



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS - CITY HALL
#1 CITY HALL PLACE
MONDAY, March 14, 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 Josh Richardson, Pueblo Christian Center
- C. PLEDGE OF ALLEGIANCE
- D. ROLL CALL
- E. SPECIAL RECOGNITIONS
 - E.1. Achievement Presentation: Pueblo East High School 4A State Wrestling Champions – Coach Patrick Laughlin
- 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 28, 2022** as distributed.

Documents:

[02-28Minutes.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 FEBRUARY 9, 2022

Documents:

[PZ Minutes 2-9-22 Signed.pdf](#)

M. RESOLUTIONS

- M.1. A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$249,870.05 TO TONY J. BELTRAMO AND SONS, INC., AND SETTING FORTH \$40,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-003 ASPHALT PAVING IMPROVEMENTS – CITY CENTER DRIVE AND SANTA FE AVENUE AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

[Resolution_14823.pdf](#)
[Bid Summary.pdf](#)

- M.2. A RESOLUTION AWARDED AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$229,243 TO SHORT-ELLIOTT-HENDRICKSON, INC., A COLORADO CORPORATION, FOR PROJECT NO. 21-075 DILLON AND EAGLERIDGE ROUNDABOUT PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

[Resolution_14824.pdf](#)
[Agreement.pdf](#)

- M.3. A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$42,810 TO DOUG VAUGHN, LLC AND SETTING FORTH \$7,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-014 ELMWOOD GOLF COURSE CART PATH AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

[Resolution_14825.pdf](#)
[Bid Summary.pdf](#)

- M.4. A RESOLUTION AUTHORIZING THE TRANSFER OF \$400,000 FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR THE PURPOSE OF PROVIDING UPKEEP AND MAINTENANCE TO BUILDINGS HELD FOR THE PURPOSE OF JOB CREATING CAPITAL PROJECTS

Documents:

[Resolution_14828.pdf](#)

- M.5. A RESOLUTION TRANSFERRING CITY OWNED PROPERTY TO BLACK HILLS COLORADO ELECTRIC, LLC A DELAWARE LIMITED LIABILITY COMPANY

Documents:

[Resolution_14829.pdf](#)
[Quit Claim.pdf](#)

- M.6. A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JAY RICE TO COMPLETE A THREE-YEAR TERM EXPIRING SEPTEMBER 30, 2023 ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

Documents:

[Resolution_14826.pdf](#)
[Airport - Rice Packet.pdf](#)

- M.7. A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF TED HERNANDEZ AND LARRY COOK TO THE BANDERA SPECIAL IMPROVEMENT MAINTENANCE DISTRICT ADVISORY COMMITTEE

Documents:

[Resolution_14827.pdf](#)
[Bandera SIMD - Cook App.pdf](#)
[Bandera SIMD - Hernandez App.pdf](#)

N. ORDINANCES – FIRST PRESENTATION

- N.1. AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE UNITED STATES FOREST SERVICE AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, FOR THE RELEASE OF THE FIRE FIGHTING RELOAD BASE, ALSO KNOWN AS THE TANKER BASE RELOAD PIT, CONSISTING OF TWO STORAGE TANKS, PUMPING MECHANISMS, AND ASSOCIATED ELECTRICAL UTILITIES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

[Ordinance_N-1.pdf](#)
[Agreement.pdf](#)

- N.2. AN ORDINANCE AMENDING ORDINANCE NO. 9951, THE CITY OF PUEBLO'S FIVE-YEAR 2020-2024 CONSOLIDATED PLAN AND THE 2020 ANNUAL ACTION PLAN, INCREASING THE AUTHORIZED COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET BY \$40,000 TO \$1,832,425.

Documents:

[Ordinance_N-2.pdf](#)
[Ordinance 9951.pdf](#)

- N.3. AN ORDINANCE APPROVING A STORMWATER FACILITY MAINTENANCE AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUBLIC SERVICE CO OF COLORADO, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND ACCEPTING A RELATED EASEMENT AND RIGHT-OF-WAY FOR THE PURPOSE OF DRAINAGE DETENTION AND DRAINAGE UTILITIES

Documents:

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

- N.4. AN ORDINANCE APPROVING A STORMWATER FACILITY MAINTENANCE AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUEBLO COMMUNITY HEALTH CENTER, INC. A COLORADO NON-PROFIT CORPORATION. AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND ACCEPTING A RELATED EASEMENT AND RIGHT-OF-WAY FOR THE PURPOSE OF DRAINAGE DETENTION

AND DRAINAGE UTILITIES

Documents:

[Ordinance_N-4.pdf](#)
[Easement.pdf](#)
[Maintenance Agreement.pdf](#)

- N.5. AN ORDINANCE APPROVING A STORMWATER FACILITY MAINTENANCE AGREEMENT BETWEEN THE CITY OF PUEBLO AND T & M, LLC, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND ACCEPTING A RELATED EASEMENT AND RIGHT-OF-WAY FOR THE PURPOSE OF DRAINAGE DETENTION AND DRAINAGE UTILITIES

Documents:

[Ordinance_N-5.pdf](#)
[Easement.pdf](#)
[Maintenance Agreement.pdf](#)

- N.6. AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE URBAN RENEWAL PLAN FOR THE MITCHELL PARK SOUTH PROJECT AREA

Documents:

[Ordinance_N-6.pdf](#)
[Mitchell Park South Plan.pdf](#)

