to participate in the national Built for Zero program. The program focuses on Continuum of Care and has numerous efforts ongoing to work towards finding homes for all Puebloans.

Encouraging fiscally sustainable housing development

Lastly, the ability of the City, County, and the metropolitan districts to serve new housing developments with water, sewer, roads, parks, and other municipal services may create financial constraints, which may limit where new development is feasible or supportable. The fiscal health of these communities is greatly impacted by the growth pattern and may have to shift to be able to ensure basic infrastructure needs can be met and existing/desired levels of service can be met.

FOCUS AREA #5
COMMUNITY ASSETS





This section provides an overview of the many community assets that contribute to the quality of life of Pueblo residents and make the region a desirable place to live and visit—schools and institutions, access to health care and local food access, outdoor recreation, arts and culture, historic resources, and many others.

EDUCATION

School Districts

School District 60 serves the City of Pueblo and approximately 16,000 students in 30 schools. It has a student body that is roughly 75 percent non-white and, in 2019, the district had an 83 percent graduation rate. This is slightly higher than the statewide average of 81 percent.

School District 70 serves Pueblo County, outside Pueblo City limits. The district educates over 8,000 students across 35 schools and, in 2020, had a 93 percent graduation rate. This is more than 10 percentage points above the statewide average.

CSU Pueblo

Part of the Colorado State University System, CSU-Pueblo is a 275-acre campus, with approximately 4,000 students. Located in the northeastern corner of Pueblo, the university offers undergraduate, graduate, and pre-professional degree programs. Nearly 50 percent of the student population is non-white, and 83 percent come from within the State of Colorado. The campus is a federally designated Hispanic-Serving institution.

Pueblo Community College

The Pueblo Community College (PCC) has its primary campus in Pueblo, with four additional satellite campuses in Durango, Canon City, Mancos, and Bayfield. PCC serves over 5,000 students at its Pueblo campus and offers certificate programs, associate degrees, and bachelor's degrees.

Hospitals and Medical Facilities

Major hospitals in Pueblo County are Parkview Medical Center and St. Mary Corwin Medical Center. Medical offices are clustered nearby each of these hospitals and at the Park West Medical Complex. Pueblo also hosts the Colorado Mental Health Institute at Pueblo (CMHIP), a nearly 500-bed hospital located on a 300-acre campus. CMHIP is one of Pueblo's largest employers and focuses on inpatient treatment of behavioral health among adults and adolescents.

Residents of Pueblo County can address most medical needs locally, but may need to travel to Colorado Springs, Denver, or another large city for some procedures.

Food Security[61-62]

Access to healthy and affordable food is a major contributor to a community's quality of life. It can improve public health, reduce stress, save money, and help children excel in school. However, many parts of Pueblo County are not able to meet this fundamental need. The average rate of household food insecurity between 2009 and 2011 was 13.4 percent – up from 8.6 percent between 1999 and 2001. In 2011, 26.3 percent of children in Pueblo County were food insecure. Some factors leading to increased food insecurity is the growing poverty rate and a higher percentage of single-parent households.

The Pueblo City-County Health Department (PCCHD) Consumer and Market Report (2013) looked at buying patterns of Pueblo County customers and the distribution of revenue from food purchases to other sectors of the food industry. The report details the frequency of at-home versus away-from-home meals, the types of places that residents eat and shop for food, the amount spent on food, the type of food purchased, and other factors that influence the local food economy. Key findings from the report include a decline in the amount spent on food (mirroring statewide and regional trends), concerns about cost of fruits and vegetables (72 percent of survey respondents said more affordable fruits and vegetables would make it easier to eat healthy), a significant portion of residents having to travel more than 10 miles to access fruits and vegetables (20 percent), and a growing an interest from Puebloans in buying food from local suppliers or growing or hunting for food.[63]

To achieve a more safe, healthy, and affordable food system PCCHD is involved in several initiatives, including:

- **The Healthy Food and Beverage Initiative.** Funded through a grant from the Colorado Department of Public Health and Environment (CDPHE), the focus of the imitative is to work with public venues, such as the Pueblo Zoo, to add healthier choices to a concession stand or café
- **The Healthy Corner Store Initiative.** Funded through a grant from the CDPHE, this initiative is working with food retail stores in Pueblo to add healthy products to their inventory.

PCCHD has also developed a Community Health Improvement Plan (CHIP) to guide efforts towards improving health through 2022. The CHIP identifies obesity as one of the key issues in the community and establishes a strategy to "improve access to healthy and affordable foods in the community," among other efforts.[64]

Additionally, the Pueblo Food Project is a major effort in Pueblo County to look at the community food system and "create a more vibrant, nutritious and equitable food system for every eater in Pueblo County." The Pueblo Food Project is a community coalition with five working groups, three task forces, an advisory council, and a youth council. The effort includes participants from the agriculture and food products industries, organizations involved in housing and poverty, local business leaders, community activists, concerned citizens, and representatives from Pueblo Community College, CSU-Pueblo, University of Colorado-Colorado Springs, Pueblo County, and the City of Pueblo.

The major initiatives of the Pueblo Food Project are:

- **Healthy food access.** Creating a food system that provides safe, healthy, affordable, and equitable food for all Puebloans.
- **Local food economy.** Developing a resilient local food supply system by incubating and supporting food and farm businesses. This includes the annual Food and Ag Summit, which works to develop entrepreneurs, connect businesses, and establish a stronger local food economy.
- **Food and farm education.** Fostering opportunities for the community to learn about the food system and acquire food skills.
- **Advocacy.** Providing a structured, community-driven means to shape food and farm policy decisions at the local, state, and national level.
- **Collaboration.** Bringing together community organizations, businesses, public institutions, government agencies, and residents to learn, contribute, impact, and celebrate the food system.

Other planned projects include the restoration and adaptive reuse of the former Nuckolls Packing Company building in Pueblo's Grove neighborhood, and Watertower Place—which involves the redevelopment of a historic building into an urban village and hub of innovation with event space, creative industries, and – notably – a food market to support on-site and local agriculture and food-related businesses.

FARMS AND RANCHES

Ranching and farming have been important to the economy and culture of the Pueblo area since the County was established in 1861 – when Colorado was still a territory.

Prime Agricultural Land

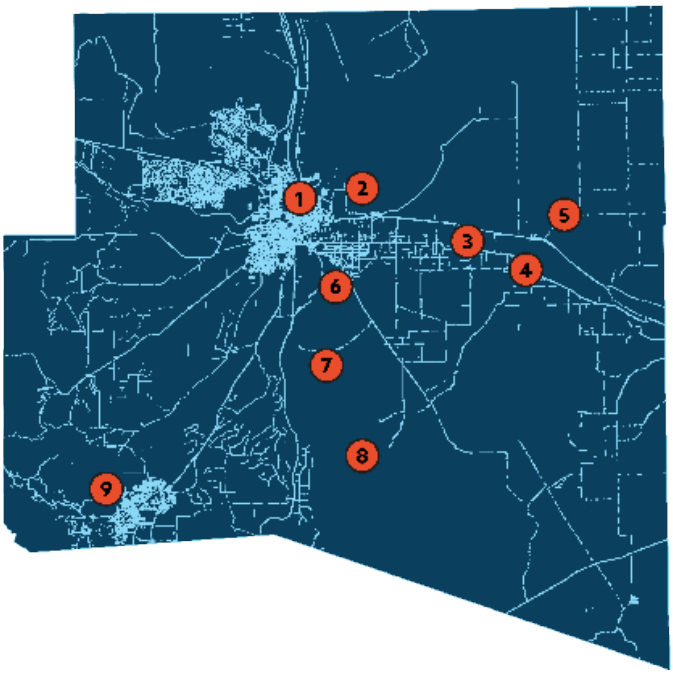
The majority of the County's prime agricultural land is located on the St. Charles Mesa in the Arkansas Valley Fill Aquifer. This area is irrigated and highly productive. It was identified in a 2016 assessment completed by the American Farmland Trust as nationally significant agricultural land. The Trust defines nationally significant agricultural land as the land best suited for long-term production of food and other crops.

Conservation Areas

To protect the agricultural heritage and productivity of the Pueblo region and preserve the scenic and environmental benefits of agricultural lands, some working farms and ranches in Pueblo County have been set aside for preservation through conservation easements. Conservation easements are voluntary legal agreements between landowners and land trusts or governments to limit development of the property in the future with permanent restrictions and protect important values of the property forever. Led by the property owner's interests, conservation agreements allow farms and ranches to continue to operate and often protect open space, wildlife habitat, rivers and streams, and other natural features. Nearly 200,000 acres of land in Pueblo County are held in conservation easements. Nearly 50,000 acres (some of which correspond to conservation easements) are designated by the Colorado Natural Heritage Program as Wildlife and Biodiversity conservation areas.

Pueblo County also uses agricultural PUDs to allow for residential lots to be incorporated into a primary agricultural use of the PUD zoned area. This has allowed farm and ranch families to expand some limited new residential lots, while retaining the primary agricultural uses within the PUD.

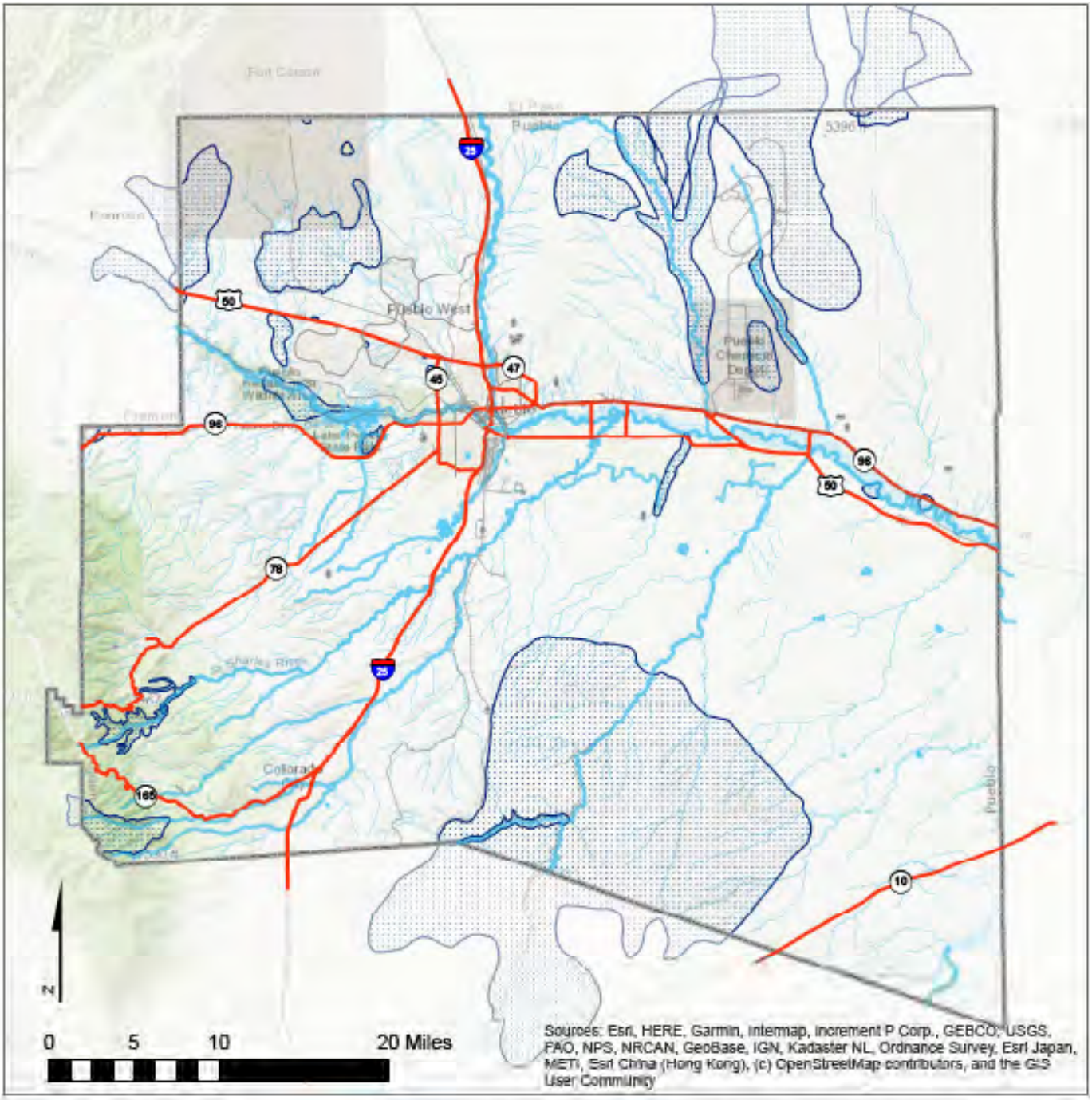
Centennial Farms and Ranches[65]
Pueblo County



Some of the oldest, continually operating homestead farms and ranches in Pueblo County date back to the late 1800s, with a small number having been operated by the same families since their establishment over a hundred years ago. These are Centennial Farms and Ranches, as recognized by History Colorado.

1. Koch Farm, Pueblo, 1914
2. Butler Ranch, Avondale, 1882
3. William H Johnson Family Farm, Avondale, 1906
4. Carter Ranch, Boone, 1909
5. Thatcher Land & Cattle Co., Boone, 1894
6. Cawlfield Farms, Pueblo, 1891
7. San Carlos Ranch, Beulah, 1889
8. Ruddock-Roper Ranch, Beulah, 1892
9. Bennett Ranch, Beulah, 1897

Conservation Areas Capacity Analysis[66]
Pueblo County



OUTDOOR RECREATION

One of Pueblo County's most valued resources is its abundant and easily accessible outdoor recreation opportunities. These include access to public lands, as well as parks and recreation facilities provided by the County, City, and other regional partners.

Public Lands

Over 25 percent of Pueblo County's land area is managed by state or federal agencies. While not all of this land is open to the public, two of the most notable public lands assets in Pueblo County that offer outdoor recreation opportunities include:

Lake Pueblo State Park and Wildlife Area

Lake Pueblo State Park extends west of the City and north of highway 96 along the shores of the Pueblo Reservoir. The State Wildlife Area extends further west of the Park, along the Arkansas River. The park encompasses 10,280 acres, including the Reservoir. Lake Pueblo is Colorado's most visited state park and reached a record 2.7 million visitors in 2019 – up from 1.8 million visitors in 2016. This continues a trend towards increased visitation across all of Colorado's state parks and signifies the importance of Lake Pueblo State Park to the recreation and tourism economy of the region.

Lake Pueblo State Park is home to over 40 miles of multi-purpose trails. Construction and maintenance of the Lake Pueblo trails is led by local non-profit community group, Southern Colorado Trail Builders (SCTB), which works alongside the State Park and U.S. Bureau of Reclamation to maintain and expand the trail network, while working to reduce conflicts between different user groups and limit impacts to natural resources.

San Isabel National Forest

Though primarily located west of Pueblo County, portions of the San Isabel National Forest extend into the County on its western and southern edges. The Wet Mountains and Greenhorn Mountain Wilderness are encompassed by the National Forest and are easily accessible from Rye and Beulah in Pueblo County. The San Isabel National Forest offers miles of trails for use by people hiking, mountain biking, or riding horses. Many trails connect to open spaces managed by local government agencies.

Parks and Recreation

Pueblo County is home to an extensive system of parks, trails, open space, and other recreation opportunities.

Pueblo County Parks and Trails

Pueblo County owns and operate five parks – John Arellano Park and Fulton Heights Park in Salt Creek, McHarg Park in Avondale, Liberty Point near Lake Pueblo State Park, and Rye Mountain Park in the mountains outside of Rye. The County also provides recreational opportunities at the Runyon Field Sports Complex, Desert Hawk Golf Course in Pueblo West, Fulton Heights Community Center, McHarg Community Center, and Pueblo County Recreation Center – along with numerous programs, events, and activities at each park and center. 2016 Ballot Measure 1A offers Pueblo County the opportunity to expand recreational offerings, including construction of the St. Charles Mesa Community Center (including recreation center and swimming pool) and completion of the Downtown Youth Sports Complex.

In addition to trails between County-owned parks, Pueblo County is working to extend the trail system to underserved parts of the community and to create regional connections. Pueblo County is in the early stages of the Arkansas River Trail Connection project – a collaboration with the City of Pueblo and private landowners – which aims to extend trails along the Arkansas River to the east of Pueblo and along the south end of St. Charles Mesa to Baxter Road. Funded by the Capital Improvement Program and 2016 Ballot Measure 1A, the Arkansas River Trail extension will require easements, land acquisition, and further study. Future regional efforts to extend trails and open space along Fountain Creek – and possible future connections to Colorado Springs – present an exciting opportunity for regional collaboration



City of Pueblo Parks and Recreation

The City of Pueblo offers a robust network of parks, open spaces, and recreational amenities – approximately 90 properties and over 4,575 acres under City ownership and an additional 29 properties and approximately 250 acres under City maintenance. Included is 24 miles of trails. Some notable parks and recreational amenities include:

- City Park
- Mineral Palace Park
- The Honor Farm Open Space
- The Fountain Creek Corridor
- The Arkansas River Corridor
- The Pueblo Plaza Ice Arena
- El Centro del Quinto Sol Recreation Center
- Pueblo Mountain Park: Nature and Wildlife Discovery Center
- Lake Minnequa Park and Open Space

Of the 24 miles of trails maintained by the City, the Pueblo River Trail System is the crown jewel. The system stretches along both the Arkansas River and Fountain Creek to provide recreational access and connect the river corridors with CSU-Pueblo, Pueblo Mall, Runyon Field Sports Complex, the Historic Arkansas Riverwalk, Downtown Pueblo, Pueblo City Park, and Lake Pueblo State Park. These river corridors are also connected to on- and off-street paths and bikeways that extend into Pueblo neighborhoods. The Pueblo White Water Park and much of the Arkansas River corridor are regional draws for fishing, kayaking, tubing, and more – made possible by protection and investment by the City of Pueblo.

In partnership with the Nature and Wildlife Discovery Center and San Isabel National Forest, and City of Pueblo, the SCTB completed the 1.8-mile Carhart Trail to connect Pueblo Mountain Park with existing trails in the National Forest.

The City's Parks and Recreation Assessment and Implementation Plan looks at the accessibility of parks within a ten-minute walk (1/3 mile) and within a short bike ride (1 mile) from where Puebloans live. Based on this level of access, almost 90 percent of the City is served at a neighborhood level by the current system of parks, trails, open space, and indoor facilities – with

some gaps present between parks and a more noticeable lack of access along the edges of the City.

In addition to the need for parks, trails, open space, and indoor facilities to fill the gaps in service, the community has identified a need for greater investment in and maintenance of existing parks. Stakeholders and residents have particularly noted a need for more pools, athletic centers, and opportunities/activities for youth.

Pueblo West Parks and Recreation

The Pueblo West Municipal District provides residents with a variety of parks, open space, and recreation amenities. Facilities include indoor and outdoor recreation at Civic Center Park (including Cattail Crossing Pond, the Civic Center Skate Park, and the Splash Park), Lovell Park (including the Waggin' Tail Dog Park and Pueblo West Pool), Memorial Recreation Park, and Pixie Playground. All of these facilities are located south of Highway 50.

Pueblo West offers miles of trails. The McCulloch Main Trail, Safe Routes to School Trail, Sierra Vista Trail, Desert Sage Trail, SDS Trail, Civic Center Park Trail, and Cattail Crossing Pond Trail are all dedicated to people walking or biking – often connecting neighborhoods, schools, parks, and other trails. Because Pueblo West was designed to be an equine-friendly community, the area has miles of trails and easements within neighborhoods and connecting to Lake Pueblo State Park.

The Pueblo West Municipal District also provides classes, activities, and a robust network of open lands and multi-purpose trails throughout the community. Pueblo West has plans and grant funding at this time to complete an additional seven miles of trails in the coming years.

Colorado City Parks and Recreation

Greenhorn Meadows Park and Campground offers camping along the Greenhorn Creek and picnic areas, playgrounds, and event pavilion. Lake Beckwith is popular for fishing and hiking the trail around the beautiful lake. Greenhorn Valley Trail Master Plan includes developing more hiking trails to connect much of the Colorado City/Greenhorn Valley area.

Community Organizations

In addition to the SCTB – highlighted above for contributions to the regional trail network – Pueblo Active Community Environments (PACE) is an important community organization that working to improve the built environment for people walking and biking. PACE advocates for improvements to recreational amenities, promotes walking and biking, and supports the growth of a sustainable economy – tied to local history, culture, and alternative modes of transportation. Notable efforts that PACE has spearheaded include distributing maps of area bike routes, improving trail signage, organizing Bike to Work and National Bike Challenge events, gaining grant funding for additional bike racks, applying for Bicycle Friendly Community status, and many other local advocacy efforts.

HISTORIC AND CULTURAL RESOURCES[67]

The City of Pueblo was founded in 1870, making it among the oldest in Colorado. Almost three decades before the City was founded, the area was a trading post and fort called El Pueblo. Historically inhabited by the Ute people, the first European explorers and settlers arrived in 1842 and established the trading post at the confluence of the Arkansas River and Fountain Creek.

The gold rush, western expansion by European people, and later agriculture, mining, and industry led to Pueblo growing into one of Colorado's largest cities – only matched by Denver in terms of population and economic impact.

Historic Buildings and Structures[68]

Due to Pueblo's history as an economic center in Colorado, the area has a diverse stock of historic structures. There are 67 properties and districts in Pueblo County that are on the National Register of Historic Places. An additional six properties on the National Register have been demolished and are no longer listed. In January 2021, the Colorado Fuel and Iron Company Administration Complex was named a National Historic Landmark – the only such landmark designation in Pueblo.

As part of an ongoing effort to document the history of the community, the City of Pueblo is leading a Downtown Historic Survey Project, that aims to catalog the buildings of downtown Pueblo and compile their histories into a larger narrative.

Through investments in Downtown Pueblo and coordinated efforts to protect historic structures, the community has demonstrated an interest in seeing historic structures appreciated, protected, and utilized by local businesses and residents into the future. Residents have expressed a desire to see underutilized historic structures – especially in Downtown Pueblo – become activated with retail, offices, housing, and other active uses.

Historic Neighborhoods and Districts[69-70]

Much of the region's history is centered in Downtown Pueblo – most notably, the Union Avenue Historic District. The District is home to 87 historic structures that serve as the bases of a National Register of Historic Places designation. The Union Avenue Historic District includes Union Depot, which was completed in 1889 and features Romanesque Revival-style Architecture, beautiful tile flooring, stained glass windows, and hardwood wainscoting.

In addition to the effort to document the history of Downtown Pueblo, the City of Pueblo has led several other neighborhood-wide inventories and studies. These include:

- Bessemer Historic Study
- Eiler's Historic Context Study
- East Side Historic Building Inventory
- East Side Historic Context Study
- Goodnight Barn Restoration Study
- Northside Historic Context Study
- South Pueblo Historic Context Study

Although many of these efforts are led by the City of Pueblo, the community has many partnering organizations and agencies that contribute to historic preservation. Notable organizations like Pueblo County Historical Society, Historic Pueblo Inc., Pueblo Archaeological and Historical Society, Bessemer Historical Society, History Colorado, and El Pueblo Museum, Colorado Scenic and Historic Byways (CDOT), and others.



PUEBLO COUNTY: A CULTURALLY DIVERSE REGION[71-72]

Pueblo is one of Colorado's most culturally diverse regions. Over its history, Pueblo County has been under the dominion of five nations – Spain, France, Mexico, the Republic of Texas, and the United States. Prior to that time, the Pueblo region was home to Paleo-Indian and Archaic peoples, members of the Apishapa culture, the Ute people, the Jicarilla Apache people, and the Comanche people – each culture adding to the unique history of the community.

After the area was acquired by the United States following the Mexican-American War, Pueblo began to see growth among Euro-American settlers during the Colorado Gold Rush. This trend accelerated with the arrival of the railroad – a catalyst for the establishment and rapid expansion of the steel industry. Pueblo County became home to the first steel mill west of the Mississippi River in 1881, which built the rails necessary to extend the railroad into the mineral-rich mountains, nearby coal fields, and to other Front Range communities.

The industrialization of Pueblo led to rapid population growth in the twentieth century, including an influx of immigrants from around the world to provide labor for the mines, railroads, factories, and smelters in the region. Among those that made Pueblo home were immigrants from Canada, China, Germany, Great Britain, Ireland, Italy, Japan, Mexico, Poland, Russia, Scandinavia, Slovenia, and New Mexican and Black workers from elsewhere in the United States. The vibrant and diverse community also included Jews fleeing from Eastern Europe.

Throughout Pueblo County's history, agriculture has been a major economic and cultural driver. Ranching, famous Pueblo chile peppers, and the cultivation of beans, melons, potatoes, and other vegetables have been mainstays of the agricultural industry. Over time, Pueblo's communities have continued to diversify with the growth of new Latino residents.

During each era of Pueblo's history, different communities and cultures came to the region and established roots, which resulted from time-to-time in a variety of tensions and conflicts. Many longstanding and immigrant communities have formed social groups, built businesses, and developed strong neighborhoods that maintain their unique cultures to this day.

ARTS AND CULTURE AND EVENTS

The Pueblo region has a unique history in Colorado and offers a similarly rich and distinctive cultural heritage. Numerous events, museums, and cultural amenities in Pueblo celebrate this history while providing enriching educational and entertainment experiences to residents and visitors to Pueblo. Some of the most notable museums and cultural amenities include:

- Sangre de Cristo Arts Center
- El Pueblo Historical Museum
- Nature and Wildlife Discovery Center
- Pueblo Zoo
- Pueblo Heritage Museum
- Pueblo Railway Museum
- Weisbrod Aircraft Museum
- Rosemount Museum
- Steelworks Museum
- Buell Children's Museum
- The Center for American Values

Pueblo is also home to unique cultural amenities and events, including:

- Colorado State Fair
- The Historic Arkansas Riverwalk
- Pueblo Creative Corridor
- Steel City Theatre Company
- Chile and Frijoles Festival
- And many more galleries, performances, live music, and events.

TOURISM

Like much of Colorado, Pueblo offers a fantastic climate, a full slate of outdoor activities, and many attractions and events. However, unlike many communities – especially among Front Range communities – Pueblo offers easier access to the outdoors, less heavily trafficked trails, a robust agricultural community, and a rich multi-cultural history. These factors make Pueblo stand-out from other Front Range and Colorado communities and offers a solid base from which to grow a tourism economy alongside enhancements to community quality of life.

Amenities like the Arkansas River (and whitewater park), Fountain Creek, San Isabel National Forest, and Lake Pueblo State Park are centerpieces. Meanwhile, the Chile and Frijole Festival, Colorado State Fair, Historic Arkansas Riverwalk, Sangre de Cristo Arts Center, El Pueblo History Museum, and diverse history of the community offer a robust collection of tourist attractions for heritage and entertainment travelers.

Pueblo is one of the first communities in Colorado to be selected for a Regional Tourism Act (RTA) grant – awarded to develop tourist attractions that bring out-of-state visitors to Colorado. Pueblo's bid in 2011 included a Pro Bull Riders (PBR) University/Exposition Hall, an expanded Medal of Honor Memorial/Memorial of Valor, a Gateway Center & Boat House for the Arkansas Riverwalk, Heritage Events Plaza, a parking structure, and an aquatics center. Additional local and private investments include a 100+ room hotel, redevelopment of historic buildings in downtown, Riverwalk channel extension, the Zebulon Pike Interpretive Center, and other infrastructure improvements. The project will result in over $43 million in investment in Downtown Pueblo and will be completed in three phases over 50 years.

The Greater Pueblo Chamber of Commerce and Pueblo Convention and Visitors Bureau, Pueblo Latino Chamber of Commerce, Pueblo West Chamber of Commerce, Pueblo Economic Development Corporation, and other economic development organizations have worked more collaboratively in recent years to support the focus on the economic development potential of tourism and coordinate marketing efforts.



RELATED PLANS AND STUDIES

Pueblo E-District

Funded in-part by a grant award from the Colorado Regional Tourism Act (RTA), Pueblo is in the midst of a multi-decade investment in the E-District – an entertainment district centered around Downtown Pueblo and the Historic Arkansas Riverwalk. The project, to be completed in three phases, will include a Pro Bull Riders (PBR) University/Exposition Hall, an expanded Medal of Honor Memorial/Memorial of Valor, a Gateway Center & Boat House for the Arkansas Riverwalk, Heritage Events Plaza, a parking structure, and an aquatics center. Additional local and private investments include a 100+ room hotel, redevelopment of historic buildings in downtown, Riverwalk channel extension, the Zebulon Pike Interpretive Center, and other infrastructure improvements.

Pueblo Regional Bicycle and Pedestrian Master Plan

The Pueblo Area Council of Governments (PACOG) – the metropolitan planning organization (MPO) for the Pueblo region – adopted a new bicycle and pedestrian master plan in December 2020. The plan generally recommends investments in infrastructure, maintenance, and education to improve connectivity, support walkability and bikeability, enhance safety for all users, and improve health and air quality in the region. The Plan supports related efforts to improve outdoor recreation, foster tourism activity, and improve public health and wellness.

KEY CONSIDERATIONS FOR THE REGIONAL COMPREHENSIVE PLAN

Pueblo's rich history, strong community ties, network of community service providers, diversity of community amenities, and abundant access to public lands and open space offer cornerstones from which to build. The following items are identified as key considerations for the Regional Comprehensive Plan process:

Providing equitable access to services and amenities

Not all Pueblo residents have equal access to community services and amenities. Efforts to maintain or expand social infrastructure should prioritize communities and residents in need to help invigorate the local economy, expand access to the qualities that make Pueblo special, and improve region-wide quality of life. Although Pueblo offers a wide variety of cultural and historical amenities, many residents have expressed interest in more robust array of entertainment opportunities—particularly those that are family-friendly.

Maintaining and enhancing community assets

As detailed in this section, there are many areas where the Pueblo region excels in providing community amenities. As the County grows and works to address community concerns it is important that existing community assets are not forgotten. Efforts to protect farms, ranches, and agricultural heritage should be carried forward and expanded, alongside historic preservation, parks and trail maintenance, and improving equitable access to education, healthcare, economic opportunity, and entertainment.

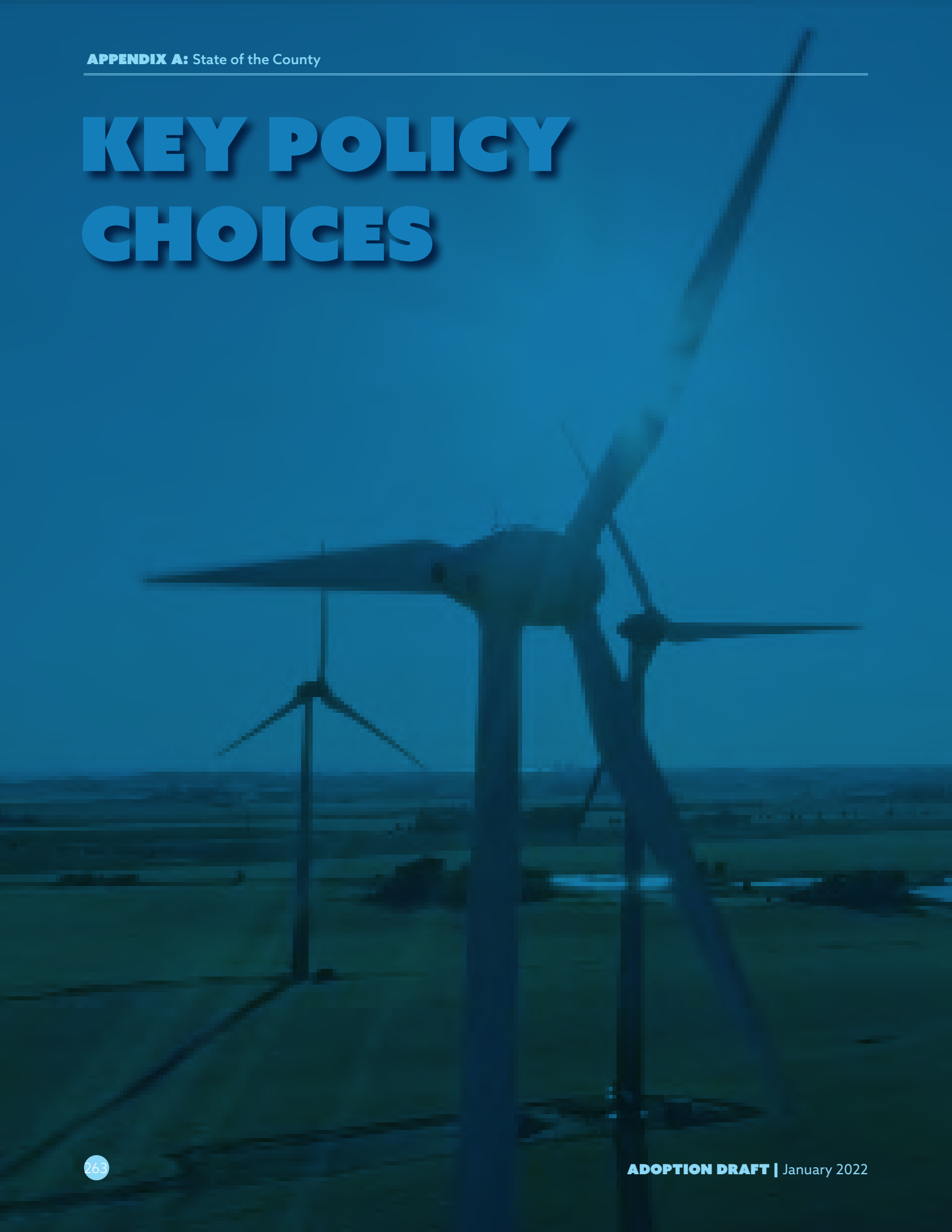
Celebrating the regions diversity

Pueblo's mix of cultures, landscapes, and lifestyles are unmatched in Colorado. The economic history of the community presents many challenges to improving quality of life, but the historic, cultural, creative, and natural resources and amenities that exist in Pueblo are worthy of community pride. Planning efforts, programs, and investments in the community should capitalize on all that makes Pueblo distinctive. The Pueblo region should also learn from the community's diversity as Pueblo County works to provide services and infrastructure, accommodate growth, expand economic opportunity, and revitalize neighborhoods and communities.

Expanding tourism opportunities

Opportunities for growth in the region's recreational tourism economy have been raised by many stakeholders, noting the ease of access to parks, trails, rivers, public lands, and other amenities. One example that was cited as a potential opportunity is Pueblo's location along TransAmerica Trail. The coast-to-coast bike route draws thousands of riders through the community each year and Pueblo is considered the halfway point and one of the largest cities along the route. The Regional Comprehensive Plan can help increase awareness of ongoing efforts and partnerships within the region designed to expand tourism opportunities, and establish policy guidance to protect and enhance the many assets that the region has to offer.

KEY POLICY CHOICES





This section summarizes key considerations for each focus area covered in this report, and articulates key policy choices for consideration as part of subsequent steps in the Regional Comprehensive Plan process.

FOCUS AREA 1: INFRASTRUCTURE AND SERVICES

Infrastructure and services will play a critical role in defining where and how the region grows in the future. For example, abundant availability of water is a critical asset in Pueblo, but the capacity to deliver it to the further reaches of the County is limited. Additionally, while some parts of the City and County are well-served by existing water, as well as sewer and transportation networks, all of these systems and distribution networks are aging, requiring both maintenance and reinvestment to continue providing service at the same level. The fixed costs for maintaining and repairing these systems into the future will need to be balanced against possible expenditures to expand service delivery infrastructure and road access to unincorporated areas, if development is to occur there.

Certain concerns are more particular to specific areas in the County. Outlying areas such as Colorado City and the St Charles Mesa have similar issues with the age and serviceability of existing service delivery systems, and both are further constrained by limited access to resources such as water supply and funds for the expansion of existing systems needed to support potential growth. Availability of services such as fire response is also limited in some rural, unincorporated portions of the County. In urbanized areas, there is an expressed desire to expand transportation infrastructure options beyond traditional road networks, allowing for more multimodal transport opportunities. Another concern in urban areas is enhancing public safety. There are two further concerns are shared across all areas of the County: managing rising energy costs, and expanding the extent of coverage of broadband and cellular networks.

Key policy choices for the region include:

- How to best integrate land use planning in alignment with water resource availability and conservation goals;
- Where future growth should be prioritized to best capitalize on existing service capacity rather than requiring the need for expansion of existing service delivery networks;
- How to prioritize maintenance of the existing transportation network, expansions of multimodal infrastructure, as well as how they are to be funded;
- What planning and collaboration is critical to meeting renewable energy goals in a cost-effective manner;
- How expansion of cellular and broadband networks can best be encouraged; and
- How can public safety best be addressed county-wide, even where the focus of concern differs (for example, fire and emergency response in rural areas, and police services in urban ones).

FOCUS AREA 2: GROWTH AND DEVELOPMENT

The supply of land that is available for future development in major population centers in the region—the City of Pueblo, Pueblo West, and Colorado City—far exceeds the projected demand for residential, commercial/mixed-use, and industrial development within the planning horizon. Because there is more land available than projections indicate will be needed, the County, City, and Pueblo West may consider establishing a strategy to prioritize which available land should be developed first. Prioritization can take into account the availability of existing infrastructure and services, cost to serve areas that are not currently serviced, the suitability of land for different uses, ownership, and a variety of other factors. Owing to the relative abundance of land and the projection for steady, modest growth, the County has an opportunity to make deliberate and thoughtful growth-planning decisions – a possibility that is frequently eliminated in contexts where development pressure is more pronounced.

Key policy choices for the region include:

- How actively does the County want to pursue policies that direct growth to certain areas, and discourage it in others;
- How best to align housing needs with anticipated and evolving demand;
- What policies can encourage a balanced mix of new development and adaptive reuse, infill, and redevelopment;
- What land use decisions can support both established and emerging industrial and employment sectors;
- What land use decisions can alleviate development pressure that encroaches on agricultural and ranching lands; and
- How can sustainable development objectives (dense, mixed use development, energy efficiency, water conservation) be incorporated into all decisions related to growth in the County.

FOCUS AREA 3: ECONOMIC BASE

Pueblo County possesses a stable economic base, an ample supply of land, and strong regional partnerships to build upon for the future. The rate of job growth is projected to align with the pace of population growth, but an important concern is aligning the knowledge and skills of the workforce with that required by the work that will be available. The County's numerous educational institutions, from secondary schools to community and four-year colleges, provide the advantage of already having in place the resources that can help to address this issue.

The County's existing infrastructure assets—including an interconnected rail and road network —can facilitate economic growth in the region. Expansion of newer industries, such as solar energy generation facilities and hemp/marijuana, offer new economic opportunity, but also the concurrent need to assess and manage the impacts these industries produce. Adding to these challenges, the County must also confront aging infrastructure, rising electric power costs, and inadequate broadband connectivity.

Key policy choices for the region include:

- How best to leverage the region's major transportation assets to attract industries that rely on them;
- How to balance the benefits and broader-scale impacts of emerging industries;
- How to tailor educational opportunities to match current and anticipated economic opportunities in the region;
- How the region can attract and retain the skilled workforce needed by its industries;
- What efforts can sustain the continuing viability of the agricultural and ranching sectors; and
- What planning is needed to enhance the region's economic resilience.

FOCUS AREA 4: NEIGHBORHOODS AND COMMUNITIES

Housing is the central component underlying the vitality of all the region's communities and neighborhoods, and an increasing mismatch between evolving housing needs and availability is one of the more critical components to consider in the plan update process. While demographic and economic changes have started to shift the composition of households in the County, trends in housing provision have not responded apace.

The number of family households in the County has been declining, while the number of households composed of aging residents has increased. Both of these trends indicate the need for smaller housing units, which new construction – primarily in the form of detached, suburban single-family homes – has not so far reflected. The County has also seen an increase in the cost of housing, both for renters and owners, that has not been matched by increases in wages. The result is more housing insecurity, and fewer opportunities for residents with modest incomes to become homeowners. Just as the constrained supply of attainable for-sale housing has increased the cost of buying, so the increase in the number of long-term renters squeezes the supply of rental housing, and raises its cost as well. A tight housing market and rising costs could be a contributing factor to the recent rise in homelessness that has been observed in the region.

While new housing has risen in cost without meeting demand or mirroring evolving demographics, the City in particular has experienced the deterioration of investment in and maintenance of existing housing stock. Emphasis on redevelopment and infill could offer significant benefits for neighborhoods where disinvestment has occurred. Such an effort, undertaken with a parallel focus on diversifying the kinds of housing being constructed, could provide the base of support for building stronger, more stable neighborhoods and communities throughout the County.

Key policy choices for the region include:

- How to encourage increased provision of diverse housing types that accommodate young workers, smaller and older households;
- How to moderate increasing housing costs, so that home ownership remains attainable to those who wish to pursue it;
- What extent of increased supply would be needed to alleviate pressures and cost-burdens for renter households;
- What efforts can encourage infill and redevelopment and reinvestment in older neighborhoods; and
- What collaboration is necessary to advancing efforts at providing a Continuum of Care in housing .

FOCUS AREA 5: QUALITY OF LIFE

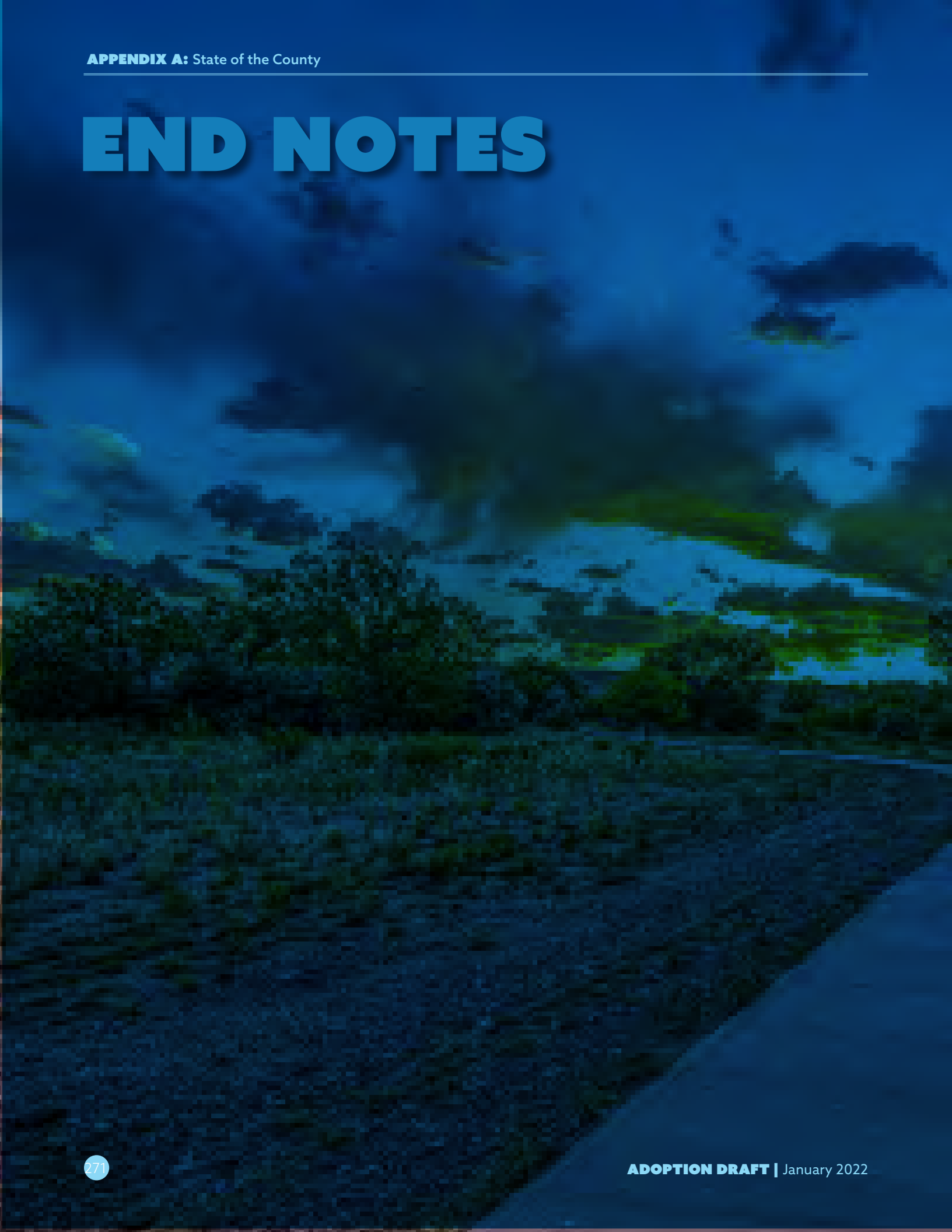
The Pueblo region has many assets: rich history, a diverse population, distinctive architectural fabric in the City's downtown, and access to abundant outdoor recreation possibilities. While current residents are aware of the many amenities in the region, they are also aware of the challenge in ensuring equitable access to these amenities for all members of the community, and the significant benefits the region could gain by promoting broader awareness of such amenities to those who have not visited the region.

Key policy choices for the region include:

- Who experiences barriers to accessing the community's assets and amenities, and what coordinated efforts can be undertaken to expand equitable access to services and amenities for all residents of the County;
- What is the best strategy for maintaining the community's current assets, including parks, trails, and cultural and historic assets, what are the shared priorities for expanding and enhancing these assets, and how will these efforts be funded;
- How can the region's strong diversity and rich history best be celebrated; and
- Who are the best partners to continue efforts at promoting a coordinated and focused tourism strategy for the region.

THIS PAGE INTENTIONALLY LEFT BLANK

END NOTES





ENDNOTES

SETTING THE STAGE

1 U.S. Census, DOLA, Economic Planning Systems

2 U.S. Census and Economic & Planning Systems

3 DOLA and Economic Planning Systems

4 DOLA and Economic Planning Systems

U.S. Census, ACS 5-year, 2010

5 U.S. Census, ACS 5-year, 2019

6

7 U.S. Census and Economic & Planning Systems

8 U.S. Census, ACS 5-year estimates, 2010 and 2019

9 U.S. Census, ACS 5-year estimates, 2010 and 2019

10 U.S. Census, ACS 5-year, 2010 and 2019; and Economic & Planning Systems

FOCUS AREA #1: INFRASTRUCTURE & SERVICES

11 Pueblo's Water System, 2017, https://pueblowater.org/images/pdfs/files/PueblosWaterSystemWEB.pdf

12 Pueblo Water Distribution System Study, 2016

13 Growing Water Smart Self-Assessments, 2019, Pueblo Board of Water Works and Pueblo West Metro District

14 Growing Water Smart Self-Assessments, 2019, Pueblo Board of Water Works and Pueblo West Metro District

15 Water Quality Report, 2020, https://pueblowater.org/core/wp-content/uploads/2020/04/2020-CCR-final-v2.pdf

16 https://www.pueblo.us/458/Stormwater-Utility

17 PACOG Water Quality Management Plan, 2020

18 Pueblo West Metropolitan District Water Master Plan, 2017

19 PWMD Water Conservation Plan Update, 2020

20 PWMD Wastewater Master Plan, 2017

21 PWMD Wastewater Utility Plan, 2018 (Supplement for Pueblo County and PACOG)

22 PACOG Water Quality Management Plan, 2020

23 Greenhorn Valley Source Water Protection Plan, 2014

24 https://www.koaa.com/news/state-of-growth/water-supply-at-risk-of-going-dry-within-months-in-southern-colorado-town

25 PACOG Water Quality Management Plan, 2020

26 https://stcharlesmesawaterdistrict.org/

FOCUS AREA #2: GROWTH & DEVELOPMENT

27 LEHD, Economic Planning Systems

28 https://pueblogo.maps.arcgis.com/apps/webappviewer/index.html?id=00e363e95ea74981add9c3b9c5e8be03

29 Pueblo County GIS and MDC, 2021

30 Pueblo County GIS and MDC, 2021

31 Pueblo County GIS and MDC, 2021

32 Pueblo County GIS and MDC, 2021

33 Pueblo County GIS and MDC, 2021

34 Pueblo County GIS and MDC, 2021

35 Pueblo County GIS and MDC, 2021

36 Pueblo County GIS and MDC, 2021

37 Pueblo County GIS and MDC, 2021

38 Pueblo County GIS and MDC, 2021

39 Pueblo County GIS and MDC, 2021

40 Pueblo County GIS and MDC, 2021

41 Pueblo County GIS and MDC, 2021

42 Pueblo County GIS and MDC, 2021

43 Pueblo County GIS and MDC, 2021

44 Pueblo Regional Building Department, Economic Planning Systems

45 Pueblo Regional Building Department, Economic Planning Systems

46 Pueblo Regional Building Department, Economic Planning Systems

47 Colorado Department of Local Affairs

48 MDC, Economic Planning Systems

49 MDC, Economic Planning Systems

50 MDC, Economic Planning Systems

51 MDC, Economic Planning Systems

52 MDC, Economic Planning Systems

FOCUS AREA #3: ECONOMIC BASE

53 2019 Pueblo CAFR, Economic Planning Systems

54 U.S. Census, Economic Planning Systems

55 BLS, Economic Planning Systems

56 City and County of Pueblo and Economic Planning Systems

FOCUS AREA #4: NEIGHBORHOODS & COMMUNITIES

57 U.S. Census ACS 1-Year Estimates, Economic Planning Systems

58 U.S. Census ACS 1-Year Estimates, Economic Planning Systems

59 U.S. Census, Economic Planning Systems

60 Pueblo County GIS and EPS, 2021

FOCUS AREA #5: COMMUNITY ASSETS

61 Pueblo City-County Health Department (PCCHD). https://county.pueblo.org/public-health/community-data-and-reports

62 Pueblo City-County Health Department (PCCHD). Public Health and Food Access Report.

63 Pueblo City-County Health Department (PCCHD). Pueblo County Food System Assessment: Key Findings and Promising Opportunities.