- N.7. AN ORDINANCE APPROVING A DATA USE AGREEMENT BETWEEN THE PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND THE CITY OF PUEBLO AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

Documents:

[Ordinance_N-7.pdf](#)
[Data Use Agreement.pdf](#)

- N.8. AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR FIRE DEPARTMENT MEDICAL DIRECTOR BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND MICHAEL MANDRELL, M.D., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

[Ordinance_N-8.pdf](#)
[Agreement.pdf](#)

- N.9. AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 RELATING TO A 4/10 WORK SCHEDULE FOR EMPLOYEES ASSIGNED TO THE SPECIAL INVESTIGATIONS DIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

[Ordinance_N-9.pdf](#)
[Memo of Understanding.pdf](#)

- N.10. AN ORDINANCE AMENDING CHAPTER 1 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE UPDATING OFFENSES AGAINST PROPERTY PROVISIONS IN

ACCORDANCE WITH CHANGES TO THE COLORADO REVISED STATUTES

Documents:

[Ordinance_N-10.pdf](#)

- N.11. AN ORDINANCE AMENDING CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE RELATING TO THE NOTICE PERIOD FOR THE REMOVAL OF ABANDONED VEHICLES

Documents:

[Ordinance_N-11.pdf](#)

- N.12. AN ORDINANCE AMENDING CHAPTER 3 OF TITLE XI TO CONFORM WITH STATE STATUTES AND REGULATIONS

Documents:

[Ordinance_N-12.pdf](#)

- N.13. AN ORDINANCE AMENDING TITLE XI OF THE PUEBLO MUNICIPAL CODE TO CORRECT TERMINOLOGY FOR VENOMOUS ANIMALS

Documents:

[Ordinance_N-13.pdf](#)

O. APPROVAL OF CONSENT AGENDA

- O.1. I Move To Receive And File The Minutes Of The Planning And Zoning Commission, Approve All Resolutions Set Forth In The Consent Agenda; Pass The Ordinances Of The Consent Agenda, Setting The Public Hearings For Monday, March 28, 2022, And Order The Ordinances To Be Published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q.1. A RESOLUTION AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF \$267,851 FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES OF ENHANCING CYBERSECURITY AS AUTHORIZED BY SECTION 603(A)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND FINAL RULE 31 CFR 35.6 (D)

Documents:

[Resolution_14830.pdf](#)

- Q.2. A RESOLUTION AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF FIVE THOUSAND ONE HUNDRED EIGHTY-NINE DOLLARS AND SEVENTY CENTS (\$5,189.70) FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO GLOBAL SPECTRUM, L.P., A DELAWARE LIMITED PARTNERSHIP, AS AGENT FOR THE CITY OF PUEBLO FOR SPONSORSHIP OF PUEBLO HAS TALENT 2022 PERFORMANCE

Documents:

[Resolution_14831.pdf](#)
[Council Contingencies.pdf](#)
[Spectra Expense Worksheet.pdf](#)

Q.3. A RESOLUTION AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF TWELVE HUNDRED DOLLARS (\$1,200) FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO CHILD ADVOCACY CENTER FOR SPONSORSHIP OF THE BLUE TIE GALA FUNDRAISER

Documents:

[Resolution_14832.pdf](#)
[Council Contingencies.pdf](#)
[Sponsorship Request.pdf](#)

Q.4. A RESOLUTION AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO RETAIN INDEPENDENT LEGAL COUNSEL TO INVESTIGATE COUNCILOR WINNER'S COMPLAINT CONCERNING THE CONDUCT OF THE CITY ATTORNEY ON OCTOBER 28, 2021

Did not Pass

Documents:

[Resolution_Q-4.pdf](#)

R. ORDINANCES – FINAL PRESENTATION

R.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_10129.pdf](#)
[Grant Agreement.pdf](#)
[HOME ARP Certifications.pdf](#)

R.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_10130.pdf](#)
[Agreement.pdf](#)

R.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_10131.pdf](#)
[P_Z Report.pdf](#)

R.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_10132.pdf](#)
[P_Z Report.pdf](#)

S. COUNCIL MEMBER CONFLICT OF INTEREST

Councilmember Lori Winner will be excused from the meeting due to a conflict of interest with agenda item number T-1

T. COMMUNICATIONS

T.1. A Citizen Filed Ethics Complaint Against Lori Winner

Required Council Action: Motion to Receive the Communication.

Complaint Dismissed

ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
MONDAY, FEBRUARY 28, 2022 – 7:00 P.M.**

MINUTES

- A. CALL TO ORDER** President Heather Graham
- B. INVOCATION** Pastor Micah Aragon, 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: Mayor Nicholas Gradisar, City Attorney Daniel Kogovsek, Chief of Staff Laura Solano, City Clerk Marisa Stoller.

E. SPECIAL RECOGNITIONS

- Achievement Presentation: “Student Art Calendar” – Pueblo Human Relations Commission

F. PUBLIC FORUM

- Deborah Martinez Martinez – Take it down
- Elvis Martinez – Update on the 150th Anniversary of Pueblo, Empty commercial building
- Steve Villegos – Columbus Statue
- Frank Cirullo - Monument
- Dave DeCenzo – Pueblo Auto Mechanics & 2035

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

Mayor Gradisar reported on the Pueblo West water vote postponement.