64 Pueblo County Food System Assessment (Public Health & Food Access Report)

65 History Colorado. https://www.historycolorado.org/centennial-farms-ranches

66 Pueblo County GIS and MDC, 2021. Survey of Critical Biological Resources of Pueblo County, Colorado. https://county.pueblo.org/sites/default/files/2021-03/Survey_of_Critical_Biological_Resources_of_Pueblo_County%2C_Colorado%2C_by___CNHPPG30.pdf

67 Colorado Encyclopedia. https://coloradoencyclopedia.org/article/pueblo-county

68 National Park Service. National Register of Historic Places.

69 City of Pueblo. Historic Preservation Projects. https://www.pueblo.us/353/Historic-Preservation-Projects

70 Historic Pueblo, Inc. Union Avenue Historic District.

71 City of Pueblo. https://www.pueblo.us/119/History-of-Pueblo

72 Colorado Encyclopedia. https://coloradoencyclopedia.org/article/pueblo-county

APPENDIX B



FISCAL IMPACT FINDINGS

Economic and Planning Systems prepared a fiscal impact analysis to support the development of the Regional Comprehensive Plan. The analysis evaluated the on-going, annual impact of different uses will have on the City of Pueblo, Pueblo West Metropolitan District, and Pueblo County. The purpose was to understand impacts of different land use choices to help guide the plan's policies. Three growth scenarios were modeled to understand the impacts. This appendix includes a summary of key findings.

Final Report

Fiscal Impact Analysis Methodology and Findings

The Economics of Land Use

Prepared for:
City of Pueblo, Pueblo County, Pueblo West Metropolitan District

Prepared by:
Economic & Planning Systems, Inc.

EPS #203071

October 8, 2021

Economic & Planning Systems, Inc.
730 17th Street, Suite 630
Denver, CO 80202-3511
303 623 3557 tel
303 623 9049 fax

Denver
Los Angeles
Oakland
Sacramento

www.epsys.com

Table of Contents

1. Introduction and Summary of Findings 157
   Introduction 157
   Summary of Findings 158

2. Fiscal Modeling Approach 161
   Development Inputs 161
   Modeling Approach 162

3. City of Pueblo Model 165
   Revenues 165
   Expenditures 170
   Net Fiscal Impact - General Fund 179

4. Pueblo County 181
   Revenues 181
   Expenditures 186
   Net Fiscal Impact 193

5. Pueblo West Metro District 197
   Revenues 197
   Expenditures 202
   Net Fiscal Impact - General Fund 208

Appendix 210

List of Tables

Table 1. Scenario Evaluation Fiscal Impact Results
Table 2. City of Pueblo Property Tax Revenue per Unit
Table 3. City of Pueblo Resident and Employee Retail Sales Factors
Table 4. City of Pueblo Property and Sales Tax Evaluation Summary
Table 5. City of Pueblo Other General Fund Revenue Source Per Person Factors
Table 6. Pueblo General Fund Expenditures – Nexus to Growth and Variability
Table 7. Pueblo Police Department Cost Allocation Method and Factors
Table 8. Pueblo Police Department Scenario Findings
Table 9. Pueblo Fire Cost Allocation Method and Factors
Table 10. Pueblo Fire Department Scenario Findings
Table 11. Pueblo Public Works Cost Allocation Method and Factors
Table 12. Pueblo Public Works Scenario Evaluation Findings
Table 13. Pueblo Parks and Recreation Cost Allocation Method and Factors
Table 14. Pueblo Parks and Recreation Scenario Evaluation Findings
Table 15. City of Pueblo General Fund Net Fiscal Impact by Scenario
Table 16. Pueblo County Property Tax Revenue per Unit
Table 17. Pueblo County Resident and Employee Retail Sales Factors
Table 18. Pueblo County Property and Sales Tax Evaluation Findings
Table 19. Pueblo County General Fund Revenue Factors
Table 20. Pueblo County General Fund Expenditures – Nexus to Growth and Variability
Table 21. County Commissioners' Departments Method and Factors
Table 22. County Public Safety Departments Method and Factors
Table 23. Other County Departments Method and Factors
Table 24. County Road and Bridge Fund Revenue and Expenditure Factors
Table 25. County Road and Bridge Fund Case Study Methodology
Table 26. Pueblo County General Fund Net Fiscal Impact by Scenario
Table 27. New Community Fiscal Impacts.
Table 28. Pueblo West Property Tax Revenue per Unit
Table 29. Pueblo West Resident and Employee Retail Sales Factors

List of Tables (continued)

Table 30. Pueblo West Property Tax Generation Summary by Scenario
Table 31. Pueblo West Other General Fund Revenue Factors
Table 32. Pueblo West General Fund Expenditures – Nexus to Growth and Variability
Table 33. Pueblo West Additional Fire Case Study
Table 34. Pueblo West Public Works Method and Factors
Table 35. Pueblo West Public Works Scenario Evaluation Findings
Table 36. Pueblo West Parks and Recreation Cost Method and Factors
Table 37. Pueblo West General Fund Net Fiscal Impact by Scenario
Table 38. Scenario A Development Assumptions and Inputs
Table 39. Scenario B Development Assumptions and Inputs
Table 40. Scenario C Development Assumptions and Inputs

List of Figures

Figure 1. Scenario Growth Allocations
Figure 2. City of Pueblo Fiscal Impact Model Approach Summary
Figure 3. City of Pueblo General Fund Revenues, 2021
Figure 4. City of Pueblo General Fund Expenditures, 2021
Figure 5. Pueblo County Fiscal Impact Model Approach Summary
Figure 6. Pueblo County General Fund Revenues, 2019
Figure 7. Pueblo County General Fund Expenditures, 2019
Figure 8. Pueblo West Fiscal Impact Model Approach Summary
Figure 9. Pueblo West General Fund Revenues, 2019
Figure 10. Pueblo West General Fund Expenditures, 2019

1. Introduction and Summary of Findings

Introduction

The communities within Pueblo County were interested in understanding the fiscal impact of future land use and development patterns as a component of the Pueblo Regional Comprehensive Plan process. Economic & Planning Systems built fiscal impact models for the City of Pueblo, the Pueblo West Metropolitan District, and Pueblo County. These models were used to evaluate the land use scenarios developed for the plan. This report presents the findings of fiscal impact analysis for each community. In this report we:

- Summarize the methodology used in the models for each community.
- Present the results of the fiscal impact analysis of the three growth scenarios.
- Summarize policy implications and recommendations.

EPS reviewed the major governmental and special revenue funds in the budgets for all three communities and assessed how they are affected by new development, land use changes, or patterns of growth. The major revenues and expenditures that are affected by new development for each community and each major fund were identified, and the impacts of growth on these revenues and expenditures were modeled. EPS used the estimated growth of population, households, and jobs within Pueblo County developed for the Comprehensive Plan over the 2040 plan horizon as inputs into the models.

Three growth scenarios allocated the forecast growth in the county from 2020 to 2040 within land use categories in each community resulting in a variation in the mix of housing unit types, job types, nonresidential development, and development density in each scenario for the communities. The three scenarios are:

- **Scenario A: Twin Cities/Outward Expansion** – This scenario forecasts a continuation of development trends in the recent past which will lead Pueblo West to capturing a greater share of regional growth and becoming a “second city” in the region.
- **Scenario B: Center City Revitalization** – This scenario still forecasts a diversification of uses in Pueblo West but also shows a greater capture of growth in the City of Pueblo, specifically in its city center.
- **Scenario C: Regional Centers** – This scenario forecasts a shift of development back to the City of Pueblo with that community capturing a greater share of new development and developing out two major community centers (downtown and the I-25/Highway 50 area). Pueblo West maintains is primarily bedroom community orientation with limited diversification of housing and commercial services.

The outcome of the analysis of these scenarios is an understanding of the impacts and benefits of various growth patterns. This work provided guidance for land use policy in the Comprehensive Plan and the future land use plan for the region.

Summary of Findings

The major findings from the fiscal impact analysis that were identified to guide Comprehensive Plan policy are summarized below. Findings specific to each entity are also summarized at the end of each entity's chapter.

1. ***The County and its partners should encourage most new development to locate within incorporated cities/towns or existing metropolitan districts.***

   New development in the unincorporated portions of the county generates a negative fiscal impact on the County's General Fund and adds infrastructure to its network that needs to be maintained. The County does not generate enough revenue to provide urban level services to these areas under current revenue sources. The capture of development in the City of Pueblo generates the greatest reduction in costs associated with new development. Growth within established metro districts can produce a net fiscal negative impact but the services these new developments need can be provided within the metro districts. The use of districts to provide municipal services for large developments should be encouraged if development is not in a metro district or incorporated town or city. The most pressing concern is the lack of fire protection services in portions of the county where fire protection districts do not exist.

2. ***The City of Pueblo should encourage and incentivize infill development in the city and limit annexations to areas only contiguous to the city and within existing service areas.***

   The City of Pueblo has large undeveloped areas within the city's boundaries that can accommodate a significant amount of new development. As well, there are developed areas in the city that need reinvestment and/or are underutilized. It is more fiscally beneficial for the City to encourage, incentivize in some cases, and invest in supporting new development to occur within its boundaries. New annexations to the city will necessitate the expansion of the City's infrastructure and services, which is less cost efficient in these new growth areas than within existing services areas. Annexation areas should only be considered in areas that can be serviced primarily by existing trunk infrastructure or are within existing services areas. Specifically, the considerations on the ability for existing fire stations to serve new development and location of new development relative to existing water and wastewater service basins should be a primary consideration. The City should also consider implementing funding tools that can help fund proactive investments in infrastructure and services in high growth areas. The use of

impact fees and other similar tools should be considered to allow the City to guide the path of growth to areas best suited, be proactive in accommodating desired developments, and reduce the up-front burdens on development projects.

3. ***Pueblo West should strive to balance the continued housing growth in the metro district with additional commercial services to maintain fiscal health.***

   The community's desired direction for Pueblo West was to have the area maintain is bedroom community character and not try to capture an increased share of regional growth. However, to maintain fiscal balance, the district needs to support a diversity of land uses, specifically continuing to capture commercial uses, and should consider accommodating more housing demand/ growth through denser housing products than the predominate 1-acre ranch housing option. Continued growth of the community may increase demands and desire for increased levels of services provided by the metro district. The metro district may need to consider additional funding options to be able to increase or even maintain levels of service. The recent implementation of a dedicated sales tax for expanded fire services is a positive change that will help maintain district fiscal sustainability. It may be possible that similar supplemental funding is needed for roadway maintenance.

4. ***The fiscal impact of Scenario C was found to be the most beneficial for the City of Pueblo and Pueblo County, while the impact of this scenario was the least positive for Pueblo West.***

   Scenario C encourages a growth pattern that captures the majority of development in the City of Pueblo and focuses new development within the community centers in Pueblo including Downtown and the Highway 50 and I-25 area. The fiscal impacts of each scenario on the General Fund for each entity are shown in Table 1.

Table 1. Scenario Evaluation Fiscal Impact Results

Description	County	City	Pueblo West
Scenario A			
Annual Revenues	$14,487,020	$11,045,562	$3,966,362
Annual Expenditures	$13,256,675	$11,208,494	$2,753,723
Net Fiscal Impact	**$1,230,345**	**$162,932**	**$1,212,640**
Scenario B			
Annual Revenues	$14,487,020	$12,642,416	$3,271,152
Annual Expenditures	$12,443,456	$11,485,283	$2,364,856
Net Fiscal Impact	**$2,043,564**	**$1,157,133**	**$906,295**
Scenario C			
Annual Revenues	$14,487,020	$14,066,280	$2,476,287
Annual Expenditures	$11,954,967	$12,433,336	$2,001,886
Net Fiscal Impact	**$2,532,053**	**$1,632,945**	**$474,400**

Source: Economic & Planning Systems

5. ***The City of Pueblo and Pueblo County should work together to develop guidelines and perimeters around the approval of large development projects outside the City of Pueblo in the incorporated portions of the county. A large project outside the city boundaries will produce significant fiscal impacts on both entities. These types of projects need to provide funding and service provision capabilities to be able to offset impacts on the County and City.***

   There have been multiple proposals and conceptual plans for large development projects in the northern portion of Pueblo County along I-25. The City and County should work together to develop an agreement to encourage annexation into the city for developments contiguous or feasibly serviced by the City of Pueblo. Large projects that are not next to the city boundaries should be required to meet guidelines for development provided by the County Code and within the Regional Comprehensive Plan to mitigate fiscal impacts of the project.

   A large project in the northern portion of the county may be an opportunity for the County and the City to expand its potential capture of growth due to the proximity to Colorado Springs. However, a major project far from the city's boundaries and supported through annexation or a metro district will generate significant capital and ongoing financial costs. A new project may also create competition for growth/investment with Pueblo West and/or the City, which may exacerbate disinvestment in existing portions of these communities. The extension of infrastructure to serve a project may not be supportable or cause service capacity issues (e.g., wastewater treatment capacity) that may be problematic and must be addressed and paid for by the development and a special district funding tool. Lastly, fire protection is nonexistent, aside from the services the County Sheriff provides, for much of the northern portion of the county and must be provided and funded by a new development. It is likely that it's too costly or inefficient for an existing district or the City to provide fire services to this area and thus a new fire protection district would be needed.

2. Fiscal Modeling Approach

The purpose of a fiscal impact analysis is to estimate the cost and revenue impacts from new development on annual operating budgets and departments in a variety of contexts. The analysis compares the estimated revenues generated by new development to the estimated costs of public services required to serve that development and determines the net fiscal impact (revenues minus expenditures).

Revenues and costs are estimated based on the budgets for each fund and department, and an assessment of potential effects of different types of development on each department or budget category. The revenue sources and expenditures that have the largest impact on the budget and are most directly tied to growth have a specific "case study" developed for them; these case study approaches use specific calculations to determine impact. For example, property tax is based on estimated assessed values multiplied by the applicable tax rates. Other items, such as administrative costs related to residential development, are based on average cost factors (such as "per capita" estimates).

The fiscal impact analysis is based on three main factors:

- **Amount and Type of Growth**: The amount of residential type (single family detached, single family attached, and multifamily) and employment type (retail, office, and industrial) based on forecasts of new jobs and households.
- **Location of Growth**: For this analysis, location was summarized by future land use category as well as by greenfield/infill. The difference in development patterns between land use, as well as the different impacts of greenfield and infill development, will both have fiscal implications.
- **Revenue and Cost**: Based on current revenue and expenditure patterns, these are the anticipated revenues and expenditures that will be generated because of new development.

Development Inputs

EPS developed a land demand forecast for both housing and employment uses in the community over the plan horizon (2020 to 2040). This analysis allocated forecast new jobs and households between four different housing product types and five employment development types. The number of new households and jobs within these development types were distributed among the future land use categories based on the land use intent of each category.

Three land use scenarios were developed by Clarion Associates and EPS using community input and feedback. The three scenarios represent varying amounts of capture of new jobs and households in the City of Pueblo, Pueblo West, and the unincorporated portion of Pueblo County. EPS estimated that there will be

demand in Pueblo County for 14,700 new housing units by 2040 and 4.25 million square feet of new nonresidential development. **Figure 1** provides a summary of the percent allocation of these new housing units and nonresidential development by the three communities with a description of the land use patten that is expected. The detailed forecast tables by scenario are provided in the **Appendix** in **Table 38**, **Table 39**, and **Table 40**.

Figure 1. Scenario Growth Allocations



Modeling Approach

Our approach to identifying the fiscal impacts based on the amount and type of growth in each scenario varies depending on the community and the governmental fund being analyzed. Through evaluation of the City of Pueblo, Pueblo West, and Pueblo County budgets, EPS developed the following high-level approach to modeling fiscal impacts within each community.

Each entity has a variety of governmental and nongovernmental funds. EPS identified the funds that are most directly impacted by new development and where a tangible connection could be made between land use decisions and the revenues and costs within that fund.

Average Cost Nexus Factors

EPS developed nexus factors that relate the budget item being estimated to the service population or other metric that is best associated with the impact. These factors are outlined below.

- **Per Person (Residents)** – This factor applies to total residents or population of the city or a given area (e.g., Place Type).
- **Peak Persons Served (Residents and Employees)** – Many services are affected by growth in both residents and employees. The purpose of this factor is to derive a population of persons served within a defined geography. The number of people each use generates is estimated using average person generation factor by use (e.g., average residents per household for single family and multifamily, and the average number of employees per square foot for retail, office, and industrial). Using the persons served approach means each new use will generate a number of people (i.e., one new single family housing unit will generate 2.5 people) which will be used to estimate costs and revenues based on the average cost per person. This factor is used in cases where the maximum amount of people in one place needs to be accounted for. In this case, the possible residents (based on persons per household) and employees (based on employees per square feet) are added together and not reduced to account for residents employed in the city.
- **Persons Served (Residents and Nonresident Employees)** – The persons served factor differs from the peak persons served in that it accounts for residents that are also employed in the city (or county) to not double count. The calculation of persons served equals residents plus nonresident employees (i.e., people employed in Pueblo but living outside the city).
- **Per Unit Measure of Infrastructure** – Impacts to the infrastructure networks and systems are sometimes estimated based on a unit measure of that type of infrastructure (e.g., “per centerline mile” or “per streetlight”) for portions of those fund’s expenditures related to maintenance and capital improvements. A new development’s impact will be judged based on the amount of new infrastructure needed to serve the development and the average cost per unit of measure.

Fixed and Variable Cost Adjustments

Directly applying the factors described above to new growth would be equivalent to using the average cost for each item, which can overstate cost impacts. For local governments, whose services are at or near capacity, the average cost method is a generally accepted technique for estimating fiscal impacts. However, many functions still need to be adjusted to account for higher levels of fixed cost and/or a less direct relation to growth. To account for this, “Percent Variable” adjustments were applied to average costs to more accurately capture the cost associated with growth and development. These adjustments range from 0 to 100 percent variability, depending on the category/type of revenue or cost.

A 0 percent variability factors implies that there is no relationship between the cost/revenue category and growth, while 100 percent variability implies a 1-to-1 relationship (i.e., the full cost/revenue increase is a result of growth). Most categories fall somewhere between, and for these a variability factor of between 25 percent, 50 percent, or 75 percent is applied. For example, a department that serves new development but also has significant administrative costs that are not directly related to growth may be modeled as 50 percent variable. In this case, if average cost factors are $20.00 per person, the model would apply a cost of $10.00 per person (applying the 50 percent variability) to population growth to calculate the cost of growth to this department.

The following process and assumptions were used in developing the "Percent Variable" adjustments to average costs.

- **Direct Service Categories** – These include departments that provide a service that is directly impacted by the rate and amount of new development in the city or county, such as development services (solid waste, police, fire, etc.). These types of services are estimated to be closely related to growth and increased population and are modeled using the average cost methodology (where costs are 100 percent variable). For the most impactful and directly related expenditure categories, specific case studies are developed that utilize alternative Nexus Factors and/or variable cost assumptions. As previously stated, these case study approaches are outlined below.
- **Indirect Cost Categories** – Some expenditure categories/departments, such as the City Manager and City Clerk, have a high level of fixed costs regardless of the size of a city. Costs in these types of departments and functions are estimated to be between 25 and 75 percent variable.
- **Functions with No Nexus or Relevance –** Some City functions were determined not to have any relationship to real estate development projects and have a 0 percent variability factor, which means they are not estimated or included in the model.

Static Model Approach

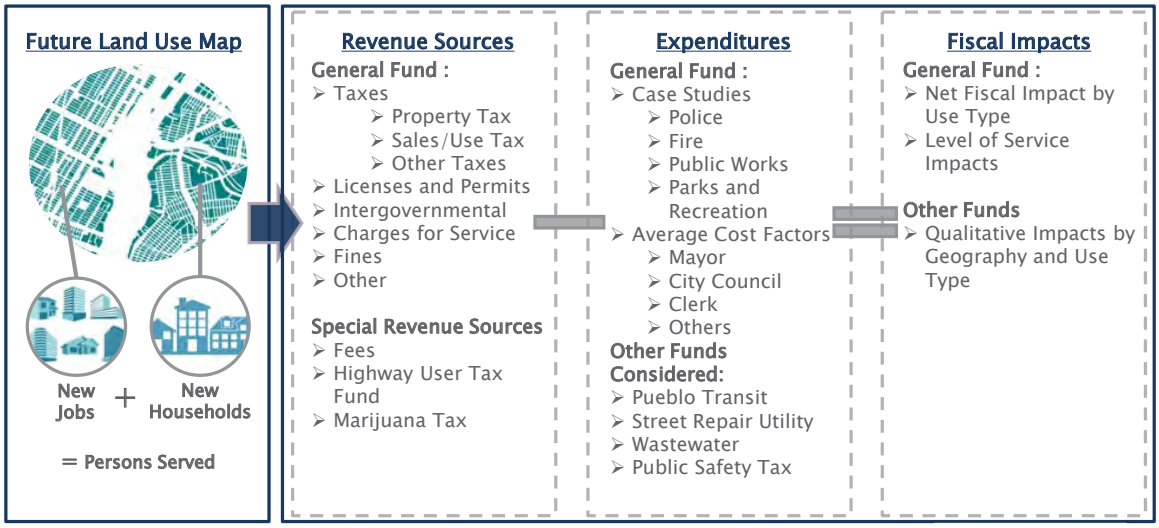
For this analysis, EPS utilized a static approach to modeling future revenues and costs. This means that we did not use growth or escalation rates for revenues or costs, and estimated impacts in constant dollars. The static model approach is preferred for several reasons. First, identifying reliable and accurate growth or escalation numbers for major revenue sources and expenditure items is difficult and may not accurately project likely future conditions. Second, variations in growth or escalations - even minor ones - can cause major differences in costs and revenues that may misrepresent fiscal impacts. Third, cities and counties plan for the long term. Development that is built and at stabilized occupancy has long term fiscal impacts best modeled, in our opinion, in the static end state.

3. City of Pueblo Model

This chapter details the approach and results of modeling the fiscal impact of residential and nonresidential development on the General Fund for the City of Pueblo. It provides an overview of the components of the General Fund that are impacted by new development, outlines the approach to modeling the impact of growth, and reports on findings of the fiscal impact analysis.

A summary of the approach used for the City of Pueblo is provided in **Figure 2**. This figure identifies the major General Fund revenues and expenditures that were analyzed, as well as any specific revenue sources or enterprise/business type funds that may be impacted by growth.

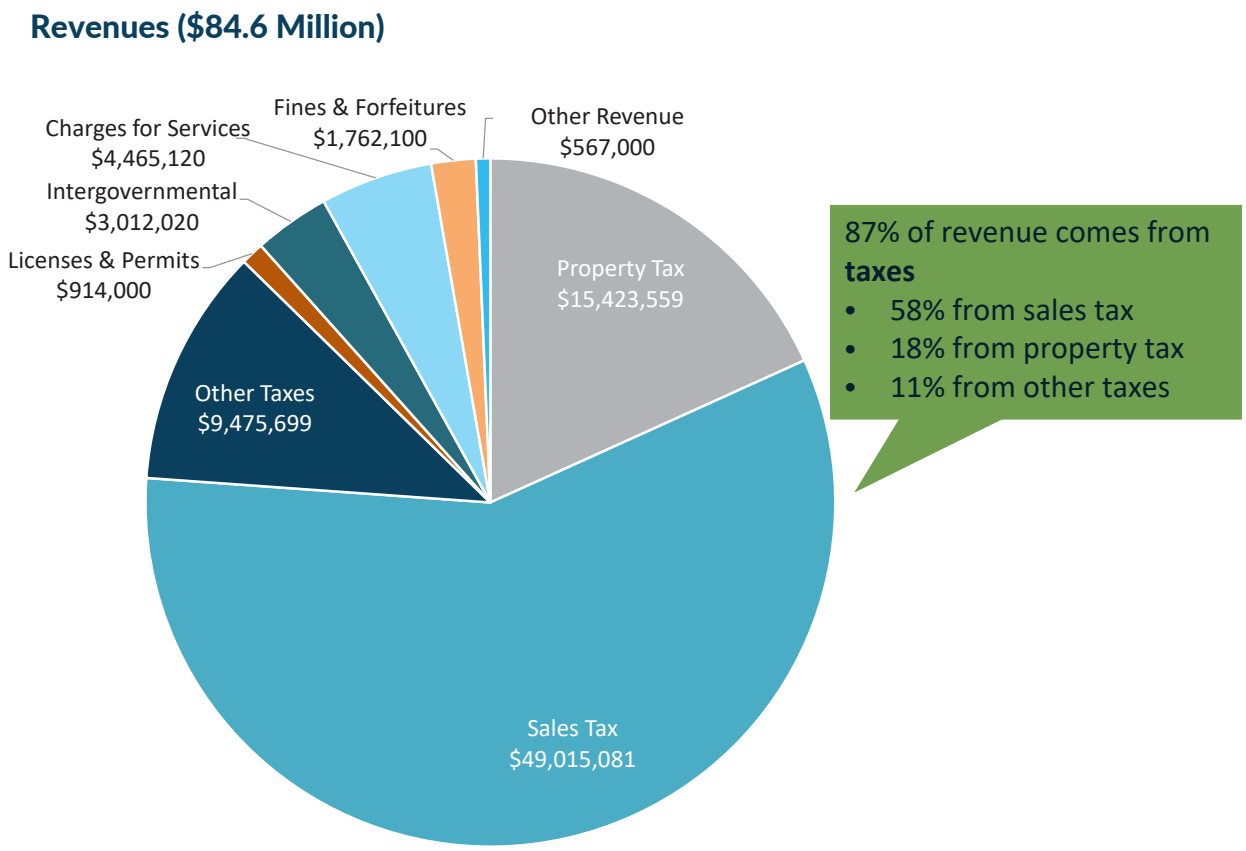
Figure 2. City of Pueblo Fiscal Impact Model Approach Summary



Revenues

This section summarizes the major revenue sources for the General Fund and outlines the approach to modeling the fiscal impact of growth on each revenue source. There are six major categories of revenues within the General Fund and the percent of revenue per source is shown in **Figure 3**. Note that the General Taxes category is broken out to show property tax and sales tax independently. Sales tax is the largest revenue category, accounting for 58 percent of General Fund revenue budgeted for in the 2021 Budget ($49 million). Property tax is the second largest revenue category, at $15.4 million or 18 percent of General Fund revenue. As the two largest revenue categories, and with direct connections to growth in the city, these two revenue streams were modeled using the case study approach. The remaining revenue categories were modeled using average revenue factors.

Figure 3. City of Pueblo General Fund Revenues, 2021



Property Tax

The per-unit property tax revenues generated are summarized in **Table 2**. As shown, for residential uses the single family detached housing product types (Pueblo Ranch and Traditional Single Family) generate the highest per-unit revenue ($279). For commercial development, retail and service/hospitality uses generate the greatest amount of property tax on a square footage basis, at $0.91 per square foot, while industrial uses generate only $0.34. However, industrial uses will tend to be larger, and thus may generate a similar amount of tax revenue on a per-property basis.

Based on these tax generation factors, a growth scenario with more single family detached housing will generate more property tax revenue, as this housing type has the highest property value and thus generates the highest level of property taxes. However, as the rest of the model will show, it is important to consider the costs to serve various types of growth as well to get a comprehensive picture of the net fiscal impact on the city of new development.

Table 2. City of Pueblo Property Tax Revenue per Unit

Description	Market Value per Unit/Sq. Ft.	Assessment Ratio	Assessed Value per Unit	Mill Levy	Revenue Per Unit
Residential					
Pueblo Ranch	$250,000	7.15%	$17,875	15.633	$279
Traditional Single Family	$250,000	7.15%	$17,875	15.633	$279
Attached	$200,000	7.15%	$14,300	15.633	$224
Multifamily	$150,675	7.15%	$10,773	15.633	$168
Total Residential					**$951**
Commercial					
Retail	$200	29.00%	$58	15.633	$0.91
Service/Hospitality	$200	29.00%	$58	15.633	$0.91
Office/Institutional	$150	29.00%	$44	15.633	$0.68
Industrial/Flex	$75	29.00%	$22	15.633	$0.34
Heavy Industry/Land Based	$75	29.00%	$22	15.633	$0.34
Total Commercial					

Source: Economic & Planning Systems

Sales Tax

EPS developed a retail sales flow mode to estimate the portion of retail sales generated by residents, nonresident employees, and visitors. The retail sales flow model uses average household incomes and per employee spending factors to estimate the potential spending on retail goods generated by residents and workers in the city. The potential retail spending is distributed by retail store category based on the US Census of Retail Trade (2017) for Colorado. The retail spending expenditure potential was then compared to actual sales per store category (3- and 4-digit retail trade NAICS categories) to determine what portion of sales the City of Pueblo captures comes from residents, nonresident workers, and visitors. EPS estimates that Pueblo residents account for approximately 50 percent of sales made in the city. Nonresident workers account for approximately 30 percent, and visitors to the community contribute 20 percent.

EPS estimated annual retail spending per resident and per nonresident employee/ worker using the retail sales flow model. The City's 3 percent sales tax rate was then applied to the sales per category to estimate the amount of sales tax revenue an average person or nonresident worker will generate annually. Each new resident is estimated to generate $7,051 in annual sales tax from retail spending and each new nonresident worker is estimated to generate $3,954 in annual sales tax revenue, as shown **Table 3**.

Table 3. City of Pueblo Resident and Employee Retail Sales Factors

Description	Sales Per Capita	Sales Per Employee
Convenience Goods		
Food and Beverage Stores	$2,149	$575
Health and Personal Care	$372	$616
Total Convenience Goods	**$2,521**	**$1,192**
Shopper's Goods		
General Merchandise	**$1,111**	**$810**
Other Shopper's Goods		
Clothing & Accessories	$422	$204
Furniture & Home Furnishings	$269	
Electronics & Appliances	$207	$175
Sporting Goods, Hobby, Book, & Music Stores	$244	$219
Miscellaneous Retail	$335	$408
Subtotal	**$1,477**	**$1,006**
Total Shopper's Goods	**$2,588**	**$1,816**
Eating and Drinking	**$1,208**	**$946**
Building Material & Garden	**$734**	**$0**
Total Retail Goods	**$7,051**	**$3,954**

Source: Economic & Planning Systems

Property and Sales Tax Findings

The estimated revenue per scenario from property tax and sales tax is summarized in **Table 4**. Scenario C generates the most revenue from property and sales tax ($4.5 million and $5.0 million respectively). The revenue from these sources is driven largely by the estimate capture of new development each scenario forecasts. Scenario C has the highest rate of capture of new development in the City of Pueblo, which as a result produces the most revenue.

Table 4. City of Pueblo Property and Sales Tax Evaluation Summary

	Scenario A	Scenario B	Scenario C
Property Tax • Based on property values of new development • Higher-valued property (e.g. single family residential) generates more revenue	• **$3.3 million** new revenue • Least capture of development within City • Lowest property tax revenue	• **$3.9 million** new revenue	• **$4.5 million** new revenue • Greatest capture of development within City • Highest property tax revenue
Sales Tax • Based on per-capita spending factors for new residents, new non-resident employees • Applies City's 3% sales tax rate (only General Fund revenue)	• **$4.0 million** new revenue	• **$4.6 million** new revenue	• **$5.0 million** new revenue

Other General Fund Revenues

Property and sales taxes generate 76 percent of the City's General Fund revenue. The other revenue sources are important but not as significant to fiscal health. Other revenue sources for the General Fund are:

- Licenses, Fees, Fines
- Intergovernmental—State
- Charges for Services
- Fines and Forfeitures
- Other Revenue

The modeling approach and per new resident or nonresident employee factor for each revenue source are shown in **Table 5**. EPS estimates that each new resident or nonresident employee in the city generates $150 in General Fund revenue annually (in addition to sales and property tax).

Table 5. City of Pueblo Other General Fund Revenue Source Per Person Factors

Description	2019 Actual	Factors					
		Nexus Factor	Nexus Factor Detail		Gross Factor	Variability	Net Factor
General Taxes							
Property Tax	$14,152,422	Case Study	---	$	-	---	---
Sales Tax	$50,833,835	Case Study	---	$	-	---	---
Other Taxes[1]	$10,629,918	Persons Served (PS)	122,620	$	87	100%	$ 87
Total General Taxes	$75,616,175						
Licenses & Permits	$1,016,348	Persons Served (PS)	122,620	$	8	100%	$ 8
Intergovernmental	$4,451,497	No Nexus	---	$	-	---	---
Marijuana - County Revenue Share	$666,868	Per Resident	112,251	$	6	100%	$ 6
Charges for Services	$4,774,984	Persons Served (PS)	122,620	$	39	100%	$ 39
Fines & Forfeitures	$2,362,430	Persons Served (PS)	122,620	$	19	50%	$ 10
Other Revenue	$1,319,884	No Nexus	---	$	-	---	---
Transfers In	$4,780,340						
Total Revenue	**$94,321,656**						
Total Net Transfers	**$89,541,316**						

[1] Includes Use Tax, Excise Tax, *** Tax, *** Tax

Source: City of Pueblo 2021 Adopted Budget; Economic & Planning Systems

Expenditures

This section summarizes the major expenditure sources for the City of Pueblo's General Fund, outlines the approach to modeling the fiscal impact of growth on each expenditure source, and reports the results of the fiscal impact modeling.

There are 9 major categories of expenditures within the General Fund, as shown in **Figure 4**. Public Safety departments (police and fire) account for the majority of the City's annual General Fund expenditures (59 percent in 2021 or $50 million). General Government is the third largest expenditure category, at $10 million or 12 percent of General Fund expenditures, followed by Public Works (9 percent) and Parks and Recreation (8 percent).

Figure 4. City of Pueblo General Fund Expenditures, 2021

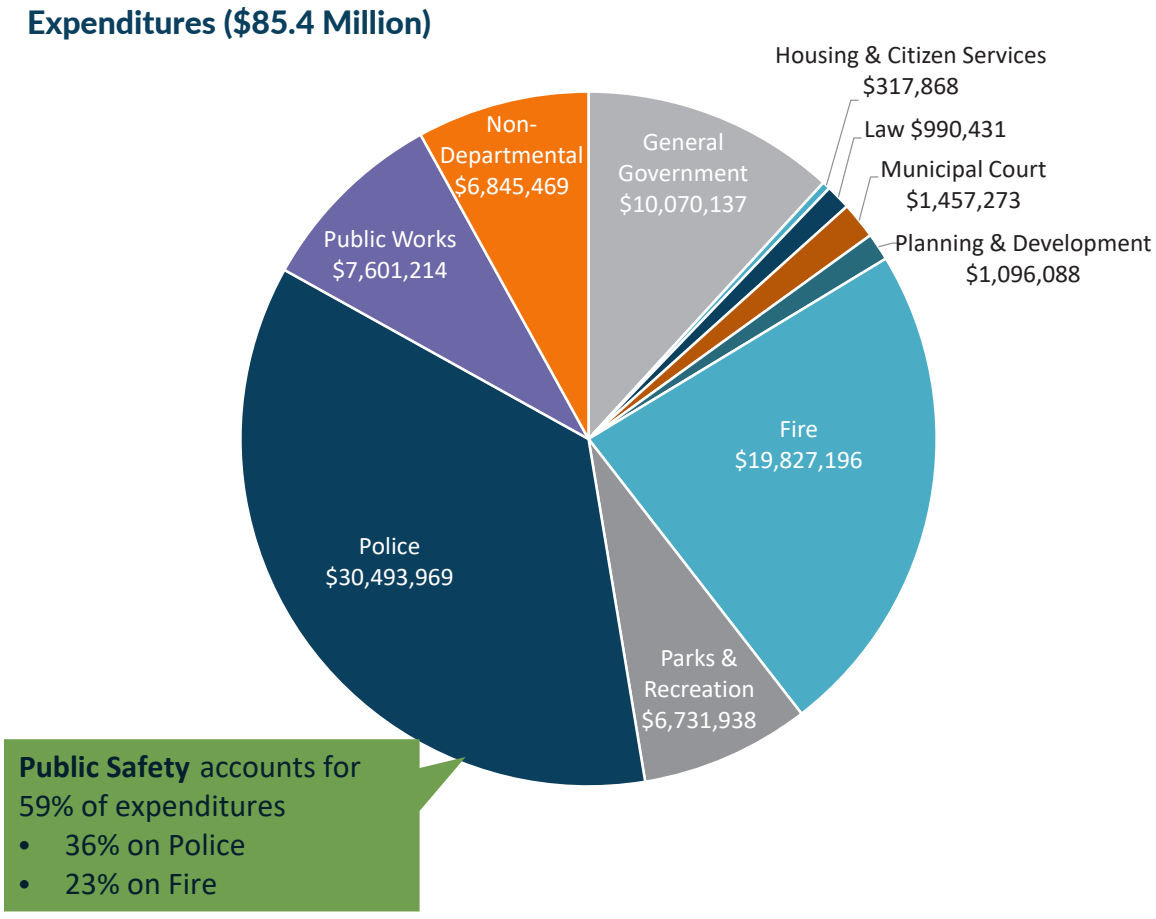


Table 6 provides a summary of the modeling approach used for each major expenditure category. Case studies were developed for four categories and are described below in more detail. An average cost factor with a corresponding variability estimate were used to estimate annual expenditures for the remaining categories. The expected annual expenditures per each new resident or nonresident employees is $100.

Table 6. Pueblo General Fund Expenditures – Nexus to Growth and Variability

Description	2019 *Actual*	Factors							
		Nexus Factor	Nexus Factor Detail		Gross Factor	Variability		Net Factor
General Government	$8,135,937	Persons Served (PS)	122,620	$	66	25%	$	17
Housing & Citizen Services	$330,076	Per Resident	112,251	$	3	100%	$	3
Law	$921,105	Persons Served (PS)	122,620	$	8	100%	$	8
Municipal Court	$1,152,911	Persons Served (PS)	122,620	$	9	100%	$	9
Planning & Development	$1,013,185	Persons Served (PS)	122,620	$	8	100%	$	8
Fire	$18,835,383	Case Study	---	$	-	---		---
Parks & Recreation	$5,939,890	Case Study	---	$	-	---		---
Police	$29,314,051	Case Study	---	$	-	---		---
Public Works	$6,723,038	Case Study	---	$	-	---		---
Non-Departmental	$6,783,328	Persons Served (PS)	122,620	$	55	100%	$	55
Transfers to Other Funds	$12,675,681							
Total Expenditures	**$91,824,586**							
Total Net Transfers	**$79,148,905**							

Source: City of Pueblo 2021 Adopted Budget; Economic & Planning Systems

Police

The Pueblo Police Department has an annual budget of $30.5 million. Most of this budget (94 percent) is for personnel costs (wages and benefits) for the department's employees. The City has 115 patrol officers providing police services to the community and handles 138,000 calls for services each year. New development has the biggest impact on the need for patrol officers and investigation-related staff. Generally, as the community grows, the need for additional patrol officers grows as well, with annual calls for service typically used as the measure for the need for personnel.

Given the service characteristics of the Police Department and the impact of growth on service needs, a persons served factor works to incorporate the impacts of increased demand for service from both new residents and new employees/businesses in the city. For the purposes of modeling the impacts of growth on service needs and cost to provide service, both major expenditure categories for the department are modeled as 75% variable with growth. The reduction from 100% accounts for fixed costs related to department administration. Each new resident or nonresident employee in the city generates $180 annually in added costs to the General Fund, as shown in **Table 7**.

Table 7. Pueblo Police Department Cost Allocation Method and Factors

Description	2019 *Actual*	Growth Factors					
		Nexus Factor	Nexus Factor Detail		Gross Factor	Variability	Net Factor
Expenditures							
Personnel (Wages & Benefits)	$27,249,429	Persons Served (PS)	122,620	$	222	75%	$ 167
Operating	$2,050,923	Persons Served (PS)	122,620	$	17	75%	$ 13
Total	**$29,300,352**						

Source: Economic & Planning Systems

Table 8 summarizes the impacts of growth on the City of Pueblo's Police Department. Generally, the more growth captured in the City of Pueblo the higher the cost to serve the community is. As a result, the cost to provide police services increases with each scenario as the amount of growth captured in the city increases. The estimated new annual expenditures for police services in Scenario A is $3.4 million, which increases to $4.2 million in Scenario C. The location of development can have impacts on service needs but the cost implications are either too small or too location specific to warrant or allow for modeling. The one major potential impact of the scenarios was identified in Scenario A. In this scenario, EPS considered the possibility of development of a large community to the north of the existing city limits and separated from the core of the community by approximately five miles. In this case, the police department may need to build a substation to service this growth. This cost was not modeled due to the level of uncertainty but is a major consideration for annexations of this type.

Table 8. Pueblo Police Department Scenario Findings

	Scenario A	Scenario B	Scenario C
Demand for Service	• More growth in City leads to more demand for service • Location of growth can impact service needs (not currently in model) • Outlying growth may require substation – cost related to a substation has not been estimated		
Cost to Serve	• **$3.4 million** new expenditures • Costs based on new residents + employees • Least capture of development within City	• **$3.8 million** new expenditures	• **$4.2 million** new expenditures • Greatest capture of development within City

Fire and Emergency Services

The Pueblo Fire Department has an annual budget of $19.8 million. Most of this budget (95%) is used for personnel costs, similar to the Police Department. The department uses 10 fire stations spread throughout the community to provide services. Each station has a fire engine, and some also have supporting EMS or ladder trucks to support services. The Fire Department currently handles 25,000 calls for service annually and calls are anticipated to grow by 6 to 9 percent annually going forward. This highlights the impact of ensuring land use patterns help support efficient fire service for the community.

The Pueblo Fire Department is required to meet certain “level of service” standards, based on call response time, to provide needed services to the community and maintain insurance ratings. These standards influence station location decisions. Call volume is not uniform across stations, but instead station location is dependent on the surrounding population and employment density, and the ability of the apparatus at that station to respond within the given level of service standard. Because of this service nature, the impact of new development on Pueblo Fire varies depending on the location and type of growth.

Each fire station has a service area, which is most often defined by the response time of a fire engine from the station. New development that is outside of existing fire service areas for existing fire stations can create significant impacts on response times and often triggers the need for new station and associated fire personnel and capital equipment. The Pueblo Fire Department estimates each new fire station will increase annual operating costs by $1 million annually in addition to the capital funds needed to build a new station and provide new fire apparatus.

EPS estimated the annual increase in expenditures for fire service generated by a new household, with the assumption that existing fire stations can service most of the potential growth areas within the city's current boundaries. A per household factor was used to estimate costs, as households are the best indicator of fire service needs given that fire service is most directly tied to the amount and location of new residential development. EPS estimates that each new household will increase annual costs to the department by $361 per year, as shown in **Table 9**.

Annexation of a new development into the City of Pueblo has the potential to trigger the need for another fire station. The Fire Department is already anticipating the need for a new fire station in the northwest portion of the city to accommodate growth in the area near Pueblo Boulevard and Highway 50, including potential annexations to the city north of Highway 50. Any additional large-scale annexations, especially ones in areas not immediately adjacent to the city boundaries, will likely trigger needs for additional new stations (outside of the Highway 50 and Pueblo Boulevard area).

Table 9. Pueblo Fire Cost Allocation Method and Factors

Description	2019 *Actual*	Growth Factors						
		Nexus Factor	Nexus Factor Detail		Gross Factor	Variability		Net Factor
Expenditures								
Personnel (Wages & Benefits)	$17,779,335	Per Household	45,762	$	389	88%	$	342
Operating	$985,924	Per Household	45,762	$	22	88%	$	19
Total	**$18,765,259**							
Growth Costs (New Stations)								
New Stations Needed								
Cost per New Station	**$1,000,000**							
Total Station Cost								
Total Fire Costs								

Source: Economic & Planning Systems

Table 10 provides a summary of the demand and cost to serve findings from the evaluation of the three scenarios. As shown, Scenario A generates $3.8 million in new annual expenditures, Scenario B generates $3.3 million, and Scenario C falls in the middle generating $3.6 million. Despite having the lowest capture of new housing, Scenario A produces the highest estimated increase in annual expenditures for the Fire Department. This is due primarily to the location of development and the greater share of housing (relative to commercial uses) forecast in Scenario A. As mentioned previously, large annexations to the city will likely trigger the need for a new fire station, which will significantly increase costs. Scenario A envisions growth of the city's boundaries, and so costs may be higher in this scenario than currently estimated depending where/if annexation activity

occurs. Scenario B has the lowest estimated increase in annual cost to the department. This is due to the lower amount of growth captured in Scenario B versus Scenario C. Scenario B also tries to focus new development in the core of the City of Pueblo, which is more efficient to serve with existing fire stations and apparatus.

Table 10. Pueblo Fire Department Scenario Findings

	Scenario A	Scenario B	Scenario C
Demand for Service	• Large amount of development north of the City **necessitates new station** • The location of development impacts need for station more than amount of growth	• More centralized development does not require new station	• More centralized development does not require new station
Cost to Serve	• **$3.8 million** new expenditures • Costs based on new households • Costs associated with new station personnel **($1 million/ year**) • No capital cost estimated	• **$3.3 million** new expenditures • Costs based on new households	• **$3.6 million** new expenditures • Costs based on new households

Public Works

The Department of Public Works has a budget of $7.6 million; just over two-thirds of this (68 percent) goes to personnel (wages and benefits). The department provides a variety of services, with street maintenance being most directly related to growth and new development. Currently, Public Works provides street maintenance for approximately 500 miles of paved streets.

As shown in **Table 11**, costs associated with new growth were calculated in two ways. Personnel expenses are estimated on a persons served basis, accounting for additional costs to serve both new residents and nonresident employees. Overall costs to the department are approximately $37 per person served. Operating expenses are estimated based on new lane miles associated with new development; these were estimated based on the amount of greenfield development, by type (e.g., single family, multifamily, retail, office). As shown, the department incurs a cost of approximately $4,233 dollars per lane mile.

Table 11. Pueblo Public Works Cost Allocation Method and Factors

Description	2019 *Actual*	Growth Factors					
		Nexus Factor	Nexus Factor Detail		Gross Factor	Variability	Net Factor
Expenditures							
Personnel (Wages & Benefits)	$4,544,371	Persons Served (PS)	122,620	$	37.06	100%	$ 37.06
Operating	$2,116,248	Lane Miles	500	$	4,232.50	100%	$ 4,232.50
Total	**$6,660,619**						

Source: Economic & Planning Systems

The cost to serve growth associated with each scenario is summarized in **Table 12**. There is a difference of a mere $151,000 across scenarios, with a total cost of $979,000 associated with Scenario A and $1.13 million with Scenario C. It is important to note, however, that in Scenario B and Scenario C a great deal more growth is being captured within the city, and in both scenarios the amount of greenfield development is lower, resulting in fewer miles of new road.

Table 12. Pueblo Public Works Scenario Evaluation Findings

	Scenario A	Scenario B	Scenario C
Demand for Service • Greenfield development requires new roads • Infill development served by existing infrastructure	• Smallest capture of growth in City, but greatest proportion of greenfield development • **66 miles** new road	• More growth in City, but significant infill development • **62 miles** new road	• Most growth in City, but greatest amount of infill development • **63 miles** new road
Cost to Serve • Overall maintenance costs (personnel) based on total new development • New roads (operating) based on greenfield development	• **$979,000** new expenditures • **28%** of expenditures related to new roads	• **$1.05 million** new expenditures • **25%** of expenditures related to new roads	• **$1.13 million** new expenditures • **24%** of expenditures related to new roads

Parks and Recreation

The City of Pueblo Department of Parks and Recreation has an annual budget of $6.7 million, 75 percent of which goes to personnel (wages and benefits). The department manages 682 acres of park space, as well as recreation services and programs. When new residential development occurs, a parkland requirement is imposed; while this provides the land for new park space, the capital and operating costs of that space are borne by the City. While recent developments have been creating metro districts to fund the develop and take care of maintenance of new parks, this analysis assumes that any new parkland is incorporated into the Parks and Recreation Department.

Costs to Parks and Recreation associated with new growth were broken out into two categories – personnel, which applies to all types of growth (infill and greenfield), and operating, which only applies to greenfield development (which is associated with net new park acreage). This assumes that infill development can be served through existing parkland, with an associated increase in staffing needs, while greenfield development will require additional staffing in addition to increased operations costs associated with new park space.

Table 13 outlines the expenditure factors associated with new development. Using the City's current level of park service, a factor of 14.90 acres per 1,000 households was calculated and applied to new greenfield development. As shown, this results in an average of 108 acres of new parks required because of new development. The cost to serve this growth is nearly $2,500 per acre in operating expenses, in addition to $45 per resident for personnel/staffing (applied to both greenfield and infill growth).

Table 13. Pueblo Parks and Recreation Cost Allocation Method and Factors

Description	2021 *Adopted Budget*	Growth Factors					
		Nexus Factor					
		Nexus Factor	Detail	Gross Factor	Variability	Net Factor	
Expenditures							
Personnel (Wages & Benefits)	$5,031,373	Per Resident	112,251	$ 45	100%	$	45
Operating	$1,700,565	Park Acreage	682	$ 2,493	100%	$	2,493
Total	**$6,731,938**						
Park Acres	682						
New Development (Housing Units)	45,762	Scenario A	Scenario B	Scenario C			
Infill		638	2,018	2,679			
Greenfield/Annexation		7,333	7,153	7,242			
Total		**7,971**	**9,171**	**9,921**			
Acres per 1,000 Household	14.90						
New acreage (greenfield)		109.3	106.6	107.9			

Source: Economic & Planning Systems

Table 14 summarizes the demand and cost to serve each of the three growth scenarios. As shown, the key drivers of differentiation are the capture of growth and level of greenfield development. While the overall level of growth varies among scenarios, the cost to serve this growth for Parks and Recreation only varies by $160,000 across all scenarios. While Scenario A has more greenfield development than the other scenarios, less growth is captured within the city which leads to a lower overall cost to serve ($1.07 million annually). Scenario B and Scenario C, while having much more infill development, also have a higher capture of growth within the city which leads to a higher overall cost to serve ($1.16 million in Scenario B and $1.23 million in Scenario C).

Table 14. Pueblo Parks and Recreation Scenario Evaluation Findings

	Scenario A	Scenario B	Scenario C
Demand for Service	• Large amount of greenfield development necessitates new park acreage • **109 acres** new park space	• More development in City than Scenario A, but also more infill • **107 acres** new park space	• Highest City capture of growth, but more infill development requires less park acreage (built-out areas have sufficient park space) • **108 acres** new park space
Cost to Serve	• **$1.07 million** new expenditures • Costs based on new residents (all growth), new park space (greenfield development)	• **$1.16 million** new expenditures	• **$1.23 million** new expenditures

Net Fiscal Impact – General Fund

EPS compared the estimated annual revenues generated in each scenario to the estimated annual expenditures to estimate the net fiscal impact on the City's General Fund. **Table 15** provides a summary of the results of the evaluation. Scenario A results in a net negative impact on the General Fund of $163,000 annually. This is essentially a neutral or minimal impact. Scenarios B and C generate a net positive fiscal impact annually of over $1 million.

The estimated revenues in each scenario vary based on the capture of growth within the city, but not by location of growth. New development in greenfield areas is more costly to serve and often requires new infrastructure. Scenario A forecasts a greater capture of growth in greenfield areas.

Table 15. City of Pueblo General Fund Net Fiscal Impact by Scenario

Description	Nexus Factor	Scenario A Scenario Growth	Scenario B Scenario Growth	Scenario C Scenario Growth
GENERAL FUND REVENUES				
General Taxes				
Property Tax	Case Study	$3,318,591	$3,894,243	$4,537,271
Sales Tax	Case Study	$4,048,279	$4,577,680	$4,995,182
Other Taxes[1]	Persons Served (PS)	$1,640,788	$1,852,393	$2,017,627
Licenses & Permits	Persons Served (PS)	$156,879	$177,111	$192,909
Marijuana - County Revenue Share	Per Resident	$105,805	$118,358	$127,546
Charges for Services	Persons Served (PS)	$737,046	$832,099	$906,323
Fines & Forfeitures	Persons Served (PS)	$182,327	$205,841	$224,202
Total GF Revenues		**$10,189,715**	**$11,657,725**	**$13,001,062**
OTHER REVENUES				
Highway User Tax Fund	Case Study	$855,847	$984,691	$1,065,218
Total Other Revenues		**$855,847**	**$984,691**	**$1,065,218**
Total Revenue		**$11,045,562**	**$12,642,416**	**$14,066,280**
GENERAL FUND EXPENDITURES				
General Government	Persons Served (PS)	$313,957	$354,447	$386,063
Housing & Citizen Services	Per Resident	$52,370	$58,583	$63,131
Law	Persons Served (PS)	$142,178	$160,514	$174,832
Municipal Court	Persons Served (PS)	$177,958	$200,909	$218,830
Planning & Development	Persons Served (PS)	$156,391	$176,560	$192,309
Fire	Case Study	$3,876,372	$3,309,397	$3,580,038
Parks & Recreation	Case Study	$1,070,787	$1,158,812	$1,231,441
Police	Case Study	$3,392,007	$3,829,458	$4,171,048
Public Works	Case Study	$979,429	$1,054,526	$1,128,124
Non-Departmental	Persons Served (PS)	$1,047,045	$1,182,078	$1,287,520
Total Expenditures		**$11,208,494**	**$11,485,283**	**$12,433,336**
NET BALANCE		($162,932)	$1,157,133	$1,632,945

Source: Economic & Planning Systems

EPS identified some major considerations related to the type of development and the scenarios that were used to develop plan policies. These findings are summarized below.

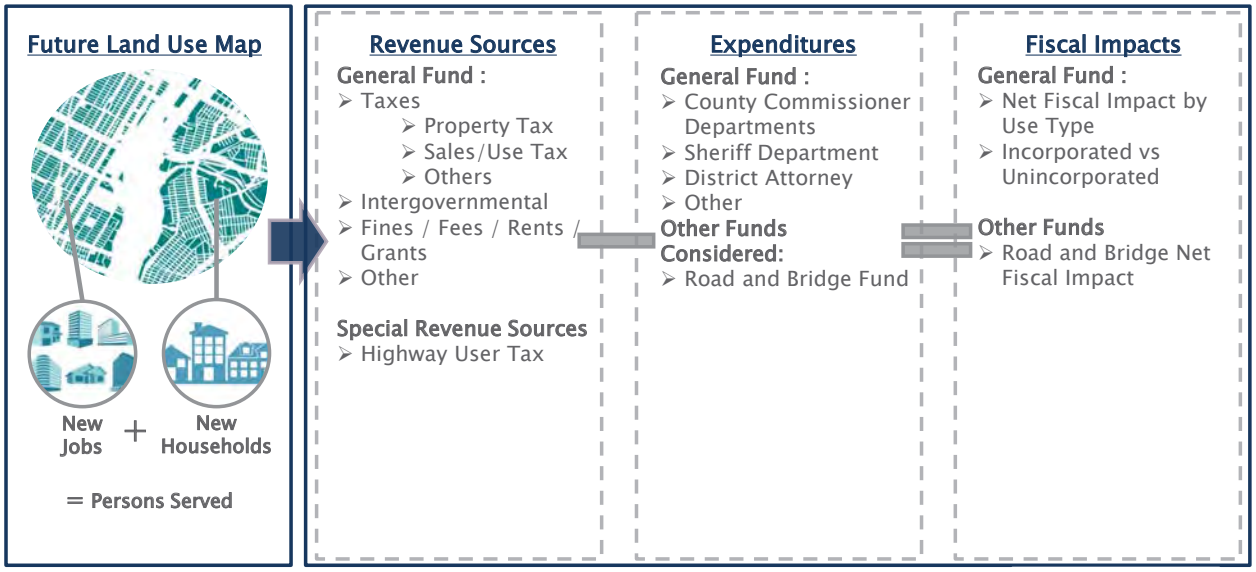
- The type of residential development (single family detached vs. single family attached vs. multifamily) has varying impacts on fiscal balance. While single family homes produce more revenue on average, they tend to generate greater costs due to the low density of the development (i.e., increase roadway maintenance) and are less efficient to serve.
- Nonresidential uses most often help support fiscal health. The capture of these uses in the City of Pueblo is most beneficial for the region. Generally, fiscal health of the community is best when the capture of residential and nonresidential uses is balanced.
- The location of new development creates differing fiscal impacts. Greenfield areas need new infrastructure that increases the network of infrastructure to maintain. The City of Pueblo has existing service capacity within undeveloped portions of the city, which are already served and can more efficiently serve new residents and businesses. Annexation most often triggers significant increases in cost when annexation areas are not able to be served by existing facilities (e.g., fire stations, police station).

4. Pueblo County

This chapter details the approach and results of modeling the fiscal impact of residential and nonresidential development on the General Fund and Road and Bridge Fund for Pueblo County. It provides an overview of the components of the General Fund that are impacted by new development, outlines the approach to modeling the impact of growth on both funds, and reports on findings of the fiscal impact analysis.

A summary of the approach used for Pueblo County is provided in **Figure 2**. This figure identifies the major General Fund revenues and expenditures that were analyzed, as well as any specific revenue sources or enterprise/business type funds that may be impacted by growth.

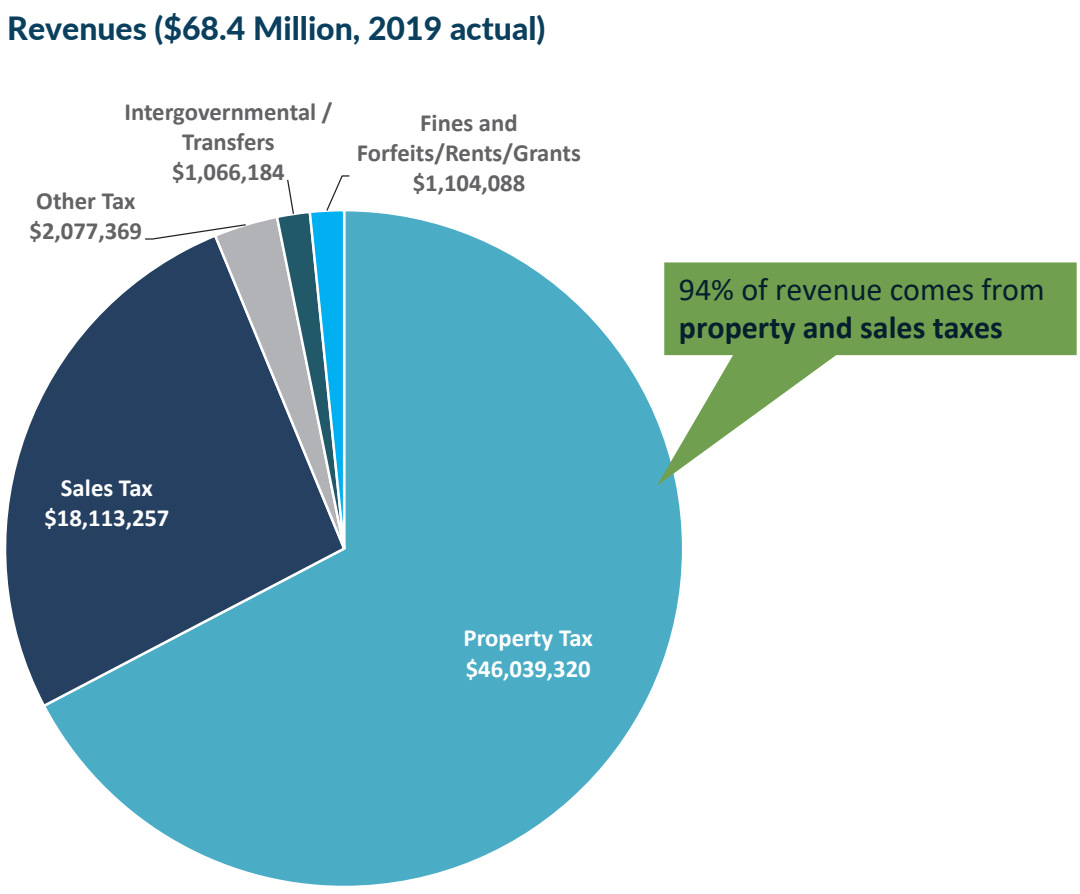
Figure 5. Pueblo County Fiscal Impact Model Approach Summary



Revenues

This section summarizes the major revenue sources for the General Fund and outlines the approach to modeling the fiscal impact of growth on each revenue source. There are five categories of revenues within the General Fund and the amount of revenue per source is shown in **Figure 3**. Property Tax is the largest revenue category, accounting for 67 percent of General Fund in 2019 ($46 million). Sales Tax is the second largest revenue category, at $18 million or 21 percent of General Fund revenue. These two revenue streams were modeled using the case study approach. The remaining revenue categories were modeled using average revenue factors.

Figure 6. Pueblo County General Fund Revenues, 2019



Property Tax

The per-unit property tax revenues generated are summarized in **Table 16**. As shown, for residential uses the single family detached housing product types (Pueblo Ranch and Traditional Single Family) generate the highest per-unit revenue ($423). For commercial development, retail and service/hospitality uses generate the greatest amount of property tax on a square footage basis, at $1.37 per square foot, while industrial uses generate only $0.51. However, industrial uses will tend to be larger, and thus may generate a similar amount of tax revenue on a per-property basis.

Based on these tax generation factors, a growth scenario with more single family detached housing will generate more property tax revenue, as this housing type has the highest property value and thus generates the highest level of property taxes. However, as the rest of the model will show, it is important to consider the costs to serve various types of growth as well to get a comprehensive picture of the net fiscal impact on the city of new development.

Table 16. Pueblo County Property Tax Revenue per Unit

Description	Market Value per Unit/Sq. Ft.	Assessment Ratio	Assessed Value per Unit	Mill Levy	Revenue Per Unit
Residential					
Pueblo Ranch	$250,000	7.15%	$17,875	23.646	$423
Suburban Single Family	$250,000	7.15%	$17,875	23.646	$423
Attached	$200,000	7.15%	$14,300	23.646	$338
Multifamily	$150,000	7.15%	$10,725	23.646	$254
Total Residential					
Commercial					
Retail	$200	29.00%	$58	23.646	$1.37
Service/Hospitality	$200	29.00%	$58	23.646	$1.37
Office/Institutional	$150	29.00%	$44	23.646	$1.03
Industrial/Flex	$75	29.00%	$22	23.646	$0.51
Heavy Industry/Land Based	$75	29.00%	$22	23.646	$0.51
Total Commercial					
Total Property Tax					

Source: Economic & Planning Systems

Sales Tax

EPS developed a retail sales flow mode to estimate the portion of retail sales generated by residents, nonresident employees, and visitors to the County. The retail sales flow model uses average household incomes and per employee spending factors to estimate the potential spending on retail goods generated by residents and workers in the County. The potential retail spending is distributed by retail store category based on the US Census of Retail Trade (2017) for Colorado. The retail spending expenditure potential was then compared to actual sales per store category (3- and 4-digit retail trade NAICS categories) to determine what portion of sales Pueblo County captures comes from residents, nonresident workers, and visitors. EPS estimates that Pueblo County residents account for approximately 68 percent of sales made anywhere in the County. Nonresident workers account for approximately 24 percent, and visitors to the community contribute 8 percent.

EPS estimated annual retail spending per resident and per nonresident employee/worker using the retail sales flow model. The city's 0.8 percent sales tax rate for the General Fund was then applied to the sales per category to estimate the amount of sales tax revenue an average person or nonresident worker will generate annually. Each new resident is estimated to generate $10,990 in annual sales tax from retail spending and each new nonresident worker is estimated to generate $3,954 in annual sales tax revenue, as shown **Table 17**.

Table 17. Pueblo County Resident and Employee Retail Sales Factors

Description	Residents Sales Per Capita	Non-Resident Employees Sales Per Capita
Total Residents/Employees (2020)	112,251	16,427
Convenience Goods		
Food and Beverage Stores	$3,419	$575
Health and Personal Care	$526	$616
Total Convenience Goods	**$3,944**	**$1,192**
Shopper's Goods		
General Merchandise	**$2,003**	**$810**
Other Shopper's Goods		
Clothing & Accessories	$448	$204
Furniture & Home Furnishings	$381	$0
Electronics & Appliances	$292	$175
Sporting Goods, Hobby, Book, & Music Stores	$302	$219
Miscellaneous Retail	$533	$408
Subtotal	**$1,955**	**$1,006**
Total Shopper's Goods	**$3,958**	**$1,816**
Eating and Drinking	**$2,049**	**$946**
Building Material & Garden	**$1,038**	**$0**
Total Retail Goods	**$10,990**	**$3,954**

Source: Economic & Planning Systems

Property and Sales Tax Findings

The estimated revenue per scenario from property tax and sales tax is summarized in **Table 18.** Countywide, the amount and mixture of growth is the same in all scenarios and therefore produces the same revenue in all three scenarios.

Table 18. Pueblo County Property and Sales Tax Evaluation Findings

	Scenario A	Scenario B	Scenario C
Property Tax • Based on property values of new development but not on location • Revenues same for all scenarios	• **$10.9 million** new revenue	• **$10.9 million** new revenue	• **$10.9 million** new revenue
Sales Tax • Based on per-capita spending factors for new residents, new non-resident employees • Same amount of growth in all scenarios generates same sales tax in the County • Applies County's 1% sales tax rate	• **$3.2 million** new revenue	• **$3.2 million** new revenue	• **$3.2 million** new revenue

Other General Fund Revenues

Most other revenue sources are estimated using average revenue factors based on the relevant nexus factor. Factors are calculated based on FY19 General Fund actuals and 2019 (or the most recent) demographic data, and then applied to scenario growth to determine total revenue. The other major revenue sources include Use Tax (per person approach), Tobacco Tax (per person approach), other taxes (not estimated/no nexus to growth), Intergovernmental revenues (not estimated/no nexus to growth), Fines and Forfeits/Rents/Grants (not estimated/ no nexus to growth), and transfers (not estimate). New residential units generate between $437 and $639 per new unit annually, as shown in **Table 19**. Nonresidential uses in total generate between $0.57 to $1.48 per square foot of new building space annually.

Table 19. Pueblo County General Fund Revenue Factors

			Per Unit Factors				Per Sq Ft Factors				
	2019 Budget	Approach	Pueblo Ranch	Traditional Single Family	Attached	Multifamily	Retail	Service / Hospitality	Office / Institutional	Industrial / Flex	Heavy Industry / Land Based
On-going General Fund Revenues											
Taxes											
Property Tax	$46,039,320	Case Study	$422.68	$422.68	$338.14	$253.61	$1.37	$1.37	$1.03	$0.51	$0.51
Sales Tax	$18,113,257	Case Study	$193.41	$193.41	$163.99	$163.99	$0.08	$0.08	$0.13	$0.07	$0.04
Use Tax	$1,957,627	Per Person	$22.02	$22.02	$18.67	$18.67	$0.03	$0.03	$0.04	$0.02	$0.01
Tobacco Tax	$40,709	Per Person	$0.46	$0.46	$0.39	$0.39	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$79,033	No Nexus	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Taxes Subtotal	**$66,229,946**		**$638.57**	**$638.57**	**$521.20**	**$436.66**	**$1.48**	**$1.48**	**$1.21**	**$0.60**	**$0.57**
Intergovernmental	$427,030	No Nexus	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Fines and Forfeits/Rents/Grants	$1,104,088	No Nexus	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Transfers	$639,154	No Nexus	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total On-going Revenues			**$638.57**	**$638.57**	**$521.20**	**$436.66**	**$1.48**	**$1.48**	**$1.21**	**$0.60**	**$0.57**

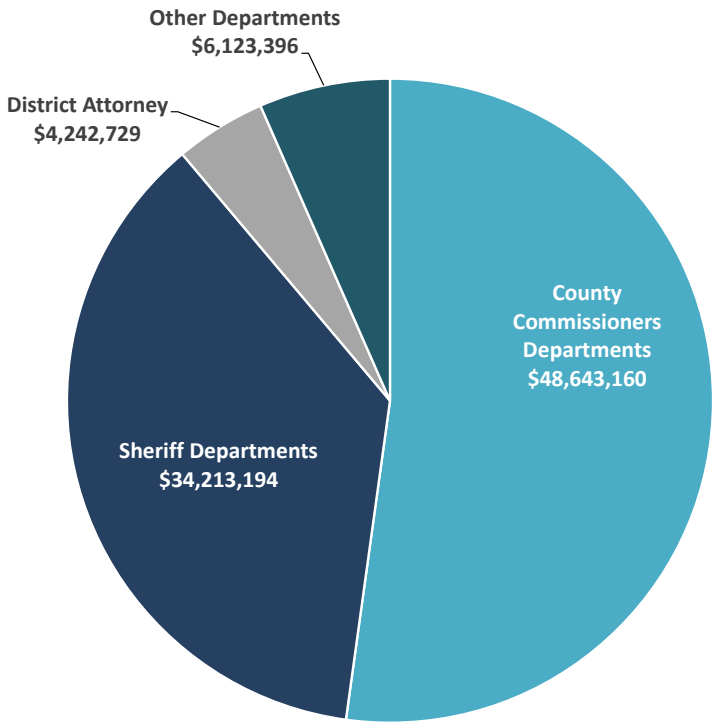
Source: Pueblo County, Economic & Planning Systems

Expenditures

This section summarizes the major expenditure sources for the Pueblo County's General Fund, outlines the approach to modeling the fiscal impact of growth on each expenditure source, and reports the results of the fiscal impact modeling.

There are three major categories of expenditures within the General Fund, as shown in **Figure 7**. The County Commissioners' departments include all the departments that provide administrative services and government services for the county. These departments account for 52 percent of the county's General Fund expenditures. The public safety category includes the Sheriff's Department and the District Attorney. These two departments account for 42 percent of the county budget. Lastly, the Other General Fund category includes budgets for elected county positions and departments including the County Clerk, County Treasurer, elections, County Assessor, and others.

Figure 7. Pueblo County General Fund Expenditures, 2019



General Fund Expenditures

Evaluating the impact of new development on county's is often approached differently than a city. Unlike a city, some county services and functions only serve the unincorporated portion of the county while others may serve all residents of a county regardless of if they live in a city or not. Attributing costs based on the service population is the primary approach to understanding the fiscal impact on counties from new development. Each specific department and expenditure items in the three major expenditure categories were assessed to determine if are directly impacted by new development and if they provide a service to the "Entire County" or just to the "unincorporated" portion of the County. Three groupings were made to determine how to allocate costs. The Entire County group are costs associated to all new residents and nonresident employees to the county regardless of their location. The Unincorporated group includes costs for services that are provided just to residents and businesses within the unincorporated portion of the county. Lastly, the indirect group are costs that are not impacted or indirectly impacted by growth and the geographic location of residents or businesses is not a factor.

Table 20 provides a summary of the expenditures, program revenues, and development related costs for the three major General Fund categories. It also summarizes the cost attributed to residents in the Entire County, indirect costs to all residents, and costs attributed to unincorporated residents. Using the growth scenarios, these cost factors are applied to new development based on its location within or outside of the City of Pueblo. Growth outside the City of Pueblo has the per capita cost from all three groups attributed, which totals $362 per resident or nonresident worker. New development in the City of Pueblo only has the Entire County and Indirect costs attributed to it, which totals $229 per resident or nonresident employee.

Table 20. Pueblo County General Fund Expenditures – Nexus to Growth and Variability

	Expenditures	Program Revenue	Net	Development Related Cost	Per Capita Cost
General Fund					
County Commissioner Departments	$48,643,160	$12,156,855	$36,486,305	$16,389,598	$99.03
Sheriff Departments and District Attorney	$38,455,923	$9,035,117	$29,420,806	$29,729,305	$250.20
Other General Fund	$6,123,396	$5,173,776	$949,620	$2,401,550	$13.01
Subtotal	**$93,222,479**	**$26,365,748**	**$66,856,731**	**$48,520,452**	**$362.24**
Total by Type					
Entire County	**$45,245,768**	**$10,630,790**	**$34,614,978**	**$34,614,978**	**$192.64**
Indirect	**$39,395,515**	**$14,947,143**	**$24,448,372**	**$6,112,093**	**$36.67**
Unincorporated	**$8,581,196**	**$787,815**	**$7,793,381**	**$7,793,381**	**$132.94**

Source: Pueblo County 2021 Budget; Economic & Planning Systems

County Commissioner Departments

The location of service grouping and modeling approach for all departments and expenditure items in the County Commissioners Departments category are shown in **Table 21**. These departments' net expenditures (expenditures minus program revenues) and the associated modeling methodology result in a cost per new resident or nonresident employee of $99.03, of which only $2.35 is associated with unincorporated development. Most of these departments provide services to all residents in the County.

Table 21. County Commissioners' Departments Method and Factors

Name of Program	Expenditures	Program Revenue	Net	Location of Service	% Development Related	Development Related Cost	Approach	Factor
County Commissioners	$922,409	$0	$922,409	Indirect	25%	$230,602	Per Person Served	$1.37
County Manager	$0	$0	$0	Indirect	25%	$0	Per Person Served	$0.00
Other Administration	$16,346,741	$932,699	$15,414,042	Indirect	25%	$3,853,511	Per Person Served	$22.92
County Attorney	$1,364,472	$171,278	$1,193,194	Entire County	100%	$1,193,194	Per Person Served	$7.10
Office of Budget	$673,386	$10	$673,376	Indirect	25%	$168,344	Per Person Served	$1.00
Purchasing	$188,279	$14,383	$173,896	Indirect	25%	$43,474	Per Person Served	$0.26
Human Resources	$588,086	$64,094	$523,992	Indirect	25%	$130,998	Per Person Served	$0.78
Planning and Development	$363,384	$225,493	$137,891	Unincorporated	100%	$137,891	Per Person Served	$2.35
P&D Marijuana	$437,955	$1,632,280	$1,194,325	Entire County	100%	$1,194,325	Per Person Served	$7.10
Marijuana Impacts	$3,269,912	$2,822,667	$447,245	Entire County	100%	$447,245	Per Person Served	$2.66
Information Technology / Information Systems	$2,397,679	$200,020	$2,197,659	Indirect	25%	$549,415	Per Person Served	$3.27
Fleet/Equipment Managemenet	$2,976,615	$1,300,000	$1,676,615	Entire County	100%	$1,676,615	Per Person Served	$9.97
Facilities	$3,655,704	$520,083	$3,135,621	Indirect	25%	$783,905	Per Person Served	$4.66
Facilities - Recreation	$359,273	$100,264	$259,009	Entire County	100%	$259,009	Per Person Served	$1.54
Facilities - Runyon Field	$0	$0	$0	Indirect	25%	$0	Per Person Served	$0.00
Facilities Parks	$271,919	$165,000	$106,919	Entire County	100%	$106,919	Per Person Served	$0.64
Utilities	$1,763,412	$0	$1,763,412	Indirect	25%	$440,853	Per Person Served	$2.62
GIS/Economic Development	$489,058	$29,971	$459,087	Indirect	25%	$114,772	Per Person Served	$0.68
Correctional Services	$2,445,126	$2,114,728	$330,398	Entire County	100%	$330,398	Per Person Served	$1.97
Pueblo LEAD	$367,766	$391,313	$23,547	Indirect	25%	$5,887	Per Person Served	$0.04
Pretrial Services	$660,341	$6,350	$653,991	Indirect	25%	$163,498	Per Person Served	$0.97
Intergovernmental/Community Health	$357,864	$95,228	$262,636	Entire County	100%	$262,636	Per Person Served	$1.56
CSU Extension	$924,670	$422,319	$502,351	Indirect	25%	$125,588	Per Person Served	$0.75
Economic Development Tax Incentives	$6,914,029	$924,175	$5,989,854	Entire County	100%	$5,989,854	Per Person Served	$35.63
Aid to Other Entities	$399,321	$0	$399,321	Indirect	25%	$99,830	Per Person Served	$0.59
CSAC	$505,759	$24,500	$481,259	Entire County	100%	$481,259	Per Person Served	$2.86
General Fund Transfers	$0	$0	$0	N/A	0%	$0		$0.00
County Commissioner Total	**$48,643,160**	**$12,156,855**	**$36,486,305**		**34%**	**$16,389,598**		**$99.03**
Total by Type								
Entire County	**$18,902,924**	**$9,350,120**	**$9,552,804**	Entire County		**$9,552,804**		**$56.82**
Indirect	**$29,376,852**	**$2,581,242**	**$26,795,610**	Indirect		**$6,698,903**		**$39.85**
Unincorporated	**$363,384**	**$225,493**	**$137,891**	Unincorporated		**$137,891**		**$2.35**

Source: Pueblo County 2021 Budget; Economic & Planning Systems

Public Safety

The location of service grouping and modeling approach for all departments and expenditure items in the Public Safety category are shown in **Table 22**. This category includes the Sheriff's department and District Attorney. The expenditure items result in a mixture of services provided to the entire county and to just the unincorporated portions of the County. The Sheriff's department provides public safety and police services to the unincorporated portion of the county. The Sheriff, among many functions, also provides base level fire protection services within the county and in some cases are the only fire service available to residents that are not in a city or fire protection district. These departments' net expenditures and the associated modeling methodology result in a cost per new resident or nonresident employee of $250, of which $131 is associated with unincorporated development.

Table 22. County Public Safety Departments Method and Factors

Name of Program	Expenditures	Program Revenue	Net	Location of Service	% Development Related	Development Related Cost	Per Capita Cost
Sheriff Department							
Law Enforcement	$7,416,114	$562,322	$6,853,792	Unincorporated	100%	$6,853,792	$116.91
Detention	$18,820,061	$731,387	$18,088,674	Entire County	100%	$18,088,674	$98.02
Communication Center	$801,698	$0	$801,698	Unincorporated	100%	$801,698	$13.67
Emergency Preparedness	$380,603	$0	$380,603	Entire County	100%	$380,603	$2.06
Various Grants	$2,747,882	$2,442,885	$304,997	Indirect	25%	$76,249	$0.41
Chemical Stockpile Emergency Preparedness Program	$4,046,836	$4,902,836	$856,000	Indirect	25%	$214,000	$1.16
Sheriff Department	**$34,213,194**	**$8,639,430**	**$25,573,764**		**76%**	**$25,987,016**	**$229.92**
District Attorney							
District Attorney	$3,934,379	$227,008	$3,707,371	Entire County	100%	$3,707,371	$20.09
District Attorney Grants	$308,350	$168,679	$139,671	Indirect	25%	$34,918	$0.19
District Attorney Total	**$4,242,729**	**$395,687**	**$3,847,042**		**88%**	**$3,742,289**	**$20.28**
Total by Type							
Entire County	**$23,135,043**	**$958,395**	**$22,176,648**	Entire County		**$22,176,648**	**$120.17**
Indirect	**$7,103,068**	**$7,514,400**	**$411,332**	Indirect		**$102,833**	**$0.56**
Unincorporated	**$8,217,812**	**$562,322**	**$7,655,490**	Unincorporated		**$7,655,490**	**$130.58**

Source: Pueblo County 2021 Budget; Economic & Planning Systems

Other County Departments

The location of service grouping and modeling approach for all departments and expenditure items in the Other County Departments category are shown in **Table 23**. These departments' net expenditures (expenditures minus program revenues) and the associated modeling methodology result in a cost per new resident or nonresident employee of $13, all of which are applied to the entire county.

Table 23. Other County Departments Method and Factors

Name of Program	Expenditures	Program Revenue	Net	Location of Service	% Development Related	Development Related Cost	Per Capita Cost
Other Departments							
County Clerk	$1,959,012	$2,695,524	$736,512	Indirect	25%	$184,128	$1.00
Election	$731,891	$305,967	$425,924	Entire County	100%	$425,924	$2.31
County Assessor	$1,667,630	$1,099	$1,666,531	Entire County	100%	$1,666,531	$9.03
County Treasurer	$942,262	$2,155,977	$1,213,715	Indirect	25%	$303,429	$1.64
Public Trustee	$0	$0	$0	Indirect	0%	$0	$0.00
Coroner	$808,280	$15,209	$793,071	Entire County	100%	$793,071	$4.30
Surveyor	$14,321	$0	$14,321	Indirect	25%	$3,580	$0.02
Other Total	**$6,123,396**	**$5,173,776**	**$949,620**			**$2,401,550**	**$13.01**
Total by Type							
Entire County	**$3,207,801**	**$322,275**	**$2,885,526**	Entire County		**$2,885,526**	**$15.64**
Indirect	**$2,915,595**	**$4,851,501**	**$1,935,906**	Indirect		**$483,977**	**$2.62**
Unincorporated	**$0**	**$0**	**$0**	Unincorporated		**$0**	**$0.00**

Source: Pueblo County 2021 Budget; Economic & Planning Systems

Road and Bridge Fund

A separate fiscal model was built for the Road and Bridge Fund for Pueblo County. The model compares revenues to expenditures to develop a net fiscal impact of new development on this fund specifically. The Road and Bridge Fund generates $14.7 million annually from nine primary revenue sources, shown in **Table 24.** The major revenue sources are the State's Highway User Tax Fund, Property Tax, and Sales Tax. The revenue from property tax and sales tax were calculated using the same methodology as the county's General Fund but using the Road and Bridge Funds dedicate property tax mill levy (0.929 mills) and sales tax rate (0.2%). The Highway User Tax revenue is based on the growth of housing units in the county, which is the best approximation to the allocation of these funds from the State. The other revenues use a per persons served approach.

The Road and Bridge Fund has total expenditures in 2019 of $11.5 million. The major expenditure items include salaries and benefits for employees of the county, road repair and maintenance services, road repair and maintenance supplies, and capital roadway improvements. A per persons served approach was used for all the expenditures except road repair and maintenance services and capital improvements.

Table 24. County Road and Bridge Fund Revenue and Expenditure Factors

Description	Actual 2019	Approach	Variability	Factor
Revenues				
Property Tax	1,628,835	Case Study - Property Tax	100%	---
Specific Ownership Tax	176,034	Per Person Served	100%	$0.95
Sales Tax	3,602,876	Case Study - Sales Tax	100%	---
Permit Fees	4,225	Per Person Served	100%	$0.02
Grants	1,746,237	Not Modeled	0%	---
Fees	286,205	Per Person Served	100%	$1.55
Highway User Tax	6,274,561	Per Housing Unit	100%	$94.04
Impact Fees	2,952	Per Person Served	100%	$0.02
Other	126,544	Per Person Served	100%	$0.69
Transfers	872,690	Not Modeled	0%	---
Total Revenues	**14,721,159**			
Expenditures				
Salaries and Benefits	3,975,421	Per Person Served	100%	$21.54
Supplies	1,312,654	Per Person Served	100%	$7.11
Services	366,643	Per Person Served	100%	$1.99
Maintenance/Repair	1,477,391	Case Study - Street Miles	100%	$1,226
Rental	23,775	Per Person Served	100%	$0.13
Other	118,395	Per Person Served	100%	$0.64
Capital Improvements	4,235,128	Case Study - Street Miles	100%	$3,515
Expenses	**11,509,407**			

Source: Pueblo County 2021 Budget Book; Economic & Planning Systems

A per lane mile approach was used to estimate the expenditures for roadway repair and maintenance and for capital improvements. New development will add additional lane miles that need to be repair, maintained, and ultimately replaced/reconstructed. The amount of new lane miles a new housing unit (by housing type) or new nonresidential building (by type) will be generated was estimated based on existing conditions in the county. The estimated increase in lane miles to maintain in each Scenario is provided in **Table 25.** Scenario A is estimated to generate 82 new lane miles, Scenario B 73 new lane miles, and 66 new lane miles in Scenario C.

Table 25. County Road and Bridge Fund Case Study Methodology

Description	*Factor*	Scenario A		Scenario B		Scenario C	
		New Units	New Lane Miles	New Units	New Lane Miles	New Units	New Lane Miles
New Development	Lane Miles/Unit						
Residential							
Pueblo Ranch	0.014	3,656	50	3,656	50	3,656	50
Traditional Single Family	0.010	757	7	757	7	757	7
Attached	0.006	757	4	757	4	404	2
Multifamily	0.004	1,615	6	404	2	0	0
Commercial							
Retail	0.0000050	690,044	3	552,035	3	262,874	1
Service/Hospitality	0.0000039	519,223	2	415,378	2	197,799	1
Office/Institutional	0.0000036	394,569	1	295,927	1	197,285	1
Industrial/Flex	0.0000056	771,104	4	440,631	2	330,473	2
Heavy Industry/Land Based	0.0000056	447,860	3	223,930	1	223,930	1
Total New Lane Miles			**82**		**73**		**66**

Source: Economic & Planning Systems

Net Fiscal Impact

EPS compared the estimated annual revenues generated in each scenario to the estimated annual expenditures to estimate the net fiscal impact on the city's General Fund and Road and Bridge Fund. **Table 26** provides a summary of the results of the evaluation. Scenario A results in a net positive impact on the General Fund of $2.1 annually but has the highest net negative impact on the Road and Bridge Fund of $860,000 annually. Scenario C has the most positive impact with a $3 million net positive fiscal impact on the General Fund and a net negative fiscal impact on the Road and Bridge Fund or $527,000.

All three scenarios have the same estimated revenue as revenue sources were not deemed to be impacted by the new development being in incorporated or unincorporated settings. Scenario A has a higher capture of new development in the unincorporate portions of the county (including in Pueblo West) and results in higher expenditure costs. One notable impact on the Road and Bridge Fund is that greater capture of new development in the City of Pueblo and Pueblo West will result in a reduced share of revenues from the Highway User Tax allocation from the State.

Table 26. Pueblo County General Fund Net Fiscal Impact by Scenario

Description	Scenario A Scenario Growth	Scenario B Scenario Growth	Scenario C Scenario Growth
GENERAL FUND REVENUES			
Property Tax	$10,866,671	$10,866,671	10,866,671
Sales Tax	$3,160,712	$3,160,712	$3,160,712
Use Tax	$450,274	$450,274	$450,274
Tobacco Tax	$9,363	$9,363	$9,363
Other	$0	$0	$0
Intergovernmental	$0	$0	$0
Fines and Forfeits/Rents/Grants	$0	$0	$0
Transfers	$0	$0	$0
Total Revenue	**$14,487,020**	**$14,487,020**	**$14,487,020**
GENERAL FUND EXPENDITURES			
County Commissioner Departments	$4,150,453	$4,140,875	$4,133,315
Sheriff Departments and District Attorney	$7,693,987	$7,162,250	$6,742,528
Other General Fund	$552,380	$552,380	$552,380
Total Expenditures	**$12,396,820**	**$11,855,506**	**$11,428,224**
General Fund NET FISCAL BALANCE	**$2,090,200**	**$2,631,515**	**$3,058,796**
Road and Bridge NET FISCAL BALANCE	**$859,855**	**$587,950**	**$526,743**

Source: Economic & Planning Systems

EPS identified some major considerations related to the type of development and the scenarios that were used to develop plan policies specific to Pueblo County. These findings are summarized below.

- The varying amounts of development capture in and out of the unincorporated portions of the county within the three scenarios do not result in major fiscal health constraints. As well, the mixture of uses does not appear to greatly impact fiscal health either. The County should advocate for locating new development in areas that are best suited to support new development and have existing services and infrastructure in place.
- It is significantly more beneficial fiscally for the county to encourage development into incorporated cities. This is also true in terms of capture of growth within established metro districts. “Urban” level development in the county outside of a metro district generates costs that are much greater than the associated revenues generated to serve these areas. From a fiscal health perspective, the county should encourage new development within the incorporated cities/towns (e.g., the City of Pueblo) or into areas that are provide services through a metro district. (e.g., Pueblo West or Colorado City).

New Community Impact

Pueblo County and the City of Pueblo have had to consider the potential of adding a major new community (e.g., a large master planned development) in the unincorporated portions of the county that would need to be either supported by a special district or annexed into the City of Pueblo. The most realistic opportunity is the development of a project in the northern portion of the county along I-25. There have been previous projects planned for this area (Pueblo Springs) that never materialized but have brought to attention the need for the City and County to have policy in place to address these requests.

Pueblo County has existing policy within Title 17-Divison II-Chapter 17.160 of the County Code that addresses the development of new communities. The requirements for consideration of these projects are summarized below.

- Threshold of 2,500 new residents and/or 200 acres of contiguous nonresidential uses
- There is sufficient existing and projected need/demand for the project
- All environmental impacts will be mitigated or compensated for
- Will not conflict with surrounding land uses
- Will provide for transportation, waste and sewage disposal, water, schools, parks and recreation, and other services deemed necessary
- Will not make demands upon natural resources, including, but not limited to, energy resources

- Benefit to the residents of the county and region
- The proposed activity does not conflict with the Comprehensive Plan of the City and County of Pueblo

The Comprehensive Plan provides additional policies and guidance for consideration of this type of development in the county or through annexation into the city. To support this policy, EPS evaluated and considered the fiscal impacts of this type of development. EPS assumed a project that met the threshold requirements for the county of at least 2,500 new residents and 200 acres of nonresidential development would be built a significant distance north of the City of Pueblo's boundary (approximately five miles). The impacts were identified for both a major annexation to the city or an unincorporated development supported by a Title 32 Special or Metropolitan District. The findings of this evaluation are summarized in **Table 27**.

Table 27. New Community Fiscal Impacts

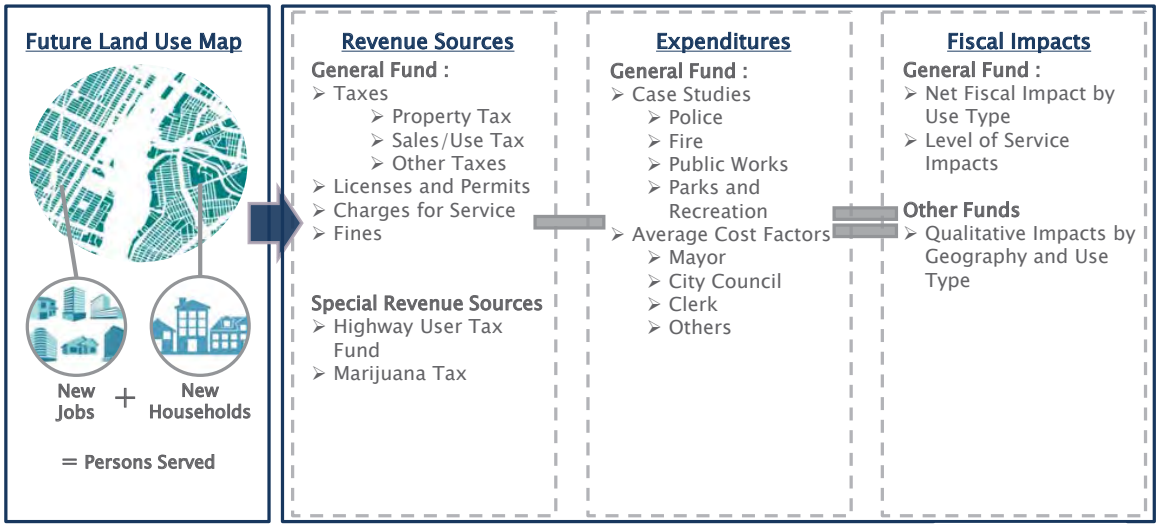
Governance Option	Estimated Annual Added Cost	Streets & Roads	Fire	Public Safety	Other Utilities and Services
Annexation into City of Pueblo	• $1.23 million+ in addition to Scenario A • Scenario A will have greater negative impact	• Improvement of Overton Road from City north for 5+ miles likely needed • Cost per mile for maintenance approx. $4,000 to $4,500 annually	• A new fire station will be needed • Capital cost of station over $2.5 million • $1 million in annual operating costs (in addition to Scenario A estimate)	• Likely to require a police sub-station or alternative policing approach that is not estimated in model	• Wastewater main needed to connect to City system (developer's cost) • May also require private treatment facility, which would not be City's responsibility
New Metropolitan District	• $22,500+ impact on Road and Bridge Fund • Scenario A less positive for County	• Improvement of Overton Road from City north for 5+ miles likely needed • Cost per mile for maintenance approx. $4,000 to $4,500 annually	• No fire protection district • New district or provider needed	• Likely require incremental increase in sheriff services and capacity to serve area	• Addressing wastewater challenges are same with a district but more challenging without city as partner

5. Pueblo West Metro District

This chapter details the approach and results of modeling the fiscal impact of residential and nonresidential development on the General Fund for the Pueblo West Metropolitan District (Pueblo West). It provides an overview of the components of the General Fund that are impacted by new development, outlines the approach to modeling the impact of growth, and reports on findings of the fiscal impact analysis.

A summary of the approach used for Pueblo West is provided in **Figure 8**. This figure identifies the major General Fund revenues and expenditures that were analyzed that may be impacted by growth.

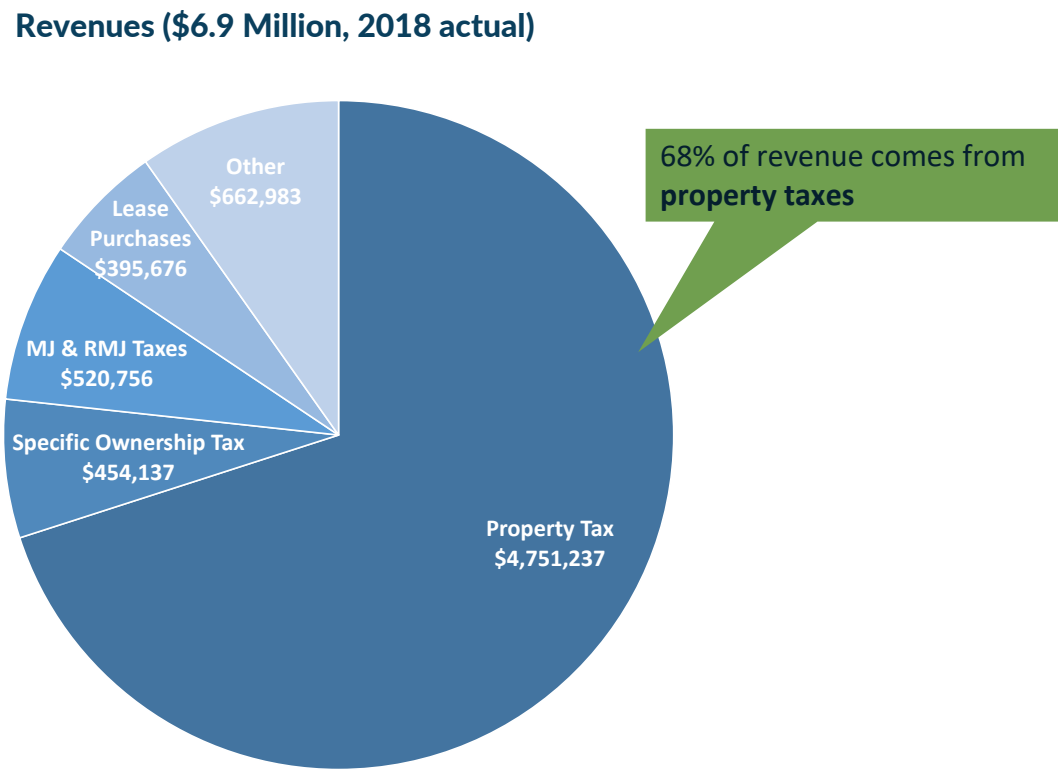
Figure 8. Pueblo West Fiscal Impact Model Approach Summary



Revenues

This section summarizes the major revenue sources for the General Fund and outlines the approach to modeling the fiscal impact of growth on each revenue source. There are five major categories of revenues within the General Fund, as shown in **Figure 9**. Property Tax is the largest revenue category, accounting for 68 percent of General Fund revenue in 2019 ($4.4975 million). No other revenue source produces more than $1 million annually in revenue.

Figure 9. Pueblo West General Fund Revenues, 2019



Property Tax

The per-unit property tax revenues generated are summarized in **Table 28**. As shown, for residential uses the single family detached housing product types (Pueblo Ranch and Traditional Single Family) generate the highest per-unit revenue ($362). For commercial development, retail and service/hospitality uses generate the greatest amount of property tax on a square footage basis, at $1.17 per square foot, while industrial uses generate only $0.44. However, industrial uses will tend to be larger, and thus may generate a similar amount of tax revenue on a per-property basis.

Based on these tax generation factors, a growth scenario with more single family detached housing will generate more property tax revenue, as this housing type has the highest property value and thus generates the highest level of property taxes. However, as the rest of the model will show, it is important to consider the costs to serve various types of growth as well to get a comprehensive picture of the net fiscal impact on Pueblo West of new development.

Table 28. Pueblo West Property Tax Revenue per Unit

Description	Market Value per Unit/Sq. Ft.	Assessment Ratio	Assessed Value per Unit	Mill Levy	Revenue Per Unit
Residential					
Pueblo Ranch	$250,000	7.15%	$17,875	20.230	$362
Suburban Single Family	$250,000	7.15%	$17,875	20.230	$362
Attached	$200,000	7.15%	$14,300	20.230	$289
Multifamily	$150,000	7.15%	$10,725	20.230	$217
Total Residential					
Commercial					
Retail	$200	29.00%	$58	20.230	$1.17
Service/Hospitality	$200	29.00%	$58	20.230	$1.17
Office/Institutional	$150	29.00%	$44	20.230	$0.88
Industrial/Flex	$75	29.00%	$22	20.230	$0.44
Heavy Industry/Land Based	$75	29.00%	$22	20.230	$0.44
Total Commercial					

Source: Economic & Planning Systems

Sales Tax

EPS developed a retail sales flow model to estimate the portion of retail sales generated by residents, nonresident employees, and visitors. The retail sales flow model uses average household incomes and per employee spending factors to estimate the potential spending on retail goods generated by residents and workers in Pueblo West. The potential retail spending is distributed by retail store category based on the US Census of Retail Trade (2017) for Colorado. The retail spending expenditure potential was then compared to actual sales per store category (3- and 4-digit retail trade NAICS categories) to determine what portion of sales Pueblo West captures come from residents, nonresident workers, and visitors. EPS estimates that Pueblo West residents account for approximately 14 percent of sales made in the Pueblo West. Nonresident workers account for approximately 27 percent, and visitors to the community contribute 59 percent.