H. REVIEW AND APPROVAL OF THE AGENDA

The agenda was reviewed page by page. Mayor Gradisar requested that item R-11 be postponed until March 28th meeting. Ms. Martinez, seconded by Mr. Flores, moved to postpone R-11 to March 28th and to approve the agenda as modified.

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

**REGULAR CITY COUNCIL MEETING
FEBRUARY 28, 2022
PAGE TWO**

MINUTES

I. READING AND APPROVAL OF MINUTES

Mr. Flores, seconded by Ms. Martinez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **Monday, February 14, 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 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

M. RESOLUTIONS

M-1 RESOLUTION NO 14816 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

M-2 RESOLUTION NO 14817 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

M-3 RESOLUTION NO 14818 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

M-4 RESOLUTION NO 14819 CONFIRMING THE APPOINTMENT BY THE MAYOR OF ALLISON REA TO THE COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS (CCHH)

N. ORDINANCES – FIRST PRESENTATION

**REGULAR CITY COUNCIL MEETING
FEBRUARY 28, 2022
PAGE THREE**

MINUTES

- 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 – *submitted for First Presentation***

Public Hearing was Set for Monday, March 14, 2022, Notice of Hearing was Ordered Published by Title.

- 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 – *submitted for First Presentation***

Public Hearing was Set for Monday, March 14, 2022, Notice of Hearing was Ordered Published by Title.

- 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 – *submitted for First Presentation***

Public Hearing was Set for Monday, March 14, 2022, Notice of Hearing was Ordered Published by Title.

- 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 – *submitted for First Presentation***

Public Hearing was Set for Monday, March 14, 2022, Notice of Hearing was Ordered Published by Title.

O. APPROVAL OF CONSENT AGENDA

Mr. Flores, seconded by Mr. Martinez Ortega, moved 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**.

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

**REGULAR CITY COUNCIL MEETING
FEBRUARY 28, 2022
PAGE FOUR**

MINUTES

P. REGULAR AGENDA

Q. RESOLUTIONS

Q-1 RESOLUTION NO 14820 AWARDDING 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

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

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

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

Q-2 RESOLUTION NO 14821 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

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

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

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

Q-3 RESOLUTION NO 14822 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

A staff report and detailed review of the Resolution was given by Councilor Lori Winner.

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

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

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

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

Mr. Atencio, seconded by Mr. Flores, moved to approve the Resolution on Final Presentation.

**REGULAR CITY COUNCIL MEETING
FEBRUARY 28, 2022
PAGE FIVE**

MINUTES

Mr. Atencio, seconded by Ms. Martinez, moved to postpone this Resolution.

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

R. ORDINANCES – FINAL PRESENTATION

R-1 ORDINANCE NO 10116 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 Final Presentation*

A staff report and detailed review of the Ordinance was given by Monique Marez, Pueblo Food Project.

PUBLIC HEARING:

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

Mr. Flores, 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 10117 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 Final Presentation*

A staff report and detailed review of the Ordinance was given by Steven Meier, Director of Parks & Recreation.

PUBLIC HEARING:

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

Ms. Martinez, 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.

**REGULAR CITY COUNCIL MEETING
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PAGE SIX**

MINUTES

- R-3 ORDINANCE NO 10118 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 Final Presentation**

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

PUBLIC HEARING:

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

Mr. Martinez Ortega, seconded by Ms. Maestri, 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 10119 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 Final Presentation**

A staff report and detailed review of the Ordinance was given by Andra Ahrens, Interim Director of Wastewater.

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.

- R-5 ORDINANCE NO 10120 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 Final Presentation**

**REGULAR CITY COUNCIL MEETING
FEBRUARY 28, 2022
PAGE SEVEN**

MINUTES

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. 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.

R-6 ORDINANCE NO 10121 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 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. 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.

R-7 ORDINANCE NO 10122 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 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. Martinez Ortega, seconded by Ms. Maestri, moved to approve the Ordinance on Final Presentation.

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

**REGULAR CITY COUNCIL MEETING
FEBRUARY 28, 2022
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MINUTES

R-8 ORDINANCE NO 10123 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 Final Presentation*

A staff report and detailed review of the Ordinance was given by Jeff Hawkins, Director of Stormwater.

PUBLIC HEARING:

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

Ms. Flores, 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-9 ORDINANCE NO 10124 AMENDING ZONING RESTRICTIONS TO REZONE 3004 SOUTH PRAIRIE AVENUE FROM B-3, HIGHWAY AND ARTERIAL BUSINESS DISTRICT TO BP, BUSINESS PARK DISTRICT – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested the minutes of the Planning & Zoning Commission, Case Number Z 21-21, dated January 12, 2022 be made part of the record for this hearing. So moved by President Graham.

PUBLIC HEARING:

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

Mr. Martinez Ortega, 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-10 ORDINANCE NO 10125 CHANGING THE STREET NAME OF SPAULDING AVENUE LOCATED BETWEEN WEST 11TH STREET AND WEST 31ST STREET – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested the minutes of the Planning & Zoning Commission, Case Number SNC 21-03, dated January 12, 2022 be made part of the record for this hearing. So moved by President Graham.

PUBLIC HEARING:

- Bill Crain appeared in person to speak in favor of Crain
- Ashleigh Wineas appeared via zoom to speak in favor of Sun Mountain
- Dave Decinzo appeared in person to speak in favor of Sun Mountain

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PAGE NINE**

MINUTES

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

Mr. Martinez Ortega moved to change the street name to Tava. Motion died for lack of a second.