EPS estimated annual retail spending per resident and per nonresident employee/ worker using the retail sales flow model. The retail spending model was developed to estimate revenues from the recently enacted sales tax that funds additional fire services and capital improvements. The dedicated 1 percent sales tax rate for fire service was then applied to the sales per category to estimate the amount of sales tax revenue an average person or nonresident worker will generate annually. Each new resident is estimated to generate $8,228 in annual sales tax from retail spending and each new nonresident worker is estimated to generate $15,385 in annual sales tax revenue, as shown in **Table 29**. Again, these revenues are dedicated solely to funding the capital expansion of the fire services (e.g., new fire station(s) and associated fire crews) in the metro district and fund ongoing operations of the expanded fire services.

Table 29. Pueblo West Resident and Employee Retail Sales Factors

Description	Residents Sales Per Capita	Non-Resident Employees Sales Per Employee
Convenience Goods		
Food and Beverage Stores	$2,560	$2,238
Health and Personal Care	$394	$2,398
Total Convenience Goods	**$2,953**	**$4,636**
Shopper's Goods		
General Merchandise	**$1,500**	**$3,153**
Other Shopper's Goods		
Clothing & Accessories	$335	$796
Furniture & Home Furnishings	$285	
Electronics & Appliances	$219	$681
Sporting Goods, Hobby, Book, & Music Stores	$226	$852
Miscellaneous Retail	$399	$1,586
Subtotal	**$1,464**	**$3,914**
Total Shopper's Goods	**$2,964**	**$7,066**
Eating and Drinking	**$1,534**	**$3,682**
Building Material & Garden	**$777**	**$0**
Total Retail Goods	**$8,228**	**$15,385**

Source: Economic & Planning Systems

The estimated new annual property tax that will be generated in each scenario is summarized in **Table 30**.

Table 30. Pueblo West Property Tax Generation Summary by Scenario

	Scenario A	Scenario B	Scenario C
Property Tax • Based on property values of new development • Higher-valued property (e.g. single family residential, non-residential uses) generates more revenue	• **$3.4 million** new revenue • Greatest capture of development within Pueblo West • Greater capture of non-residential uses	• **$2.8 million** new revenue	• **$2.1 million** new revenue • Least capture of development within City • Least capture of non-residential uses

Other General Fund Revenues

The four other revenue categories for the Pueblo West General Fund are specific ownership tax, franchise fees, marijuana enterprise tax, and other fees and charges. A per person served or per resident factor is used for these sources. New residents or nonresident workers are estimated to generate $29 annually in revenue, as shown in **Table 31**.

Table 31. Pueblo West Other General Fund Revenue Factors

Description	2019	Approach	Variability	Total	Unit	Factor
General Fund						
Property Tax	$4,870,849	Case Study - Property Tax	100%	$4,870,849	---	---
Specific Ownership Tax	$507,821	Per Person Served	100%	$507,821	34,889	$14.56
Franchise Fees	$153,641	Per Person Served	25%	$38,410	34,889	$1.10
MJ & RMJ Taxes	$579,438	Per Resident	25%	$144,860	31,849	$4.55
Other	$1,204,181	Per Person Served	25%	$301,045	34,889	$8.63
Total	**$7,315,930**			**$5,862,985**		

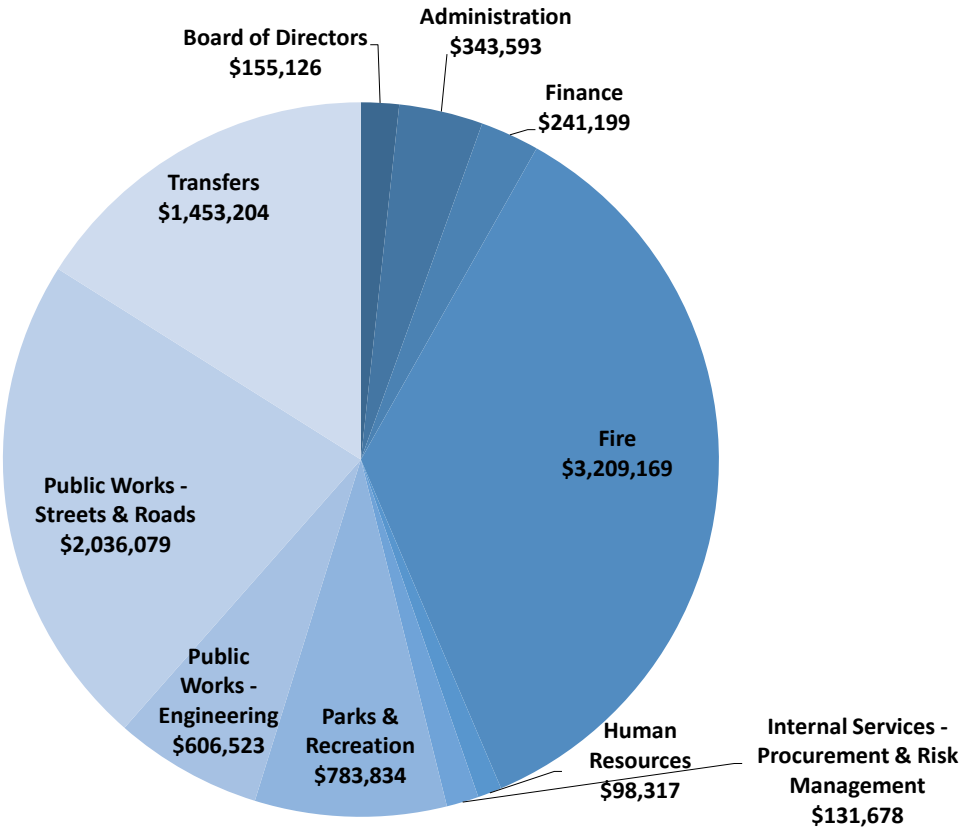
Source: Pueblo West Metro District; Economic & Planning Systems

Expenditures

This section summarizes the major expenditure sources for the Pueblo West General Fund, outlines the approach to modeling the fiscal impact of growth on each expenditure source, and reports the results of the fiscal impact modeling.

There are nine expenditure categories within the General Fund, as shown in **Figure 10**. Fire is the largest expenditure category, accounting for 35 percent of General Fund expenditures in 2019 ($3.2 million). Public Works, both the Streets and Roads, and Engineering Divisions, and the Parks and Recreation Department are three other major departments in terms of the size of their expenditures. The combined Public Works departments account for 29 percent of the expenditures, and Parks and Recreation accounts for 9 percent.

Figure 10. Pueblo West General Fund Expenditures, 2019



All the General Fund expenditures were estimated using average cost factors (per persons served or per housing unit) with an associated variability factor per department/expenditure, except for Public Works. The Public Works departments' impacts were estimated using a per roadway mile case study, which is described below. EPS estimates that a new resident or nonresident employee generates $135 in annual costs to Pueblo West (excluding Public Works costs), as shown in **Table 32**.

Table 32. Pueblo West General Fund Expenditures – Nexus to Growth and Variability

Description	Approach	Variability	Total	Unit	Factor
General Fund					
Board of Directors	Per Person Served	25%	$38,782	34,889	$1.11
Administration	Per Person Served	25%	$85,898	34,889	$2.46
Finance	Per Person Served	25%	$60,300	34,889	$1.73
Fire - Existing Level of Service	Per Person Served	80%	$2,522,256	34,889	$72.29
Human Resources	Per Person Served	25%	$24,579	34,889	$0.70
Internal Services - Procurement & Risk Management	Per Person Served	25%	$32,920	34,889	$0.94
Parks & Recreation	Per Housing Unit	100%	$639,112	11,443	$55.85
Public Works - Eng., Streets & Roads	Case Study - Road Miles	0%	$0	404	$0.00
Public Works - Engineering	Case Study - Road Miles	0%	$0	404	$0.00
Public Works - Streets & Roads	Case Study - Road Miles	0%	$0	404	$0.00
Transfers	Per Person Served	0%	$0	34,889	$0.00
General Fund Total			**$3,403,846**		**$135.10**

Source: Economic & Planning Systems

Additional Fire and Emergency Services

The residents of the Pueblo West Metro District approved an additional sales tax to fund the expansion of fire services in the district. The district needs a new fire station to service the community and may need an additional station in the plan horizon.

The new fire station will generate the need for 12 additional firefighters and additional apparatus (e.g., fire engine). The General Fund will continue to provide the same level of funding for fire to pay for the existing fire services and stations. The new sales tax revenue will be used to fund the capital costs of a new fire station and the ongoing operations cost of that station and future stations.

EPS developed a case study model to evaluate the revenue generation potential form the new sales tax and the estimated expenditure related to new growth and the new station. This analysis is summarized in **Table 33**. The new sales tax is estimated to generate $4.9 million annually. The estimated annual expenditures are $1.6 million, which results in a net fiscal positive impact of $3.3 million. This positive impact represents the amount of money that will be needed to service debt on capital expenditures and pay for future capital improvements.

EPS estimates that with the creation of the additional fire station and fire crews that are funded by the new sales tax, the level of service that exists in the community will be maintained through out the 2040 plan horizon. The community's decision to support the sales tax creates a sustainable revenue source for fire services and reduces demands on the General Fund to pay for growing fire service needs in the community.

Table 33. Pueblo West Additional Fire Case Study

Description	Audited 2019	Approach	Variability	Total	Unit	Factor
General Fund						
Revenues						
Fire Contracts	$9,800	Per Person Served	0%	$0	34,889	$0.00
Fire/EMS Classes	$1,080	Per Person Served	0%	$0	34,889	$0.00
Fire Inspection/Permit Fees	$4,900	Per Person Served	0%	$0	34,889	$0.00
Mutual Aid Revenues	$5,333	Not Modeled	0%	$0	---	---
Fire/EMS Grants	$15,995	Not Modeled	0%	$0	---	---
Donations	$1,500	Not Modeled	0%	$0	---	---
Total	**$38,608**					
Expenditures						
Personnel	$1,968,926	Case Study - Per Firefighter	75%	$1,476,695	18	$82,039
Operating	$655,873	Case Study - Per Firefighter	75%	$491,905	18	$27,328
Capital Equipment	$584,370	Case Study - Per Fire Station	100%	$584,370	2	$292,185
Total	**$3,209,169**		**80%**	**$2,552,969**		

Fire Sales Tax Fund	Estimate	Approach	Variability	Total	Unit	Factor
Revenues						
Sales Tax - New Residents	$3,846,873	Case Study - Sales Tax	100%	$384,687,271	46,752	$8,228
Sales Tax - New Employees	$1,094,470	Case Study - Sales Tax	100%	$109,446,958	7,114	$15,385
Sales Tax Revenue	**$4,941,342**					
Expenditures						
Crew Operations	$1,312,400	Case Study - Per Firefighter	100%	$1,312,400	12	$109,367
Capital Equipment	$292,185	Case Study - Per Fire Station	100%	$292,185	1	$292,185
Capital Funding	$3,336,758	Case Study - Per Fire Station	100%	$3,336,758	1	$3,336,758
Expenditures	**$1,604,585**					
Net Fiscal	**$3,336,758**					

Source: Economic & Planning Systems

Public Works

Pueblo West maintains the streets and roads within the district aside from US Highway 50. Funding for roadway maintenance comes from the General Fund and from Highway User Tax allocated by the State through the County. EPS estimated increases in Highway User Tax for Pueblo West based on a per housing unit factor, which was also used for the City of Pueblo and Pueblo County. This revenue source is estimated to generate $156 annually from new housing units to offset the total expenditures needed to maintain roads, as shown **Table 34**. The rest of the funding comes from the General Fund.

Pueblo West maintains roadways through two Public Works departments. The Streets and Roads Division provides the physical maintenance services or contracts for those services, while the Engineering Division designs, plans, and administers roadway maintenance efforts. Generally, new development in the Metro District generates additional road miles to maintain, which increases costs for the district. EPS estimated the amount of new road miles that new development will produce and the associated cost per new unit or new nonresidential square foot to maintain these roads based on existing conditions in the community. These factors were used to estimate increased costs for Public Works in the General Fund.

Table 34. Pueblo West Public Works Method and Factors

Description	Audited 2019	Approach	Variability	Total	Unit	Factor
Revenues						
Highway Users Tax	$1,783,779	Per Housing Unit	100%	$1,783,779	11,443	$155.88
Misc. Revenue	$0	Not Modeled	0%	$0	---	---
Total	**$1,783,779**					
Expenditures						
Public Works - Streets & Roads	$2,036,079	Case Study - Road Miles	100%	$2,036,079	404	$5,043
Public Works - Engineering	$514,535	Case Study - Road Miles	100%	$514,535	404	$1,274
Total	**$2,550,614**					**$6,317**

Use Types	Street Type	Miles/Acre	Unit/SF per Acre	Cost per Unit/SF
Pueblo Ranch	Gravel	0.01397	1	$176.54
Suburban Single Family	Gravel	0.01397	1	$88.27
Attached	Paved	0.01397	2	$44.13
Multifamily	Paved	0.01397	4	$22.07
Retail	Chip/Seal	0.28202	8,712	$0.20
Service/Hospitality	Chip/Seal	0.28202	13,068	$0.14
Office/Institutional	Chip/Seal	0.28202	13,068	$0.14
Industrial/Flex	Chip/Seal	0.28202	6,534	$0.27
Heavy Industry/Land Based	Chip/Seal	0.28202	1,307	$1.36

Source: Economic & Planning Systems

The evaluation of the scenarios identified the estimated increase in road miles from new development and estimated increased cost to maintain these road miles by scenario. Scenario A is estimated to generate the larges increase in road miles to maintain (97 miles) and the highest estimated additional cost ($1.0 million annually). A few roadway maintenance findings were identified in the process.

- Generally, the more, new development captured the greater the increased cost, however lower density development types (Pueblo Ranch style homes and industrial uses) generate a greater burden as they produce greater road mile demand.
- Also, many of the roads providing access to homes in the metro district are gravel roads. These gravel roads are generally more expensive to maintain than paved roads. The continued expansion of the Pueblo Ranch housing product type accessed with gravel roads will generate greater maintenance costs than new homes that are accessed by paved roads and built in more dense product styles (e.g., duplexes, multifamily apartments).
- Lastly, the condition and quality of some of the roads in the metro district are not up to the County's standards and therefore do not qualify for consideration into the formula used to allocate Highway User Tax revenues to Pueblo West. If more roadways are not accepted by the County, a greater portion of road maintenance will have to be funded solely through the General Fund and not offset by HUT revenues.

Table 35. Pueblo West Public Works Scenario Evaluation Findings

	Scenario A	Scenario B	Scenario C
Demand for Service • Larger lot residential generates more roadway to maintain per unit	• Greatest capture of new development • **97 miles** new road	• **82 miles** new road	• Least capture of new development • **66 miles** new road
Cost to Serve • Gravel roads generally more expensive to maintain • Some roads are not accepted by County and don't factor into HUTF revenue share	• **$1.0 million** new expenditures	• **$896,000** new expenditures	• **$774,000** new expenditures

Parks and Recreation

The Parks and Recreation Department has a $6.7 million annual budget. Seventy five percent of this budget goes to funding wages and benefits for employees of the department. The district maintains 682 park acres, many of which are acreage along the district's trail system. The department also provides a robust recreation program, considering the district's size. The recreation programming is funded through user fees and maintains a cost recovery model for programming. The maintenance of existing facilities is the biggest burden for the department. Adding new park land or amenities will increase the costs for the department and may not be supported by increased General Fund revenues. As the community grows, demands and needs for park space and amenities will grow. The department's ability to fund new improvements is largely nonexistent, so expansion of parkland needs to consider the added maintenance costs as well.

EPS estimated annual program revenues and expenditures for programs, personnel and maintenance using a per housing unit factor. Annually, a new housing unit is estimated to generate $9.42 in revenue but have $37.06 in annual costs to the district.

Table 36. Pueblo West Parks and Recreation Cost Method and Factors

Description	Audited 2019	Approach	Variability	Total	Unit	Factor
Revenues						
Programs Revenue	$107,762	Per Housing Unit	100%	$107,762	11,443	$9.42
Parks Investment Fee	$19,520	Not Modeled	0%	$0	---	---
Rental Income	$17,440					
Total	**$144,722**					**$9.42**
Expenditures						
Personnel	$479,731	Per Housing Unit	25%	$119,933	11,443	$10.48
Operating - General	$210,407	Per Housing Unit	100%	$210,407	11,443	$18.39
Operating - Recreation	$93,696	Per Housing Unit	100%	$93,696	11,443	$8.19
Total	**$783,834**			**$424,036**		**$37.06**

Source: Economic & Planning Systems

Net Fiscal Impact – General Fund

EPS compared the estimated annual revenues generated in each scenario to the estimated annual expenditures to estimate the net fiscal impact on Pueblo West's General Fund. **Table 37** provides a summary of the results of the evaluation. Scenario A results in a net positive impact on the General Fund of $1.2 million while the net fiscal impact from Scenario C is a positive $474,000.

Table 37. Pueblo West General Fund Net Fiscal Impact by Scenario

Description	Scenario A Scenario Growth	Scenario B Scenario Growth	Scenario C Scenario Growth
GENERAL FUND REVENUES			
Property Tax	$3,436,690	$2,820,030	$2,096,411
Specific Ownership Tax	$276,836	$234,663	$195,505
Franchise Fees	$20,939	$17,749	$14,788
MJ & RMJ Taxes	$67,784	$59,597	$53,684
Other	$164,113	$139,112	$115,899
Total Revenue	**$3,966,362**	**$3,271,152**	**$2,476,287**
GENERAL FUND EXPENDITURES			
Board of Directors	$21,142	$17,921	$14,930
Administration	$46,827	$39,693	$33,070
Finance	$32,872	$27,864	$23,215
Fire - Existing Level of Service	$1,374,997	$1,165,529	$971,040
Human Resources	$13,399	$11,358	$9,463
Internal Services	$17,946	$15,212	$12,674
Parks & Recreation	$235,678	$191,211	$163,418
Public Works - Eng., Streets & Roads	$1,010,862	$896,068	$774,076
Transfers	$0	$0	$0
Total Expenditures	**$2,753,723**	**$2,364,856**	**$2,001,886**
NET BALANCE	**$1,212,640**	**$906,295**	**$474,400**

Source: Economic & Planning Systems

EPS identified some major considerations related to the type of development and the scenarios that were used to develop plan policies. These findings are summarized below.

- The fiscal model methodology shows a new fiscal positive benefit for three scenarios. It is important to note that the expenses were estimated based on current levels of service in the community. If the community were to grow in the amount and pattern shown in Scenario A, it is possible that level of service would need to increase to support this development and meet residents' expectations. The changes in level of services needs or expectations are most likely for roadway maintenance or parks and recreation facilities.
- The fiscal impact analysis found that commercial services are the most fiscally beneficial use that the district can attract. Conversely, large lot single family homes and large industrial uses are the least beneficial due to the increases in roadway maintenance.
- Lastly, it appears new Fire Sales Tax Fund will allow the district to accommodate forecast growth while maintaining levels of service that exist today. The sales tax also reduces burdens on the General Fund to accommodate increased fire service costs, which has created a more fiscally sustainable position for the district.

Appendix

Table 38. Scenario A Development Assumptions and Inputs

Description	County		City of Pueblo		Pueblo West		Rest of County	
	Forecast (20 year)	% of Total	Forecast	% of Total	Forecast	% of Total	Forecast	% of Total
Residential (units)								
Pueblo Ranch	3,622	25%	0	0%	3,260	90%	362	10%
Traditional Single Family	5,875	40%	5,125	87%	750	13%	0	0%
Attached	1,470	10%	720	49%	750	51%	0	0%
Multifamily	3,726	25%	2,126	57%	1,600	43%	0	0%
Total	**14,693**		**7,971**	**54%**	**6,360**	**43%**	**362**	**2%**
Non-residential (bldg sq ft)								
Retail	1,051,500	25%	525,750	50%	473,175	45%	52,575	5%
Service/Hospitality	791,200	19%	395,600	50%	356,040	45%	39,560	5%
Office/Institutional	752,600	18%	451,560	60%	301,040	40%	0	0%
Industrial/Flex	839,300	20%	251,790	30%	419,650	50%	167,860	20%
Heavy Industry/Land Based	819,700	19%	409,850	50%	0	0%	409,850	50%
Total	**4,254,300**		**2,034,550**	**48%**	**1,549,905**	**36%**	**669,845**	**16%**

Source: Economic & Planning Systems

Table 39. Scenario B Development Assumptions and Inputs

Description	County		City of Pueblo		Pueblo West		Rest of County	
	Forecast (20 year)	% of Total	Forecast	% of Total	Forecast	% of Total	Forecast	% of Total
Residential (units)								
Pueblo Ranch	3,622	25%	0	0%	3,260	90%	362	10%
Traditional Single Family	5,875	40%	5,125	87%	750	13%	0	0%
Attached	1,470	10%	720	49%	750	51%	0	0%
Multifamily	3,726	25%	3,326	89%	400	11%	0	0%
Total	**14,693**		**9,171**	**62%**	**5,160**	**35%**	**362**	**2%**
Non-residential (bldg sq ft)								
Retail	1,051,500	25%	630,900	60%	368,025	35%	52,575	5%
Service/Hospitality	791,200	19%	474,720	60%	276,920	35%	39,560	5%
Office/Institutional	752,600	18%	526,820	70%	225,780	30%	0	0%
Industrial/Flex	839,300	20%	503,580	60%	251,790	30%	83,930	10%
Heavy Industry/Land Based	819,700	19%	614,775	75%	0	0%	204,925	25%
Total	**4,254,300**		**2,750,795**	**65%**	**1,122,515**	**26%**	**380,990**	**9%**

Source: Economic & Planning Systems

Table 40. Scenario C Development Assumptions and Inputs

Description	County		City of Pueblo		Pueblo West		Rest of County	
	Forecast (20 year)	% of Total	Forecast	% of Total	Forecast	% of Total	Forecast	% of Total
Residential (units)								
Pueblo Ranch	3,622	25%	0	0%	3,260	90%	362	10%
Traditional Single Family	5,875	40%	5,125	87%	750	13%	0	0%
Attached	1,470	10%	1,070	73%	400	27%	0	0%
Multifamily	3,726	25%	3,726	100%	0	0%	0	0%
Total	**14,693**		**9,921**	**68%**	**4,410**	**30%**	**362**	**2%**
Non-residential (bldg sq ft)								
Retail	1,051,500	25%	893,775	85%	157,725	15%	52,575	5%
Service/Hospitality	791,200	19%	672,520	85%	118,680	15%	39,560	5%
Office/Institutional	752,600	18%	602,080	80%	150,520	20%	0	0%
Industrial/Flex	839,300	20%	587,510	70%	167,860	20%	83,930	10%
Heavy Industry/Land Based	819,700	19%	614,775	75%	0	0%	204,925	25%
Total	**4,254,300**		**3,370,660**	**79%**	**594,785**	**14%**	**380,990**	**9%**

Source: Economic & Planning Systems

APPENDIX C



SCENARIO OUTREACH MATERIALS

Three growth scenarios were developed as part of the Regional Comprehensive Plan process to explore different assumptions about where forecast demand for residential and non-residential development might occur over the 20-year planning horizon, and to evaluate possible benefits and trade-offs associated with different assumptions. This appendix includes outreach materials used to solicit input from regional stakeholders and the community at large.

YOUR PLAN YOUR PUEBLO

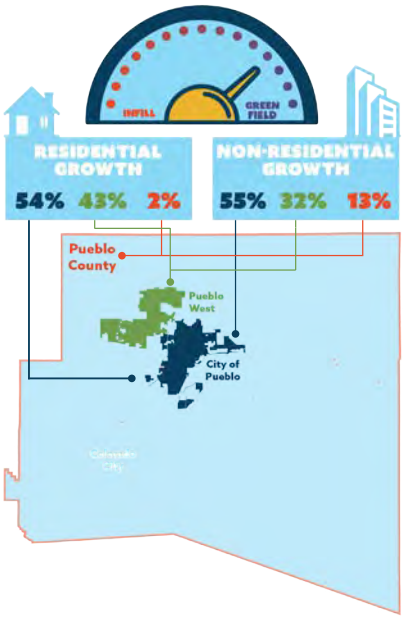
GROWTH SCENARIOS
AT A GLANCE

WHERE AND HOW SHOULD WE GROW?

By 2040, Pueblo County is forecast to add approximately 29,000 new residents. This translates into an estimated 14,700 new households and 13,319 new jobs. The choices we make today about where and how to accommodate this growth will play a direct role in our future quality of life and resilience as a region. Three growth scenarios were developed to explore different assumptions about where forecast demand for residential and non-residential development might occur over the 20-year planning horizon, and to evaluate possible benefits and trade-offs associated with different assumptions. The information below and on the supporting boards provides an overview of each scenario from a regional (county wide) perspective, but also highlight key considerations specific to the City of Pueblo and Pueblo West.

Scenario A: Twin Cities/ Outward Expansion

Pueblo West continues to grow at a faster rate than the City of Pueblo and attracts more residential and non-residential development, leading it to become more of a "full-service community." Growth extends north along the east side of I-25, either as part of a future annexation into the City of Pueblo, or as part of new, standalone metropolitan district (similar to Pueblo West).

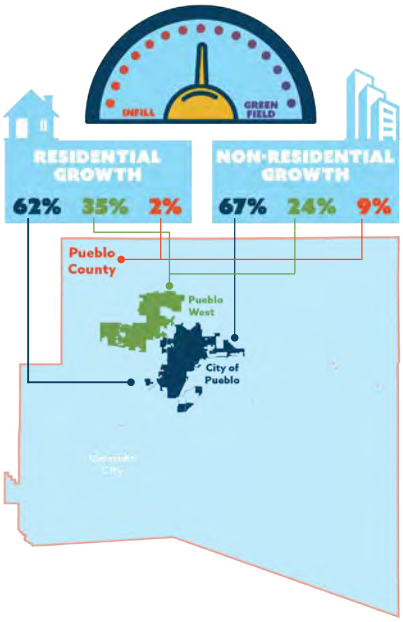


	LARGE LOT SINGLE-FAMILY	TRADITIONAL SINGLE-FAMILY	ATTACHED (2 TO 4 UNITS)	MULTI-FAMILY (5+ UNITS)
REST OF PUEBLO COUNTY	362	-	-	-
CITY OF PUEBLO	-	5,125	720	2,126
PUEBLO WEST	3,260	750	750	1,600

	RETAIL	SERVICE/ HOSPITALITY	OFFICE/ INSTITUTIONAL	INDUSTRIAL FLEX	HEAVY INDUSTRY
	52K	39K	-	168K	409K
	525K	395K	451K	251K	409K
	473K	356K	301K	419K	-

Scenario B: Central City Revitalization

The City of Pueblo captures an increasing share of residential and non-residential development, with a focus on the revitalization of Downtown Pueblo and core area neighborhoods and limiting future annexations. Market demand for a range of lifestyle options continues to drive growth in Pueblo West and other areas of the County but to a lesser degree than in Scenario A.

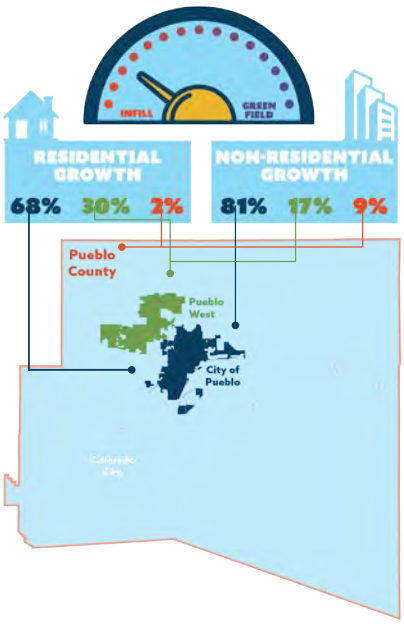


	LARGE LOT SINGLE-FAMILY	TRADITIONAL SINGLE-FAMILY	ATTACHED (2 TO 4 UNITS)	MULTI-FAMILY (5+ UNITS)
REST OF PUEBLO COUNTY	362	-	-	-
CITY OF PUEBLO	-	5,125	720	3,326
PUEBLO WEST	3,260	750	750	400

	RETAIL	SERVICE/ HOSPITALITY	OFFICE/ INSTITUTIONAL	INDUSTRIAL FLEX	HEAVY INDUSTRY
	52K	39K	-	84K	205K
	631K	475K	527K	503K	615K
	368K	277K	226K	251K	-

Scenario C: Regional Centers

"All-in" focus on directing the majority of residential and non-residential development to areas already served by infrastructure and services. Downtown Pueblo's role as a regional center is solidified through substantial growth and reinvestment, while a second full-service community/ regional center emerges near I-25 and Highway 50.



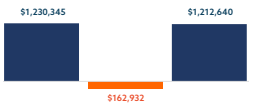
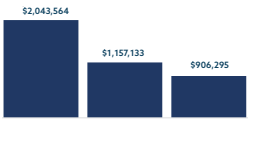
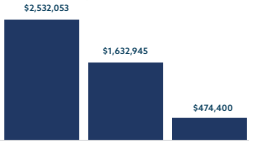
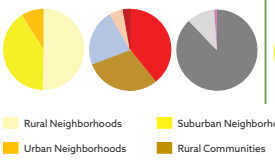
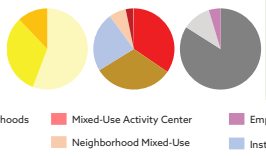
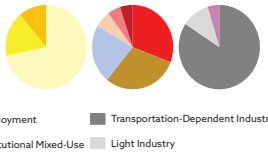
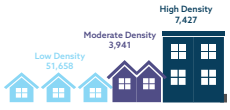
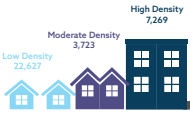
	LARGE LOT SINGLE-FAMILY	TRADITIONAL SINGLE-FAMILY	ATTACHED (2 TO 4 UNITS)	MULTI-FAMILY (5+ UNITS)
REST OF PUEBLO COUNTY	362	-	-	-
CITY OF PUEBLO	-	5,125	1,070	3,726
PUEBLO WEST	3,260	750	400	-

	RETAIL	SERVICE/ HOSPITALITY	OFFICE/ INSTITUTIONAL	INDUSTRIAL FLEX	HEAVY INDUSTRY
	52K	39K	-	84K	205K
	894K	673K	602K	587K	614K
	158K	119K	150K	168K	-

GROWTH SCENARIOS
COMPARING BENEFITS AND TRADE-OFFS

WHAT FACTORS ARE MOST IMPORTANT TO YOU?

Each growth scenario models a potential path forward for our region that will impact where we live and work, how we attract and accommodate growth, the cost of services, our impact on the environment, and how easily we can access services and amenities. Below are five metrics that illustrate the impacts and potential trade offs associated with each scenario.

	SCENARIO A: Twin Cities/Outward Expansion	SCENARIO B: Central City Revitalization	SCENARIO C: Regional Centers
FISCAL IMPACT **What it means:** The impact of new development on local government budgets **Why it is important:** The cost of providing services to development varies based on its location, the service provider, the land use, and the intensity of development. All of these factors impact local government revenues, the taxes and fees existing residents pay for services, and development feasibility.	 New investment in infrastructure and services focused on new greenfield development areas. Requires the greatest annual cost for maintaining new infrastructure and expanding services.	 Mix of investment in infrastructure and services between greenfield areas and infill areas. Requires average of annual costs for maintaining new infrastructure and expanding services.	 Greater focus of investment in infrastructure and services in infill areas. Most efficient scenario for maintaining new infrastructure and expanding services.
MIX OF USES **What it means:** The amount of land dedicated to different uses. **Why it is important:** Each scenario varies in how much area is expected to be utilized by each land use. This metric helps us see how different types of growth impact development patterns in different parts of Pueblo County.	 All communities see a greater mix of residential and non-residential uses, but Pueblo West captures higher share than today.	 A greater mix of residential and non-residential development occurs in all communities.	 Majority of non-residential development occurs in City of Pueblo, but all communities experience growth.
HOUSING DIVERSITY **What it means:** The types of housing that are built and available for rent and purchase. **Why it is important:** The types housing built in Pueblo County impact housing affordability, walkability/bikability, transit service, energy and water efficiency, the attractiveness of the community to new workers and employers, and variety of other factors.	 Demand for multi-family housing shifts to Pueblo West over the City of Pueblo.	 Demand for multi-family housing divided between City of Pueblo and Pueblo West.	 Demand for multi-family housing concentrated in City of Pueblo.
LOSS OF PRIME AGRICULTURAL LAND **What it means:** Land best suited for long-term production of food and other crops. In Pueblo County, prime agricultural lands are concentrated along the St. Charles Mesa and east to Avondale, Boone, and the county line. **Why it is important:** Removing prime agricultural land from productive use for development is permanent. The loss of this resource (and associated water rights) impacts the long-term viability of the agricultural industry and regional food system.	 Growth along the edge of established communities means greater loss in agricultural areas	 Emphasis on policies and incentives to encourage the preservation of prime agricultural land.	 Emphasis on wide range of strategies to encourage preservation of prime agricultural land.
INFILL VS. GREENFIELD DEVELOPMENT **What it means:** Infill development occurs on vacant or underutilized sites in previously developed areas. Greenfield development occurs on land that has never been developed. **Why it is important:** Extending and maintaining roads, water lines, and other services over a larger area (to serve greenfield development) is generally more costly than maintaining or expanding infrastructure and services in an established area.	 Allows for growth beyond areas already planned for urban development through annexation and/or creation of new metro districts.	 Encourages growth in areas already planned for urban development and encourages reinvestment in core areas of Pueblo.	 Focuses growth and reinvestment largely in established areas.

YOUR PLAN YOUR PUEBLO

GROWTH SCENARIOS
COMPARING BENEFITS AND TRADE-OFFS

WHAT FACTORS ARE MOST IMPORTANT TO YOU?

Each growth scenario models a potential path forward for our region that will impact where we live and work, how we attract and accommodate growth, the cost of services, our impact on the environment, and how easily we can access services and amenities. Below are five metrics that illustrate the impacts and potential trade offs associated with each scenario.

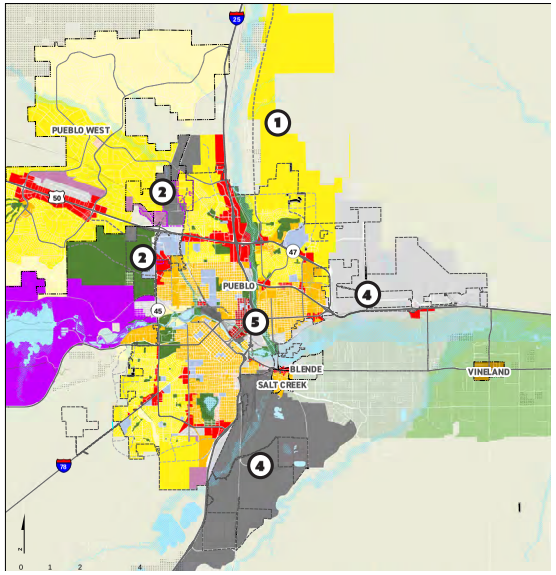
	SCENARIO A: Twin Cities/Outward Expansion	SCENARIO B: Central City Revitalization	SCENARIO C: Regional Centers
WATER CONSUMPTION **What it means:** Gallons per capita water demand. **Why it is important:** Different development types and forms of development use water differently. Aside from agriculture, single-family homes represent the largest source of water demand in Pueblo County. Using water wisely saves money (for ourselves and the community)and makes us more resilient to drought.	 Dispersed, low-intensity development is more water-intensive and requires the extension of new infrastructrue.	 Compact and higher-density development uses less water and is more efficient to serve using largely existing/planned infrastructure.	 Compact and higher-density development uses less water and is more efficient to serve using largely existing/planned infrastructure.
ENERGY CONSUMPTION **What it means:** The amount of energy (electricity and heating fuels like propane and natural gas) used per household. **Why it is important:** Different development types and forms of development vary in their energy consumption—smaller, more compact homes tend to use less than larger ones. Using energy wisely saves money (for ourselves and the community), makes us more resilient to service disruptions, and reduces greenhouse gas emissions.	 Dispersed, low-intensity development is more energy-intensive and requires the extension of new infrastructrue.	 Compact and higher-density development is more efficient to serve using largely existing/planned infrastructure.	 Compact and higher-density development is more efficient to serve using largely existing infrastructure.
ALIGNMENT WITH LONG-RANGE TRANSPORTATION PLAN **What it means:** How comfortable and convenient it is to walk, bike, or take transit to destinations **Why it is important:** Not everyone has access to (or can afford) a car to get to work, to school, or to basic services and amenities. How often people walk or take transit can depend on how connected a development is to infrastructure (sidewalks, paths, etc.), transit service, and services and amenities (stores, jobs, schools, childcare, etc.) that people can walk, bike, or take transit to.	 Development is concentrated in areas where transit, sidewalks, and bike lanes are limited and may not be planned, increasing reliance on driving.	 Development in established neighborhoods (where transit, sidewalks, and bike lanes already exist) allows more people to get around without driving.	 Highest concentration of density in core (where transit, sidewalks, and bike lanes already exist) supports planned improvements and allows more people to get around without driving.
ACCESS TO SERVICES AND AMENITIES **What it means:** How easy is it to access services and amenities—like schools, childcare, transit, stores that sell healthy and affordable food, libraries, and parks. **Why it is important:** In some cases, the communities that would benefit most from services and amenities are also the farthest away or have the fewest transportation options to access them. How the region grows can impact where services and amenities develop and how equitably access is distributed.	 Growth and development in Pueblo West improves access in those areas, but expansion of services and amenities in older parts of Pueblo is limited.	 Growth and development in established neighborhoods increases the number of people that live near services and amenities.	 Highest concentration of density in core increases the number of people that live near services and amenities.

YOUR PLAN YOUR PUEBLO

GROWTH SCENARIOS

CITY OF PUEBLO

Scenario A: Twin Cities/Outward Expansion



- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Agricultural Mixed-Use (AG-MU)
- Urban Neighborhoods (UN)

How will Pueblo grow?

Most new residential development is concentrated on the periphery of Pueblo as part of a significant expansion of the City limits to the north. Non-residential development (retail, commercial, offices, and industry) also occurs at community edges. Downtown Pueblo and core area neighborhoods see limited infill/redevelopment and reinvestment.

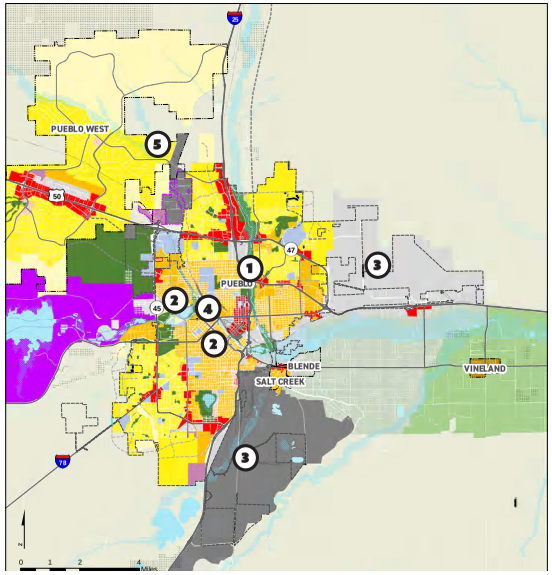
What would it take?

- Substantial investment in new infrastructure and services (roads, parks, fire station, etc.) needed to serve new greenfield development
- Flexible annexation policy
- Strong focus on balancing available City resources between newly developing areas and established areas

Where will we see the most change?

1. Potential for substantial expansion of new suburban neighborhoods to the north
2. Focus on buildout of a mix of residential and non-residential uses on the west side (north and south of Hwy 50)
3. Planned employment areas continue to see incremental growth
4. Greenfield areas at Pueblo's edges that are already planned for residential continue to develop
5. Some infill/redevelopment and reinvestment continues in Downtown and core area

Scenario B: Central City Revitalization



- Rural Communities (RC)
- Mixed-Use Activity Center (MUAC)
- Neighborhood Mixed-Use (NMU)
- Institutional Mixed-Use (IMU)

How will Pueblo grow?

Growth is directed primarily toward Downtown and core neighborhoods. Residential development features a greater mix of housing types and complementary neighborhood retail, commercial, and office development. Some residential and non-residential growth continues at the City's edges (within city limits).

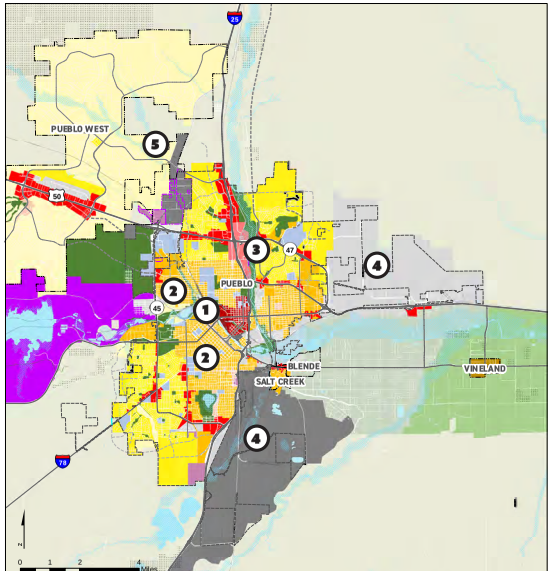
What would it take?

- Targeted investment in infrastructure and services to serve greenfield areas already planned for development
- Limits on future annexation
- Strong focus on reinvestment in Downtown and core areas
- Development standards to guide residential infill/redevelopment

Where will we see the most change?

1. Underutilized commercial areas at Hwy 50/I-25 transition to a mix of light industry and multifamily residential
2. Targeted infill/redevelopment expands housing options in core areas and on west side
3. Planned employment areas continue to see incremental growth
4. Emphasis on increasing higher density housing on underutilized sites adjacent to Downtown
5. New employment node emerges along rail line

Scenario C: Regional Centers



- Employment (EMP)
- Transportation-Dependent Industry (TDI)
- Light Industry (LI)
- Rural Ranch (RR)

How will Pueblo grow?

Growth and reinvestment is directed to Downtown and core areas, while a second full-service community/ regional center emerges at Hwy 50/I-25. The overall mix of housing and services in the City expands significantly. Some residential and non-residential growth continues at the City's edges (within city limits).

What would it take?

- Expanded focus on strategies to improve infrastructure and facilitate infill/redevelopment in Downtown and core area
- Coordinated effort to redevelop underutilized sites at Hwy 50/I-25 as a new mixed-use activity center
- Limits on future annexation
- Development standards to guide residential infill/redevelopment

Where will we see the most change?

1. Redevelopment of underutilized sites west of Downtown expand core area footprint and mix of uses
2. Targeted infill/redevelopment expands housing options and neighborhood services in core areas and on west side
3. Underutilized commercial areas transition to a mix of commercial/ retail, office, and higher-density residential
4. Planned employment areas continue to see incremental growth
5. New employment node emerges along rail line

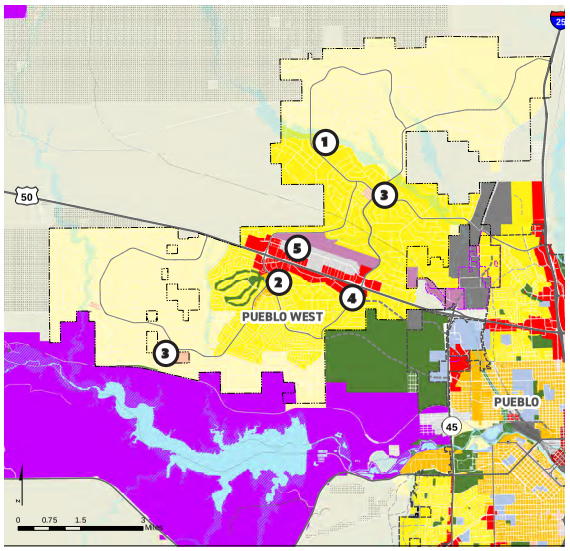
Generally, which of the scenarios most closely aligns with your vision for the future of Pueblo County? Place a dot to let us know!

YOUR PLAN YOUR PUEBLO

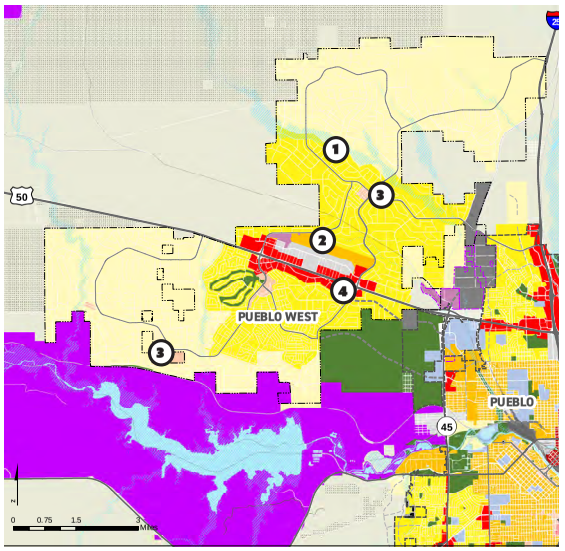
GROWTH SCENARIOS

PUEBLO WEST

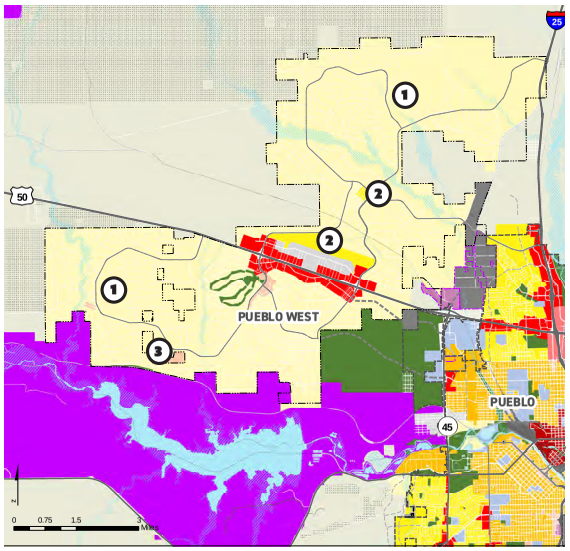
Scenario A: Twin Cities/Outward Expansion



Scenario B: Central City Revitalization



Scenario C: Regional Centers



- Rural Neighborhoods (RN)
- Agricultural Mixed-Use (AG-MU)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Institutional Mixed-Use (IMU)
- Employment (EMP)
- Light Industry (LI)
- Transportation-Dependent Industry (TDI)
- Rural Ranch (RR)

How will Pueblo West grow?

Pueblo West captures an increasing share of attached single-family and multi-family residential development, which leads to demand for retail and commercial uses along Highway 50 and at neighborhood centers. Funding for services and infrastructure allow Pueblo West to provide a higher level of service—like a town or city.

What would it take?

- Greater investment in infrastructure and services—at community centers and along Highway 50 corridor
- Possible expansion of transit service between City and Pueblo West
- Community support for higher density neighborhoods, more employment areas, and higher taxes to provide expanded services

Where will we see the most change?

1. New residential growth is mix of rural (like today) and suburban
2. Multi-family and attached single-family development occurs near community centers
3. Small neighborhood mixed-use centers establish within neighborhoods
4. Offices, retail, and service/hospitality development is focused along US 50 corridor
5. Light industrial/flex development develops alongside existing commercial and employment areas

How will Pueblo West grow?

Pueblo West captures the bulk of the large-lot single-family housing market, and a larger mix of housing types, but less mutli-family housing, retail, commercial, and office uses than the City of Pueblo.

What would it take?

- Greater investment in infrastructure and services—at community centers and along Highway 50 corridor
- Neighborhood commercial centers help cover costs of better services
- Community support for higher density neighborhoods and higher taxes to provide expanded services

Where will we see the most change?

1. New residential growth is mix of rural (like today) and suburban
2. Multi-family and attached single-family development near community centers
3. Small neighborhood mixed-use centers establish within neighborhoods
4. Offices, retail, and service/hospitality development is focused along US 50 corridor

How will Pueblo West grow?

Pueblo West continues to increase share of large-lot single-family housing, with some housing diversification, but with less medium-density housing and no multi-family housing. Pueblo West has modest growth of office space but less retail and service/hospitality development.

What would it take?

- Focusing growth in vacant areas within large-lot single-family neighborhoods (at a similar density)
- Road and trail networks expanded over time to serve new residential areas
- Continuation of existing level of service for roads, parks, and other services unless taxes raised

Where will we see the most change?

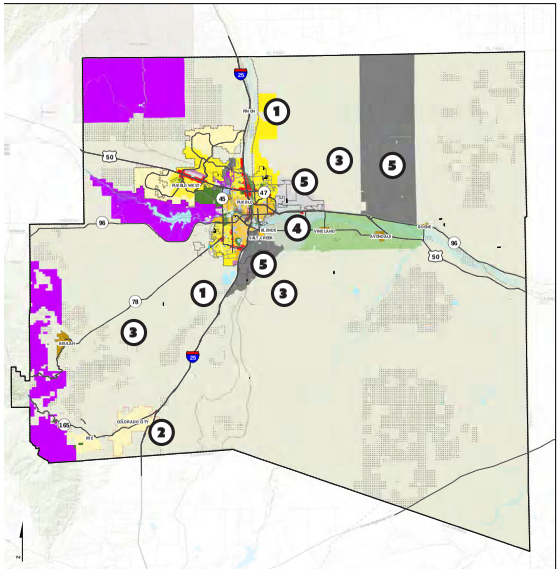
1. Residential growth generally follows existing large-lot single-family character
2. Limited attached single-family development near services along US 50
3. Small neighborhood mixed-use centers serve surrounding residents

Generally, which of the scenarios most closely aligns with your vision for the future of Pueblo County? Place a dot to let us know!

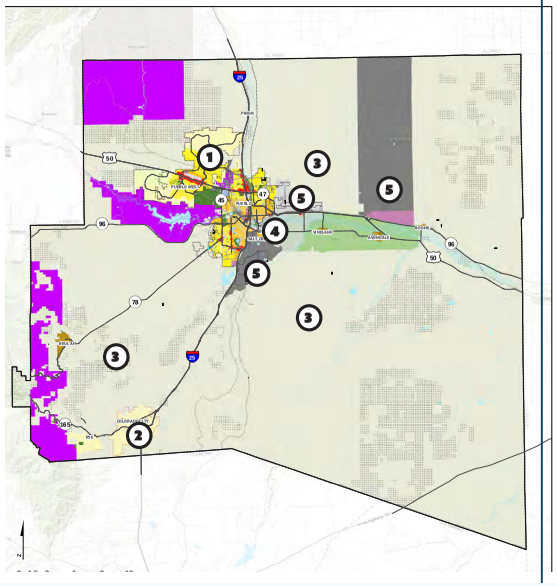
YOUR PLAN YOUR PUEBLO

GROWTH SCENARIOS
PUEBLO COUNTY

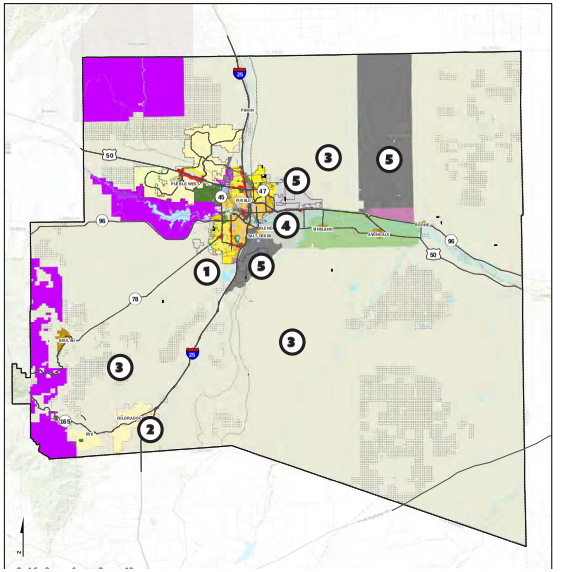
Scenario A: Twin Cities/Outward Expansion



Scenario B: Central City Revitalization



Scenario C: Regional Centers



- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Rural Communities (RC)
- Mixed-Use Activity Center (MUAC)
- Employment (EMP)
- Transportation-Dependent Industry (TDI)
- Agricultural Mixed-Use (AG-MU)
- Urban Neighborhoods (UN)
- Neighborhood Mixed-Use (NMU)
- Institutional Mixed-Use (IMU)
- Light Industry (LI)
- Rural Ranch (RR)

How will Pueblo County grow?

Some rural development activity continues (rural subdivisions,industrial, and limited commercial activity). City limits on annexation could result in more development and new metropolitan district (like Pueblo West) in the County. Lot splits, residential development, and incompatible development continue to diminish the viability of prime agricultural lands east of the City.

What would it take?

- Continuation of current zoning regulations
- Willingness on the part of the County and community to accept "urban" development outside City or established metro districts

Where will we see the most change?

1. Potential for a new metro district (similar to Pueblo West) in response to demand from Colorado Springs
2. Slow residential growth continues in Colorado City with some new commercial development along I-25
3. Land-based industrial development (e.g. hemp/cannabis and solar) grow with few compatibility limitations
3. Subdivisions, lot splits, and incompatible uses reduce the viability of prime agricultural and ranch lands
5. Planned employment areas continue to see incremental growth

How will Pueblo County grow?

Some rural development activity continues (rural subdivisions,industrial, and limited commercial activity). Fragmentation of prime agricultural land and ranch lands is mitigated by stronger policies and regulations. Slow growth continues in outlying communities.

What would it take?

- Stronger policies and regulations regarding clustering of rural subdivisions, land use compatibility, and conversion of prime agricultural land
- Firm stance on the part of the County and community to not accept "urban" development outside City or established metro districts

Where will we see the most change?

1. Some new rural subdivisions are platted based on water availability and minimum lot size
2. Slow residential growth continues in Colorado City with some new commercial development along I-25
3. New industrial uses (e.g. solar and hemp/MMJ) are guided by location and compatibility criteria to minimize impacts on adjacent uses
4. Incentives discourage residential lot splits on St. Charles Mesa to limit loss of prime agricultural land
5. Planned employment areas continue to see incremental growth

How will Pueblo County grow?

Some rural development activity continues (rural subdivisions,industrial, and limited commercial activity). Fragmentation of prime agricultural land and ranch lands is mitigated by stronger policies and regulations and an expanded focus on conservation strategies. Slow growth continues in outlying communities.

What would it take?

- Stronger policies and regulations regarding clustering of rural subdivisions, land use compatibility, and conversion of prime agricultural land
- Firm stance on the part of the County and community to not accept "urban" development outside City or established metro districts
- Dedication of County resources and leadership to pursue a variety of agricultural preservation strategies

Where will we see the most change?

1. Some new rural subdivisions are platted based on water availability and minimum lot size
2. Slow residential growth continues in Colorado City with some new commercial development along I-25
3. New industrial uses (e.g. solar and hemp/MMJ) are guided by location and compatibility criteria to minimize impacts on adjacent uses
4. Incentives discourage residential lot splits on St. Charles Mesa to limit loss of prime agricultural land; emphasis on agritourism opportunities
5. Planned employment areas continue to see incremental growth

Generally, which of the scenarios most closely aligns with your vision for the future of Pueblo County? Place a dot to let us know!

APPENDIX D



TOOLS AND BEST PRACTICES TO SUPPORT AGRICULTURE

INTRODUCTION

This appendix provides an overview of several types of programs that are used to protect and preserve agricultural lands from development—agricultural incentives, transfer of development rights, and purchase of development rights. These programs are described in detail with example programs provided wherever possible. Example programs are generally based within Colorado, but some non-Colorado examples may be included if they are particularly successful or relevant to Pueblo County. Additional information is provided with a link to an outside webpage.

AGRICULTURE INCENTIVE PROGRAMS

State Based Tax Credit Program

Colorado is one of a few states that has a tax credit program, which leads the nation in providing tax incentives for the donation of a conservation easement. The purpose of the easement is to limit or prohibit development on specified lands to protect and preserve conservation values in perpetuity. This includes conservation of natural habitat, scenic views, open space, and agricultural lands. The conservation easement is recorded in the public record and is enforced by the holder of the conservation easement—often a local nonprofit land trust. To be eligible for the Colorado state income tax credit, conservation easements must be donated in perpetuity.

In Colorado, a landowner that donates a conservation easement will receive a tax credit certificate from the Division of Conservation, which can then be claimed as a state income tax credit. The tax credit is not a tax deduction, but rather a dollar-for-dollar reduction of state income tax liability, which is transferable and can be sold at a later date. Beginning in 2015, tax credit certificates were issued for 75 percent of the first $100,000 of donated value and 50 percent of any remaining donated value. Tax credit certificates increased to 90 percent of the first $100,000 of donated value in 2021. The maximum is $5 million per donation. Credits in excess of $1.5 million are issued in increments of up to $1.5 million per year in future years.

The tax credit certificate application process ensures the conservation easement donations meet the requirements of a qualified conservation contribution under Section 170(h) of the Internal Revenue Code. They are supported by a qualified appraisal prepared by an appraiser.

Approval and denial of tax credit certificate applications is conferred with the Conservation Easement Oversight Commission and the Director of the Division of Conservation. Examinations of all applications must be completed in 120 days.

Additional information can be found at: https://conservation.colorado.gov/tax-credit-certificates

Agriculture Workforce Development Program

For young and aspiring farmers there is often a significant barrier to entry into the business of agriculture. One major challenge is access to training programs that provide real-world experience to young and novice farmers and ranchers. Internships are an effective way to begin a career path with aligned education, training, and hands-on learning. The Agricultural Workforce Development Program, established by SB18-042, is a new program that reimburses qualified agricultural businesses up to 50 percent of the cost of hiring a farm apprentice. The costs to hire an intern includes wages paid, reasonable allocation of fixed overhead expenses, and all incidental costs directly related to the internship. Through the application process the Colorado Department of Agriculture (CDA) determines how many internships may approved and whether a business can be reimbursed for more than one intern. The maximum number of interns any one business can be reimbursed for is three per fiscal year. Ultimately, this will help existing farmers and ranchers stay in production while also allowing young farmers and ranchers to gain better access to land, equipment, and mentorship in Colorado.

As of November 2020, the CDA has funded 35 internships at 18 different Colorado agricultural businesses. For the 2021 growing season, CDA expects to award approximately $48,000 to Colorado agricultural businesses through the program. Recent changes to the program include a relaxing of the requirement that interns be residents of Colorado and a realignment of the internship timeline to reflect the growing season.

Additional information can be found at:

- https://docs.google.com/forms/d/e/1FAIpQLSeR3i5nmZc-g2CgwEckmqqGWgXtxeBYtj8pgzC9TwoDSUyadw/viewform.
- https://ag.colorado.gov/markets/agricultural-workforce-development-program
- https://leg.colorado.gov/sites/default/files/documents/2018A/bills/2018a_042_enr.pdf

Beginning Farm Loan Program

The Colorado Agriculture Development Authority (CADA) offers a loan program called the Beginning Farm Program. The initiative involves three entities: the lender, the borrower, and the CADA, which issues a tax-exempt bond to the lender to make any interest paid by borrower tax-exempt. in the result is an interest rate to the borrower below commercial rates.

The program is initiated by a bank, savings and loan institution, insurance company, or other lending institution (sometimes include private individuals like the current landowner) that is qualified to offer loans through this program. With the help of the lender, the prospective farmer goes through the process of qualifying with the lender, completing a loan application, establishing a preliminary agreement, and submitting application fees to the CADA. After the application has been reviewed and approved by the CADA Board, a closing date is set. At closing, the CADA issues a tax-exempt bond to the lender with payment from the lender for the bond will passing through the CADA along to the borrower to fund the project. The borrower's payments on the loan are assigned by CADA to the lender, thereby becoming the payments on the bond. The only fees associated with this program are application fees, legal fees, closing fees, and an annual fee which equals 0.00125 percent of the unpaid principal of the bond.

Criteria to qualify for program:

- Borrower must be a Beginning Farmer which is defined as an individual who has never owned farmland which is equal to or greater than 30 percent of the median county farm acreage.
- Funds can only be used for the purchase of agricultural land and depreciable agricultural property.
- The maximum which can be borrowed is $543,800.
- Borrower must be approved by a lender.
- Loans are not guaranteed by the government or by CADA.
- The borrower and lender must mutually agree upon the terms of the loan (i.e., interest rate, length of loan).
- Interest rates can be either fixed or floating.
- Loan applications must be approved by CADA within 60 days of any payments made on the project.
- No portion of the loan may be used for a personal residence.

Additional information can be found at: https://cada-farmloan.com/beginning-farmer-loan-program/

Community Agriculture Alliance Micro Loan Program

The Community Agriculture Alliance (CAA) launched a micro loan program in 2019 to provide financial support for local agricultural businesses in Northwest Colorado. The program was initially funded by a $10,000 gift from a donor to begin the revolving loan fund.

A Committee of CAA Board Members accepts and reviews applications with a goal of providing short term, micro loans for local agriculture. Loan terms and amounts are based on specific project details. Basic information and eligibility specifics below:

- Must be existing agriculture business or operation, with a special interest in food production;
- Must be 18 years old, or have adult co-signer;
- Must adhere to CAA Anti-Discrimination Policy and be current CAA member;
- Loan excludes general operating, land purchase, or lease (applications should focus on specific need or project);
- Loans are small (under $10,000) and short term (3 months to 2 years) with an interest rate of 2.5%; and
- Repayment of loans goes back into the CAA Micro Loan revolving fund.

As an example, the CAA approved the following loans in February 2020:

- Innovative Ag Colorado – a 2-year loan to fund expansion of local food production, specifically mushroom and micro green production.
- Bee Grateful Farm – a 7-month, one growing season loan for fencing, irrigation, and season extension coverings with the goal of increased produce growing.
- M & M Custom Grazing – a 6-month loan to purchase cattle to stock a rotational grazing program on leased land.

Additional information can be found at: https://communityagalliance.org/programs/

Land Lease Programs

Boulder County

The Boulder County Parks and Open Space (BCPOS) department has many plans to conserve natural, cultural, and agricultural resources and provide public uses that reflect sound resource management and community values. One such program is the Land Lease Program, which allows for protected agriculture lands owned by the County to be leased to qualified farmers with the intention of keeping these productive lands active while preserving them from development.

Of Boulder County's 100,000 acres of open space, about 25,000 acres are protected agriculture lands that are leased to operators. These properties were acquired by the County through a combination of voter approved sales taxes, property taxes, state lottery contributions, and grant funding. Most of these agricultural lands are dedicated to growing various crops.

Through a set of matrix criteria, the BCPOS evaluates and selects the best steward for a property, preferably one with a focus on applying regenerative practices and improving soil health. The BCPOS then negotiates leases focused on the care and stewardship of County assets and respect for the public trust.

The types of leases available to farmers are:

- Cash Rent;
- Crop Share;
- AUD Grazing (can be separate or a part of a Cash or Crop Share lease); and
- Emergency or Prescriptive AUD Grazing.

Under an agricultural lease, the County acts as a landlord and the farmer or rancher as the tenant exclusive possession of the property for a specified time in return for a periodic payment. If the farmer or rancher operates legally, maintains proper insurance, and makes payments on time, the lease remains in place for the term and the tenant possesses the discretion to exercise any further options to renew the lease, as set forth in the lease. Leases are generally non-transferable without the County's approval, and tenant responsibilities and limits on possession or use are further specified in the lease terms.

The BCPOS is limited to leases for up to three years with revenue up to $50,000.00 per year. The Board of County Commissioners must approve leases for a term of more than three years or if revenue is estimated to be more than $50,000.00 per year.

To ensure transparency, copies of documents related to the agricultural leasing process, including lists of available properties and RFP, are posted on the Boulder County website. After a lease has been awarded, all documents for the entire process become public records and are available for public inspection.

While this program is competitive, it offers an easier way for young and beginner farmers to find affordable land to farm on without all the risks of full ownership so long as they meet certain criteria.

Additional information can be found at: https://www.bouldercounty.org/departments/parks-and-open-space/ Pitkin County Pitkin County's Open Space and Trail Department (OST) operates a land lease program on several properties acquired for open space with an active agricultural component that they wish to see remain as productive agriculture lands. The mission of the program is to find appropriate tenants or lessees to manage each OST property.

The OST ensures lessee management and activities are compatible with open space properties with more comprehensive record keeping of agricultural inputs and oversight of agricultural operations. At minimum, all lessees will be required to keep records on irrigation, fertilizer, seeding, and yield. An annual operating plan is developed for each lease to assist OST staff in assessing proper property management and to ensure compliance with any existing management plans and conservation easements associated with the leased ground. OST staff will also make regular site visits to leased properties to facilitate communication. Any structures associated with an agricultural lease are managed in accordance with the management plan for that OST property. Leases are often in the form of either subleasing/assignment or growers' associations/cooperative agriculture leases.

The OST leases approximately 352 acres each year with individual leases ranging from 10 to 100 acres. In response to this increase in available land and an increased interest in leasing from Pitkin County, OST has drafted an updated Open Space Lease Policy to recognize the needs of beginning farmers and ranchers, and to protect the ability of all producers to thrive and provide local food for the community

Additional information can be found at: https://pitkincounty.com/DocumentCenter/View/8713/Agricultural-Lease-Bid-Process?bidId

Agritourism

Much of Colorado was founded on agriculture and the agricultural economy is still vital to many local economies. Agritourism is a way for farmers and ranchers to make additional income and diversify operations through activities, events, and services related to agriculture, which may take place on or off the farm or ranch. This is a valuable opportunity to connect everyday Coloradans and tourists with the heritage, natural resources, or culinary experiences they value. There are three general classifications of agritourism activities: on-farm/ranch, food-based, and heritage activities. Some of the operations for agritourism include bed & breakfasts, farmers markets, and agriculture festivals. In 2017, the last USDA Ag Census indicated that 1,056 Colorado farms offered agritourism and recreational services, totaling approximately $64 million in additional farm income.

The Colorado Department of Agriculture (CDA) compiles a list of events, activities, and participants for each region, for every fiscal year, to increase awareness for the programs for agricultural operators and potential visitors.

In response to the upswing in agritourism the Colorado Tourism Office (CTO) has helped smaller operators add offerings such as dinners, tours, you-pick produce, and overnight farm stays. As part of this initiative, the CTO launched the Cultural, Heritage/Agriculture Mentor Program in 2014. Agricultural operators that aspire to expand business operations are paired with experts, who receive compensation from the CTO and provide guidance on topics like hospitality, public relations, and grant-writing.

These programs build on the growing desire from many people to buy from and support local industries, especially within the farmers market and CSA sectors. Mesa County offers an example of a successful program that could be adapted to Pueblo County. In 2011, the Palisade Wine and Fruit Byway was established to encourage agritourism. The Byway includes signage and kiosks directing bicyclists and motorists touring the orchards and wineries of Orchard Mesa along a 25-mile loop route starting at 32 and C Roads.

Additional information can be found at:

- https://ag.colorado.gov/markets/marketing/promotions/agritourism.
- https://www.codepublishing.com/CO/GrandJunction/html3/GrandJunction39/GrandJunction3916.html

TRANSFER OF DEVELOPMENT RIGHTS PROGRAMS

About

Transfer of Development Rights (TDR) programs shift development rights from areas unsuitable for development (e.g., natural hazard areas) or areas where lower density or land conservation are desired (e.g., sensitive lands such as wetlands or agricultural lands) to areas where more growth or higher densities are desired. These are often referred to as sending areas and receiving areas, respectively. TDR programs facilitate the sale of development rights in sending areas to developers in receiving areas who usually receive some additional development potential with the purchased development rights. A conservation easement may be placed on the property from which the development rights are transferred. TDR transactions are usually between private landowners and developers, although some communities maintain a "TDR bank" that buys development rights with public funds and "banks" the TDRs until there is a willing buyer in a receiving area.

Purpose

TDR programs are used to achieve dual community goals of preserving lower density rural areas and encouraging higher density growth near existing communities with readily available or planned public services and infrastructure. TDR programs are favored in many communities for creating a market-based system that leverages private sector resources to fund land preservation programs. These programs also ensure that landowners in sending areas that may lose development potential realize the fair market value of their land.

Key Elements

TDR programs are often developed in conjunction with comprehensive plans that seek to minimize urbanization in surrounding rural areas and the proliferation of dispersed development in rural areas. Often these goals are tied to preserving contiguous natural areas (i.e., habitat corridors) or minimizing conflicts between agricultural activities and developed areas (particularly residential development) and pressures to convert agricultural land to non-agricultural uses. TDR programs work best where there is a demand for development that can only be achieved through the increase in density allowed by purchasing development rights. Key elements found in TDR programs are:

- Identification and mapping of sending areas based on core community values about resource conservation as articulated in comprehensive plans or open space plans. Resource areas often include agricultural lands, wetlands, woodlands, habitat areas, historic resources, viewsheds, shores or coastlines, etc.
- Strict sending-area development regulations that limit density based on acceptable community thresholds.
- Identification and mapping of receiving areas based on comprehensive plan goals regarding growth and density. Receiving areas need to be where there is a market for higher density and where higher density is compatible with existing development.
- Density and/or TDR incentives that are attractive for landowners in sending and receiving areas and that are tailored to local market conditions.
- Specific formulas for determining the amount of development rights available from a property in a sending area and for allocating those rights to a development in the receiving area. That is, how many TDRs a property has available to sell and how much each TDR will increase the allowed density for the development in the receiving area. The marketplace determines the value of TDRs at any point in time.
- An approval process for authorizing the transfer of development rights.
- Some programs establish a TDR bank to purchase, hold, and resell TDRs.
- Some programs include incentives for developers to purchase TDRs. These are usually in the form of exemptions from other development conditions normally required for approval.
- Outreach to inform landowners and developers about program features and to educate the

public about the community benefits of the program.

Funding

Public funds are generally not used to finance TDR programs. Instead, the programs are intended to stimulate private sector participation by creating a market for development rights. In some cases, however, TDR banks are established, and public funds are used to purchase TDRs from willing sellers to be sold to buyers in receiving areas when there is a market for the TDRs.

Example Programs

Boulder County, Colorado

BACKGROUND

Boulder County established a TDR program in August 2008 to protect lands with productive agricultural value or environmentally sensitive areas such as wetlands, rare plantings, or wildlife habitat. The program also responds to the dramatic increase in median dwelling unit size in the last decade and the need to preserve the diversity of the housing stock in the county.

The TDR program is used alongside other land development tools such as the nonurban planned unit developments program, which started in 1978, and the majority of the county being limited to 35-acre minimum lot sizes. In conjunction with the TDR program, the County also requires a site plan review standard of compatibility—requiring that the size of dwelling units remain compatible with the surrounding neighborhood (area within 1,500 feet of the site, platted subdivisions of more than seven developed lots, or mapped townsites).

The TRD program mandates that all property owners in unincorporated areas purchase transferable development credits (TDC) if they want to build a home of more than 6,000 square feet. If a property owner has a vacant parcel or home smaller than 2,000 square feet in an unincorporated area, they may sell their TDC to a developer or homeowner seeking to build a larger home. This requires that the impacts of larger homes be offset through the preservation of either vacant land or smaller homes. There is no maximum house size limitation included in this program.

Sending sites for the TDR program, which must be in unincorporated Boulder County, are eligible to receive two units per 35 acres with an extra unit allowed per 35 acres if an undivided interest in water rights stays in use on the land and is deeded to the county.

Potential receiving areas are not mapped by the County to avoid artificially raising or lowering property values through speculation. Rather, the County requires that any interested property owner show how their property meets the criteria for approval as a receiving area. Neighboring landowners are notified, and public hearings are held once a receiving area is proposed. The County has intergovernmental agreements with several of the communities within the county to act as sending and receiving areas, including the Boulder, Erie, Lafayette, Longmont, Louisville, and Superior. Unless there is an intergovernmental agreement that requires a higher percentage, 75 percent of the units transferred to the receiving site are required to come from a defined sub-area surrounding the site.

The sale, purchase, and exchange of TDCs are completed through a 3rd party clearing house that helps facilitate communication between buyers and sellers. Although the County has yet to purchase any TDCs, they may depend on market conditions.

Once the owner agrees to restrict uses of the property in exchange for a TDC, their land is deeded with a conservation easement in perpetuity. Owners of TDCs can sell to developers for use wherever the County and a local municipality have agreed to allow greater density, or TDCs that owners can sell for use on properties where owners have received land use approval to exceed single-family residential size limits. These properties remain privately owned and are therefore not open to the public.

RESULTS

Conservation easements on privately-owned land from the TDR program have preserved over 39,000 acres of land. The strength in the housing market in Boulder County provides a good incentive for people who want to develop on sensitive lands. The third-party marketplace is a transparent way for

both buyers and sellers to see how much TDRs and TDCs are worth and helps match potential buyers and sellers. The program also allows more flexibility because there are no exact defined sending and receiving areas.

Additional information can be found at:

- https://www.dailycamera.com/2010/11/23/boulder-county-slightly-softens-house-size-rules/
- https://www.bouldercounty.org/property-and-land/land-use/planning/transferable-development-rights-tdr/

Larimer County, Colorado

BACKGROUND

In September 1998, the City of Fort Collins and Larimer County approved a TDR program to coordinate development patterns towards a specific area in the southern area of the Fort Collins Growth Management Area and to implement the Fossil Creek Reservoir Area Plan. The purpose of the plan is to maintain significant natural areas, wildlife, scenic views, and farmland between Fort Collins and Loveland, and surrounding Fossil Creek Reservoir while directing new development to a receiving area called the Fossil Creek Reservoir Area through the trade of transferrable density units (TDU).

The sending area includes about 500 acres immediately surrounding the reservoir, effectively creating a ¼ mile natural resource buffer around the edges of the naturally sensitive reservoir area. New development was directed to an area north of the Fossil Creek Reservoir called the Fossil Creek TDU zone. To develop a parcel in the Fossil Creek TDU zone, at a residential density greater than that allowed by the underlying zoning classification, the owner must transfer TDUs from the sending area(s). Any owner of a receiving parcel who is required to obtain TDUs but could not secure any may voluntarily elect to pay a fee-in-lieu of transferring TDUs if specific conditions are met.

The baseline density for sending areas in the program is 114.5 percent of the density allowed by the current district. The baseline can increase for sites that include significant natural resources, community buffers, wildlife corridors, agriculture, park sites, historic landmarks, or important scenic views. TDUs may also be reduced for sending areas of 40 acres or less or when the site contains low development potential. The landowner can sell all or some of the TDUs. The TDU places an easement on the landowner's title that restricts all future development of the sending parcel. On the receiving sites one and half units can be built for each TDU purchased.

In 2019, the TDU program in Larimer County was discontinued because the objectives of the program were accomplished with the development build-out of the TDU Receiving Area and annexation. A total of 1,760 units were transferred into the Receiving Area and a total of 503 acres were protected in the sending areas. There was only one remaining property in the Receiving Area when the program ended.

RESULTS

The TDR program preserved a defined area set forth by the County and directed growth and densities to more desirable areas through a mandated program. The only potential shortcoming of the program was the limited scope of the program, which only applied to a limited geographic area between Fort Collins and Loveland.

Additional information can be found at:

- Larimer_County-_Co_TDR_Enabling_Ordinance_0.pdf (pcdn.co)
- https://s30428.pcdn.co/wp-content/uploads/sites/2/2019/09/Larimer_County-_Co_TDR_Enabling_Ordinance_0.pdf
- https://www.fcgov.com/planning/pdf/fossil-creek-doc.pdf

Mesa County, Colorado

BACKGROUND

In 1998, Mesa County and the cities of Fruita and Grand Junction entered into a Cooperative Planning Agreement for a Transfer of Development Rights/Credits Program (TDR/C) program. The program provides an agriculture buffer between the towns and preserve the natural landscapes, vegetation,

views, and wildlife while also preventing the subdividing of parcels. The program established a framework to match landowners that are eligible to sell development rights with land developers that desire to purchase development credits. Within the county, there are TDR/C sub-programs where unique sending and receiving are defined for each specific area and are designated by a map.

The program is entirely voluntary with property owners able to sell their development rights/credits to a buyer at a value established by the seller and the buyer, usually a fair market rate. After agreeing to the transfer of the development right, the sending area is then issued a Transferable Development Right/Credit Certificate by Mesa County. The Certificate is based on a Declaration of Restriction of Development and Easement signed by the owner of record from which Transferable Development Rights/Credits are being transferred, which must be presented to Mesa County. The buyer then uses these credits to develop at a density greater than that allowed by either the underlying Rural Residential zoning district or the Community Residential zoning district. These areas must be developed as a Planned Unit Development (PUD) in Fruita. A landowner with one TDR /C from unincorporated Mesa County is allowed seven additional dwelling units in the Fruita Receiving Area or eight if located within the buffer area.

Sending areas are typically land that is determined to remain undeveloped, such as prime agricultural land, an open space buffer between growing communities or an area with significant natural features. They are generally within three miles of Fruita's proposed 201 Sewer Service Area as identified in the 2002 Fruita Community Plan, or in the Fruita/Grand Junction/Mesa County Cooperative Planning Area (Buffer Zone) established by an Intergovernmental Agreement between Mesa County and the cities of Fruita and Grand Junction, or the Mesa County Agricultural/Forestry/Transition (AFT) zoning district, any Mesa County Urban Residential zoning district, or certain Industrial/Commercial areas (excluding those areas located in the "floodway" as determined by FEMA Flood Insurance Rate Maps). Sending areas must be at least ten aces in size and at least five acres must be preserved when selling off TDR/Cs. Owners of land in sending areas must deed restrict agricultural land, forests, and environmentally sensitive areas for at least 40 years.

Receiving Areas are generally located in the Rural Residential zoning district within the incorporated boundaries of Fruita. Certain vacant properties within the Community Residential and South Fruita Residential zoning districts are also eligible as receiving sites. The TDR/C Receiving Areas Map more specifically identifies the locations of eligible receiving sites.

In 2005 the program was modified with the following changes:

- Expanded the size of the sending area from 1 mile outside the 201 area to 2 miles and increased the bonus unit allowance from 1:2.5 to 1:7 or 1:8 if within the buffer;
- Reduced the minimum sending area from 20 acres to ten acres in the AFT and AF35 districts;
- Added commercial and industrial zoned land into sending area;
- Decreased the minimum eligible sending area from 20 acres to five acres in the urban residential zones: RSF-E, RSF-2, RSF-4, etc. in the Redlands area; and
- Changed the receiving area in Fruita along a ½ mile strip to increase bonuses from two units per acre to four units per acre.

RESULTS

In 2007, Keith Fife, Mesa County's Long Range Planning Division Director, reported that the amended TDR program had issued 10 credits, preserving 50 acres in the Fruita sending area. While there is limited information since 2007 on how much land has been preserved from this program, the defined sending and receiving areas give buyers and sellers a good sense of what they need to do to buy or sell TDR/Cs. Unfortunately, the program is voluntary which may also be why there has not been numbers on acres preserved that the county can boast about yet. Another shortfall is the deed restriction on the property is not in done perpetuity, rather

is set at least 40 years, leaving ambiguity of the land past that time.

Additional information can be found at:

- https://www.mesacounty.us/mcweb/longrangeplan/TDR/Oct282005workshoppresentation.pdf
- https://www.mesacounty.us/mcweb/longrangeplan/Master%20Plan/Whitewater%20Plan/Transferable%20Development%20Rights.pdf
- https://www.mesacounty.us/globalassets/planning/land-conservation/transferable-development-rights---credits-tdr-c/specific-tdrc-programs/fruita.pdf

Pitkin County, Colorado

BACKGROUND

Established in 1994 the Pitkin County TDR program was originally adopted to encourage the relocation of development from rural, mountainous areas to sites proximate to existing services and infrastructure. The program was updated to include protection of environmentally sensitive areas and discourage development in natural hazard areas. Development rights are not acquired with public funds but are limited to private transactions.

CRITERIA

The County defines sending sites in their code as those areas meeting the following criteria:

- Legally created lot within specified zone districts.
- Lands within the Conservation Development PUD zone district.
- Lands subject to an Open Space Preservation Master Plan.
- A constrained site or visually constrained site not within certain specified zone districts.
- Properties on the Pitkin County Historic Register.

Receiving sites must be located within the Aspen Urban Growth Boundary with development rights only permitted to be used for a single-family residence. TDRs may be used to gain an exemption from the Growth Management Quota System, but the number of TDRs needed for an exemption varies based on the floor area of the residence proposed.

The number of TDRs available for sending sites is spelled out in the code, with differences based on size of parcel and zone district in which the sending site is located.

Review Process

An Irrevocable Certificate of Development Rights is issued by the Community Development Department following payment of a fee and application with supporting documentation, including ownership and legal creation of the lot. Staff reviews the application for compliance with the TDR sending site requirements before the Irrevocable Certificate is issued (concurrently with the execution of a restrictive covenant on the lot acknowledging that the development right has been severed from the lot and that future development is prohibited). The Irrevocable Certificate is valid until it is purchased and used on a receiver site. The development right is then retired, and the Certificate extinguished. The covenant remains in place in perpetuity.

To use a purchased Irrevocable Certificate on a receiver site, the owner of the Certificate surrenders the original signed certificate upon application for a building permit to use the floor area associated with the TDR. A copy of the deed(s) evidencing conveyance of the Certificate to the current owner must be provided. A Certificate does not guarantee approval of a receiver site for development.

RESULTS

According to an annual update on the TDR program prepared by the Pitkin County Community Development Department in December 2014, there have been 360 Certificates issued, and 34 TDR approvals were pending as of that date. A total of 194 transferred rights had been used on receiver sites. Approximately 8,332 acres of land have covenants recorded restricting development because of the program.

King County, Washington

BACKGROUND

King County, Washington—although not located in Colorado and in a very different context from Pueblo County—is included as an example because it is one of the most successful TDR programs in the country. The King County TDR program was first instituted in 1988 which allowed sending sites in the R-1 District to transfer one development credit per acre to receiving sites in two other rural zoning districts. This program resulted in only one transfer between 1988 and 1995.

In 1996, funds from King County and the State of Washington funded a Transfer of Development Rights Receiving Area Plan. This effort included a market analysis and public input that allowed the TDR program to be targeted to meet local priorities. Findings of this process included the need for a regional approach, a TDR bank, and a market incentive of 2:1 (e.g., two urban units per one rural unit transferred) to encourage transfers.

In 1999 King County Commissioners authorized a pilot project consisting of $1.5 million for a TDR bank to purchase development rights and a program of projects and incentives to entice urban communities to accept rural density credits. In 2001 the TDR bank gained permanent status and two intergovernmental agreements were signed with two communities in King County. The TDR bank now acts as a revolving fund with revenues received from the sale of development rights.

FUNDING

Program administration is funded by the County from general revenues. The TDR bank is self-funded through the sale of development rights it has purchased. Additional funds may be received for specific acquisitions through the Conservation Futures Tax, a statewide tax used to help counties fund the protection and preservation of resource lands.

CRITERIA

The TDR program identifies specific criteria for a property to qualify as a sending site as follows:

- The property must be in the county and be in one of six specific rural zone districts.
- The property must provide at least one of the following public benefits:
    - Agricultural potential
    - Forestry potential
    - Critical wildlife habitat
    - Open space
    - Regional trail connectors or urban separators

Receiving areas are determined individually through local intergovernmental agreements with participating cities in King County. Participating cities include Seattle, Normandy Park, Bellevue, Sammamish, and Issaquah. The county also identified other receiving areas within the county. Criteria for county receiving areas include:

- Unincorporated urban areas with specific zone district designations
- Rural areas within the RA-2.5 district may receive development rights from specific sending areas if the following conditions are met:
    - Domestic public water service is available.
    - The site is within ¼ mile of lots smaller than 5 acres.
    - The project will not adversely impact regionally or locally significant resources or environmentally sensitive areas.
    - The project will not require public services and facilities to be extended
- Allowed increases in density using TDRs are pre-determined by zone district in which the receiving site is located.

REVIEW PROCESS

Sending sites must enroll in the TDR program by completing an application, paying a review fee, and submitting the required documents to the King County Department of Natural Resources and

Parks. Staff reviews the application for compliance with the TDR program requirements and "qualifies" the property to transfer development rights. King County "certifies" the number of TDRs available to be sold at which time they are available to transfer, and a conservation easement is placed on the sending site. Conservation easements are tailored to meet the needs of the property owner, and development rights may be reserved for future use. The conservation easement and TDR certificate are recorded at the Recorder's Office. Sites within identified agricultural areas may require a Farm Plan which is prepared in conjunction with the King Conservation District.

TDRs are used in receiving areas to increase the number of dwelling units or commercial building square footage based on local code requirements.

RESULTS

According to the King County website between the years 2000 and 2014 there have been 71 private market TDR transactions involving 518 TDRs (bought and sold). This has resulted in the protection of 141,392 acres of rural and resource lands since the year 2000 and the reallocation of 2,467 potential dwelling units out of the county's rural areas.

Additional information can be found at: https://kingcounty.gov/services/environment/stewardship/sustainable-building/transfer-development-rights.aspx

PURCHASE OF DEVELOPMENT RIGHTS PROGRAMS

About

Purchase of Development Rights (PDR) programs are designed to facilitate the purchase of development rights and place a conservation easement (or other legal easement) on a property that restricts development on the property. The landowner retains ownership and can use the land for purposes specified in the easement (e.g., agriculture). Sometimes other public uses may be negotiated to be allowed on the property, but this is not required. Sometimes public access is specifically prohibited. The landowner retains the right to sell or transfer the land.

Purpose

PDR programs can be flexible since they can adapt the terms of the easement to the needs of the landowner and the easement holder. Easements are usually held by a non-profit entity, such as a land trust or conservation organization, but can also be held and managed by a local governmental entity.

Key Elements

PDR programs are tailored to the needs and values of individual communities. This is particularly important to garner support for funding measures to support acquisition of development rights and placing conservation easements. PDR programs often have combined goals of preserving natural areas, agricultural lands, and open space. Key elements of PDR programs are:

- Programs are developed to implement comprehensive plans and/or open lands or open space plans which have significant public involvement.
- Programs are administered by a citizen board or commission appointed by elected officials.
- Criteria for evaluating lands for the program are established prior to acquiring development rights and placing easements. Criteria are based on local values and the purposes identified in funding measures.

- Some programs have specific application cycles for funding.
- Some programs ask the landowner to partner with a land trust to apply for funding.
- All programs emphasize that they are there to provide an option for willing landowners to maintain their interest in the land.
- Many programs work with a variety of organizations to fund acquisitions to leverage their funds to the fullest.
- Mechanisms to enforce the terms of the conservation easement should be in place.
- The success of the program needs to be publicized, but in a way that respects private landowner's needs and desires.

Funding

Public funds are often used to purchase development rights in a PDR program. Funding can also be found through both local and national nonprofit conservation organizations that work to preserve natural resources and farmlands.

Local Funding

Local funding initiatives to support open space and agricultural lands preservation include bonds, property taxes, real estate transfer taxes, sales taxes, and appropriations from the local government's general budget. Examples are:

- Arapahoe County, Colorado: 0.25 percent sales tax extension through 2023 (2011)
- Douglas County, Colorado: $43,000,000 million revenue bond backed by a sales/use tax (2001)
- Mesa County, Colorado: Funded by grants from Great Outdoors Colorado (GOCO)
- Blaine County, Idaho: $3.5 million two-year property tax levy (2008)
- Davis, California: Farmland preservation mitigation fee paid by developers
- Lewis and Clark County, Montana: $10 million general obligation bond (2008)
- San Juan County, Washington: 1.0 percent real estate excise tax – 12-year extension (2011)

These programs usually have specific criteria to assess the eligibility of lands for protection and are coordinated with local comprehensive plans and agricultural preservation programs.

Federal Funding

Federal funding is also available for easement purchase. The federal government's Agricultural Act of 2014 established the Agricultural Conservation Easement Program (ACEP), which replaces the Farm and Ranch Lands Protection Program (FRPP) and the Grassland Reserve Program (GRP) with a new Agricultural Land Easements (ALE) program targeted to farm and ranch land. Funds are administered by the Natural Resources Conservation Service of the U.S. Department of Agriculture. Funds are available to eligible partners to purchase easements to protect the agricultural use and conservation values, including grazing uses. Eligible partners include tribal governments, state and local governments, and nonprofit organizations with farmland or grassland protection programs. Up to 50 percent of the fair market value of the agricultural land easement can be funded through this program. If there is a determination that grasslands of special environmental significance will be protected, up to 75 percent can be funded.

Nonprofit Funding

Conservation organizations and land trusts often do private fund raising to support easement and land acquisition programs. Lands protected in these programs must meet the organization's goals. Often these organizations will hold and manage conservation and agricultural easements. National organizations might include The Trust for Public Land, The Conservation Fund, and The Nature Conservancy.

Example Programs

Mesa County, Colorado

BACKGROUND

To help support voluntary land conservation techniques in the county Mesa County and the municipalities of Palisade, Fruita, and Grand Junction developed an intergovernmental agreement to create a Purchase of Development Rights (PDR) Review Committee allowing them to purchase Transfer of Development Rights/Credits (TDR/C)

within the county. After the formation of the committee, the participating entities, along with the Colorado West Land Trust, applied to the Great Outdoors Colorado (GOCO) for a grant to purchase development rights solely within the cooperative planning areas of the Grand Valley, established in 1998 with the TDR/C program.

The County entered a contract with the Colorado West Land Trust to provide services to negotiate with landowners for the purchase of their TDRs with the PDR Review Committee determining which properties are most appropriate to purchase TDRs from. The role of the committee is to determine which sites are more appropriate and review proposed projects considering the established criteria.

The Committee uses the following set of guiding principles when pursuing the purchase of development rights:

- Purchase from willing seller only;
- Pay only fair market value;
- Require a landowner to donate a minimum of 25 percent of the appraised value;
- Utilize priority criteria to evaluate potential properties;
- Balance the selection of projects over time and among community separators; and
- Landowner must agree to promote benefits of the program.

RESULTS

Since the inception of the Committee, the Colorado West Land Trust has completed 43 conservation easements protecting 1,401 acres within two buffer areas. Over the last five years, the Colorado West Land Trust has pursued and won $7.81 million in grant funding for every dollar invested by the County and the three municipal partners.

Additional information can be found at:

- https://www.mesacounty.us/globalassets/finance/budgets/2016/budget-requests/mesa-land-trust.pdf
- https://www.mesacounty.us/globalassets/planning/codes-plans-policies--standards/cooperative-planning-areas/agreements/purchase-of-development-rights-committee-agreement---mca-2000-39.pdf

Routt County, Colorado

BACKGROUND

The Routt County PDR program was established in 1996 after the completion of the Routt County Open Lands Plan that addressed agricultural and ranching traditions as well as open space values. The program goals encourage the continuation of agriculture as a vital sector of the economy and to advocate for the protection of natural, open, and productive lands that contribute to Routt County's special landscape.

In 1996, voters approved a 1 mill increase in property tax to fund the PDR program and extended the program for 20 more years in 2005 (along with a 0.5 mill increase on property taxes).

Applications for the PDR program go through a two-tier review and scoring system. The first tier evaluates the following areas:

- Leverage of other resources;
- Quality of the land resource and economic viability/potential to stay in agriculture;
- Relationship to other community values such as natural areas, wildlife habitat or historic resources; and
- Circumstances affecting continued agricultural operation or maintenance of natural values and function.

The second tier applies only if the application is approved for funding after review in tier one. The second tier focuses on due diligence required for a real estate transaction and evaluates the legal and financial arrangements of the proposed easement acquisition.

To be considered for the program a landowner must apply to the program in conjunction with a qualified land conservation organization. The PDR Citizens' Advisory Board, appointed by the Routt County Commissioners, reviews all applications and makes recommendations to the Board.

RESULTS

Since initiation of the PDR Program in 1997, the County has helped fund the purchase of conservation easements on 50,105 acres, at a cost of $26.8 million dollars, including transaction costs. Six PDR projects covering an additional 7,209 acres, at a PDR funds cost of $2,634,000. have also been approved for funding and are pending completion. Once these projects are completed, the program will have preserved a total of 57,311 acres at a cost of about $29.4 million dollars. Completed PDR projects range in size from the 3,507-acre Dry Fork Ranch, north of Hayden, to the 13-acre Fournier property.

Additional information is available at: https://www.co.routt.co.us/110/Purchase-of-Development-Rights-Board

Gallatin County, Montana

BACKGROUND

The Open Lands Program was established in 1997 to address loss of agricultural land in Gallatin County, and to manage growth, preserve ranches and farms, protect wildlife habitat and water quality, and provide parks and recreation areas.

Two bond measures authorizing $10,000,000 each were approved in 2000 and 2004 to fund the purchase of land and conservation easements.

The PDR program has a specific quantitative scoring system based on the following criteria:

- Parcel size
- Surrounding land use
- Agricultural value
- Natural resource value, and
- Length of time land owned by the family

Acquisition of easements are reviewed and recommended by a County Commissioner appointed Open Lands Board. By resolution, the Open Lands Board must have a majority of ranchers and farmers. The County Commissioners must hold a public hearing to review projects recommended for funding from the bond funds.

RESULTS

According to Gallatin County, there are currently 17 properties with easements purchased through this program.

APPENDIX E



COMMUNITY ENGAGEMENT SUMMARY

A variety of stakeholder and community input opportunities were provided during each phase of the planning process to encourage broad participation and representation from different geographies and stakeholder groups within Pueblo County. Due to limitations on in-person gatherings as a result of the COVID-19 pandemic, virtual and online engagement tools were necessary for much of the process. The results of these opportunities for input are summarized below.

ONLINE QUESTIONNAIRE #1: VISION AND VALUES

Online Questionaire #1 explored existing conditions in Pueblo County in the following areas: quality of life, housing, economy, transportation, recreation, environment/natural resources, built environment, and rural/unincorporated areas. Additionally, the survey looked at how the needs of incorporated and unincorporated areas differed within Pueblo County. This input was used determine what is working well in Pueblo County today, and what could be improved.

828 community members participated during this phase. Read a summary of the results here.

PRELIMINARY PLAN FRAMEWORK

A number of virtual outreach methods were used to collect feedback on the Preliminary Plan Framework for the Pueblo Regional Comprehensive Plan. The primary focus was to gauge community support for the guiding principles and goals that provided initial direction for the Plan. The public comments were synthesized to identify key themes that emerged from the outreach efforts.

125 community members participated during this phase. Read a summary of the results here.

GROWTH SCENARIOS AND KEY POLICY CHOICES

As part of a series of events hosted in July and August 2021, community members and stakeholders were asked to review three land use scenarios and a series of associated policy considerations. Events included in-person open houses and pop-up events, as well as a virtual Regional Thinktank meeting, and Online Questionnaire #2.

120 community members participated during this phase. Read a summary of the results here.

DRAFT REGIONAL COMPREHENSIVE PLAN

The public was invited to review and comment on the Draft Plan through e-blasts that were sent to all project website subscribers and through social and traditional media outlets (as determined by the public information offices for Pueblo County, the City of Pueblo, and Pueblo West).

62 individual comments were received on the Draft Plan. Read a summary of the results here.

APPENDIX F



INVENTORY OF CULTURAL RESOURCES

CONTENTS

THE OFFICIAL PUEBLO INVENTORY OF CULTURAL RESOURCES 363

Historic Districts 363
Individual Listings (alphabetical by address) 364

PUEBLO INVENTORY OF CULTURAL RESOURCES SUMMARY TABLE 397

The Official Pueblo Inventory of Cultural Resources

Current as of September 30, 2020

Notes:

Comments and corrections are welcome. Please send to HPC@Pueblo.us and include "HPC inventory" in the subject line.

This inventory includes some places only surveyed. For listings that are subject to historic preservation regulations, see *Property Appendix* for indicated listings on the City of Pueblo, State of Colorado. Also see *Property Appendix* for alternate addresses of a place.

Properties within the City limits listed on the National Register of Historic Places before 1981, and properties listed 1981 and after with owner consent signature are retroactively listed as local landmarks per City of Pueblo Historic Preservation Code, Pueblo Municipal Code, Section 4-14-8(l).

National Register Properties outside historic districts are summarized from published Colorado Historical Society descriptions. Properties within Historic Districts (district names denoted in description) are summarized from 1980 Pueblo Building Survey and Nominations.

Bibliographic sources may be found in original landmark application staff reports.

Historic districts

(alphabetical by name)

1500 North Santa Fe Avenue

Mineral Palace Park Historic District

Property acquisition and park establishment, 1896. Subsequent land and lake additions, 1903. Contributing buildings and sites constructed 1936-1939. Mineral Palace Park's prominent location just west of the Fountain Creek has been an important northern gateway to Pueblo's urban environment throughout its history. The park was originally envisioned to embellish the grandiose Mineral Palace, built to showcase Colorado's mineral wealth. The park embodied a lush and expansive vision of urban parks brought to Colorado from eastern cities as part of the "City Beautiful" movement in urban design at the turn of the century. Although the park was first designated in 1896, the period of greatest significance in the park's development was the depression period of 1936-1939 when the Works Progress Administration (WPA) was most active. The remaining WPA era structures, defined for this nomination as contributing to the historic district, include:

- The Main Street entrance gate
- The boathouse/pavilion near Lake Clara
- The original portion of the lake retaining walls
- The bridge over Lake Clara
- The band shell near the lake
- The ranger station and accessory building at the northeast side of the park
- The pathways defining the formal garden (originally the rose garden) area
- The remaining park road walls constructed during this period

These structures were originally built by the WPA, with an emphasis on teaching building skills in various related fields, such as masonry, carpentry, electrical and plumbing, in order to train workers in a job skill useful in later work. The design and craftsmanship show the progression of workers in training. The structures are physical representations of the struggles experienced by Puebloans and all Americans to survive the Great Depression.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

Generally Located from Court to West Street and 17th to 19th Streets
The North Side Historic District

This is Pueblo's only local register residential historic district of 79 contributing homes (22 in phase 1, and 57 in phase 2) that showcases the evolution of Pueblo's exclusive premier 'merchant prince' neighborhood set away from the smoke of the steel mill. The existing historic district represents only a small portion of the overall contributing resources that are located directly north of the district's boundary. The homes in the district represent many of the best 'high styles' architectural examples of each style in Southern Colorado and were homes of the many Pueblo business executives and their high-ranking associates.