Mr. Atencio, seconded by Mr. Martinez Ortega, moved to name the street Sun Mountain Blvd.

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

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

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

R-11 POSTPONED TO MARCH 28, 2022.

R-12 ORDINANCE NO 10126 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 Final Presentation*

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

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.

R-13 ORDINANCE NO 10127 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 Final Presentation*

A staff report and detailed review of the Ordinance was given by Chief of Police Chris Noeller.

PUBLIC HEARING:

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

Ms. Martinez, 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.

**REGULAR CITY COUNCIL MEETING
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PAGE TEN**

MINUTES

R-14 ORDINANCE NO 10128 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 Final Presentation

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

PUBLIC HEARING:

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

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

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

S. EXECUTIVE SESSION

S-1 MOTION TO CONVENE INTO EXECUTIVE SESSION

Mr. Atencio, seconded by Mr. Flores, 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 a proposed sale of property owned by the City of Pueblo.

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

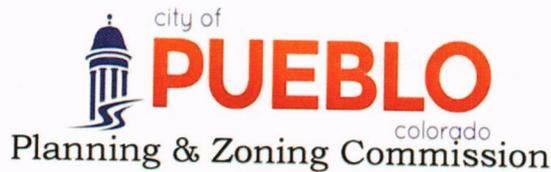
ADJOURN: 9:16 p.m. President Graham Adjourned the Meeting into Executive Session.

Respectfully submitted,



Marisa Stoller
City Clerk

Mike Castellucci
Chair
Patrick Avalos
Vice Chair
Sarah Martinez
City Council Representative



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 for 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.

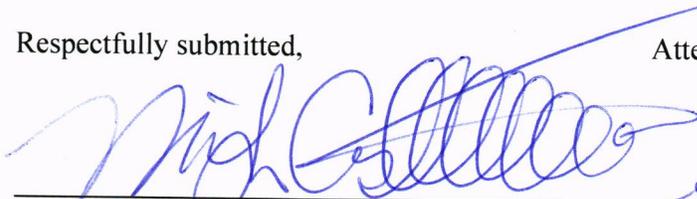
MOTION PASSED 7-0

ADJOURN

There being no further business the Regular Meeting was adjourned at 3:42 p.m.

Respectfully submitted,

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.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 14, 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 \$249,870.05 TO TONY J. BELTRAMO AND SONS, INC., AND SETTING FORTH \$40,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-003 ASPHALT PAVING IMPROVEMENTS – CITY CENTER DRIVE AND SANTA FE AVENUE AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Tony J. Beltramo and Sons, Inc., for Project No. 22-003 Asphalt Paving Improvements – City Center Drive and Santa Fe Avenue.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of asphalt repairs (rebuild and overlay) to City Center Drive between Main Street and the CDOT I-25 Right of Way.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$248,870.05 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. 14823

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$249,870.05 TO TONY J. BELTRAMO AND SONS, INC., AND SETTING FORTH \$40,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-003 ASPHALT PAVING IMPROVEMENTS – CITY CENTER DRIVE AND SANTA FE AVENUE AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 22-003 Asphalt Paving – City Center Drive and Santa Fe Avenue have been received and examined; and

WHEREAS, the proposal of Tony J. Beltramo and Sons, 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. 22-003 to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-003 Asphalt Paving – City Center Drive and Santa Fe Avenue to be performed, and the contract for said project is hereby awarded to Tony J. Beltramo and Sons, Inc., in the amount of \$249,870.05.

SECTION 2.

Funds for Project 22-003 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.....\$40,000.00

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: March 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