South side of the 300 Block of W. Pitkin
Pitkin Place Historic District

In the early 1890s, the architect-contractor team of George Roe and E.W. Shutt built six of the seven residences within the district. Developed on land owned by the Colorado Fuel and Iron Company as an exclusive subdivision, Pitkin Place is a linear grouping of residential properties exhibiting a high degree of visual continuity.

Main Street, Union Avenue, & Victoria Avenue.
Union Avenue Historic Business District

The district consists of a group of commercial structures located south of Pueblo's central business district. Of the total 87 properties, 70 contribute to the historic and architectural importance of the district.

The first reference of the street appears on maps as early as 1872 as "5th Street", and a revised reference to "Union Avenue" on photographs as early as 1880. Originally a wholesale and warehouse district associated with the Denver and Rio Grande Railroad. The addition of a trolley line of 1882 connected the north and south sides of Pueblo with a bridge across the river. Then a commercial center, Union Avenue developed quickly, and by the time the 1904 Sanborn Fire Insurance Maps were published, most of the significant buildings that still stand on Union Avenue today were already constructed. The street served as a business center until the great flood of 1921, which inundated the entire Union Avenue area and much of downtown Pueblo. Some of the buildings that were not completely demolished by flood waters were repaired and as a result, many of the circa 1880 buildings on Union Avenue were "updated" to include the architectural stylings of the 1920's. Following the decline of Pueblo's rail industry in the 1920's, Union Avenue became dependent upon railroad passenger business, and through the 1930's and 40's, the economy of the district was supported largely by local taverns and a notorious "red light" district. The decline of rail passenger business coincided with a crackdown on illegal activities in the 1950's and ushered in an era of renewed focus on revitalization of the area, aided by the newly established Pueblo Urban Renewal Authority.

Individual listings
(alphabetical by address)

Unknown or yet-to-be confirmed locations
Tunnels of Historic Downtown Pueblo

Considering reconnaissance

110-110.5 West 2nd Street
MacIndoe Plumbing

Pending copy of survey

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

115 West 2nd Street
R.T. Frazier Saddlery

Pending copy of survey

108 West 3rd Street
Irish Pub

Pending copy of survey

112-114 West 3rd Street
Rocky Mountain Bank Note Company

Pending copy of survey

118-118.5 West 3rd Street
Pending copy of survey

212-222 West 3rd Street
Henkel-Duke Mercantile Company Warehouse

Constructed in 1895, the four-story brick building is in downtown Pueblo and functioned as a wholesale grocery warehouse for many years.

323 West 3rd Street
Pending copy of survey

403 East 4th Street
The Sweeny Feed Mill

This late 19th Century mill is historically significant because of its association with owner Andrew McClelland, manager Joseph F. Sprengle, and James Koller Sweeny as well as for its association with the development of Pueblo as Colorado's principal industrial center. It is indicative of the agricultural-and extraction-based processing industries that once dominated the city's economy, but are now increasingly rare. The Sweeny Feed Mill is an early example of industrial "curtain wall" construction using minimal structural components throughout the building in place of the more commonly used wood framing or heavy masonry construction. The Elevator/Grain-Hay storage building is unique in its "crib" construction, which consists of flat-stacked 2-by 6-inch boards.

210 West 4th Street
Pope Business Block

Pending copy of survey

310 West 4th Street
Faricy-Owen Motor Company / Certified Customer Upholstery

Pending copy of survey

319 West 4th Street
Pending copy of survey

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

117-119 West 6th Street
Pending copy of survey

112 West 7th Street
Sutton Building

Pending copy of survey

1402 East 7th Street
Saint Leander Church

Saint Leander Church has occupied a central position in the development of the East Side neighborhood since 1925 when the church was constructed. The church is one of the best, and only, examples of Institutional Spanish Mission Revival architecture in the East Side, and it was designed by the famous Colorado Springs Architect, Thomas MacLaren.

1438 East 7th Street
Saint Leander School

Saint Leander School has occupied a central position in the development of the East Side neighborhood since 1914 when the school was constructed. The building is significant for its association with the religious and secular development of the East Side neighborhood. The school is one of the best, and only, examples of Institutional Classical Revival architecture in the East Side.

408-416 West 7th Street
Rood Candy Company Building

The facility is a good local example of an early 20th century manufacturing facility. The main building is a three-story red brick structure characterized by its lack of ornamentation.

201 West 8th Street
Pending copy of survey

215 West 10th Street, (10th & Main)
Pueblo County Courthouse

Designed by New York architect Albert Ross, the brick building, faced with white sandstone, includes the Roman Classical elements associated with the Beaux Arts tradition. Constructed between 1908-1912, it is the third building to serve as the county courthouse, and it is southern Colorado's largest and most elaborate courthouse.

215 West 10th Street
First Presbyterian Church

Pending copy of survey

320 West 10th Street
Pending copy of survey

310 West 11th Street
First Methodist Church of Pueblo

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

First United Methodist Church (FUMC) houses one of the oldest religious organizations in Pueblo and has served as a center for a number of community events and activities of a religious and secular nature since 1923. The church is also significant as noted Pueblo architect William Stickney's interpretation of the Gothic- and Tudor-Revival architectural styles, symbolizing the importance of the Methodist church's ties to England.

401-411 West 11th Street
Fitch Terrace

Constructed in 1902, as a speculative venture by Colonel Michael Fitch, the two-story brick building is Pueblo's best example of a terrace apartment. Exterior detailing includes stone and brick corbelling and belt courses that emphasize the sense of horizontality.

417 West 11th Street
White, Asbury, House

Late 19th Century Queen Anne style as interpreted by architect F.W. Cooper, the residence is one of the last remnants of a once prestigious residential neighborhood located just west of the Pueblo County Courthouse.

229 West 12th Street
Bowen Mansion

Built 1892. Late 19th Century, built by prominent local architect F.W. Cooper, for local attorney and politician Thomas Mead Bowen, the mansion blends influences of Richardsonian Romanesque with Queen Anne styling.

727 West 13th Street
The Edgar Olin House

Built in the late 19th Century, the stately Olin House stands at the corners of 13th and Craig, which became a busy thoroughfare leading to the Colorado State Hospital with the street car route running right by the house. It also was the residence of the prominent Pueblo pioneer businessman, Edgar W. Olin. A later resident was the Honorable Judge James W. Coulter, early Pueblo County Judge. The Olin House exhibits uncommon features of the Italianate style, including eave bracketry which is highly ornate in its carving, carved lintels, and a 3 story symmetrical entrance tower with its pair of double doors, bay windows and octagonal portions at each corner. With most of its features grounded in the Italianate but with a twist, the Olin House is the best example of residential Italianate architecture on the north side, and quite possibly the city in its entirety.

West 13th Street & Francisco Street (1301 West 13th Street)
Colorado State Hospital Superintendent's House

Completed circa 1934, the two-story Mediterranean style residence has white stucco walls and a red tile roof. For 28 years it was the home of Dr. Frank Zimmerman, a pioneer in the humane treatment of the mentally ill who also fought for better salaries and facilities. The house has six bedrooms, five baths and includes cast plaster ceilings, parquet flooring and many handcrafted features. Some of the wood was acquired from an 1883 structure that was part of the original state hospital. It has over 4600 square feet and the cost of construction was $24,920. Some of the labor was provided by patients of the hospital and WPA workers. Included in the building are conference facilities used by hospital staff and other state employees and a museum. On display are artifacts and information displays highlighting the history of the hospital and the changes in treatment of the mentally ill.

419 West 14th Street
Rosemount / Thatcher Mansion

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

Designed by the New York based architectural firm of Holly and Jelliff, the three-story, rose lava stone over brick, mansion contains thirty-seven rooms and ten fireplaces. Built in the late 19th Century, it is a good example of Victorian era urban residential architecture. The mansion is open to the public as a museum.

325 West 15th Street
Baxter House / Bishop's House

Built in the late 19th Century, Oliver Hazard Perry Baxter's residence is a rich blend of late Victorian and Queen Anne architecture. Subsequent owners donated the house to the Catholic Diocese.

425 West 15th Street
Beaumont, Allen J., House

Built in the late 19th Century for Allen J. Beaumont, a prominent Pueblo attorney, architect A. Morris Stuckert's design is an eclectic mix of Queen Anne and Richardsonian Romanesque detailing. The one and a half story residence of pink lava stone sits on a hill overlooking the city.

303, 605 West 17th Street
North Side Historic District

See historic district description. Pending individual survey details.

302, 315, 317, 321, 325, 401, 409, 419, 423, 425, 529, 611, 615 West 18th Street
North Side Historic District

See historic district description. Pending individual survey details.

420 West 18th Street
Church of the Ascension / Ascension Episcopal Church

Designed by Frank E. Wetherell of the Iowa architectural firm of Wetherell & Gage, the 1914 sandstone trimmed brick building incorporates Tudor Revival style elements. The quality and integrity of the building's interior design and appointments enhance its architectural significance, and the compatible 1941 parish hall addition reflects the evolving needs of the congregation. A 1926 Tudor Revival style rectory of stucco and brick is located to the west of the church.

207, 209, 307, 309, 311, 411, 415, 419, 425, 519, 521, 616, 619, 620, 621, 624, 625 West 19th Street
North Side Historic District

See historic district description. Pending individual survey details.

416, 418, 420, 614, 622 West 20th Street
North Side Historic District

See historic district description. Pending individual survey details.

415 East Abriendo Avenue
McClelland Orphanage

The institution bears the name of its primary benefactor, prominent Pueblo businessman, Andrew McClelland. The present Colonial Revival style building was constructed in 1935, and the design incorporates Georgian and Adam elements.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

100 Block of West Abriendo Avenue
The Christopher Columbus Monument

300 West Abriendo Avenue
Walter, Martin, House

This circa 1906 blond brick two-story mansion is one of the largest and most elaborately detailed Foursquares in Pueblo. It was built for Martin Walter, founder and president of the Walter Brewing Company.

600, 700, 800, & 900 blocks of East B Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

101-111 West B Street
William Strait Block

Constructed 1891. "The Anthony" Hotel. Three story red brick with five store fronts; wooden modlings; stone piers and spandrel wall; stone quoins at side of building; stone belt course and stone lintels; parapet; and entablature.
Mary Battaglia (1980s) Jones, Charles E and Tanya R. (2000s)

113-115 West B Street
(Original name unknown)

White, Everett and Katherine M. Early 20th Century.

119 West B Street
The Favorite Tavern

Gallegos, John A. Early 20th Century.

121-125 West B Street
(Original name unknown)

Koncilja, Joseph A and James R. Early 20th Century.

132 West B Street
Union Depot

Late 19th Century Richardsonian Romanesque Revival style depot was designed by the Chicago architectural firm of Sprague and Newell. It is constructed of heavy rock faced red sandstone. An imposing structure, the depot was one of the largest and busiest in the region. Listed under Railroads in Colorado, 1858-1948 Multiple Property Submission.

132 West B Street (Behind Union Depot)
SANTA FE LOCOMOTIVE NO. 2912

Built in 1944, Locomotive No. 2912 is a rare surviving example of the final class of steam powered locomotives to be ordered by the Santa Fe Railroad. The 2900-series engines were both the largest and heaviest Northern-type locomotives built in the United States.

223 & 301 West B Street
Rio Grande Freight House

Constructed in 1924, the red brick building serves as a reminder of the important role played by railroads in the growth and development of Pueblo. The facility handled commercial shipments and provided temporary warehousing for goods in transit. It is Pueblo's only surviving freight station. (Contact mailing address is 1600 West 24th Street)

905 Berkley Avenue

Hazerlhurst / Berkley House

The late 19th Century residence was built for prominent Pueblo businessman Emanuel Tolle. It is a blend of the Queen Anne and Georgian Revival, the latter reflecting Tolle's Kentucky origins.

116 Broadway Ave.
Hose Company 3

Fire station #3, built three years after establishment of the fire department in 1895, was the first stand-alone fire station in Pueblo. It was designed to house horses and horse-drawn hose apparatus, which were common equipment at the time. Hose Company No. 3 is one of the only stations left standing in Southern Colorado that housed this type of apparatus. It served its purpose longer than any other fire station in the City of Pueblo's history.

126-128 Broadway Ave.
South Pueblo Lodge #31

The Pueblo Masonic Temple Building is located at the corner of Evans and Broadway Avenues, in the Mesa Junction. It has been a cornerstone building in the area since its construction in 1882. The 1926 brick reface and remodel of the Masonic Temple created a very simplified or modest expression of Renaissance Revival also known as Italian Renaissance, a style popular in Colorado between 1900 and 1930. The list of lodge members over the past 124 years is a Who's Who of Pueblo's civic and business community leadership.

400 Broadway Avenue
First Methodist Episcopal Church / Trinity Methodist

Pueblo architect George W. Roe designed this predominately Romanesque Revival style building in 1902. Much of the original interior remains in place.

401 & 405 Broadway Avenue
George McCarthy Funeral Home

[Research pending] Remodeled in 1945.

600, 700, 800, & 900 blocks of East C Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

215 Canal Street, Steelworks Museum Parking Lot
Mine Rescue Car #1

Built in 1882 as a Wagner Palace Sleeping Car, the Pullman Company modified it in 1910 for the U.S. Bureau of Mines' program to improve mine safety and rescue operations in Colorado's coal mines. It is one of only two such cars left in the country. Six were outfitted by the Bureau to serve as educational centers and rapid response rescue stations. Car No. 1 aided at numerous mining disasters before being sold to Colorado Fuel & Iron in 1923. The company used it at safety conventions and as a traveling classroom. The Pueblo County Historical Society is currently working to restore the car and plans to use it as an interpretive center. The car is now also on the National Register of Historic Places.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

215 - 225 Canal Street
Minnequa Steel Works Office Building & Dispensary

The Mission Revival style buildings at the Colorado Fuel & Iron Company's Minnequa Steel Works illustrate the growth of what became the largest single employer in the Pueblo region. They reflect the rapid improvements made to accommodate support services for the steel plant as it grew to become one of the largest iron and steel plants in the United States by 1906. Prominent Denver architect Frederick H. Sterner designed the original 1901 office building and 1902 dispensary. Pueblo architects continued the Mission style, with William Stickney designing the 1921 addition to the office building and Walter DeMordaunt the 1926 addition to the dispensary. The CF and I Mine Rescue Car is also individually listed on the NRHP and is housed at 215-225 Canal Street.

38 Carlile Place
Tooke-Nuckolls House

This late 19th Century residence was designed by architect O. Bulow. The two-story brick building is heavily ornamented and incorporates many features associated with the Queen Anne style.

44 Carlile Place
Carlile, James N., House

Constructed in 1872 as a modest residence, architect Frank West executed an extensive remodeling of the house during 1893-1894, adding porches and elaborate Queen Anne detailing for the developer of this south side neighborhood. The property, prominently located at the end of Carlile Place, shares the street with a number of other important Pueblo residences.

111-117 Central Plaza
Elda Rooms / Star Clothing Company

Shares a commercial/residential association like other commercial blocks surveyed in Downtown Pueblo. However, it has undergone extensive alterations since the 1970s, including the introduction of stucco, a new banner, and modified storefronts along its storefront façade. Nonetheless, it is associated with the city's economic development during the late nineteenth century.

119 Central Plaza (Previously addressed at 421 North Union Avenue)
Tutt Building

This late 19th Century building is one of the most intact commercial structures in the downtown area. This unusual triangular building's twelve-inch-thick walls are faced with red brick.

1 City Hall Place
City Hall

City of Pueblo. Constructed in 1917, this represents the work of a master.

1 City Hall Place
Memorial Auditorium

City of Pueblo. Constructed in 1919, this represents the work of a master. Memorial hall was named in honor of those who had lost their lives in the first world war. President Woodrow Wilson made his last public speech here on Sept. 25, 1919, urging support of the league of nations, as denoted on a plaque located in the adjacent city hall.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

200, 300, & 400 blocks of Clark Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

421 Clark Street
Our Lady of Mount Carmel Catholic Church

330 Colorado Avenue
The J.A. Wayland House

Since its construction in 1886 by a local developer and publisher J.A. Wayland, this structure has been a prominent fixture in Mesa Junction for over 100 years. Mr. Wayland went onto become a nationally significant publisher and populist progressive fighting for social reforms such as health care, good government, and education. The house is a fine example of a Queen Anne style residence which adds to the unique historic character of the South Pueblo/Mesa Junction neighborhood.

501 Colorado Avenue
Galligan House

Completed in 1891 for a prominent Pueblo attorney, the building is a good example of a Late Victorian Queen Anne style residence constructed with high quality materials, both inside and out.

601 Court Street
Pending copy of survey

909 Court Street
Pending copy of survey

1801 Court Street
Pending copy of survey

1801, 1805, 1821, 1825, 1827, 1910, 1912, 1914, 1917, 1922, 1926, 1927, 1930 Court Street
North Side Historic District

See historic district description. Pending individual survey details.

1901 Court Street
The Barndollar-Stone-Work House

The Barndollar-Stone-Work House, constructed in 1872, is one of the oldest homes in Pueblo. All three of the first three owners were prominent locally and nationally. A prominent and imposing structure, it is the only remaining building of the Second Empire style in Pueblo. The house contains all the prototypical Second Empire features: the distinctive mansard roof with dormers, a flat roof on top with center cupola, a bay window located along the side, and full porch.

1906 Court Street
Barndollar-Gann House

W. J. Barndollar, a prominent local banker, business-person and politician, commissioned Pueblo architect Patrick P. Mills to design the house in 1889. It is a well-preserved local example of the Queen Anne style.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

1409 Craig Street
Duke, Nathaniel W., House

This two and a half story brick Queen Anne residence was designed in 1889 by Denver architect Fred A. Hale. Its most notable feature, a large oversized three-story tower at the southeast corner of the home, affords one of the finest views of the city and mountains to the west.

600 block of East D Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

112 West D Street
(Original name unknown)

Anzuini, Ida J. Built 1904.

535 Dittmer Avenue
The Florman House

Built in 1939, the Florman House is a classic example of Pueblo Revival style, characterized by exposed vigas; low, flat, battered walls; and low, flat, pitched roofs. The builder and apparent designer was W.M. Cooper, a prominent building contractor throughout New Mexico and Colorado. The garden and landscape of the two-acre lot with a large pond, almost certainly constructed by the WPA work crews working in nearby City Park, contribute to the significance of the nomination. The house was build by Harold F. Florman, son of pioneer Puebloans M.M. Louis Florman. Florman Manufacturing Co., begun in 1887, distributed paint and glass products throughout the region.

1701, 1707, 1800, 1801, 1810, 1827, 1830, 1901, 1909, 1910, 1911, 1914, 1915, 1919, 1921, 1922, 1924, 1925, 1930 North Elizabeth Street
North Side Historic District

See historic district description. Pending individual survey details.

1819 North Elizabeth Street
The Morey Bernstein House

A good example of the Mediterranean/Tuscan style designed by renowned Pueblo architect W. W. Stickney, with remarkable physical integrity constructed in 1926. Asbury White, co-founder of White & Davis Department Store, built the house. The second owner of the house was Morey Bernstein, perhaps Pueblo's most renowned author. In 1956, Bernstein's amateur interest in hypnotism led to the publication of "The Search for Bridey Murphy", an account of hypnotism and past life regression.

2121 North Elizabeth Street
Frazier, R.T., House

Built in 1915, the design for this tapestry brick bungalow may have been derived from the popular style books of the period. Frazier, a prominent saddle maker, spared no expense on his state of the art residence.

1201 and 1203 Elm Street
Gus' Place

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

1201 Elm Street has functioned as an important community gathering place since 1892. The building served as a church for an early African American church, and later as a Mesa Mission for immigrants during the height of teen's immigration boom. The current use as a neighborhood pub dates from 1934, the first year after prohibition, and demonstrates the neighborhood and community's dedication to this distinctive place.

1143 East Evans Avenue
Swartz Block / Odd Fellows Hall

Built in 1898, the building is a two story gray stone Romanesque Revival commercial building which once housed the Bessemer Pharmacy and a meeting hall used most notably by the Odd Fellows organization. The building served as a social gathering center and a prominent neighborhood commercial center for most of its life.

1201 East Evans Avenue
The Bessemer Fire Station

A classic example of the partnership between a municipality and the depression-era Works Progress Administration, the Bessemer Fire Station is the city's best example of a commercial Pueblo Revival style structure built in 1941, a rather late manifestation of the WPA. Constructed from the brick of the former adjacent Bessemer City Hall, it anchors the heart of Bessemer and symbolizes the glory of the Steel City.

228 West Evans Avenue
First Congregational Church

Fred A. Hale is credited as the architect of this 1889 Romanesque style church of random coursed red sandstone. Defining features include a corner entry bell tower and a circular transept with arched windows.

726 North Glendale Avenue (curb corner; 38.274545, -104.596806)
Pueblo Trolley Track, Bessemer – East Pueblo Route

[Copy narrative from HPC-17-03] "A small segment of the original tracks are visible at the southeast corner of 8 St. and Glendale Ave."

800 Goodnight Avenue, (City Park)
City Park Carousel

This three-abreast C.W. Parker "Jumping Horse Carry-Us-All", with thirty-six hand carved horses, includes one lover's tub and one chariot. It was purchased by J.J. McQuillian, owner of the Lake Minnequa Amusement Park, in 1914. During the Depression, the carousel was sold to the city and moved to City Park sometime between 1937 and 1941.

100 North Grand Avenue
Pending copy of survey

1025 North Grand Avenue
Sacred Heart Cathedral

The building is an outstanding example of Gothic Revival architecture. Plans for the church were the work of Denver architects Robert Willison and Montana S. Fallis. The church was dedicated in 1913 and designated as a cathedral in 1942.

1325 North Grand Avenue
Temple Emanuel

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

This 1900 Reform Jewish house of worship is architecturally significant as an interesting interpretation of the Queen Anne style employing both classical and Richardsonian Romanesque elements.

1812, 1825, 1827, 1901, 1903, 1912, 1913, 1915, 1918, 1919, 1921, 1922, 1925, 1930 North Grand Avenue
North Side Historic District

See historic district description. Pending individual survey details.

1825 North Grand Avenue
Rice, Ward, House

Designed by architect F.M. Cooper, the 1892 house was modified during the early 1900s. The brick and wood shingled residence is a well preserved example of the Queen Anne style.

2201 North Grand Avenue
Streit, J.L., House

The late 19th century Victorian residence, distinguished primarily by its tower, was designed by architect P.P. Mills. It was built in 1888 by the Dundee Investment Company within a subdivision being developed by the company.

2713-2715 North Grand Avenue
Pueblo Colored Orphanage and Old Folks Home / Lincoln Home

Constructed between 1889 and 1904, the two houses were purchased in 1914 to serve as the Lincoln Home. In operation until 1963, Pueblo's entire black community took an interest in the property's management. It served as the only known orphanage of its type in Colorado, and the sixteen Federated Colored Women's Clubs throughout the state supported its operation. The Pueblo Dr. Martin L. King Jr. Holiday Commission was awarded grants by State Historical Fund for a State Register Nomination in 1995 (SHF-95-M2-035) and an interior and exterior rehabilitation valued at $100,775 in 1999 (SHF-99-01-057).

Further information from historic Karen Mitchell: http://www.kmitch.com/Pueblo/orphanlincoln.html

107 South Grand Avenue
La Veta Place and Mercantile Building / Arts Alliance Studios

Constructed in 1891. It is a fine example of a late Victorian and Romanesque Revival architecture.

The construction of the historic building coincided with the rising Industrial Age of Pueblo. Supporting both the railroad industry and the need for housing, La Veta Place appears to have been built to accommodate the rising population and the commerce that would be needed to support the influx of new people to the city. According to the 1893 Sanborn Perris maps, the first floor of the building, originally addressed as 101 through 111 S. Grand Ave., was constructed for commercial merchandising, and the upstairs was originally configured as a boarding house, called "The La Veta Place." The 1893 through 1896 Pueblo City Directories list Mrs. Carrie S. Landon as the proprietress of The La Veta Place at 105 ½ Grand Avenue with Rose Brown as her domestic. Many of the boarders who took rooms at The La Veta Place were involved in the railroad industry and in the business district in downtown Pueblo. Residents held such titles as: engineer, grocery clerk, cigar manufacturer, and manager of a carriage company.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

To the south of 107 S. Grand Avenue was the Union District where Late Victorian style buildings were being constructed from the late 1800s through the early 1900s. The Union District and the railroad was an integral part of the early formation of the commercial district of Pueblo. The flood of 1921 destroyed many of the historic buildings in the Union district, but 107 S. Grand suffered very little damage and currently remains a solid and useable structure. The historic building at 107 S. Grand Avenue was in the heart of the business and transportation hub of early Pueblo and visually contributes to the history of Pueblo. As an historical commercial space and boarding house, it provides historical evidence of the rising population of Pueblo during the late 1800s, and the need for more housing and businesses to support the new community members who were arriving daily as Pueblo grew into its Industrial Age. Nominated for landmark designation by the Pueblo Arts Alliance in 2016.

Tracing the ownership of 107 S. Grand Ave. back through deeds Luke Lutin, a local Pueblo stockman, owned the property in 1904, when he deeded the property to his three children, Catherine Eugenia Lutin, Mary Elizabeth Lutin and Charles Lutin. In 1930, Catherine Eugenia Lutin, whose married name was C. E. Gideon, lost the building due to delinquent taxes and her sister, Mary E. Lutin acquired the building as the sole owner. Mary Lutin, a prominent member of Pueblo, and a successful real estate business woman, set up a scholarship fund at CSU in Pueblo to aid in the education of local students. In 1965, Mary Lutin sold the building to Fred and Elizabeth Hegler.

According to a 2007 article in the Pueblo Chieftain, Fred Hegler opened a decorating business on the first floor of the building in 1953, called “Fred’s Decorating.” After Fred and Elizabeth Hegler bought 107 S. Grand in 1965, they remodeled the second story into office space. In 1979, Elizabeth Hegler ran her costume business out of the building, called “Betty’s Costumes,” which was then moved to the building behind 107 S. Grand Avenue. Fred Hegler also ran a trash and recycling business on this property and the grounds, and the building at 107 S. Grand Ave. is often remembered as “Fred’s Trash Building” by locals.

In 2015, The Pueblo Arts Alliance (107 S Grand Avenue, LLC) bought the historic building from the Heglers with the intention of utilizing it as a prominent feature of the Creative Corridor District. The building currently houses both the home office of the Pueblo Arts Alliance/Creative Corridor and provides studio and retail space to local Pueblo artists, tying into the vision of the historic downtown Pueblo area as a cultural and artistic business district.

217 South Grand Avenue
Vail Hotel

The 1910 Vail Hotel is a fine example of the Second Renaissance Revival style. Named for John E. Vail, a prominent Pueblo newspaperman, it was considered by many to be the most modern hotel west of Chicago.

219 South Grand Avenue
Senate Bar

Montez, Monte and Paul. Built 1904. The building is significant for its association with early newspaper publishing in Pueblo, when the Pueblo Star Journal and Pueblo Chieftain were rival publications.

1325 North Greenwood Street
Pryor, Frank, House

Designed by prominent Denver architect A. Morris Stuckert, for noted Pueblo businessman Frank Pryor, this 1889 Queen Anne residence reflects the eclectic tastes of the late Victorian period.

1401 North Greenwood Street
The Hartman / Hoag House

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

By the time their house was constructed in 1918, William Lawrence Hartman had won many important cases in the Colorado Court of Appeals and Colorado's Supreme Court, and his wife, and Elizabeth Moffat Tarbell Hartman was recognized as the great granddaughter of a Minuteman and cousin of author Ida Tarbell. From 1935 until 1965, the house at 1401 N. Greenwood Street was the home of Frank Hoag and Amanda Moore Hoag, owners of the Pueblo Chieftain and Star Journal. The Hartman/Hoag House is a prototypical example of the Mission Revival Style, distinguished by tile roofs with somewhat restrained ornamentation, and a plain extension of its side porches or walls.

1801 North Greenwood Street
Gast Mansion

Built for Pueblo attorney Charles E. Gast in 1892, the residence is a harmonious mix of Richardsonian Romanesque and Queen Anne elements. Continuity of ownership has left it in unusually good condition.

1912, 1915, 1916, 1917, 1918, 1919, 1920, 1925, 1927 North Greenwood Avenue
North Side Historic District

See historic district description. Pending individual survey details.

2920 High Street
Star Journal Model Home

Although many artisans contributed to the project, architect Walter DeMordaunt determined the English country style for the gabled roof, one and a half story brick and sandstone residence. Completed in early 1927, the highly publicized "model" home blended aspects of "convenient living" with cost considerations and served as a showcase for the residential architectural values of the years prior to the Great Depression.

1005 Lake Avenue
The William J. Anderson House

Built in 1890The house is significant as a unique and well preserved Queen Anne residence with a later Classical Revival front porch, an architectural type which is common in South Pueblo due to staggered building booms of 1888-1893 and then again from 1900-1910. The home is also qualifies for its short but significant association with William L. Anderson, President of Iron City Fuel Company, a coal fuel company, and also qualifies for nomination under criteria 2a and b as a good example of a late Queen Anne residence. The home still has Queen Anne features such as a masonry construction, detailed window surrounds, elaborate shingle work, and a complex roofline.

1007 Lake Avenue
The J. Euclid Miles House

The property has served as a residence since its construction in 1900 by J. Euclid Miles, who went on to become a prominent city councilman in Santa Barbara, California. The house is significant as a unique and well preserved transitional Queen Anne/Classical Revival residence. The distinctive key-hole window on the front façade with decorative stained glass is a defining feature and well preserved. The home exhibits a number of other distinctive windows and a conical porch roof. Although besides J. Euclid Miles, no other occupants are highly significant, but the well researched history strings together a complete record of occupants with personal photos of most of the previous owners documenting the role of the home as home to Bessemer's mid management population. Few homes are as well researched and documented as 1007 Lake Avenue.

1013 Lake Avenue
The K.M. Flynn House

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

Erected in 1891, and a victim of the Silver Crash of 1892/3, this beautiful one story Queen Anne residence was operated as a rental until the 1920s, showing that middle class aspirations in Bessemer were quickly replaced by the reality of working class housing for the influx of steel mill workers even this far west of the mill. The home is one of a few almost completely original highly decorative Victorian brick buildings in Bessemer with stained glass windows, a complex roofline, wooden shingle and crushed glass gable end cladding.

1115 Lake Avenue
William and Elizabeth Manor

Erected in 1891, pending copy of survey.

201 Lamkin Street
Name unknown

Pending copy of survey.

611 Logan Avenue
Saint Francis Xavier Church

St. Francis Xavier is historically significant because it is a representation of the working class immigrant culture of the Bessemer neighborhood. The church shows elements of workmanship and design that are inherent to the blue-collar neighborhood that immediately surrounds the site. St. Francis Xavier Church is architecturally is also significant because it is an example of the Spanish Eclectic architectural style applied to a church. Spanish Eclectic is a broad architectural style that includes many components influenced by variations of Spanish styles and popular in the 1920s and 1930s. The building is also worthy of preservation due to the fine artistic ornamentation inside the church.

201 North Main Street
Amherst Block

Pending copy of survey

207-211 North Main Street
Mechanics Building / Masonic Building

Constructed in 1890, architect Francis Cooper's five story Victorian commercial building has walls of processed brick and Fort Collins red sandstone. The building is an important local landmark in downtown Pueblo.

214-226 North Main Street
John Ballast Jewelers / Edelstein Brothers Cigar Store

Pending copy of survey

225 North Main Street
Montgomery Ward Building

The 1936 Montgomery Ward Building is the only Colorado example of the Montgomery Ward Company's standard Georgian Revival corporate style used for its department stores from 1933 to 1948. The building represents the local manifestation of the firm's transition from a mail-order business to a retail store chain.

300 North Main Street
Whitcomb Block / Pueblo Savings & Trust / Clark's Western Wear

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

The Town of Pueblo was incorporated in the early 1870s and local industry developed with the arrival of the Denver & Rio Grande (D&RG) Railroad in 1872. Within a decade the D&RG and its subsidiary, the Colorado Fuel & Iron Company (CF&I), transformed what was an adobe outpost into "the Pittsburgh of the West." In 1886, three local towns consolidated into the City of Pueblo, and with the later annexation of Bessemer, Downtown Pueblo by the 1890s was the financial center for Southern Colorado industries of agriculture, smelting, and small business. As one of the largest and most important cities in Colorado, its growth and wealth attracted entrepreneurs.

One of the entrepreneurs was industrial "trailblazer" George Henry Whitcomb, who capitalized on envelope and stationary manufacturing in his home state of Massachusetts. In 1895, he and his Boston syndicate of investors bought the property at Third and Main Streets in a "Large Realty Transaction." Whitcomb had great confidence in Pueblo and helped drive growth in the city in the early 20th Century with later investments with institutions and Main and Second Streets and Fifth and Court Streets.

The Boston syndicate commissioned Pueblo's most prolific and best-known architect, Francis W. Cooper, to design the building that stands today at the northeast corner of Main and Third Streets. Cooper, born in New York, and an 1874 graduate of Cornell University, he worked in Ohio and Wyoming before establishing his firm in Pueblo in 1881. Pueblo's first powerful family, the Thatchers, hired Cooper, and ten (10) of his eleven (11) commissions in Downtown Pueblo stand today. An American Institute of Architects (AIA) Fellow, for sixteen years he served as President of the State Board of Architect Examiners. His work is symbolic of Pueblo as Southern Colorado's leading urban center, which became a serious rival to Denver as Colorado's economic capital.

Cooper's commission replaced a blacksmithing and wagon repair shop that was constructed in 1871. The Piper Brothers won the bid for construction for a two-story building in 1895, and it was the first steel frame structure of its kind in Pueblo. The foundation would have enabled five-story construction, and the innovation provided for sweeping storefronts on the street level. Akin to buildings erected in that historic period, the Whitcomb Block displayed unique fenestration on the second floor and clad with a white or "blonde" brick block curtain wall. With elaborate detailing on the façade, the building became a gem of Pueblo's architectural heritage.

Since its construction, the present building thrived on a decades-long association with two businesses. From 1904 until 1962 the Pueblo Savings and Trust, associated with Pueblo's development, was influential as a financial center in southern Colorado. It's first president was three-time Colorado Governor Alva Adams. Mahlon D. Thatcher was associated with this place, who, with his brother John A. Thatcher, are the namesakes of the Thatcher Building at Fifth and Main Street. Withstanding the Flood of 1921, "extensive improvements" were made to the building in 1922 when the Pueblo Savings and Trust bought the Whitcomb Block after leasing it for eighteen years. From 1962 until 2005, the building was home to Clark's Western Wear, a western clothing store made famous internationally by the Clark family. Post-period remodeling resulted in alterations where some windows were combined on the second floor with arched headers that fit into rectangular openings.

The site and building has been surveyed to test for listing to the State of Colorado and National Registers of Historic Places since 1983, where it is certainly eligible under Criterion A, "Event," because the property contributed to a major pattern of American history.

Upon designation of the property to a historic register, the applicant and property owner, NeighborWorks Southern Colorado, intends to restore the building to its historic period of significance, including removal of the post-period 1960s awning and wood exterior treatment, and reestablishing the size and placement of windows and associated brick work to match the original façade.

301 North Main Street
S.H. Kress and Company Building

Pending copy of survey

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

317 North Main Street
Pope Business Block

Pending copy of survey

401-411 North Main Street
Colorado Building

William Norman Bowman's 1925 design for the Southern Colorado Investment Company reflects the influence of the prominent architect, Louis Sullivan. The Sullivanesque Colorado Building is a distinct departure from the Victorian and Neoclassical designs so prevalent in the Pueblo business district.

421 North Main Street
Pueblo Federal Building / U.S. Post Office

William Aiken, supervising architect for the U.S. Treasury Department, designed the 1897 Pueblo Federal Building along the lines of an Italian Renaissance Palazzo. Aiken designed numerous federal buildings for Washington, D.C, and for other cities, including the U.S. Mints in Philadelphia and Denver.

500-510 North Main Street
Pending copy of survey

503-511 North Main Street
Thatcher Building

Pending copy of survey

611 North Main Street
Rialto / Chief Theatre, the / Damon Runyon Theatre

Pending copy of survey

614-616 North Main Street
Pueblo City Hall (1880s)

Pending copy of survey

720 North Main Street
Pending copy of survey

830 North Main Street
Pending copy of survey

1911 North Main Street
Walter E. Scott Sr. House

Pending copy of survey

1915 North Main Street
Willard S. Kettering House

Pending copy of survey

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

1929 North Main Street
Walter E. Scott House

Pending copy of survey

101 South Main Street
(Original name unknown)

Pumphrey, Paul J.

227-229 South Main Street
(Original name unknown)

White, Everett G and Katherine M. Built 1883.

231 South Main Street
(Original name unknown)

White, Everett G and Katherine M. Built 1883.

211 East Mesa Avenue
Saint Mary's School

Constructed in 1924, St. Mary's was one of the finest elementary schools in the state. It is the most prominent structure north of Rocky Mountain Steel Mill and south of the Arkansas River. The early parishioners were poor Slovenian immigrants, and thousands of prominent Puebloans number among the graduates of the school. The school was built partially of salvaged brick from the Eilers' smelter, largest smelter east of the Mississippi, purchased and demolished by the Catholic diocese in 1923.

900 West Mesa Avenue
Edison School

A multi-purpose central building and two single classroom "unit school houses" were constructed in 1909. Two more "units" and a four classroom building were added in 1923. Edison School is noted for its experimental design which incorporated windows located near the ceiling on three sides of the classrooms in an attempt to provide uniform, diffused light and improved ventilation. Dr. R.W. Corwin, originator of the design, served on the local school board for 44 years.

226 Michigan Street
Saint Patrick's Church

When St. Patrick's was completed in 1882 it was the only Catholic Church in Pueblo. It was the mother church for the old St. Joseph's, Our Lady of Mount Carmel, and St. Francis Xavier parishes and served as the center of Jesuit mission activity for Colorado and New Mexico from 1887 to 1915. The many people that graduated from St. Patrick's School played a great part in Pueblo's society & town. The church, designed in the Gothic Revival style demonstrates meticulous attention to detail of windows and entries. (The rectory is addressed at 304 East Routt Avenue.)

3455 Nuckolls Avenue
Pueblo City Park Zoo

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

The two-and-one-half acre zoo contains an assortment of buildings and structures constructed between 1933 and 1940, utilizing native calcium sandstone quarried 25 miles west of Pueblo. The zoo exemplifies the trend toward exhibiting animals in more natural settings. The Pueblo Zoo was constructed during the Great Depression through the efforts of three New Deal agencies: the Public Works Administration; Civil Works Administration; and the Works Progress Administration.

102 South Oneida Street
Quaker Flour Mill / Abel Engineering

Built 1869. Although not absolutely proven, the Quaker Flour Mill can make a strong claim as being the oldest building still standing in Pueblo. Even after the 128 yrs. of its existence, it is still in excellent condition. Over the years, the original four story sandstone building, constructed in 1869 as a four story structure for use as a flour mill, has experienced numerous alterations and additions to accommodate the business needs of subsequent owners. Union Ave. Historic District. Contributing.

101 East Orman Avenue
Stickney, Charles, H., House

Completed in 1890, New York architect William Halsey Ward's design integrated massive Norman elements into this two and a half story red sandstone residence constructed for Stickney, an important figure in the economic development of Pueblo.

102 East Orman Avenue
Orman-Adams House

The 1890 Orman-Adams House, designed by prolific Denver architect William Lang, is an excellent example of the Romanesque Revival style. James B. Orman constructed the building and owned it during his term as Governor from 1901 to 1903. It was purchased in 1918 by Alva Adams and his family. Adams served as Colorado's Governor on three separate occasions. His son, Alva B. Adams, was a United States Senator.

220 West Orman Ave
Dr. William T.H. and Lurena Baker Home

Year of Construction: 1912. Source of Information: Pueblo County Assessor's Records, R. L. Polk Pueblo City

Directory 1912, structure enumerated and occupied. Architect or Builder: Chicago builder, name unknown, possibly affiliated with Frank Lloyd Wright. Source of Information: Great Grandson of WTH Baker (Bob Baker) Original Owner: Dr. William T. H and Lurena Baker.

300, & 400 blocks of Palm Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

102 & 114 West Pitkin Avenue
Black, Dr. John A., House Complex

Constructed in 1910 for a prominent physician, the home exhibits an unusual application of classical detailing to a Foursquare design. The 2½-story blonde brick dwelling has a two-story rounded portico supported by large Ionic columns dominating its facade. The adjacent house was associated with it.

302 West Pitkin Avenue
Number 1 Pitkin Place

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

Chostner, J. E. and Paula J. Built 1893. Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Place remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

306 West Pitkin Avenue
Number 2 Pitkin Place

Michael, Dewey W and Addalee. Built 1893.Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Pl. remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

310 West Pitkin Avenue
Number 3 Pitkin Place

King, Dale Robt. & June Haigh. Built 1893. Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Pl. remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

314 West Pitkin Avenue
Number 4 Pitkin Place

Johnson, Diana L. & Edward A. Built 1892. Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Pl. remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

318 West Pitkin Avenue
Number 5 Pitkin Place

Miller, Bruce Eric & Beth K. Built 1895. Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Pace remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

322 West Pitkin Avenue
Number 6 Pitkin Place

Thorsell, Lee H. & Linda J. Built 1911. Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Pl. remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

326 West Pitkin Avenue
Number 7 Pitkin Place

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

Butler, John E. & Katherine A. Built 1895. Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Pl. remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

431 East Pitkin Avenue
Central High School

Built circa 1881 as a high school, after several years it became a grade school. The pink rhyolite "Stone Schoolhouse" remains a visual landmark in Pueblo.

200 & 300 block of Plum Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

229 Quincy Street
King, Dr. Alexander T., House

Built in 1891, the two and one half story, multi-gabled roof, red brick residence and the carriage house are good examples of the Queen Anne style.

215 West Routt Avenue
King, Dr. Alexander T., Carriage House

Built in 1891, the two and one half story, multi-gabled roof, red brick residence and the carriage house are good examples of the Queen Anne style.

300, & 400 blocks of Rush Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

100 North Sante Fe Avenue (until 400 block North Santa Fe Avenue; between 38.268032, -104.606962 and 38.270566, -104.607001)
Pueblo Trolley Tracks on Santa Fe Avenue

[Copy narrative from HPC-17-03]

201-207 North Santa Fe Avenue
Holden Block

Built 1881 this is the oldest two-story brick block that remains in Pueblo's first commercial and financial district. Owner Delos Holden was a banker, real estate investor, and the consolidated Pueblo's first mayor. The building is typical 19th century Italianate commercial architecture.

221-225 North Santa Fe Avenue
Studzinski Block

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

Built in1882 by City Councilman from 1917-1921, Michael Studzinski gained recognition throughout the West for his decisive action to reorganize the demoralized city government after the devastating 1921 Arkansas River flood. The Studzinski Block is one of Pueblo's oldest three-story structures and a poignant reminder of Pueblo's first commercial and financial district. The building is Italianate style, with large first floor display windows and transoms above. The storefront entrance doors are asymmetrically collocated adjacent to the center second floor entrance, an unusual feature to this style of building.

227 North Santa Fe Avenue
Fitch Block / Stock Grower's Bank

Pending copy of survey

302 North Santa Fe Avenue
Pending copy of survey

309 North Santa Fe Avenue
Rainbow Bar & Café

Pending copy of survey

311-313 North Santa Fe Avenue
People's Denver Furniture / Top Bid Auction

Pending copy of survey

315 North Santa Fe Avenue
Siking Café

Pending copy of survey

401 North Santa Fe Avenue
Franklin Block

Pending copy of survey

409-411 North Santa Fe Avenue
Rettberg Block / Nacho's Restaurant

Pending copy of survey

417-419 North Santa Fe Avenue
Steinberger Block / Granada Apartments

Pending copy of survey

419.5-425 North Santa Fe Avenue
Wilson's Block / Colorado Floors, NQA

Pending copy of survey

418 & 426 North Santa Fe Avenue
The Numa Hotel / Saint James Hotel / BPOE Pueblo Lodge No. 90

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

Frenchman Numa Vidal, "Prince of the Saloon Men," immigrated to the United States and later opened a saloon in Pueblo in July 1872, shortly after the arrival of the Denver & Rio Grande Railroad. In 1881, he opened a fine hotel, the Numa, constructed at the southeast corner of Fifth and Santa Fe Avenue. It was architect Francis W. Cooper's second commission in Downtown Pueblo. Some years later the Numa was sold to another hotelier and renamed the St. James Hotel. In 1904, the Benevolent and Protective Order of the Elks, Lodge No. 90 (BPOE) acquired the building and commissioned fellow member Cooper to design a remodel. In 1913 fellow member Rapalje's construction company completed the facade change. During the flood of 1921, the Elks Club provided 30,000 meals to refugees and relief workers. During recovery, the Elks Club was the command center for displaced city agencies, including the City Commissioner, police, and employment, while the Salvation Army and Red Cross leased the basement. By the early 20th Century the south adjacent building was acquired by the BPOE for use as offices and a parlor. A historic 1890 bell was installed atop that building in 1932. By the Mid-20th Century, some interior features were remodeled with modern furnishings that are presently maintained. Upon designation of the property to a historic register, the applicant and property owner, BPOE, intends to repair the northern building facade. The building is a fine example of Late Nineteenth and Early Twentieth Century Classical Revival, contributing to the environment and place of Downtown Pueblo for its visual significance over the course of Pueblo's history.

800 North Santa Fe Avenue
Pending copy of survey

801 North Santa Fe Avenue
YWCA-Pueblo

Architect Walter DeMordaunt designed this multi-level, L-shaped building in the Mediterranean style. Built in 1935, the fourteen-inch-thick brick walls are stuccoed, and the gabled portions of the roof are covered with red tile. In 1945, in cooperation with the American Red Cross, U.S.O. and other agencies, the Pueblo YWCA placed special emphasis on seeking out and training American war brides left behind after the conflict.

900 North Santa Fe Avenue
The Colorado Motor Car Company

Pending copy of survey

240 South Sante Fe Avenue
National Broom Manufacturing Company

[Copy narrative from HPC-17-03 p 3.]

285 South Sante Fe Avenue
Elson Bridge

Originally crossing the Purgatoire River in Las Animas County, in 1993, the 150' span faced demolition due to its deteriorating condition and low load capacity. Circa 1994, as part of the Colorado Department of Highway's Adopt-a-Bridge program, the Pueblo Bridge Company's 1905 pin-connected Pratt through truss structure was dismantled, transported, and subsequently reassembled for use as a pedestrian bridge along the Runyon Commuter Trail in Pueblo.

501 South Sante Fe Avenue
Discount Tires & Batteries

[Copy narrative from HPC-17-03 p 3.]

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

501 South Sante Fe Avenue (South Santa Fe Avenue on east; Arkansas River on southwest; Plum Street on northwest; and East D Street on northeast.)
The Grove Historic District

[Copy narrative from HPC-17-03 p 3.]

651 South Sante Fe Avenue (approximate address)
Santa Fe Avenue Bridge K-18-R

[Copy narrative from HPC-17-03 p 3.]

2316 Sprague Street
Sacred Heart Orphanage

Captain John J. Lambert, editor and publisher of the Pueblo Daily Chieftain, bought and donated a ten-acre site to the Franciscan Sisters for the purpose of establishing an orphanage. The orphanage, Pueblo's largest, opened in 1903. Large and institutional in overall appearance, this Romanesque Revival building displays superior craftsmanship in its detailing.

200 & 300 blocks of Spring Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

300 Spring Street
Star Bar, the Grove Historic District

[Copy narrative from 5PE.4442; 5PE.5519]

1000-1010 Spruce Street
Saint John's Greek Orthodox Church

The 1907 church building is one of Pueblo's earliest and well-preserved examples of the Classical Revival style. The building exhibits the distinctive characteristics of the style in its full-width pedimented portico supported by large Ionic columns. The semi-circular transom and round-arched window openings with Queen Anne-inspired glazing result in an unusual expression of this style.

105-107 North Union Avenue
Bayle Block

(Demolished in 2000s for Riverwalk) Constructed in 1889, P.P. Mills Architect. A two-story brick structure, boxed cornice with brackets and dated frieze, decorated parapet gable with name block, belt course, decorated piers and lintels, drop or pendant at cornice corner, recessed double panel main doors, and cast-iron posts.