| Bid: 22-003 Asphalt Paving Improvements- City Center Drive and Santa Fe Avenue | | | | | Tony J. Beltramo and Sons, Inc. | Kiewit Infrastructure Co. | Martin Marietta Materials, Inc. | RME Ltd., LLC Elite Surface Infrastructure |
|--|--|--------------------|------|------------|---------------------------------|---------------------------|---------------------------------|--|
| Opening Date: February 23, 2022 Time: 10:00:00 AM | | | | | | | | |
| Item | Description | Estimated Quantity | | | | | | |
| 1 | Asphalt Cold Mill Planing +/- 2-inches | 3,275 | SY | Unit Price | 5.80 | 4.00 | 8.25 | 3.95 |
| | | | | Amount | 18,995.00 | 13,100.00 | 27,018.75 | 12,936.25 |
| 2 | Remove 18-inches of Asphalt & Roadway | 684 | CY | Unit Price | 44.00 | 38.00 | 58.50 | 71.50 |
| | | | | Amount | 30,096.00 | 25,992.00 | 40,014.00 | 48,906.00 |
| 3 | Construct 2-inch HMA PG (SX) 64-28 Asphalt Overlay | 536 | Tons | Unit Price | 93.70 | 130.00 | 115.00 | 130.50 |
| | | | | Amount | 50,223.20 | 69,680.00 | 61,640.00 | 69,948.00 |
| 4 | Construct 4-inch HMA PG (S) 64-22 Asphalt | 316 | Tons | Unit Price | 107.60 | 150.00 | 135.00 | 124.00 |
| | | | | Amount | 34,001.60 | 47,400.00 | 42,660.00 | 39,184.00 |
| 5 | Construct 12-inch Class 6 ABC | 821 | Tons | Unit Price | 26.50 | 28.00 | 46.00 | 52.20 |
| | | | | Amount | 21,756.50 | 22,988.00 | 37,766.00 | 42,856.20 |
| 6 | Adjust Sanitary Manholes to Finished Grade | 1 | EA | Unit Price | 700.00 | 400.00 | 888.00 | 91.70 |
| | | | | Amount | 700.00 | 400.00 | 888.00 | 91.70 |
| 7 | Adjust Storm Water Manholes to Finished Grade | 2 | EA | Unit Price | 700.00 | 400.00 | 888.00 | 672.50 |
| | | | | Amount | 1,400.00 | 800.00 | 1,776.00 | 1,345.00 |
| 8 | Adjust Water Values to Finished Grade | 3 | EA | Unit Price | 400.00 | 250.00 | 325.00 | 39.80 |
| | | | | Amount | 1,200.00 | 750.00 | 975.00 | 119.40 |
| 9 | Install Pavement Markings Per City Plan (Epoxy Pavement Markings – Yellow) | 566 | SF | Unit Price | 5.25 | 2.30 | 3.00 | 1.10 |
| | | | | Amount | 2,971.50 | 1,301.80 | 1,698.00 | 622.60 |
| 10 | Install Pavement Markings Per City Plan (Epoxy Pavement Markings – White) | 345 | SF | Unit Price | 5.25 | 2.30 | 3.00 | 1.10 |
| | | | | Amount | 1,811.25 | 793.50 | 1,035.00 | 379.50 |
| 11 | Install Thermoplastic Markings Per City Plan (Arrows) | 3 | EA | Unit Price | 525.00 | 230.00 | 500.00 | 611.00 |
| | | | | Amount | 1,575.00 | 690.00 | 1,500.00 | 1,833.00 |
| 12 | Install Thermoplastic Markings Per City Plan (Stop Bars) | 225 | SF | Unit Price | 12.00 | 16.00 | 13.45 | 17.70 |
| | | | | Amount | 2,700.00 | 3,600.00 | 3,026.25 | 3,982.50 |
| 13 | Install Thermoplastic Markings Per City Plan (X-Walk) | 220 | SF | Unit Price | 12.00 | 16.00 | 15.00 | 17.70 |
| | | | | Amount | 2,640.00 | 3,520.00 | 3,300.00 | 3,894.00 |
| 14 | Traffic Control | 1 | LS | Unit Price | 37,800.00 | 35,000.00 | 65,625.00 | 67,225.00 |
| | | | | Amount | 37,800.00 | 35,000.00 | 65,625.00 | 67,225.00 |
| 15 | Erosion Control & Sediment | 1 | LS | Unit Price | 500.00 | 3,000.00 | 2,250.00 | 3,056.00 |
| | | | | Amount | 500.00 | 3,000.00 | 2,250.00 | 3,056.00 |
| 16 | Mobilization/Demobilization | 1 | LS | Unit Price | 35,900.00 | 24,000.00 | 10,768.50 | 31,170.00 |
| | | | | Amount | 35,900.00 | 24,000.00 | 10,768.50 | 31,170.00 |
| 17 | Equipment and Operator to push/pile material at Monument Compound | 4 | Day | Unit Price | 300.00 | 300.00 | 1,375.00 | 970.50 |
| | | | | Amount | 1,200.00 | 1,200.00 | 5,500.00 | 3,882.00 |
| Total Base Bid | | | | | \$245,470.05 | \$254,215.30 | \$307,440.50 | \$331,431.15 |
| Bid Alternate No. 1 | | | | | | | | |
| 18 | Asphalt Patching (3-inches on 8-inches ABC) | 500 | SF | Unit Price | 6.70 | 7.00 | 15.75 | 15.40 |
| | | | | Amount | 3,350.00 | 3,500.00 | 7,875.00 | 7,700.00 |
| 19 | Asphalt Patching (3-inches) | 250 | SF | Unit Price | 4.20 | 4.00 | 6.85 | 4.40 |
| | | | | Amount | 1,050.00 | 1,000.00 | 1,712.50 | 1,100.00 |
| Total Bid Alternate No. 1 | | | | | \$4,400.00 | \$4,500.00 | \$9,587.50 | \$8,800.00 |

All prices as submitted--Evaluation Committee will determine if bidder has met bid requirements.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 14, 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 ENGINEERING SERVICES IN THE AMOUNT OF \$229,243 TO SHORT-ELLIOTT-HENDRICKSON, INC., A COLORADO CORPORATION, FOR PROJECT NO. 21-075 DILLON AND EAGLERIDGE ROUNDABOUT PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Engineering Services to Short-Elliott-Hendrickson, Inc. ("SEH"), for engineering design services for Dillon and Eagleridge Roundabout Project, No. 21-075. SEH was determined to be the most responsible bidder and will be awarded a contract in the amount of \$229,243.

PREVIOUS COUNCIL ACTION:

On September 24, 2018, by Ordinance No. 9350, City Council approved the creation of project CI1819 Eagleridge & Dillon Design and transferred money from 2018 fund balance of the General Fund in the amount of \$250,000 into Finance Account CI1819.

Ordinance 9889 passed, entering into an agreement with CDOT accepting grant funding in the amount of \$1,800,000 from FHWA, and appropriating those funds into project CI1819 – Eagleridge & Dillon Design.

BACKGROUND:

The City of Pueblo was awarded a Highway Safety Improvements Project (HSIP) through Colorado Department of Transportation (CDOT).

The grant funds along with the allocated 2018 General Funds, will be used to design and construct a traffic roundabout in the intersection of Dillon Drive and Eagleridge Boulevard in the City of Pueblo. The roundabout will provide a free flow condition for all turning movements and will eliminate stop signs. Additionally, medians, and concrete curb and gutter, striping and appropriate signage will be installed on all four quadrants to delineate lanes and instruct drivers. Crosswalks, curb raps, landscaping, and other appurtenances will also be installed.

In December 2021, the City of Pueblo solicited Requests for Proposals for engineering design services for Dillon and Eagleridge Roundabout Project. After review of the proposals, SEH 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.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$229,243 will be paid from CI1819 – Dillon and Eagleridge Roundabout 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 Dillon and Eagleridge Roundabout Project.

RECOMMENDATION:

Approval of the Resolution.

Attachments:

Proposed Resolution

Agreement for Professional Services

RESOLUTION NO. 14824

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$229,243 TO SHORT-ELLIOTT-HENDRICKSON, INC., A COLORADO CORPORATION, FOR PROJECT NO. 21-075 DILLON AND EAGLERIDGE ROUNDABOUT PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, proposals for Project No. 21-075 Engineering Design services for the CI1819 Dillon and Eagleridge Roundabout Project, have been received and examined;

WHEREAS, the proposal Short-Elliott-Hendrickson, Inc. ("SEH"), 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. 21-075 Engineering Design services for the Dillon and Eagleridge Roundabout Project to be performed, and the contract for said services is hereby awarded to Short-Elliott-Hendrickson, Inc. ("SEH"), in the amount of \$229,243.00.

SECTION 2.

Funds for said Agreement shall be paid from Project No. CI1819 – Dillon and Eagleridge Roundabout 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: March 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: [Signature]
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]

CITY CLERK

**PROPOSED AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BY AND BETWEEN
CITY OF PUEBLO AND
SHORT-ELLIOTT-HENDRICKSON, INCORPORATED**

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 Short-Elliott-Hendrickson, Incorporated a registered Minnesota Corporation authorized to do business in the State of Colorado, a professional consulting/engineering firm (hereinafter "Consultant") for Consultant to render certain professional planning, design, engineering and related services for Owner in connection with Bid 21-075 RFQ - Design and Engineering for Dillon and Eagleridge Roundabout, 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 Consultant shall satisfactorily perform professional planning and design services for all phases of Project indicated below by mark placed in the appropriate box or boxes with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances in the same location:

- Study and Report Phase
- Preliminary Design Phase
- Final Design Phase
- Preparation of Construction Documents & Bidding Phase
- Construction Services Phase

Upon completion of any phase, Consultant 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. Consultant shall also provide any landscape engineering, surveying, and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Consultant 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 Consultant 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. CONSULTING/ENGINEERING SERVICES

2.1 Study and Report Phase. If Consultant is to provide professional services with respect to the Project during the Study and Report Phase, Consultant 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 Consultant'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 Phase. If Consultant is to provide professional services with respect to the Project during the Preliminary Design Phase, Consultant 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) Consultant 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 Consultant is to provide professional services with respect to the Project during the Final Design Phase, Consultant 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. Consultant 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 Consultant's customary and usual 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) Consultant 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 Preparation of Construction Documents & Bidding Phase. If Consultant is to provide professional services with respect to the Project during the Preparation of Construction Documents & Bidding Phase, Consultant 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, Consultant 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 Consultant 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 Consultant's advice.

2.5 Construction Services Phase. If Consultant 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, Consultant shall perform the following unless otherwise stated in Schedule 1:

- (a) Perform all duties and functions to be performed by Consultant 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 Consultant'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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant's interpretation or decision, file his written objections thereto with the Consultant and Contractor.

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

(a) Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's consultants, and including designs, Drawings, Specifications, reports, and other services, irrespective of Owner's approval or acquiescence in same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his work.

(b) Consultant shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Consultant's negligent act or omission; except that Consultant 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) Consultant's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, for similarly situated Engineers, commensurate with the size, scope, and nature of the Project.

(d) Consultant shall be completely responsible for the safety of Consultant'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 Consultant's employees.

(e) Consultant 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 Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant 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 Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Consultant 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, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom Owner should address communications.

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Consultant shall submit to Owner for approval a schedule showing the order in which Consultant 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 Consultant will not be responsible for delays beyond his control.

(g) Before undertaking any work which Consultant considers beyond or in addition to the scope of work and services which Consultant has contractually agreed to perform under the terms of this Agreement, Consultant shall advise Owner in writing (i) that Consultant considers the work beyond the scope of this Agreement, (ii) the reasons the 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 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 Consultant 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.

Consultant 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. Consultant 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, Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant to have access to enter private and public property as required for Consultant to perform his services.
- (e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Consultant, 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 Consultant 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 Consultant, obtain required approvals and permits for the Project. The Consultant shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

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

Consultant'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 Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$229,243.00 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 Schedule 2 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 Consultant 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 Consultant 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 Consultant's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Consultant 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 Consultant for services required and expenditures incurred in correcting Consultant'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 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.

6.2 Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant 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 Consultant or Client. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

6.3 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 and reimbursable expenses reasonably incurred, prior to date of termination.

6.4 Consultant'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 Consultant 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 Consultant 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 Consultant, Owner shall hold harmless and indemnify Consultant 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, Consultant shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Consultant's employees. If Consultant 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) Consultant 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. Consultant 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 Consultant. 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 Consultant 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. Consultant shall provide certificates evidencing Consultant's insurance coverage required under this Agreement as a condition of approval of this Agreement by Owner.