230 North Union Avenue
Joseph H. Edwards Senior Center

City of Pueblo, constructed in the 1980s. (The previous building was built in 1887, demolished for urban renewal of Central Pueblo.)

315 North Union Avenue (Previously addressed at 119 Central Plaza)
El Pueblo Site and History Museum

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

El Pueblo, occupied from 1842 to 1854, is important for its association with the exploration and settlement of what became Colorado and the larger Rocky Mountain West; for its association with commerce and trade, both in the local area and as part of a regional trail system; and for its association with the social history of the upper Arkansas River, a multi-ethnic, multi-cultural, and multi-national population.

101-103 South Union Avenue
Part of Stewart Block

Built 1886. During 1980s: Elmer's Sheet Metal owned by the Girodo Partnership.

105-107 South Union Avenue
Orman and Crook's Armory Block / Sam Nelson Furniture

Constructed in 1886, (Historic Address: 1-3 South Union Avenue). Two-story brick; restored historic features. (During the 1980s when the district was nominated to the National Register, this building had been stuccoed and windows filled. It is probable that in 1992 the facade was restored by Manley R.J. Masonry. (Sources: National Register nomination, Pueblo Regional Building Department).

Sanborn map (1886, 1889, 1893, 1904) indicates an "Armory" lodge hall on the 2nd floor. The first stores were a grocery in 107 and secondhand shop in 109. By 1889 a paper hanging service occupied 107, with a paint shop outbuilding in the rear. By 1893 a paints and oils retail occupied 107, and a new and secondhand furniture occupied 109. A wall had separated both stores. The Polk Directory (1929, 1932, 1957, 1977, 1989) listed Sam Nelson Furniture Company. In 1932, unit 109 ½ was "Jackson Myrtle Mrs furn rms" (boarding house). Listed vacant in 1957. Sanborn maps in the 1950s-1960s had no information about the 2nd floor. Recommend further research for the upstairs unit.

Building owner Brett Hunsinger in 2019 stated that Sam Nelson's wife died in the 1921 flood, and he moved away from Pueblo and passed away "of a broken heart." The name "Sam Nelson Furniture Company" and "Mad Sam" marketing strategy was by the Lytvak family who owned the property for much of the 20th Century. In 2006 Julie Lytvak and Forrest Vean sold the property to Mr. Hunsinger.

109 South Union Avenue
(original name unknown)

Miller, Max A and Mike and Warren. Built 1950.

118-120 South Union Avenue
(original name unknown)

White, Everett G and Katherine M. Built 1920.

121-125 South Union Avenue
Erickson Block

Constructed in 1902. (Historic Address: 5 & 7 South Union Avenue). Two-story, red-brick structure with decorative brick work, stone lintels, and brick piers; parapet rises above a horizontal molded and decorated band. (National Register nomination.)

Various building permits in 1991, 1993, 1994, 1997, and 2010 (Pueblo Regional Building Department).

Sanborn map (1904) indicates a saloon on the 1st floor. An iron clad steam heater in the basement heated both this and the adjacent northeast building.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

122 South Union Avenue
Pace's Book Exchange

Harvey, Betty Lou. Built 1905.

124 South Union Avenue
(Original name unknown)

HEART-LIGHT METAPHYSICAL STORE. Newman, Linda S. Built 1905.

126 South Union Avenue
(Original name unknown)

LAMPLIGHT COFFEE COMPANY, Vaughan, Darlene. 1905.

128 South Union Avenue
Price Block

Built 1883. Two-story red-brick structure; cast iron posts on first floor; belt courses; and arched stone labels above windows. Cruz, Salvador J and Arturo were owners when it was listed in the 1980s.

130 South Union Avenue
Gold Dust Block

Pacheco, Donna J Built 1889. As a successful businessman, Andrew McGovern, an Irish immigrant, rose to prominence constructing business houses, namely the architecturally ornate Mcgovern Block & Annex, and the Golf Theater. His business ventured into a feed & grain store that evolved into the coal industry. He served on the South Pueblo Council as alderman, was active in the democratic party & was instrumental in constructing the 1st Catholic Church on the south side of the Arkansas River.

131 South Union Avenue
Smith, Benjimen E. and B. Darlene. Built 1925.

133 South Union Avenue
Smith, Ben E and B Darlene. Built 1925.

201-205 South Union Avenue
Union Avenue Livery

Gussenbauer, George L. Built 1920.

204 South Union Avenue
Kitchen Block

Built 1883. Boxed cornice; brackets with frieze; cast iron posts; stained glass; wooden store front. Presumably listed as "non-contributing" because of a stucco alteration.

In the 2000s Makovsky, Isadore. Jeffrey Alan Furniture Company.

206 South Union Avenue
(Original name unknown)

Ambrose, Aubrey. Built 1891.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

207-209 South Union Avenue
(Original name unknown)

Estrada, Vera Lou. Built 1920.

211-213 South Union Avenue
(Original name unknown)

UNIQUELY YOURS GIFT SHOP , White, Everett G and Katherine M. Built 1937.

214-216 South Union Avenue
KUSHNIR FURNITURE BUILDING, Kushnir, Ray. Built 1900.

215 South Union Avenue
(Original name unknown)

Originally a tavern built 1921, this one-story, red-brick, building is considered non-contributing to the historic district, probably because of alterations to the storefront, which appears to a later alteration of cinder block, but with some corbeling features.

217-219 South Union Avenue
Gold Dust Saloon

Built in 1990 according to County Assessor. (Previous building was constructed 1883 and demolished at an unknown date.)

218 South Union Avenue
KUSHNIR FURNITURE BUILDING, Kushnir, Ray. Built 1924.

220 South Union Avenue
(Original name unknown)

ELLER MARKETING, Eller, Steve C and Gloria G. Built 1921.

222 South Union Avenue
(Original name unknown)

Pacheco, Donna J. Built 1881.

223 South Union Avenue
(Original name unknown)

ANGELO'S PIZZA PARLOR, C.C.J., LLC. Built 1905.

224 South Union Avenue
ROGUE'S GALLERY & SOHO BAR, Graziano, John W. Built 1893.

226-228 South Union Avenue
(Original name unknown)

Springfield, Mildred As Tr. Built 1887.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

229 South Union Avenue
(Original name unknown)

MAGPIES, Coppola, Bill. Built 1896.

231-233 South Union Avenue
(Original name unknown)

SEABEL'S, Koncilja, Joseph A and James R. Built 1881. Significant for its architectural style & its association with Delos L. Holden, prominent banker, bldg. Investor, & politician.

230 South Union Avenue
DeReimer Block

Built 1883. The three-story red brick building is distinguished by the style of architecture & number of ornate features, including brick piers with decorative plinths; boxed cornice; decorated frieze; and, decorated pediment. The DeReimer block strongly exemplified the Victorian Second empire style of architecture that made its way into Colorado in the 1880s. It is the work of F.W. Cooper, noted Pueblo architect, and the owner, James R. DeReimer, who became prominent as a civil engineer and real estate investor. The latter contributed to the development of railroads, commerce, and historic buildings in South Pueblo.

232 South Union Avenue
Holden Block (condemned and demolished in 2001)

Built 1888. Originally a restaurant / dinner theatre, this was a three-story red brick building, with cast iron posts and spandrel; 20 rectangular windows on side wall, with arches and radiating voussoirs with keystone and, decorative cast iron panel.

301 South Union Avenue
Branch Inn (destroyed by explosion in 2009)

Built 1883; remodeled in 1920s. This tavern-restaurant was a one-story, later stuccoed ith a block-long addition in 1940.

304-308 South Union Avenue
Donnegan Block

Constructed in 1883, two-story red brick structure. Altered with stucco, possibly in 2000, 2004, or 2009, according to Building Department permits for building remodels. Brick piers with plinth, decorated. Three-center door openings with double transoms, decorated linels.

307 South Union Avenue
CIGARS, LTD. Moore, Jene W And Anita R. (Non-contributor to Union Avenue)

309 South Union Avenue
Ciavonne, Ted R and Josephine. Built 1900.

311-313 South Union Avenue
Stores

Built 1905. One-story red brick; piers; multi-paned glass; stuccoed; rehabilitation in progress.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

319 South Union Avenue
Koncilja, James and Athena. Built 1920.

320-324 South Union Avenue
Kogovsek, Patricia C. Built 1893.

325 South Union Avenue
Tivoli Building

Built 1896. Two-story cut stone with piers; steel belt course and decorated concrete belt course.

327-335 South Union Avenue
William Strait Block

Built1893. Architect: G. W. Roe. Two-story red brick structure with four store fronts; also pier and spandrew with plinth, two iron belt courses, stone belt course, corbeling, and 17 spaced windows across the front.

330 South Union Avenue
McLaughlin Building

Built 1891. Victorian Eclectic style with Romanesque features. It was dedicated to Michael McLaughlin, who died in 1888. It originally contained a hotel, two saloons, two restaurants, a barbershop and a shoe shop. Before 1921 there was a garden level in the front of the building that was converted to a basement after the devastating Pueblo flood later that year that filled the area with mud and debris. The three-story building was a vital structure in Pueblo's Union Avenue Historic Business District. The district maintains a feeling and association of a late nineteenth/early twentieth century commercial area.

The building is a three-story brick structure with stone piers, spandrel with plinth, stone belt courses and lug sills; 12 recessed Palladian windows with arched radiating voussoirs; date stone; and parapet and entablature at roof line.

Openings in the garden level were sealed with brick and a basement was created in the front half of the building after the 1921 flood. There is also a basement in the back half of the building with walls supported by 8"x8"x16" concrete masonry block walls below grade. A non-useable freight elevator from the mid-20th century is at the southeast corner of the building with stops at the basement and each floor. Very little has been done to the building since the 1950's except some minor plumbing, electrical, and mechanical work and brick parapet repair in 2014.

400 South Union Avenue
Holmes Hardware

Built 1915. Three-story red brick, rosette columns at front door, square cast iron posts on first floor, pier and spandrel wall on second and third floors, cornice boxed, frieze decorated, semi-elliptical window heads, double arches, and radiating voussoirs on third floor. Historic address 79 South Union Avenue. The significance of the Holmes Hardware Building occurred because of the builder, Alva B. Adams, a multi-faceted individual who served as governor of Colorado on three different occasions; two-year terms in 1887-1889 and 1897-1899, and a one-day term on March 16, 1905. In commerce, he started in the hardware & lumber business in Colorado Springs in 1871. He came to Pueblo in 1873. He was involved in the Adams & Posey hardware line. Union Avenue Historic District, contributing.

100 North Victoria Avenue
PUEBLO WINTRONIC CO. Pumphrey, Paul J. and William R. (Union Ave. Historic District, non-contributing.)

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

102 South Victoria Avenue
Cope Office Supply. Cope, Stanley L and Mary Kathryn. Built 1893.

104 South Victoria Avenue
Pueblo Southwest Trading Company

Byers, Alvah P.Built 1894.

105 South Victoria Avenue (building envelope, only)
Pueblo Power Plant / Black Hills Energy 5 & 6

The power plant delivered power beginning in 1888. It has been a prominent structure and has influenced the development of Pueblo. It is an example of the Art Deco Industrial with Modern Movements. The structure anchors the northwestern end of the Historic Arkansas River Project (HARP) and is adjacent to the Union Avenue Historic District.

Electricity first came to Pueblo, Colorado in 1888, just nine years after Thomas Edison produced the first electric lamp. 105 S Victoria Street was the site of the first steam driven generator, which brought electricity to the city. This was built and operated by Pueblo Light, Heat, & Power Company. An immediate beneficiary of electricity was the Pueblo City Railway Company, formed in 1889. Pueblo has the distinction of becoming one of the first cities to have electric powered street cars.

Power requirements increased and resulted in mergers by 1911 of power companies in Pueblo, Cañon City, Rocky Ford, Cripple Creek and Victor. Those municipalities formed Arkansas Valley Railway, Light, & Power Company. Additional mergers with power firms in Florence and Custer County formed the Southern Colorado Power Company in 1923. Of all of the old power plants consolidated into the system, all have been demolished except for Skaguay in Victor, CO, and Pueblo.

Construction of phase 1 was completed in 1922 and the 7500KW generator was brought online. This helped to power development in the city and region including mining of the Cripple Creek District. Increased need of power, especially from large consumers like the Pueblo Army Depot, required the second phase expansion to the east side of the power house with the addition of a 7500KW steam powered turbine. This increased the Power Company's total output to 34,000KW.

Increased post war power demands from factories, industries and homes in Pueblo and Freemont Counties required construction of the third phase expansion to the west end of the building. A 15,000KW combination steam and fuel oil turbine driven generator was installed and constructed in 1949.

Notable persons involved in electrical power were W. N. Clark, head of Southern Colorado Power Company for whom the Canyon City plant was named after, and Mark G. Lord, Superintendent of Power Plant and Shops and VP of sales. Mr. Lord was responsible for assisting in the management of innovations on gravel separation and water cooling for which the Arkansas River represented unique challenges after the 1921 Pueblo Flood and subsequent relocation of the river channel midway through construction of the Pueblo Steam Plant (the building now known as Power Plant 5 & 6). Mr. Lord's grandson, Todd Pasquin, now owns and operates the Historic Federal Building in downtown Pueblo (and other direct descendants are prominent members of the business community.)

Byllesby Engineering & Management Company, the designer of the Pueblo Steam Plant (see Architecture 2b, below), was also an owner and operator of a number of trolley systems in the United States in the early part of the 20th century. The design was named the "Safety Car," and became known as the "Birney Safety Car" and ultimately simply as the "Birney" car.

The Pueblo Steam Plant construction began in 1921 and was halted by the great Pueblo Flood on June 3, 1921. Workers scrambled to sandbag facilities on the site to maintain vital electric service to the telephone switchboards so residents could be warned of rising flood waters.

Black Hills 5&6 was originally known as the Pueblo Steam Plant, was built in the style of Art Deco Industrial with Modern design features. Completed in 1922, it provided electricity to more than 300 Central Business District (CBD) structures. Designed by Byllesby Engineering & Management Company, the Steam Plant's architecture, equipment, cooling water screening operation and is notable both for its engineering and industrial design innovations. The equipment was innovative in the region and the western United States when it began operating. The plant underwent a series of expansions in generating electricity to keep up with power demands due the expansion of housing, commerce, manufacturing, steel production at Colorado Fuel & Iron Works, and mining. It remained operational until its recent decommissioning in 2012.

The Pueblo Steam Plant was designed by the Chicago based firm of Byllesby Engineering & Management Company. This company was founded by Henry Marison Byllesby (1859 - 1924) who was one of the most prominent electrical engineers of his time. Around 1881, after Byllesby earned an engineering degree, he was hired by Thomas Edison and made all of the drawings and most of the designs for the first central station of the Edison Electric Light Co in Manhattan. In 1885 he was hired by George Westinghouse to manage, help organize and incorporate Westinghouse Electric Companies in the USA and London England. He formed H.M. Byllesby & Co. (later Byllesby Engineering & Management Co by the time Pueblo Steam Plant designs began in 1920) a Chicago based conglomerate that owned steamships, streetcars and utility companies across the United States. Mr. Byllesby was largely responsible for the development of the alternating current system of lighting and procured over 40 patents on distribution systems and electrical apparatus. In 1904, the H. M. Byllesby Engineering & Management Company of Chicago, Illinois, obtained the controlling interest in the Birney Safety Streetcar Co through stock purchases. These cars replaced the Denver Car design in Pueblo and were used until the end of trolley service in 1947.

Art Deco Industrial with Modern Movements: The original core of this industrial plant is of vernacular design in brick masonry with Neo Classical design features in cast concrete. The primary construction material is hard-fired brick, laid up with narrow mortar joints in the English Bond pattern, with alternating courses consist of headers and stretchers, ending with queen closers. Soldier and Sailor brick courses are prominent features that frame the fenestrations and decorative bands of the upper facades. This particular bond is the strongest structurally and is often used in industrial buildings of this type. The cornice is simple, flat and not a decorative feature of this building – though this simple design allows for stepped parapets as needed to accommodate and screen roof-top projections.

The most prominent character defining feature are the massive, deep-set recessed vertical steel windows with divided lights, the lower sections incorporate operable transom windows. Vertical brick pilasters are incorporated between each vertical window block, and extend approximately 3/4th the distance from the ground to the cornice, ending in a raked (angled) top capitol. Rectangular cast concrete corner blocks appear at the top of each window block. The exterior condition of this core section appears to be in good-to-excellent condition, with normal deterioration of the steel windows as typical when regular maintenance has been stopped.

Black Hills Power Plant 5 & 6 is about three quarters of a mile west of Interstate 25. The power plant is located directly west of the HARP's Lake Elizabeth and one block north of the Union Avenue Historic District. Black Hills Power Plant 5 & 6 is also located in Pueblo Urban Renewal Authority's "Expanded Phase One Urban Renewal Project Area." The Power Plant is adjacent to the Historic Union Ave Historic District. The Union Avenue Historic District consists of a large group of commercial structures located south of the central business district in Pueblo, Colorado. The commercial buildings in the area lie primarily along Union Avenue and Victoria Ave along the four intersecting streets of East and West "B," "C," and "D" and South Grand. The district has a total of 87 properties. Of this number, 70 contribute to the historic and architectural integrity of the district; 9 are more modern, noncontributing structures; and 8 are vacant lots. When taken together, the structures form a record of commercial architecture in Pueblo and evidence of the changes which have taken place in the course of time. The Historic District maintains the feeling and association of a late nineteenth/early twentieth century commercial area.

One of Pueblo's most prominent skyline features is the Power Plant's steel smokestack rising to a height of more than 270' and masonry smokestack rising 160'. In the context of the city's surrounding landscape, the Power Plant is historically significant for its role in the evolution of the power industry in Southern Colorado. For ninety years it provided electrical service to Pueblo and Surrounding Southern Colorado towns.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

1908, 1912 West Street
North Side Historic District

See historic district description. Pending individual survey details.

Listings outside the city limits within the County of Pueblo (alphabetical by address)

CO-96 (West of Pueblo at State Highway 96 and Siloam Road; 38.257344, -104.690931)
Goodnight Barn

Pending copy of survey. See GoodnightBarnPueblo.org for restoration committee.

9112 Pueblo Mountain Park Rd, Beulah, CO 81023 (West of Pueblo at State Road 78; 38.0487338, -104.9987869)
Pueblo Mountain Park

Pending copy of survey.

1706 Roselawn Road
Roselawn Cemetery

Pending copy

1900 – 1910 Sante Fe Avenue
Commercial building

[Copy narrative from HPC-17-03 p 3.]

1917 Sante Fe Avenue
Commercial building

[Copy narrative from HPC-17-03 p 4.]

2000 Sante Fe Avenue
Commercial building

[Copy narrative from HPC-17-03 p 4.]

2001 Sante Fe Avenue
Residence

[Copy narrative from HPC-17-03 p 4.]

2021 Sante Fe Avenue
Six commercial and residential buildings

[Copy narrative from HPC-17-03 p 4.]

2405 Sante Fe Avenue
Residence

[Copy narrative from HPC-17-03 p 4.]

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

2507 Sante Fe Avenue
Residence

[Copy narrative from HPC-17-03 p 4.]

25100 East US Highway 50
Commercial building

[Copy narrative from HPC-17-03 p 4.]

Unknown Address
B.B. Fields Trading Post

Pending copy of survey

Note: Several historic resources pending listing.

Pueblo Inventory of Cultural Resources
Summary Table

Printed 10/29/2020

2017	2018	2019	2020	NOTE
260	263	263	263	total places listed on one or more historic registries (some places are listed on multiple registries)
232	235	235	235	total places with historic integrity (most relevant for reporting)
				Pueblo Inventory of Cultural Resources
260	263	263	263	total places listed on local registry
234	237	237	237	places with local historic integrity (this is most relevant for Pueblo)
81	84	84	84	local landmarks
2	2	2	2	zoned H-B and not associated with historic districts
153	153	153	153	contributing to local historic districts
26	26	26	26	non-contributing to local historic districts
18	18	18	18	(opted out of local historic districts)
				Colorado State Historical Registry
7	7	7	7	places listed on state registry
5	5	5	5	(not listed on other registers)
				National Register of Historic Places
124	125	125	125	total places listed on national registry
115	115	115	115	places with historic integrity (national)
49	49	49	49	listed on the National Register (these are also local landmarks)
3	3	3	3	listed on the National Register (outside City limits and not local landmarks)
63	63	63	63	contributing to national historic districts (these are also local contributors to districts)
9	10	10	10	non-contributoring to national historic districts

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
212	West	03rd	Street	Henkel-Duke Mercantile Company \	1895		1	9/9/2002	6888			
403	East	04th	Street	Sweeny Feed Mill, the	1896		1	8/26/2006				
1402	East	07th	Street	Saint Leander Church			1	8/9/2010	8249			
1438	East	07th	Street	Saint Leander School	1914		1	8/9/2010	8250			
408	West	07th	Street	Rood Candy Company Building			1	9/9/2002	6888			
215	West	10th	Street	Pueblo County Courthouse	1908		1	9/9/2002	6888			
310	West	11th	Street	First Methodist Church of Pueblo			1	3/26/2007				
401	West	11th	Street	Fitch Terrace			1	9/9/2002	6888			
417	West	11th	Street	White, Asbury, House			1	9/9/2002	6888			
229	West	12th	Street	Bowen Mansion	1892		1	9/9/2002	6888			
727	West	13th	Street	The Edgar Olin House			1	9/13/2004				
1301	West	13th	Street	Colorado State Hospital Superintendent's House			1	9/9/2002	6888			
419	West	14th	Street	Rosemount / Thatcher Mansion			1	9/9/2002	6888			
325	West	15th	Street	Baxter House / Bishop's House			1	9/9/2002	6888			
425	West	15th	Street	Beaumont, Allen J., House	1889		1	9/9/2002	6888			
303	West	17th	Street							North Side, the (phase 1)	1	
605	West	17th	Street							North Side, the (phase 1)		1
302	West	18th	Street							North Side, the (phase 1)	1	
315	West	18th	Street							North Side, the (phase 1)		1
317	West	18th	Street							North Side, the (phase 1)		1
321	West	18th	Street							North Side, the (phase 1)		1
325	West	18th	Street							North Side, the (phase 1)		1
401	West	18th	Street							North Side, the (phase 1)		1
409	West	18th	Street							North Side, the (phase 1)	1	
419	West	18th	Street							North Side, the (phase 1)	1	
420	West	18th	Street	Church of the Ascension / Ascension Episcopal Church						North Side, the (phase 1)	1	
420	West	18th	Street							North Side, the (phase 1)		1
423	West	18th	Street							North Side, the (phase 1)	1	
425	West	18th	Street							North Side, the (phase 1)	1	
529	West	18th	Street							North Side, the (phase 1)	1	
611	West	18th	Street							North Side, the (phase 1)	1	
615	West	18th	Street							North Side, the (phase 1)		1
203	West	19th	Street							North Side, the (phase 2)		

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
207	West	19th	Street	James R. and Della M. Davies House	1909					North Side, the (phase 2)	1	
209	West	19th	Street	James L. Lovern House	1908					North Side, the (phase 2)	1	
307	West	19th	Street	Benjamin Franklin Koperlik House	1921					North Side, the (phase 2)	1	
309	West	19th	Street	Judge J. Arthur Phelps House	1922					North Side, the (phase 2)	1	
311	West	19th	Street	William Peace House	1923					North Side, the (phase 2)	1	
411	West	19th	Street	Frank & Alice McAvoy House	1929					North Side, the (phase 2)	1	
415	West	19th	Street	Samuel R. Risley House	1906					North Side, the (phase 2)	1	
419	West	19th	Street	Royal W. Olson House	1913					North Side, the (phase 2)	1	
425	West	19th	Street	Dr. Edwin W. Varley House	1904					North Side, the (phase 2)	1	
517	West	19th	Street							North Side, the (phase 2)		
519	West	19th	Street	George B. Eberenz House	1903					North Side, the (phase 2)	1	
521	West	19th	Street	David M. Campbell House	1903					North Side, the (phase 2)	1	
615	West	19th	Street							North Side, the (phase 2)		
616	West	19th	Street							North Side, the (phase 1)	1	
619	West	19th	Street	J. Robert & Lena D. Duckworth Hou	1914					North Side, the (phase 2)	1	
620	West	19th	Street							North Side, the (phase 1)		1
621	West	19th	Street	Leold "Leo" Guggenheim House	1911					North Side, the (phase 2)	1	
624	West	19th	Street							North Side, the (phase 1)	1	
625	West	19th	Street	Edward C. Teller House	1909					North Side, the (phase 2)	1	
210	West	20th	Street							North Side, the (phase 2)		
306	West	20th	Street							North Side, the (phase 2)		
316	West	20th	Street							North Side, the (phase 2)		
416	West	20th	Street	Morton & Ruth Rechnitz House	1929					North Side, the (phase 2)	1	
418	West	20th	Street	Everett Day Duplex	1930					North Side, the (phase 2)	1	
614	West	20th	Street	William R. & Vera M. Dunn House	1952					North Side, the (phase 2)	1	
616	West	20th	Street							North Side, the (phase 2)		
620	West	20th	Street							North Side, the (phase 2)		
622	West	20th	Street	Leonard C. Gibbens House	1915					North Side, the (phase 2)	1	
415	East	Abriendo	Avenue	McClelland Orphanage	1935		1	9/9/2002	6888			
100	West	Abriendo	Avenue	Christopher Columbus Monument, the			1	5/23/2011	R-12157			
300	West	Abriendo	Avenue	Walter, Martin, House	1906		1	9/9/2002	6888			
100	West	B	Street	Depot Annex (Post Office Terminal	1922; 1950			9/9/2002	6888	Union Avenue	1	
103	West	B	Street	William Strait Block (Stores & Apart	1890					Union Avenue	1	

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
113	West	B	Street	Coors Building; Vendome Hotel	1903	4/8/1985				Union Avenue	1	
117	West	B	Street	Unionia Newspaper	1905	4/8/1985				Union Avenue	1	
121	West	B	Street	Hotel and Tavern; Arcade Building	1904	4/8/1985				Union Avenue	1	
132	West	B	Street	Union Depot	1890	4/8/1985				Union Avenue	1	
132	West	B	Street	Santa Fe Locomotive #2912	1944		1	9/9/2002	6888			
200	West	B	Street		1889	4/8/1985		9/9/2002	6888	Union Avenue	1	
223	West	B	Street	Rio Grande Freight House		1		Z-98-16	6375			
905		Berkley	Avenue	Hazerlhurst / Berkley House	1895		1	9/9/2002	6888			
116		Broadway	Avenue	Hose Company #3	1898		1	7/24/2006				
126		Broadway	Avenue	South Pueblo Lodge #31			1	12/12/2005				
400		Broadway	Avenue	First Methodist Episcopal Church /	1902		1	9/9/2002	6888			
116	East	C	Street	Store	1883	4/8/1985		9/9/2002	6888	Union Avenue	1	
215		Canal	Street	Minnequa Steel Works Office Buildi	1901		1	9/9/2002	6888			
225		Canal	Street	Minnequa Steel Works Dispensary	1902		1	9/9/2002	6888			
38		Carlile	Place	Tooke-Nuckolls House	1891		1	9/9/2002	6888			
44		Carlile	Place	Carlile, James N., House	1872		1	9/9/2002	6888			
119		Central	Plaza	Tutt Building	1890		1	9/9/2002	6888			
1		City Hall	Place	City Hall	1917	4/8/1985				Union Avenue	1	
1		City Hall	Place	Memorial Auditorium	1919	4/8/1985				Union Avenue	1	
330		Colorado	Avenue	J.A. Wayland House, the			1	7/12/2010	8250			
501		Colorado	Avenue	Galligan House	1891		1	9/9/2002	6888			
1801		Court	Street							North Side, the (phase 1)	1	
1805		Court	Street							North Side, the (phase 1)		
1821		Court	Street							North Side, the (phase 1)	1	
1825		Court	Street							North Side, the (phase 1)	1	
1827		Court	Street							North Side, the (phase 1)	1	
1901		Court	Street	Barndollar-Stone-Work House, the			1	8/14/2006		North Side, the (phase 2)		
1906		Court	Street	Barndollar-Gann House	1889		1	9/9/2002	6888	North Side, the (phase 1)	1	
1910		Court	Street	Adelbert A. Weiland house	1914					North Side, the (phase 2)	1	
1912		Court	Street	Ralph B. Ferris House	1908					North Side, the (phase 2)		1
1917		Court	Street	Robert Anderson House; John Fred	1904					North Side, the (phase 2)	1	
1918		Court	Street							North Side, the (phase 2)		
1921		Court	Street							North Side, the (phase 2)		

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
1922		Court	Street	Rolland L. Phillips House	1923					North Side, the (phase 2)	1	
1926		Court	Street	Kenneth V. & Ruth R. Means House	1956					North Side, the (phase 2)		1
1927		Court	Street	Charles T. Strots House	1900					North Side, the (phase 2)	1	
1930		Court	Street	Edwin E. Churchill House	1896					North Side, the (phase 2)	1	
1409		Craig	Street	Duke, Nathaniel W., House	1889		1	9/9/2002	6888			
112	West	D	Street		1904	4/8/1985				Union Avenue	1	
535		Dittmer	Avenue	Florman House, the			1	11/22/2004				
1701	North	Elizabeth	Street							North Side, the (phase 1)	1	
1709	North	Elizabeth	Street							North Side, the (phase 1)		1
1800	North	Elizabeth	Street							North Side, the (phase 1)	1	
1801	North	Elizabeth	Street							North Side, the (phase 1)	1	
1810	North	Elizabeth	Street							North Side, the (phase 1)		1
1819	North	Elizabeth	Street	Morey Bernstein House, the	1926		1	10/11/2005		North Side, the (phase 1)	1	
1827	North	Elizabeth	Street							North Side, the (phase 1)	1	
1830	North	Elizabeth	Street							North Side, the (phase 1)	1	
1901	North	Elizabeth	Street	Edward Frederick Brown House	1904					North Side, the (phase 2)	1	
1909	North	Elizabeth	Street	La Mont B. Beach House	1909					North Side, the (phase 2)		1
1910	North	Elizabeth	Street	Helander-King House	1900					North Side, the (phase 2)	1	
1911	North	Elizabeth	Street	John J. Jenkins House	1904					North Side, the (phase 2)	1	
1914	North	Elizabeth	Street	Edwin E. Douglass House	1906					North Side, the (phase 2)	1	
1915	North	Elizabeth	Street	Edgar T. Pate House	1923					North Side, the (phase 2)	1	
1919	North	Elizabeth	Street	John W. Davidson House	1902					North Side, the (phase 2)	1	
1920	North	Elizabeth	Street							North Side, the (phase 2)		
1921	North	Elizabeth	Street	Brooking-Howard House	1900					North Side, the (phase 2)	1	
1922	North	Elizabeth	Street	Kenneth McCabe House	1920					North Side, the (phase 2)		1
1924	North	Elizabeth	Street	Max Schwer House	1914					North Side, the (phase 2)	1	
1925	North	Elizabeth	Street	Edward V. Garnett House	1904					North Side, the (phase 2)	1	
1930	North	Elizabeth	Street	Finney-Clark House	1913					North Side, the (phase 2)	1	
2121	North	Elizabeth	Street	Frazier, R.T., House	1915		1	9/9/2002	6888			
1201		Elm	Street	Gus' Place			1	8/10/2009				
1143	East	Evans	Avenue	Swartz Block / Odd Fellows Hall			1	3/9/2009	7982			
1201	East	Evans	Avenue	Bessemer Fire Station, the			1	8/8/2005				
228	West	Evans	Avenue	First Congregational Church	1889		1	9/9/2002	6888			

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
800		Goodnight	Avenue	City Park Carousel	1914		1	9/9/2002	6888			
1025	North	Grand	Avenue	Sacred Heart Cathedral	1913		1	9/9/2002	6888			
1325	North	Grand	Avenue	Temple Emanuel	1900		1	9/9/2002	6888			
1812	North	Grand	Avenue							North Side, the (phase 1)	1	
1825	North	Grand	Avenue	Rice, Ward, House	1892		1	9/9/2002	6888	North Side, the (phase 1)	1	
1827	North	Grand	Avenue							North Side, the (phase 1)	1	
1901	North	Grand	Avenue	Albert Elliot House	1908					North Side, the (phase 2)	1	
1903	North	Grand	Avenue	William Henry House	1908					North Side, the (phase 2)	1	
1905	North	Grand	Avenue							North Side, the (phase 2)		
1907	North	Grand	Avenue							North Side, the (phase 2)		
1912	North	Grand	Avenue	Clarence B. Douglas House	1924					North Side, the (phase 2)	1	
1913	North	Grand	Avenue	Eugene F. Ford House	1903					North Side, the (phase 2)	1	
1915	North	Grand	Avenue	Edward J. Scott House	1888					North Side, the (phase 2)	1	
1918	North	Grand	Avenue	Paul L. Wright House	1929					North Side, the (phase 2)	1	
1919	North	Grand	Avenue	John J. Crow House	1909					North Side, the (phase 2)	1	
1921	North	Grand	Avenue	Lloyd H. Benning House	1920					North Side, the (phase 2)	1	
1922	North	Grand	Avenue	Jacob Blum House	1905					North Side, the (phase 2)	1	
1925	North	Grand	Avenue	Ralph H. Redak House	1926					North Side, the (phase 2)	1	
1930	North	Grand	Avenue	Louis W. Biele House	1900					North Side, the (phase 2)	1	
2201	North	Grand	Avenue	Streit, J.L., House	1888		1	9/9/2002	6888			
107	South	Grand	Avenue	La Veta Place and Mercantile Buildi	1891		1	6/13/2016	9000			
217	South	Grand	Avenue	Vail Hotel	1911	4/8/1985		9/9/2002	6888	Union Avenue	1	
219	South	Grand	Avenue	Star Journal, the	1904	4/8/1985		9/9/2002	6888	Union Avenue	1	
1325	North	Greenwood	Street	Pryor, Frank, House	1889		1	9/9/2002	6888			
1401	North	Greenwood	Street	Hartman / Hoag House, the			1	10/25/2004				
1801	North	Greenwood	Street	Gast Mansion	1892		1	9/9/2002	6888	North Side, the (phase 1)	1	
1912	North	Greenwood	Street	Nancy J. Mize House	1903					North Side, the (phase 2)	1	
1914	North	Greenwood	Street							North Side, the (phase 2)		
1915	North	Greenwood	Street	Ambrose V. Bradford House	1890					North Side, the (phase 2)	1	
1916	North	Greenwood	Street	Robert Kershaw House	1901					North Side, the (phase 2)	1	
1917	North	Greenwood	Street	Mary & Mabel Meyers House	1906					North Side, the (phase 2)	1	
1918	North	Greenwood	Street	Dr. Augustus J. Monahan House	1903					North Side, the (phase 2)	1	

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
1919	North	Greenwood	Street	Jesse A. Rood House	1899					North Side, the (phase 2)		1
1919	North	Greenwood	Street							North Side, the (phase 2)		
1920	North	Greenwood	Street	Milton c. Potter House	1903					North Side, the (phase 2)	1	
1925	North	Greenwood	Street	William Peach House	1903					North Side, the (phase 2)	1	
1927	North	Greenwood	Street	Morris C. Johnson House	1906					North Side, the (phase 2)	1	
1930	North	Greenwood	Street							North Side, the (phase 2)		
2920		High	Street	Star Journal Model Home	1927		1	9/9/2002	6888			
1005		Lake	Avenue	William J. Anderson House, the			1	7/25/2011	8378			
1007		Lake	Avenue	J. Euclid Miles House, the			1	5/24/2010	8215			
1013		Lake	Avenue	K.M. Flynn House, the			1	6/11/2012				
2130		Lake	Avenue	Coronado Lodge			1	3/30/2020				
201		Lamkin	Street			1		Z-97-14	6278; 6330			
611		Logan	Avenue	Saint Francis Xavier Church			1	7/25/2011				
207	North	Main	Street	Mechanics Building / Masonic Build	1891		1	9/9/2002	6888			
225	North	Main	Street	Montgomery Ward Building	1936		1	9/9/2002	6888			
300	North	Main	Street	Whitcomb Block / Pueblo Savings &	1896		1	6/11/2018	9294			
401	North	Main	Street	Colorado Building	1925		1	9/9/2002	6888			
421	North	Main	Street	Pueblo Federal Building / U.S. Post	1897		1	9/9/2002	6888			
1911	North	Main	Street	Walter E. Scott Sr. House	1904					North Side, the (phase 2)	1	
1915	North	Main	Street	Willard S. Kettering House	1926					North Side, the (phase 2)	1	
1929	North	Main	Street	Walter E. Scott House	1911					North Side, the (phase 2)	1	
101	South	Main	Street		1910	4/8/1985				Union Avenue	1	
227	South	Main	Street		1883	4/8/1985				Union Avenue	1	
231	South	Main	Street		1883	4/8/1985				Union Avenue	1	
211	East	Mesa	Avenue	Saint Mary's School			1	11/24/2003				
900	West	Mesa	Avenue	Edison School	1909		1	9/9/2002	6888			
226		Michigan	Street	Saint Patrick's Church	1882		1	5/24/2004	7152			
3455		Nuckolls	Avenue	Pueblo City Park Zoo	1940		1	9/9/2002	6888			
102		Oneida	Avenue	Quaker Flour Mill / Abel Engineerin	1869		1	9/9/2002	6888			
101	East	Orman	Avenue	Stickney, Charles, H., House	1890		1	9/9/2002	6888			
102	East	Orman	Avenue	Orman-Adams House	1890		1	9/9/2002	6888			
215	East	Orman	Avenue	Keating School	1927		1	9/9/2002	6888			
220	West	Orman	Avenue	Dr. William T.H. and Lurena Baker H	1912		1	10/24/2014	8789			

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
431	East	Pitkin	Avenue	Central High School	1881		1	9/9/2002	6888			
102	West	Pitkin	Avenue	Black, Dr. John A., House Complex	1910		1	9/9/2002	6888			
114	West	Pitkin	Avenue	Black, Dr. John A., House Complex	1910		1	9/9/2002	6888			
302	West	Pitkin	Avenue	Number 1 Pitkin Place	1893			9/9/2002	6888	Pitkin Place	1	
306	West	Pitkin	Avenue	Number 2 Pitkin Place	1893			9/9/2002	6888	Pitkin Place	1	
310	West	Pitkin	Avenue	Number 3 Pitkin Place	1893			9/9/2002	6888	Pitkin Place	1	
314	West	Pitkin	Avenue	Number 4 Pitkin Place	1892			9/9/2002	6888	Pitkin Place	1	
318	West	Pitkin	Avenue	Number 5 Pitkin Place	1892			9/9/2002	6888	Pitkin Place	1	
322	West	Pitkin	Avenue	Number 6 Pitkin Place	1911			9/9/2002	6888	Pitkin Place	1	
326	West	Pitkin	Avenue	Number 7 Pitkin Place	1895			9/9/2002	6888	Pitkin Place	1	
229		Quincy	Street	King, Dr. Alexander T., House	1891		1	9/9/2002	6888			
215	West	Routt	Avenue	King, Dr. Alexander T., Carriage Hou	1891		1	9/9/2002	6888			
201	North	Santa Fe	Avenue	Holden Block	1881		1	4/14/2003				
221	North	Santa Fe	Avenue	Studzinski Block	1882		1	4/14/2003				
418	North	Santa Fe	Avenue	BPOE Pueblo Lodge No. 90 Annex			1	10/8/2018	9351			
426	North	Santa Fe	Avenue	Numa Hotel / Saint James Hotel / BPOE Pueblo Lodge No			1	10/8/2018	9351			
801	North	Santa Fe	Avenue	YWCA-Pueblo	1935		1	9/9/2002	6888			
1500	North	Santa Fe	Avenue	Lake Clara band shell					7269	Mineral Palace Park	1	
1500	North	Santa Fe	Avenue	Lake Clara boathouse and pavilion					7269	Mineral Palace Park	1	
1500	North	Santa Fe	Avenue	Lake Clara original portion of retaining walls					7269	Mineral Palace Park	1	
1500	North	Santa Fe	Avenue	Main Street entrance gate					7269	Mineral Palace Park	1	
1500	North	Santa Fe	Avenue	Pathways defining the formal garden (originally rose garden)					7269	Mineral Palace Park	1	
1500	North	Santa Fe	Avenue	Ranger station and accessory building at the northeast side					7269	Mineral Palace Park	1	
1500	North	Santa Fe	Avenue	Remaining park road walls constructed during historic period					7269	Mineral Palace Park	1	
650	South	Santa Fe	Avenue	Santa Fe Avenue Bridge			1	9/9/2002	6888			
2315		Sprague	Street	Sacred Heart Orphanage	1903		1	9/9/2002	6888			
1000		Spruce	Street	Saint John's Greek Orthodox Church	1907		1	9/9/2002	6888			
101	North	Union	Avenue	Riverside Building	1890	4/8/1985		9/9/2002	6888	Union Avenue	1	
105	North	Union	Avenue	Bayle Block	1889	4/8/1985		9/9/2002	6888	Union Avenue	1	
111	North	Union	Avenue	Store and Offices	1950	4/8/1985		9/9/2002	6888	Union Avenue		1
230	North	Union	Avenue		1887	4/8/1985				Union Avenue	1	
315	North	Union	Avenue	El Pueblo Archaeological Site	1842		1	9/9/2002	6888			
101	South	Union	Avenue							Union Avenue		1

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
105	South	Union	Avenue	Boyle Block / Sam Nelson Furniture	1889	4/8/1985				Union Avenue	1	
109	South	Union	Avenue		1950	4/8/1985				Union Avenue		1
118	South	Union	Avenue		1920	4/8/1985				Union Avenue	1	
121	South	Union	Avenue	Erickson Block	1902	4/8/1985				Union Avenue	1	
122	South	Union	Avenue		1905	4/8/1985				Union Avenue	1	
123	South	Union	Avenue		1921	4/8/1985				Union Avenue	1	
124	South	Union	Avenue		1905	4/8/1985				Union Avenue	1	
126	South	Union	Avenue		1905	4/8/1985				Union Avenue	1	
128	South	Union	Avenue	Price Block	1883	4/8/1985				Union Avenue	1	
130	South	Union	Avenue	Gold Dust Block	1889	4/8/1985				Union Avenue	1	
131	South	Union	Avenue		1925	4/8/1985				Union Avenue	1	
133	South	Union	Avenue		1925	4/8/1985				Union Avenue	1	
201	South	Union	Avenue	Union Avenue Livery (Headlight Live	1920	4/8/1985				Union Avenue		1
204	South	Union	Avenue	Kitchen Block	1883	4/8/1985				Union Avenue		1
206	South	Union	Avenue		1891	4/8/1985				Union Avenue	1	
207	South	Union	Avenue		1920	4/8/1985				Union Avenue	1	
211	South	Union	Avenue		1937	4/8/1985				Union Avenue	1	
214	South	Union	Avenue		1900	4/8/1985				Union Avenue	1	
215	South	Union	Avenue		1921	4/8/1985				Union Avenue		1
217	South	Union	Avenue		1990	4/8/1985				Union Avenue		1
218	South	Union	Avenue		1924	4/8/1985				Union Avenue	1	
220	South	Union	Avenue		1921	4/8/1985				Union Avenue	1	
222	South	Union	Avenue		1881	4/8/1985				Union Avenue	1	
223	South	Union	Avenue		1905	4/8/1985				Union Avenue	1	
224	South	Union	Avenue		1893	4/8/1985				Union Avenue	1	
226	South	Union	Avenue		1887	4/8/1985				Union Avenue	1	
229	South	Union	Avenue		1896	4/8/1985				Union Avenue	1	
230	South	Union	Avenue	DeRemer Block	1882	4/8/1985				Union Avenue	1	
231	South	Union	Avenue		1881	4/8/1985				Union Avenue	1	
232	South	Union	Avenue		1893	4/8/1985				Union Avenue	1	
304	South	Union	Avenue	Donnegan Block	1893	4/8/1985				Union Avenue	1	
307	South	Union	Avenue			4/8/1985				Union Avenue		1
309	South	Union	Avenue	Store	1883	4/8/1985				Union Avenue	1	
311	South	Union	Avenue	Stores	1905	4/8/1985				Union Avenue	1	
315	South	Union	Avenue	Storage	1921	4/8/1985				Union Avenue	1	

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
317	South	Union	Avenue	Tavern	1883	4/8/1985				Union Avenue	1	
319	South	Union	Avenue	Stores	1920	4/8/1985				Union Avenue	1	
320	South	Union	Avenue		1893	4/8/1985				Union Avenue		1
325	South	Union	Avenue		1896	4/8/1985				Union Avenue	1	
327	South	Union	Avenue	William Strait Block	1893	4/8/1985				Union Avenue	1	
330	South	Union	Avenue	McLaughlin Building	1891	4/8/1985				Union Avenue	1	
400	South	Union	Avenue	Holmes Hardware	1915	4/8/1985				Union Avenue	1	
100	North	Victoria	Avenue			4/8/1985				Union Avenue		1
102	South	Victoria	Avenue		1893	4/8/1985				Union Avenue	1	
104	South	Victoria	Avenue		1905	4/8/1985				Union Avenue	1	
105	South	Victoria	Avenue	Pueblo Power Plant			1	5/14/2018	9268			
1908		West	Street	Dr. Ray R. Taylor House	1919					North Side, the (phase 2)	1	
1912		West	Street	Robert C. Innes House	1921					North Side, the (phase 2)	1	

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
212	West	03rd	Street			1	5/17/1984						#84000881	5PE.580; 8254
403	East	04th	Street											
1402	East	07th	Street											
1438	East	07th	Street											
408	West	07th	Street			1	5/17/1984							5PE.618
215	West	10th	Street			1	6/27/1975						75000534	5PE.492
310	West	11th	Street											
401	West	11th	Street			1	10/2/1986							5PE.4199
417	West	11th	Street			1	10/11/1984							5PE.4200
229	West	12th	Street			1	1/9/1978						78000877	5PE.493
727	West	13th	Street											
1301	West	13th	Street			1	9/26/1985							5PE.527.2
419	West	14th	Street			1	7/30/1974							5PE.491
325	West	15th	Street			1	2/17/1978						78000876	5PE.497
425	West	15th	Street			1	8/18/1983						83001328	5PE.4201
303	West	17th	Street	6/30/2008	7721									
605	West	17th	Street	6/30/2008	7721									
302	West	18th	Street	6/30/2008	7721									
315	West	18th	Street	6/30/2008	7721									
317	West	18th	Street	6/30/2008	7721									
321	West	18th	Street	6/30/2008	7721									
325	West	18th	Street	6/30/2008	7721									
401	West	18th	Street	6/30/2008	7721									
409	West	18th	Street	6/30/2008	7721									
419	West	18th	Street	6/30/2008	7721									
420	West	18th	Street	6/30/2008	7721									5PE.4175
420	West	18th	Street	6/30/2008	7721									
423	West	18th	Street	6/30/2008	7721									
425	West	18th	Street	6/30/2008	7721									
529	West	18th	Street	6/30/2008	7721									
611	West	18th	Street	6/30/2008	7721									
615	West	18th	Street	6/30/2008	7721									
203	West	19th	Street	2/11/2013	8551									

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
207	West	19th	Street	2/11/2013	8551									
209	West	19th	Street	2/11/2013	8551									
307	West	19th	Street	2/11/2013	8551									
309	West	19th	Street	2/11/2013	8551									
311	West	19th	Street	2/11/2013	8551									
411	West	19th	Street	2/11/2013	8551									
415	West	19th	Street	2/11/2013	8551									
419	West	19th	Street	2/11/2013	8551									
425	West	19th	Street	2/11/2013	8551									
517	West	19th	Street	2/11/2013	8551									
519	West	19th	Street	2/11/2013	8551									
521	West	19th	Street	2/11/2013	8551									
615	West	19th	Street	2/11/2013	8551									
616	West	19th	Street	6/30/2008	7721									
619	West	19th	Street	2/11/2013	8551									
620	West	19th	Street	6/30/2008	7721									
621	West	19th	Street	2/11/2013	8551									
624	West	19th	Street	6/30/2008	7721									
625	West	19th	Street	2/11/2013	8551									
210	West	20th	Street	2/11/2013	8551									
306	West	20th	Street	2/11/2013	8551									
316	West	20th	Street	2/11/2013	8551									
416	West	20th	Street	2/11/2013	8551									
418	West	20th	Street	2/11/2013	8551									
614	West	20th	Street	2/11/2013	8551									
616	West	20th	Street	2/11/2013	8551									
620	West	20th	Street	2/11/2013	8551									
622	West	20th	Street	2/11/2013	8551									
415	East	Abriendo	Avenue				1/30/1992							5PE.4217
100	West	Abriendo	Avenue				5/23/2011							5PE.3162
300	West	Abriendo	Avenue				5/17/1984							5PE.4212
100	West	B	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
103	West	B	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
113	West	B	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
117	West	B	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
121	West	B	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
132	West	B	Street	4/8/1985	5216	1	4/1/1975	82001021	Union A	1		12/28/1982		5PE.494; 5PE.612
132	West	B	Street			1	9/13/1995							5PE.612.44
200	West	B	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
223	West	B	Street											5PE.1519
905		Berkley	Avenue			1	12/15/1978							5PE.500
116		Broadway	Avenue											
126		Broadway	Avenue											
400		Broadway	Avenue			1	11/14/1979							5PE.503
116	East	C	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
215		Canal	Street			1	6/6/2002							5PE.4179
225		Canal	Street			1	6/6/2002							5PE.4179
38		Carlile	Place			1	11/7/1985							5PE.4213
44		Carlile	Place			1	2/8/1985							5PE.4214
119		Central	Plaza			1	8/13/1983	83001331				8/18/1983		5PE.585
1		City Hall	Place	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
1		City Hall	Place	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
330		Colorado	Avenue											
501		Colorado	Avenue			1	6/3/1982							5PE.611
1801		Court	Street	6/30/2008	7721									
1805		Court	Street	6/30/2008	7721									
1821		Court	Street	6/30/2008	7721									
1825		Court	Street	6/30/2008	7721									
1827		Court	Street	6/30/2008	7721									
1901		Court	Street	2/11/2013	8551									
1906		Court	Street	6/30/2008	7721	1	11/7/1985						85002761	5PE.4205
1910		Court	Street	2/11/2013	8551									
1912		Court	Street	2/11/2013	8551									
1917		Court	Street	2/11/2013	8551									
1918		Court	Street	2/11/2013	8551									
1921		Court	Street	2/11/2013	8551									