(c) Consultant 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 Consultant, 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 Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, Attention: Director of Public Works, Department of Public Works, 211 E. "D" Street, Pueblo, Colorado, 81003, or to the Consultant at Short-Elliott-Hendrickson, Incorporated, Attn: Charles R. Gustafson, Principal-In-Charge, Pueblo, CO, 81003-3138. 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 Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Consultant 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 Consultant 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 Consultant 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, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or age. Consultant 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 Consultant 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 Consultant 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, Consultant agrees to be bound by all such mandatory federal requirements, irrespective of Consultant'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. Consultant acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Consultants shall, at Consultant's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Consultant in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Consultant understands and agrees that entry to properties not under Owner's control may require Consultant 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 Consultant and Owner arising from or relating to this Agreement or Consultant'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, Consultant 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 2 pages.
- Schedule 2- "Fee Schedule" consisting of 4 pages.
- Schedule 3 - "Identification of Personnel, Subcontractors, and Task Responsibility."
- Schedule 4 – "State of Colorado Intergovernmental Agreement dated April 6, 2021."

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 Consultant 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, 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 Contract 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 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 Consultant 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 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 the agreement 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

The 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 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

SHORT-ELLIOTT-HENDRICKSON,
INCORPORATED

By _____
Naomi Hedden, Director of Purchasing

By _____
Charles R. Gustafson, Principal-In-Charge

Attest _____
City Clerk

[S E A L]

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 – "State of Colorado Intergovernmental Agreement."

Schedule 1
Scope of Services

Excerpt from Section 3 of RFQ dated December 15, 2021

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, Manual on Uniform Traffic Control Devices (MUTCD) and City of Pueblo *Standard Construction Specifications and Standard Details*.

3.1.1 Preliminary Design Phase

- Perform fieldwork (surveying, geotechnical testing, etc.) as required to provide the complete design.
- Prepare preliminary design plans (considered as 30% complete relative to final design) that adequately represent the design intent as represented in the preliminary design from the CDOT grant and in compliance with PROWAG, MUTCD, CDOT and City Specifications.
- Provide Subsurface Utility Engineering (SUE)
- Consultant shall provide the research necessary to determine the right-of-way and provide detailed identification for land acquisitions, temporary and permanent easements and provide legal descriptions and exhibits for acquisitions.
- Provide right-of-way plans showing temporary and permanent easements where required.
- Provide coordination with all applicable agencies as required (City Departments, adjacent property owners, utility companies, CDOT, etc.).
- Allow a minimum two (2) full weeks for City and CDOT staff review.
- Coordinate a Field Inspection Review (FIR) meeting with the City and CDOT staff to review the design plan comments
- Incorporate review and FIR comments into documents after the FIR Meeting.
- Prepare for and host public information meetings; one (1) minimum.
- 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).
- Provide all necessary documents to obtain clearances that are required by CDOT.
- Allow a minimum two (2) full weeks for City and CDOT staff review.
- Coordinate a 90% Final Office Review (FOR) meeting with the City and CDOT staff to review the design plan comments
- Incorporate review and FOR comments into documents after the FOR Meeting.
- Update the project cost estimate.

3.1.3 Preparation of Contract Documents and Bidding Phase

- Provide stamped Contract Documents (drawings, specifications, bid tabulation, etc.) for bidding the project in accordance with the requirements of the Director of Public Works and the City's procurement process.
- Provide electronic files of drawings to the City in AutoCAD format.
- Provide design drawings and specifications in both Microsoft Word and Adobe PDF formatting.
- Provide final cost estimate and bid tabulation in Microsoft Excel format.

3.1.4 Construction Services Phase

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

- Assist with resolution of critical construction issues as needed in an "on call" capacity (estimate 20 hours)
- Attend pre-bid, pre-construction, and other critical meetings as related to the project (estimate 5 hours).
- Attend specific construction issue meetings on an on-call basis (estimate 20 hours)