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
1922		Court	Street	2/11/2013	8551									
1926		Court	Street	2/11/2013	8551									
1927		Court	Street	2/11/2013	8551									
1930		Court	Street	2/11/2013	8551									
1409		Craig	Street			1	2/8/1985							5PE.4204
112	West	D	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
535		Dittmer	Avenue											
1701	North	Elizabeth	Street	6/30/2008	7721									
1709	North	Elizabeth	Street	6/30/2008	7721									
1800	North	Elizabeth	Street	6/30/2008	7721									
1801	North	Elizabeth	Street	6/30/2008	7721									
1810	North	Elizabeth	Street	6/30/2008	7721									
1819	North	Elizabeth	Street	6/30/2008	7721									
1827	North	Elizabeth	Street	6/30/2008	7721									
1830	North	Elizabeth	Street	6/30/2008	7721									
1901	North	Elizabeth	Street	2/11/2013	8551									
1909	North	Elizabeth	Street	2/11/2013	8551									
1910	North	Elizabeth	Street	2/11/2013	8551									
1911	North	Elizabeth	Street	2/11/2013	8551									
1914	North	Elizabeth	Street	2/11/2013	8551									
1915	North	Elizabeth	Street	2/11/2013	8551									
1919	North	Elizabeth	Street	2/11/2013	8551									
1920	North	Elizabeth	Street	2/11/2013	8551									
1921	North	Elizabeth	Street	2/11/2013	8551									
1922	North	Elizabeth	Street	2/11/2013	8551									
1924	North	Elizabeth	Street	2/11/2013	8551									
1925	North	Elizabeth	Street	2/11/2013	8551									
1930	North	Elizabeth	Street	2/11/2013	8551									
2121	North	Elizabeth	Street			1	6/19/1985							5PE.4206
1201		Elm	Street											
1143	East	Evans	Avenue											
1201	East	Evans	Avenue											
228	West	Evans	Avenue			1	3/8/1985							5PE.4209

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
800		Goodnight	Avenue			1	4/21/1983							5PE.615
1025	North	Grand	Avenue			1	2/21/1989							5PE.1125
1325	North	Grand	Avenue			1	3/14/1996							5PE.4202
1812	North	Grand	Avenue	6/30/2008	7721									
1825	North	Grand	Avenue	6/30/2008	7721	1	11/7/1985							5PE.4207
1827	North	Grand	Avenue	6/30/2008	7721									
1901	North	Grand	Avenue	2/11/2013	8551									
1903	North	Grand	Avenue	2/11/2013	8551									
1905	North	Grand	Avenue	2/11/2013	8551									
1907	North	Grand	Avenue	2/11/2013	8551									
1912	North	Grand	Avenue	2/11/2013	8551									
1913	North	Grand	Avenue	2/11/2013	8551									
1915	North	Grand	Avenue	2/11/2013	8551									
1918	North	Grand	Avenue	2/11/2013	8551									
1919	North	Grand	Avenue	2/11/2013	8551									
1921	North	Grand	Avenue	2/11/2013	8551									
1922	North	Grand	Avenue	2/11/2013	8551									
1925	North	Grand	Avenue	2/11/2013	8551									
1930	North	Grand	Avenue	2/11/2013	8551									
2201	North	Grand	Avenue			1	9/20/1984							5PE.4208
107	South	Grand	Avenue											
217	South	Grand	Avenue	4/8/1985	5216	1	12/18/1978	82001021	Union A	1		12/28/1982		5PE.501; 5PE.612
219	South	Grand	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
1325	North	Greenwood	Street			1	2/8/1985	85000231						5PE.4203
1401	North	Greenwood	Street											
1801	North	Greenwood	Street	6/30/2008	7721	1	6/3/1982							5PE.483
1912	North	Greenwood	Street	2/11/2013	8551									
1914	North	Greenwood	Street	2/11/2013	8551									
1915	North	Greenwood	Street	2/11/2013	8551									
1916	North	Greenwood	Street	2/11/2013	8551									
1917	North	Greenwood	Street	2/11/2013	8551									
1918	North	Greenwood	Street	2/11/2013	8551									

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
1919	North	Greenwood	Street	2/11/2013	8551									
1919	North	Greenwood	Street	2/11/2013	8551									
1920	North	Greenwood	Street	2/11/2013	8551									
1925	North	Greenwood	Street	2/11/2013	8551									
1927	North	Greenwood	Street	2/11/2013	8551									
1930	North	Greenwood	Street	2/11/2013	8551									
2920		High	Street			1	2/16/1984							5PE.4216
1005		Lake	Avenue											
1007		Lake	Avenue											
1013		Lake	Avenue											
2130		Lake	Avenue			1	3/30/2020	SG100005146						
201		Lamkin	Street											
611		Logan	Avenue											
207	North	Main	Street			1	6/16/1983	83001330						5PE.556
225	North	Main	Street			1	12/24/1996							5PE.557
300	North	Main	Street											5PE.1198
401	North	Main	Street			1	4/17/1992							5PE.559
421	North	Main	Street			1	1/3/1978							5PE.498
1911	North	Main	Street	2/11/2013	8551									
1915	North	Main	Street	2/11/2013	8551									
1929	North	Main	Street	2/11/2013	8551									
101	South	Main	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
227	South	Main	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
231	South	Main	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
211	East	Mesa	Avenue											
900	West	Mesa	Avenue			1	6/19/1985							5PE.4215
226		Michigan	Street											
3455		Nuckolls	Avenue			1	7/28/1995							5PE.587
102		Oneida	Avenue			1	9/30/1976							5PE.496
101	East	Orman	Avenue			1	2/8/1985							5PE.4210
102	East	Orman	Avenue			1	7/13/1976	76000567						5PE.495
215	East	Orman	Avenue			1								5PE.6160
220	West	Orman	Avenue			0								

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
431	East	Pitkin	Avenue			1	11/14/1979							5PE.502
102	West	Pitkin	Avenue			1	11/7/1985	85002760				11/7/1985		5PE.4211
114	West	Pitkin	Avenue			1	11/7/1985	85002760				11/7/1985		5PE.4211
302	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
306	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
310	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
314	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
318	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
322	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
326	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
229		Quincy	Street			1	4/21/1983							5PE.616
215	West	Routt	Avenue			1	4/21/1983							5PE.616
201	North	Santa Fe	Avenue											5PE.4144
221	North	Santa Fe	Avenue											5PE.4143
418	North	Santa Fe	Avenue											
426	North	Santa Fe	Avenue											
801	North	Santa Fe	Avenue			1	3/24/1980						#80000921	5PE.504
1500	North	Santa Fe	Avenue	8/13/2004										
1500	North	Santa Fe	Avenue	8/13/2004										
1500	North	Santa Fe	Avenue	8/13/2004										
1500	North	Santa Fe	Avenue	8/13/2004										
1500	North	Santa Fe	Avenue	8/13/2004										
1500	North	Santa Fe	Avenue	8/13/2004										
1500	North	Santa Fe	Avenue	8/13/2004										
650	South	Santa Fe	Avenue			1	10/15/2002						#02001149	5PE.3938
2315		Sprague	Street			1	3/3/1989							5PE.569
1000		Spruce	Street			1	2/28/2002							5PE.4219
101	North	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
105	North	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
111	North	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
230	North	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
315	North	Union	Avenue			1	2/16/1996							5PE.303
101	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
105	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
109	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
118	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
121	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
122	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
123	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
124	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
126	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
128	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
130	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
131	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
133	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
201	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
204	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
206	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
207	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
211	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
214	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
215	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
217	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
218	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
220	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
222	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
223	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
224	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
226	South	Union	Avenue	4/8/1985	5216	?	?	82001021	Union A	1		12/28/1982		5PE.612
229	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
230	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
231	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
232	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
304	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
307	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
309	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
311	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
315	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
317	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
319	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
320	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
325	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
327	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
330	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
400	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
100	North	Victoria	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
102	South	Victoria	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
104	South	Victoria	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
105	South	Victoria	Avenue											
1908		West	Street	2/11/2013	8551									
1912		West	Street	2/11/2013	8551									

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, January 26, 2022 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:
https://pueblo.zoom.us/j/7907749677?pwd=ZDF2d3p4NmRSZ1VCZ0J4akFCSjNFUT09

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: 790 774 9677
Passcode: 25436

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, Sarah Martinez, 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; Danielle Baxter, Planner; Melanie Turner, Interim Transportation Engineer and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to approve the agenda, Seconded by Spinuzzi.

Motion passed 7-0.

PUBLIC MEETING AND ACTION

1. **CP-22-01: Pueblo Regional Comprehensive Plan, January 2022, review, and recommendation.** Staff Report by Beritt Odom

Background:

Colorado Revised Statutes authorize municipalities and counties to prepare comprehensive plans as long-range planning guides. The comprehensive plan provides a framework for zoning, subdivision, annexation and other planning and land-use policies. The plan promotes the community's vision, goals, objectives, and policies, establishes a process for orderly growth and development, addresses both current and long-term needs. Comprehensive Plan elements include recreation and tourism (required by Colorado Statutes), transportation, land use, economic development, housing, water supply and conservation, sustainability, and urban design. Counties and municipalities generally update their Comprehensive Plans every 10 to 20 years to reflect the changing dynamics of a community and trends in development.

The current *Pueblo's Comprehensive Plan* (regional comprehensive plan including all of Pueblo County) was adopted by City Council in June of 2002 and has served as a guide for land use planning within the County for 20 years. The City of Pueblo has historically partnered with the Pueblo Area Council of Governments (PACOG) to act as the lead agency in developing the Comprehensive Plan that encompasses unincorporated Pueblo County, Pueblo's agricultural communities, municipalities, and Metropolitan Districts. The Pueblo County Planning Commission and the City of Pueblo Planning and Zoning Commission jointly serve as the Land Use Planning Committee ("Committee") to PACOG. The Committee studies and reviews, as required by law or as directed and assigned by PACOG, the City or County. The Pueblo Regional Comprehensive Plan is adopted separately by the Pueblo City Council and the Pueblo County Planning Commission. The goal is to maintain a common regional plan that can be utilized by Pueblo County and the City of Pueblo in reviewing future land use activities and proposals under a mutually agreed upon regional comprehensive plan.

Since 2002, the dynamics of Pueblo County have evolved. Pueblo's economic growth rate was the fourth highest among Colorado's metro areas. This is the result of a diversified economy and a growing number of individuals moving to Pueblo due to relative affordability and the temperate climate. Because of this, PACOG has embarked on an update to the Comprehensive Plan. Pueblo County received a $200,000 Department of Local Affairs EIAF Tier 1 grant to contract with a consulting team to create an updated Comprehensive Plan. The grant was matched with $250,000 provided by PACOG members. Clarion Associates were hired through a competitive bid process and began working with the Pueblo planning teams to draft the new Comprehensive Plan in November 2020.

***Pueblo Regional Comprehensive Plan, January 2022* Plan Elements:**

- Regional Goals and Policies-establishes goals and policies to:
    - Build a broader understanding of the region's shared vision and values.
    - Foster regional collaboration on a range of initiatives to help achieve that vision over the next 10-20 years; and
    - Inform day to day decision making in all areas of Pueblo County
- Regional Development Plan-establishes a framework for accommodating forecast residents and job and provides guidance to help the region consider other opportunities as they arise. It addresses the many factors that influence where and how the region will grow in the future.
    - Regional Growth Priorities,
    - Infrastructure and Services,
    - Evaluation Criteria for Major Projects,

    - Future Land Use Plan-guides future zoning actions within the City and County, and
    - Area-Specific Goals and Policies
- Implementation and Monitoring-highlights the major initiatives that will support the implementation of the Regional Comprehensive Plan over the next three years. Intended to be used as a tool to help inform the creation of:
    - Detailed work programs,
    - Capital improvement plans, and
    - Budgets
- Appendices
    - A. State of the County-analysis of infrastructure, economic base, neighborhoods and communities, key policy choices.
    - B. Fiscal Impact Findings-fiscal monitoring, City of Pueblo, Pueblo County, and Pueblo West Metro District models.
    - C. Scenario Outreach Materials
    - D. Tools and Best Practices to Support Agriculture-agriculture incentive programs, transfer, and purchase of development rights programs.
    - E. Community Engagement Summary-growth scenarios and key policy choices
    - F. Inventory of Cultural Resources-inventory of designated historic districts and properties within Pueblo.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission forward a recommendation to City Council for approval of the Pueblo Regional Comprehensive Plan, January 2022.

Clarion Associates:

Darcie White, Director Clarion Associates, provided an overview of the draft Comprehensive Plan. White stated that the Comprehensive Plan is a long-term plan, 10-20 years, that guides development and collaboration within Pueblo County. Developing the plan took 14 months to complete and was based on input from the community, elected officials, departmental and service provider work groups, in-person open houses, online input, and youth workshops. White stated that over 900 people participated in the online surveys.

White provided an overview of the plan's guiding principles, which include:

- Diverse lifestyles, attainable housing options
- Deepen our agricultural roots
- Help every community thrive
- Celebrate Pueblo
- A future ready economy and workforce
- Grow smarter
- Strengthen local and regional connections

All are important to strengthen the region and establish the goals and policies of the region. The plan also includes measures of success based on the guiding principles.

The land use portion is called the Regional Development Plan and will guide future land use decisions. The Regional Development Plan includes growth scenarios, that were presented to the community and various working groups. All groups preferred Growth Scenario C, Regional Centers, which focuses on prioritizing growth where infrastructure already exists; revitalization of

the downtown core area and neighborhoods; plans for redevelopment of vacant or declining commercial sites; support for established/emerging employment areas; protection of prime agricultural lands; more flexible land use categories; and slower growth/diversification in Pueblo West.

White provided an overview of the infrastructure and services by area, and the fiscal impact findings included in the plan. The plan includes evaluation criteria for major projects including criteria for each region to promote consistency with the regional plan and minimize potentially negative fiscal impacts on the City and County. The intent is for an Intergovernmental Agreement to be established to help solidify the partnership between the City and County on the evaluation criteria. Building on lessons learned from the 2002 plan and setting up the right tools to respond to future requests for development.

The Future Land Use Plan has three primary categories, neighborhoods, commercial and mixed-use areas, employment areas. The land use categories reflect the working groups interest in more flexible land use planning, providing primary and supporting land uses, density ranges to reflect built patters/desired outcomes, and distinctions in the scale, character, and mixture of uses. The Future Land Use Plan also provides area-specific goals and policies for the City of Pueblo, Pueblo West, Colorado City, St. Charles Mesa, Avondale, Rye, Boone, and Beulah Valley.

Plan goals and policies for the City include:

- Re-establish Downtown as a regional hub for living, working, and recreating.
- Promote reinvestment in the City's historic neighborhoods.
- Adapt the City's commercial centers and corridors to meet the changing needs of the community.
- Prioritize the development of vacant land within the city limits over the expansion of the community.
- Provide opportunities for the continued expansion and diversification of the region's employment base.

The final section of the plan is the Implementation Plan. The purpose of this section is to guide in the implementation of the plan over the next one to three years. Capital Improvement projects and work programs are intended to rely on the plan for guidance. This section will guide future development code regulations, including subdivision and zoning codes.

Commissioner Castellucci asked about the formation of the Title 32 Metropolitan Districts and if they would be a special type of metropolitan district? Scott Hobson, Acting Director of Planning and Community Development stated that a Title 32 District is a metropolitan district and is authorized under Title 32. If new areas are proposed to be developed outside of the city, the plan criteria would be used to evaluate the development proposal and the urban services proposed by the Title 32 District. Castellucci confirmed that the plan would be used to analyze whether the proposed development is appropriate based on criteria.

Commissioner Spinuzzi asked if Pueblo County would be adopting the same plan. Hobson stated that the City and County would be adopting the plan concurrently. The City and County would then coordinate on future amendments to the plan to keep the plan consistent between the two entities.

Commissioner Martinez asked about the major differences between the 2002 and 2022 Comprehensive Plan? Darcie White stated the primary differences are the regional goals and policies are much more extensive, focusing on land use and other considerations including health. Hobson concurred.

Scott Hobson stated that Pueblo County received a request from the Pueblo Chemical Depot to incorporate their master plan into the Regional Comprehensive Plan. The final Comprehensive Plan, adopted by the City and County, will include the Pueblo Plex Master Plan information.

HEARING:

No one spoke in support or opposition for the application.

MOTION: Motion to recommend approval of CP-22-02 to approve the Pueblo Regional Comprehensive Plan including the Pueblo Plex master planning changes was made by Bailey, second by Spinuzzi.

MOTION PASSED 7-0

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO

Submitted January 6, 2022
Published January 11, 2022

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the 26th day of January, 2022 in the **City Council Chambers**, 1 City Hall Place or remotely via ZOOM: https://pueblo.zoom.us/j/7907749677?pwd=ZDF2d3p4NmRSZ1VCZ0J4akFCSjNFUT09 (Meeting ID, 790 774-9677, Passcode: 25436, Telephone: 346-248-7799), the Planning and Zoning Commission of Pueblo will hold a public hearing for the following:

CP-22-01: An Ordinance Approving and Adopting the Pueblo Regional Comprehensive Plan.

The proposed Pueblo Regional Comprehensive Plan provides a shared vision and goals for development within the Pueblo Region. The Comprehensive Plan serves as an advisory document to guide land use decisions within the City of Pueblo and all jurisdictions within Pueblo County.

A draft of the proposed Pueblo Regional Comprehensive Plan is available online, www.puebloregionalplan.com.

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed Pueblo Regional Comprehensive Plan. 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 Pueblo Regional Comprehensive Plan will be considered by the City Council at a public hearing. Notice of the public hearing before the City Council will be published in the Pueblo Chieftain at least ten (10) days prior to the hearing. Any interested person may appear and be heard at such public hearing. Contact the Department of Planning and Community Development for the time and date of such public hearing.

Scott Hobson

Scott Hobson, Land Use Administrative Official
(719) 553-2259

City Clerk's Office Item # R-12

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: February 14, 2022

TO: President Heather Graham 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 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT LETTER WITH SETER & VANDER WALL, P.C. TO ADVISE THE CITY OF PUEBLO REGARDING PROPOSED METROPOLITAN DISTRICT SERVICE PLANS AND RELATED LAND USE MATTERS

SUMMARY:

On January 13, 2022, the City received an application to approve a service plan for the proposed Andiamo Metropolitan District. The proposed Andiamo Metropolitan District, containing approximately 95 acres, is located south of Dillon Drive, east of Mesa View Drive, and north of Wills Boulevard. This Resolution approves an engagement letter with Seter & Vander Wall, P.C. to assist the City in the review of proposed Metropolitan District Service Plans.

PREVIOUS COUNCIL ACTION:

With City Council's approval, Spencer Fane LLP was previously hired by the City in 2018 to assist in reviewing service plans for the North Vista Highlands, Pastora Ranch, Pikes Peak Park, and Villa Bella Metropolitan Districts. However, Matt Dalton, the partner from Spencer Fane LLP who previously advised the City on metropolitan districts and related land use matters has recently retired from the practice of law and so a different outside legal counsel is being engaged to represent the City.

BACKGROUND:

The City Law Department has authorized the assistance of Seter & Vander Wall, P.C. to assist the City in the review of the proposed metropolitan districts. The hourly rate for Seter & Vander Wall, P.C. is $410.00 per hour. The costs incurred by the City for the review of the service plans will be required to be paid by the applicant prior to any final action of City Council being provided to the Pueblo District Court.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City. All fees charged by Seter & Vander Wall will be paid by the developers requesting City approval.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If City Council does not approve this Ordinance, Seter & Vander Wall, P.C. will not be retained.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance.
Engagement Letter from Seter & Vander Wall, P.C. February 4, 2022

ORDINANCE NO. 10126

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT LETTER WITH SETER & VANDER WALL, P.C. TO ADVISE THE CITY OF PUEBLO REGARDING PROPOSED METROPOLITAN DISTRICT SERVICE PLANS AND RELATED LAND USE MATTERS

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

SECTION 1.

The Engagement Letter pertaining to the review of Metropolitan District Service Plans and related land use matters between the City of Pueblo, a Colorado municipal corporation and Seter & Vander Wall, P.C., dated February 4, 2022, a copy of which is attached hereto including all associated documents, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Engagement Letter 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 Engagement Letter to implement the policies and procedures described therein.

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 February 14, 2022 .

Final adoption of Ordinance by City Council on February 28, 2022 .

President of City Council

Action by the Mayor:

☒ Approved on March 2, 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

Seter & Vander Wall, P.C.
ATTORNEYS AT LAW

KIM J. SETER
BARBARA T. VANDER WALL
JEFFREY E. ERB
COLIN B. MIELKE
ELIZABETH A. DAUER
RUSSELL NEWTON
CONOR A. KRUGER

February 4, 2022

Sent via e-mail:

City of Pueblo
1 City Hall Place, 3d Floor
Pueblo, CO 81003

c/o Dan Kogovsek, City Attorney dkogovsek@pueblo.us

Re: City of Pueblo, Colorado
Engagement for Legal Services

Dear Mr. Kogovsek:

Thank you for retaining Seter & Vander Wall, P.C. (the "**Firm**") to provide legal services to the City of Pueblo (the "**City**") acting by and through its Law Department and Planning Department. This letter is to summarize and confirm the terms and conditions of the Firm's representation of the City.

1. Scope of Representation and Personnel

Seter & Vander Wall, PC's engagement is limited to matter on which you or the planning department request assistance or representation. Representation and projects will generally involve the review, comment and negotiation of special district or other government entity formations and operation, including the review and preparation of service plans and intergovernmental agreements. Assistance may also be required regarding development approvals and related matters.

Kim Seter will be the attorney primarily responsible for your matters. In addition, some services may be provided by attorney Conor Kruger and paralegals Michele "Mitch" Barrasso and Natalie Fleming. Other attorneys and paralegals may be assigned to work on your matters as appropriate for the service being provided and expertise required.

2. Fees and Billing

The Firm provides legal services on an hourly basis, billed in six-minute increments. The current hourly rate for Mr. Seter is $410 per hour. The current hourly rates for Mr. Kruger, Ms. Barrasso and Ms. Fleming are $275, $160 and $140 respectively. The rates of other personnel in our office vary from $140.00 to $490.00 per hour. All rates are subject to change January 1 of each year.

7400 E. ORCHARD ROAD • SUITE 3300 • GREENWOOD VILLAGE, CO 80111 • 303-770-2700 • FAX: 303-770-2701
www.svwpc.com • e-mail: svw@svwpc.com

In addition to our time, we may incur costs on your behalf. Costs include photocopying expenses, delivery charges, filing and recording fees, Westlaw research charges and other expenses incurred when we advance materials or funds on your behalf. Costs are billed separately from legal fees and appear on your monthly invoice. Costs are to be paid on the same terms as legal fees. We do not charge for secretarial or other staff support except for paralegals and we do not add a surcharge or mark-up to any costs for any reason.

We will provide you with a detailed invoice for services and costs incurred. Invoices are mailed monthly and payment is due 45 days from the date of the invoice. Past due invoices may be subject to a monthly late charge of 1.5% of the unpaid balance.

3. Communication

The Firm primarily communicates with its clients using e-mail; the sending of documents and correspondence via the United States Post Office, UPS, FedEx, courier or other similar delivery service; and telephone. When sending e-mail, we endeavor to ensure that only the intended recipient(s) receives the e-mail. However, our e-mail communication is not encrypted. Communication via e-mail is not completely secure and e-mails may pass through servers controlled by third-parties and could be accessed by unauthorized third-parties.

Although a common form of social communication, the Firm does not generally communicate with clients about client matters via text message, iMessage, or other form of instant messaging. Communications made via text, iMessage or instant messaging may not be received and risk not being attended to in a timely manner. Accordingly, communications with the Firm should be made via one of the other identified communication methods.

Generally, communication between the client and the Firm are confidential and subject to the attorney-client privilege. This privilege is for the benefit of the client and if confidential communications are shared with third-parties by the client, that privilege may be lost.

4. Document Retention

In the course of our representation, we will maintain a file of documents produced and received in the ordinary course of practice. Not all papers and electronic data are maintained in the ordinary course of practice. For example, multiple copies or drafts of the same document, or communications containing duplicative correspondence or concerning non-substantive communications may not be retained. We generally maintain our files in electronic format, and except for certain documents required to be maintained in hard copy, will convert paper copies to electronic format and dispose of the paper copy.

It is the general policy of the Firm to retain your files in paper or electronic format for at least ten (10) years from the date our representation is complete, either by completion or resolution of the matter for which we were engaged or termination of the attorney-client relationship. In certain circumstances, such as where there is pending or threated litigation related to the matter which is known to the Firm, we may be required to maintain your files for a longer period. Following expiration of the ten-year retention period, your file may be destroyed without notice unless you have requested the original file to be delivered to you.

Notwithstanding the foregoing policy, if the Firm is designated as a public records custodian for the City pursuant to the Colorado Open Records Act, Part 2 of Title 24, C.R.S., or is otherwise in possession of "public records" of the City, the Firm will retain and destroy those files in accordance with any approved document retention and destruction policy of the City, the Colorado State Archives or similar regulatory body.

5. Conflicts of Interest

We have performed an internal review for potential conflicts of interest based on information provided to us. At this time, we do not have any conflicts of interest with any current or former clients that would preclude our representation of the City. Should a conflict of interest arise, we will advise you as soon as practicable, and if the conflict cannot be resolved or waived, the Firm may be required to withdraw from representation of the City.

6. Workers Without Authorization

As a public entity you are required to obtain certifications from us concerning the employment of workers without authorization pursuant to Article 17.5 of Title 8 of the Colorado Revised Statutes. This certification is attached as **Exhibit A** and incorporated herein.

7. Termination

Either of us is free to terminate this agreement at any time for any reason. However, it is important to both of us that any termination is in writing to allow for a clear allocation of responsibilities. Termination of legal services will not affect the City's responsibility for payment of legal services rendered and costs incurred before termination and incurred in connection with an orderly transition of legal services. Our efforts on your behalf may cease and we may withdraw from further representation at any time if an invoice is not timely paid.

Please countersign this letter in the space provided if you agree to these terms and return a copy to our office.

We look forward to working with you.

Sincerely,

SETER & VANDER WALL, P.C.

Kim J. Seter

KJS:kmg
Enclosure

I have reviewed this proposal and agree to the engagement of Seter & Vander Wall, P.C. pursuant to the terms of representation described in this letter.

City of Pueblo, Colorado

_____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

WORKER WITHOUT AUTHORIZATION
PUBLIC CONTRACT FOR SERVICES

Pursuant to §§ 8-17.5-101 to -103, C.R.S.

1. Seter & Vander Wall, P.C. (the "**Contractor**") acknowledges that, prior to executing the Contract, Contractor has certified that it does not knowingly employ or contract with a worker without authorization to perform work under the Contract and that the Contractor has participated in the E-Verify Program (formerly known as the Basic Pilot Program[1]) (the "E-Verify Program") or the Colorado Department of Labor and Employment (the "Department") program established by § 8-17.5-102(5)(c), C.R.S. (the "Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Contract.

2. Contractor shall not:

(a) Knowingly employ or contract with a worker without authorization to perform work under the Contract; or

(b) Enter into a contract with a subcontractor who fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under the Contract.

3. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Contract through participation in the E-Verify Program or the Department Program.

(a) In the event the Contractor uses the Department Program for the employment verification described herein, the Contractor shall comply with the requirements mandated by § 8-17.5-102(5)(c), C.R.S. including:

i. The Contractor shall comply with the provisions of § 8-17.5-102(5)(c), C.R.S.; and

ii. Contractor shall notify the Client of its determination to participate in the Department Program, and

iii. The Contractor must, within twenty days after hiring an employee who is newly hired to perform work under the Contract, affirm that

[1] "Basic Pilot Program" is described in § 8-17.5-101(1), C.R.S., as amended, and further defined as the Basic Pilot Employment Verification Program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security.

the Contractor has examined the legal work status of the employee, retained file copies of the documents required by 8 U.S.C. § 1324a and not altered or falsified the identification documents for the employee, and the Contractor must provide a written, notarized copy of the affirmation of compliance with § 8-17.5-102(5)(c), C.R.S. to the Client.

iv. The Contractor shall indemnify and hold harmless the Client, its directors, officials, agents and employees, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities of, by or with respect to third parties, arising from the Contractor's failure to comply with the provisions of the Department Program and §§ 8-17.5-102(5)(c), C.R.S., arising under this Addendum or in any way related to performance hereof. The obligations of this indemnification shall survive the termination or expiration of this Addendum and the Contract.

4. Contractor is prohibited from using E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Contract is in effect.

5. If the Contractor obtains actual knowledge that a subcontractor performing work under the Contract knowingly employs or contracts with a worker without authorization, the Contractor shall:

(a) Notify the subcontractor and the Client within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

(b) Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

6. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Contractor violates any of the provisions under this Addendum, the Client may terminate the Contract for breach of contract. The Contractor shall be liable for actual and consequential damages to the Client.

City Clerk's Office Item # R-13

Background Paper for Proposed ORDINANCE

COUNCIL MEETING DATE: February 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE AMENDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 RELATING TO TAKE-HOME VEHICLES

SUMMARY:

This ordinance approves an Amendment to the Collective Bargaining Agreement between the City of Pueblo and the International Brotherhood of Police Officers Local 537 relating to take-home vehicles.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Studies conducted by the International Association of Chiefs of Police, the Fraternal Order of Police, and the International City/County Management Association indicate lower maintenance and operating costs when take-home vehicle programs are implemented in law enforcement agencies. Officers take better care of vehicles assigned personally to them because they have a sense of "ownership" of the vehicle and tend to have fewer accidents. Other benefits include more police vehicles being present in neighborhoods, which makes residents feel safer and reduces crime and enables quicker response and better preparedness to emergency or critical situations.

FINANCIAL IMPLICATIONS:

Patrol vehicles will be assigned on a 2-1 basis, with 4 unassigned extra vehicles. Officers who live within a 15-mile radius may be assigned a take-home vehicle. Additional costs incurred may be attributed to a maximum of 30 miles a day additional use and fuel consumption of the vehicle. The potential benefits and potential savings in cost can be attributed to the upkeep and care officers take in their assigned vehicles.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

The Pueblo Police Department supports the amendment and the assignment of take-home vehicles to its officers.

ALTERNATIVES:

Decline this amendment.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Amendment to Collective Bargaining Agreement

ORDINANCE NO. 10127

AN ORDINANCE AMENDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 RELATING TO TAKE-HOME VEHICLES

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Amendment to the Collective Bargaining Agreement between the City of Pueblo and the International Brotherhood of Police Officers Local 537, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and pursuant to the requirements of Section 8-14(l) of the Charter of the City of Pueblo, Colorado, is enacted as an Ordinance.

SECTION 2.

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

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 14, 2022.

Final adoption of Ordinance by City Council on February 28, 2022.

President of City Council

Action by the Mayor:

☒ Approved on March 2, 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

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

THIS AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT ("Amendment") is entered into this ___ day of _____, 2022 by and between the International Brotherhood of Police Officers Local 537 ("Union") and Pueblo, a municipal corporation ("City").

WHEREAS, City and Union are parties to a collective bargaining agreement effective January 1, 2022 through December 31, 2022 (herein "Labor Agreement");

WHEREAS, Section 35.6 of the Labor Agreement relating to take-home vehicles is too restrictive to allow for practical implementation by the City; and

WHEREAS, in the interest of removing such restrictions, the parties are in support of the amendment to said Section 35.6 as herein set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements to be performed as herein set forth, the parties agree as follows:

1. Section 35.6 of the Labor Agreement is amended to read as follows:

35.6 TAKE-HOME VEHICLES

City owned vehicles may be assigned to officers as take-home vehicles at the discretion of the Chief of Police and subject to reasonable rules and regulations of the Police Department.

2. Except as expressly modified by this Amendment, the Labor Agreement shall remain in full force and effect.

3. Each person signing this Amendment on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute and deliver this Amendment on behalf of such party and that this Amendment is a valid and legally binding obligation of such party enforceable against it.

Executed in Pueblo, Colorado, as of the date first above written.

CITY OF PUEBLO

ATTEST:

_____ By: _____

City Clerk Mayor

LOCAL 537, INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

ATTEST:

_____ By: _____

Secretary President

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 14, 2022

TO: President Heather Graham 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 EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO AND THE PUEBLO URBAN RENEWAL AUTHORITY, A COLORADO URBAN RENEWAL AUTHORITY AND THE BOARD OF WATER WORKS OF PUEBLO, COLORADO, A BODY CORPORATE AND POLITIC OF THE CITY OF PUEBLO AND THE PUEBLO WEST METROPOLITAN DISTRICT, A COLORADO SPECIAL DISTRICT RELATING TO THE CONSTRUCTION OF A NEW PUEBLO COUNTY DETENTION FACILITY AND THE CONSTRUCTION OF AN ADJACENT NEW ARTERIAL ROADWAY

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign an Intergovernmental Agreement relating to the construction of a new Pueblo County Detention Facility and the construction of an adjacent new arterial roadway.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The new Detention Facility will contain approximately 182,000 square feet of space on one floor which will include secure housing, kitchen and laundry, support spaces such as administration, recreation, storage, and attendant spaces for Facility related programs. It is planned to be a modular unit design which can be expanded as needed in the future.

The current road improvement plan provides for the extension of Joe Martinez Boulevard from Purcell Boulevard in Pueblo West to Pueblo Boulevard. As currently conceived, the improvements will consist of a four lane, 3.1-mile roadway with a planned design speed of 45 MPH. It will have limited vehicular access between Purcell Boulevard and Pueblo Boulevard to facilitate the movement of traffic and to encourage its use as an alternative to Highway 50 West for access to and from the City of Pueblo.

FINANCIAL IMPLICATIONS:

Pueblo County will pay for the bulk of the costs of the project and plans to issue tax exempt bonds and/or certificates of participation to finance the costs of construction. The County has conferred with PURA concerning the creation of an Urban Renewal District with associated Tax Increment Financing ("TIF") revenue. The District proposed by the County would encompass the entire roadway corridor and expand on the west end in Pueblo West and on the east end in the City to include existing and new commercial development. PURA has expressed support for the concept but has indicated that the taxing jurisdictions including the parties to the Intergovernmental Agreement must agree to contribute their respective incremental tax revenues to pay the County's debt repayment obligations.

Pueblo County is requesting the preliminary consent of the parties to the IGA to the inclusion of their respective lands into the new PURA District and the contribution of their respective increased sales and property tax increment revenue to be generated from development in the District. In the attached IGA, the City gives its initial consent to the payment of its property tax TIF revenue into the TIF financing fund. However, the size of the City TIF urban renewal area (annexation will be required) and the amount of TIF incremental tax revenues, if any, pledged for the project remains to be negotiated and will be the subject of ordinances to be approved by City Council in the future. The City makes no commitment regarding the payment of the City's sales tax TIF revenue into the TIF financing fund, but agrees to consider doing so in the future, after further study.

Section 6 (b) of the attached IGA requires Pueblo County to give full consideration to and to use best efforts, in good faith, to negotiate and execute a new Intergovernmental Agreement with the City which would apply to the housing of inmates arrested or sentenced exclusively for violations of the Pueblo Municipal Code and not involving State charges.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

A no-action alternative would severely jeopardize the construction of a new Pueblo County Detention Facility and the adjacent new arterial roadway.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Proposed Intergovernmental Agreement

ORDINANCE NO. 10128

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO AND THE PUEBLO URBAN RENEWAL AUTHORITY, A COLORADO URBAN RENEWAL AUTHORITY AND THE BOARD OF WATER WORKS OF PUEBLO, COLORADO, A BODY CORPORATE AND POLITIC OF THE CITY OF PUEBLO AND THE PUEBLO WEST METROPOLITAN DISTRICT, A COLORADO SPECIAL DISTRICT RELATING TO THE CONSTRUCTION OF A NEW PUEBLO COUNTY DETENTION FACILITY AND THE CONSTRUCTION OF AN ADJACENT NEW ARTERIAL ROADWAY

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

SECTION 1.

The Intergovernmental Agreement, dated February 28, 2022, relating to the construction of a new Pueblo County Detention Facility and the construction of an adjacent new arterial roadway, between the City of Pueblo, a Colorado municipal corporation and the County of Pueblo, a political subdivision of the State of Colorado, and the Pueblo Urban Renewal Authority, a Colorado urban renewal authority and the Board of Water Works of Pueblo, Colorado, a body corporate and politic of the City of Pueblo and the Pueblo West Metropolitan District, a Colorado special district, 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 Intergovernmental 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 Intergovernmental 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 February 14, 2022 .

Final adoption of Ordinance by City Council on February 28, 2022 .

_____
President of City Council

Action by the Mayor:

☒ Approved on March 2, 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

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into and is effective this 28th day of February, 2022 ("Effective Date") by, between, and among Pueblo County, Colorado ("County"), the City of Pueblo, Colorado ("City"), the Pueblo Urban Renewal Authority ("PURA"), The Board of Water Works of Pueblo, Colorado ("Pueblo Water"), and the Pueblo West Metropolitan District ("PWMD"), hereinafter collectively referred to as the "Parties." Each of the Parties hereto are political subdivision of the State of Colorado as that term is defined in C.R.S. §29-1-202 and are authorized to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each pursuant to the provisions of C.R.S. §29-1-203.

RECITALS

Pueblo County has for the past year been engaged in the planning process for what it considers to be a significant community-wide development project. The Project has two key features; 1) the location, design, and construction of a new Pueblo County Detention Facility to be operated by the Pueblo County Sheriff's Department and to serve the entire community of the City and the County of Pueblo, and 2) the layout, design, and construction of a major new arterial roadway consisting of the extension of Joe Martinez Boulevard from its current terminus at Purcell Boulevard in Pueblo West east for approximately three miles to Pueblo Boulevard at its intersection with 24th Street.

The planning process has included numerous meetings and conferences with various departments and staff members of each of the Parties, with staff members of the providers of all public utility services and with staff of the regional offices of the Colorado Department of Transportation.

The County has also engaged in negotiations with and received preliminary commitments from Comanche Corp; a privately owned company which owns seventy
(70) acres of vacant land abutting Pueblo Boulevard and on both sides of the planned new roadway at its eastern end. The plan is for the County to acquire approximately thirty-five (35) acres from Comanche Corp., which will retain the remaining acreage for new commercial development. Both the County and Comanche Corp. will separately petition for annexation of the parcels into the City. The City has requested that the annexation process be completed prior to the beginning of construction on either the County parcel or the Comanche parcel.

The County also plans to acquire two additional parcels on the east side of Purcell Boulevard to facilitate the construction of the expanded intersection of Joe Martinez and Purcell.

The County has also issued and received responses to several requests for proposals for architectural and engineering services for the new Detention Facility and the new

roadway and for construction of the Detention Facility and expects to make the awards and be under contract for these services in November/December of 2021. The current project timeline calls for construction to commence in 2022 and to be completed in 2024.

The County will pay for the bulk of the costs of the project. It has retained financial consultants and bond counsel and plans to issue tax exempt bonds and/or certificates of participation early in 2022. It has also applied for a grant from the federal government but no award has been made to date.

The County has conferred with PURA concerning the creation of an Urban Renewal District with associated Tax Increment Financing ("TIF"); the district would encompass the entire roadway corridor and expand on the west end in Pueblo West and on the east end in the City to include existing and new commercial development. PURA has expressed support for the concept and has indicated that the taxing jurisdictions including the Parties to this Agreement will be asked to contribute their respective tax revenues in support of the County's debt repayment obligations.

The County recognizes that the successful completion of the project is entirely dependent upon the support and cooperation of the Parties and has requested this Agreement as an expression of that support and a pledge of cooperation by and from the Parties as is more particularly set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PROJECT DESCRIPTION.

The Project is as is described in the Recitals to this Agreement and as is more particularly described in this Section. It will hereinafter be referred to as the "Project".

A. Detention Facility. The new Facility will be located on a 35-acre parcel in the North ½ of the Southeast ¼ of Section 21, Township 20 South, Range 65 West of the 6th P.M. The balance of the land in this portion of the Section will be retained by the current owner for commercial development. The new Facility will contain approximately 182,000 square feet of space on one floor which will include secure housing, kitchen and laundry, support spaces such as administration, recreation, storage, and attendant spaces for Facility related programs. It is planned to be a modular unit design that can be expanded as needed in the future. The Board of County Commissioners has directed that planning endeavor to include energy modeling that produces a Zero Net Carbon result. The goal is to include a variety of energy self-generation features such that the facility may produce as much or more energy as it expends. The features may include solar, geo-thermal, co-generation, and other similar features. A conceptual depiction of the location of the Facility in relation to the new Joe Martinez Boulevard alignment, the surrounding lands, and Pueblo Boulevard is set forth on **Exhibit A** attached hereto and incorporated herein by reference. The proposed facility will undergo an S-1 review with the City prior to issuance of building permits.

B. Joe Martinez Boulevard Extension. The extension of Joe Martinez Boulevard from Purcell Boulevard in Pueblo West to Pueblo Boulevard is a large-scale, voter-approved capital improvement project of utmost importance to all residents in the City and County of Pueblo. As currently conceived, the Project consists of a four lane, 3.1-mile roadway with a conceived design speed of 45 MPH. It will have limited vehicular access between Purcell Boulevard and Pueblo Boulevard to facilitate the movement of traffic and to encourage its use as an alternative to Highway 50 West for access to and from the City of Pueblo. The Project will also include a multi-modal lane to carry bicyclists, e-bikes, and e-scooters. It will also include a charging station for electric vehicles. The roadway will include two (2) concrete box culverts in order to cross over the creek that runs through the area. It will include illumination throughout its length and signalization at its intersections with Pueblo and Purcell Boulevards. It will also incorporate a trail system which will be designed to connect the City of Pueblo Trail System to the Pueblo West Recreational Trial System. The proposed alignment is depicted on **Exhibit B** attached hereto and incorporated herein by reference. All roadways and associated infrastructure installed within the City of Pueblo or on City- owned property shall be designed and constructed to meet City standards.

2. PURPOSE.

The purposes of this Agreement are:

1) To set forth a clear expression of the support of each party for the Project;

2) To express recognition of the Parties that the Project is a community-wide development with broad public benefits that transcend jurisdictional boundaries; and

3) To pledge the full cooperation of each party to expedite and streamline and/or combine the various permitting approval processes in an effort to avoid delay and unnecessary duplication of regulation.

The Parties acknowledge the purposes set forth and agree jointly and severally to pursue their fulfillment in good faith, including acting in good faith in all matters that require joint or coordinated action.

3. PERMITS AND APPROVALS.

The Parties, and in particular the City and the County, agree to meet and confer in an effort to develop a comprehensive outline of the various land use and other approvals and permits which will be required to proceed with the construction of the Project including the extension of water and sewer and other utility lines from existing locations into the Facility site. City agrees to consider to what extent the anticipated Annexation Agreement and/or additional Intergovernmental Agreements can be utilized to expedite other land use processes such as subdivision, zoning, 1041 permitting, and the like. It is not the intent of County to ignore the regulatory processes of the City, but to examine with the City the possible combination or streamlining of those processes. It is expected that PWMD, PURA, and Pueblo Water will be invited and encouraged, where each thinks it may be helpful, to participate in the process outlined in this Section.

4. NEW URBAN RENEWAL DISTRICT AND ASSOCIATED TIF FINANCING.

During the planning process to date, County representatives have met with PURA staff. PURA has examined the Project as conceptualized to date and has proposed for consideration by the Parties the creation of a new Urban Renewal District that would encompass the entire Joe Martinez extension corridor, all of the land of County and Comanche Corp. at the East end of the roadway corridor and extending further East across Pueblo Boulevard to include private and public lands along 24th Street with its intersection of Pueblo Boulevard. PURA has also proposed to extend the new district West of Purcell Boulevard along the current Joe Martinez corridor and to include private and public lands in the corridor. The Parties would consent to put their respective lands into the new district and would further consent to contribute their respective property taxes into the TIF fund to be used to retire debt incurred to build the new roadway.

The Parties hereto agree to seriously consider putting their respective lands into the new district and the contribution of their respective property and sales taxes into the TIF funding. Pueblo County acknowledges that the new Urban Renewal District and the TIF financing component will be reliant on submission of details, designs, drawings, and specifications for the project, especially of the Joe Martinez Roadway and the intersections at Purcell Boulevard and Pueblo Boulevard. It is requesting the preliminary consent of the Parties to the inclusions of their respective lands into the new district and the contribution of their respective increased sales and property tax increments to be generated from development in the district. The City consents to the payment of its property tax TIF revenue into the TIF financing fund. The payment of the City's sales tax TIF revenue into the TIF financing fund requires additional study.
Subject to the contingencies acknowledged herein, each of the Parties agrees to the participation of their lands in the new district and the contribution of their respective property tax increments into the TIF financing fund.

5. RELIANCE OF THE PARTIES.

The Parties understand and acknowledge that County will rely upon the commitments made by each of the Parties in this Agreement as it proceeds to complete the land acquisitions, to enter into contracts with architects, engineers, contractors, and related professional consultants, and to secure the financing necessary to further and complete the Project. Each party also acknowledges and understands that all of the other Parties are relying upon the commitments made herein by County and the other Parties in entering into this Agreement.

6. FURTHER AGREEMENTS.

(a) New Pueblo County Detention Facility and the Extension of Joe Martinez Boulevard: Each party agrees to give full consideration to the potential use of further intergovernmental and/or development agreements among all or some of the Parties hereto and possibly including other governmental agencies or authorities and utility providers to specify further and more detailed agreements and obligations needed to facilitate, continue, and complete the Project.

(b) Intergovernmental Agreement for Inmate Housing Services: Pueblo County and the City of Pueblo agree to give full consideration to and to use best efforts, in good faith, to negotiate and execute a new Intergovernmental Agreement which would apply to the housing of inmates arrested or sentenced exclusively for violations of the Pueblo Municipal Code and not involving State charges.

7. DESIGNATION OF PARTY REPRESENTATIVES.

Within ten (10) days after the execution of this Agreement, County shall circulate a letter to all of the Parties indicating its representatives for purposes of furthering the terms of this Agreement and each of the other Parties agree to designate their respective representatives. Pueblo County shall then circulate a list of the respective representatives to all Parties. The designations so made are subject to change in the sole discretion of each of the Parties and it is expected that the representatives will change as the Project proceeds.

8. TERM/TERMINATION.

This Agreement shall commence upon the effective date and shall terminate one year later. This Agreement shall renew automatically for subsequent one-year terms, unless one or more of the Parties notifies the other Parties of its intent not to renew. This Agreement shall continue amongst those Parties who have not expressed an intent not to renew.

9. BINDING AGREEMENT.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.

10. LEGAL AUTHORITY.

The Parties assure that each possess the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement do hereby warrant that he/she/they have been fully authorized to execute this Agreement and to validly and legally bind their respective principals to all the terms, conditions, and provisions set forth herein.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement the day and year first written above.

{SIGNATURE PAGES TO FOLLOW}

ATTEST:

By:_____
Clerk to the Board of
County Commissioners

Date: _____

COUNTY OF PUEBLO

By:_____
Chair, Board of County Commissioners

Date: _____

ATTEST:

By:_____
District Clerk

Date: _____

PUEBLO WEST METROPOLITAN DISTRICT

By:_____
District Manager

Date: _____

[S E A L]

ATTEST:

By:_____
Marisa Stoller, City Clerk

Date: _____

CITY OF PUEBLO

By: _____
Mayor Nicholas A. Gradisar

Date: _____

[S E A L]

PUEBLO URBAN RENEWAL AUTHORITY

By: _____
Jerry Pacheco

Title: _____

Date: _____

THE BOARD OF WATER WORKS OF
PUEBLO, COLORADO

By: _____

Name: _____

Title: _____

Date: _____