| Request for Proposal - Fee Schedule 21-075 - Design and Engineering for Dillon and Eagleridge Roundabout | | Preliminary Design | | | | | | | | Final Design Phase | | | | | Preparation of Contract Documents and Bidding Phase | | Construction Services | |
|---|------------|---|--|---|---|---|---|---|---|--|---|-------------------------------|--|---|---|---|---|---------------------|
| Labor Category | Labor Rate | Project Kick-off Conference Meeting with City. Includes Agenda and Meeting Minutes. | Task Order Oversight, Reporting, Project Management, Client Communication, Scheduling, Internal Team Management, Coordination, and Team Meetings | Perform fieldwork (surveying, geotechnical investigations, etc.) as required to provide right-of-way plans, property acquisitions, and conceptual overall design. | Prepare legal descriptions and Right-of-Way Plans for all necessary temporary and/or permanent easements, and real property acquisitions. | Prepare preliminary design plans (considered as 30% complete relative to final design) for City's review and comment. The preliminary design plans shall adequately represent the design intent as represented in the preliminary design from the CDOT grant and compliance with applicable standards and specifications. | Coordinate with City and CDOT for review of all drawings and specifications. Attend FIR Meeting with CDOT and City Staff. Incorporate review comments into FOR submittal. | Prepare a detailed project cost estimate. | Stakeholder and Public Input Meetings (Assume (1) 2 hour meeting) | Task Order Oversight, Reporting, Project Management, Client Communication, Scheduling, Internal Team Management, Coordination, and Team Meetings | Perform final engineering and site design (FOR Package) for presentation including plan and profile, sections, stormwater plans and related work details (including all incidentals). | Updated project cost estimate | Coordinate with City and CDOT for review of all drawings and specifications. Incorporate review comments and revisions into all documents. Attend FOR Meeting with CDOT and City Staff. Incorporate FOR review comments into Final PS&E. | Coordinate with CDOT for review of the documents and all necessary clearances required by CDOT. | 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. | Compile Contract Documents into electronic media for delivery to City of Pueblo | Attend specific construction issue meetings on an on-call basis (estimate 20 hours) | Total Hours |
| Project Manager/Civil Lead - (Jimmie Hayson) | \$170.00 | 2 | 14 | 2 | 2 | 4 | 2 | 1 | 8 | 14 | 4 | 1 | 2 | 4 | 2 | 6 | 29 | 97 |
| Quality Control/Assurance Manager (Drew Chandler) | \$203.00 | | | | | 4 | | | | | | | 8 | | 2 | | | 14 |
| Sr Professional Engineer II (Scott Hotckin) | \$162.00 | 2 | 1 | | | 36 | | | | | 18 | | 4 | 4 | | | 8 | 73 |
| Sr. Professional Engineer II (Tim Nuetzel) | \$165.00 | 2 | 4 | 2 | 2 | 26 | 2 | 2 | | 4 | 40 | 2 | 43 | | 8 | 2 | | 139 |
| Graduate Engineer (Craig Hayson) | \$108.00 | | 2 | | 5 | 82 | | 8 | | 2 | 146 | 8 | 86 | | 19 | | 8 | 366 |
| Sr. Landscape Architect (Molly Wagner) | \$135.00 | | | | | 12 | | 2 | 2 | | 24 | 2 | 6 | 2 | 6 | 1 | | 57 |
| Sr. Professional Engineer (David Hoesly) | \$162.00 | | 2 | | | 23 | | | | 2 | 23 | | 15 | | 8 | | | 73 |
| Professional Engineer (Justin Jones) | \$132.00 | | 2 | | | 108 | | 2 | | 2 | 124 | 2 | 48 | | 15 | 6 | | 309 |
| Staff Planner (Andy Arnold) | \$125.00 | | | | | | | | 20 | | | | | | | | | 20 |
| Sr. Professional Engineer II (John Carlson) | \$220.00 | | | | | | | | | | | | | | | | | 1 |
| Sr. Electrical Engineer (Ken Taillon) | \$195.00 | | | | | 7 | | | | | 1 | | | | | | | 1 |
| Electrical Designer (Andrew Felber) | \$140.00 | | 1 | | | 1 | | | | | 7 | | | | | | | 14 |
| Electrical Designer (Jon Kruse) | \$145.00 | 1 | | | | 16 | 1 | 5 | | | 28 | 5 | 1 | | 3 | | | 60 |
| Senior PLS - (Scott Klinker) | \$147.00 | 2 | | 10 | 52 | | | | | | | | | 3 | | | | 67 |
| Field Surveyor - (Jason Lord) | \$120.00 | | | 36 | | | | | | | | | | | | | | 36 |
| Field Surveyor - (Ben Hardenberg) | \$102.00 | | | 108 | 32 | | | | | | | | | | | | | 140 |
| S.U.E. Technician - (Bob Ewing) | \$98.00 | | | 64 | | | | | | | | | | | | | | 64 |
| S.U.E. Manager - (Josh Anfinson) | \$205.00 | | | 8 | | 8 | 2 | | | | 4 | | 2 | | | | | 24 |
| Sr. Accounting Representative - (Suzie O'Connor) | \$118.00 | | 4 | | | | | | | 6 | | | | | | | | 10 |
| Total Hours | | 9 | 30 | 230 | 93 | 327 | 7 | 20 | 30 | 30 | 421 | 20 | 215 | 13 | 63 | 15 | 45 | 1568 |
| Total Labor Cost | | \$1,433 | \$4,618 | \$25,388 | \$12,118 | \$45,537 | \$1,225 | \$2,623 | \$4,130 | \$4,552 | \$56,043 | \$2,623 | \$29,126 | \$2,039 | \$8,639 | \$2,277 | \$7,090 | \$209,461.00 |
| Other Direct Costs / Equipment / Materials / Supplies / Re-production / Mailings / Shipping / Services | | | | | | | | | | | | | | | | | | |
| Geotechnical - Vivid Engineering Group | | | | \$10,316 | | | | | | | | | | | | | | \$10,316.00 |
| GPS/Robotics | | | | \$1,620 | \$180 | | | | | | | | | | | | | \$1,800.00 |
| Vehicle Charge (\$4.50/hr) | | | | \$630.00 | \$54 | | | | | | | | | | | | | \$684.00 |
| S.U.E. Equipment (ULLE) | | | | \$550 | | | | | | | | | | | | | | \$550.00 |
| Title Commitment (4) | | | | | \$2,400 | | | | | | | | | | | | | \$2,400.00 |
| Subtotal | | \$0.00 | \$0.00 | \$13,116.00 | \$2,634.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$15,750.00 |
| Travel Expenses / Vehicle Mileage / Lodging / M&IE / Per Diem | | | | | | | | | | | | | | | | | | |
| Number of People Traveling: | | | | 4 | 1 | | | | | | | | | | | | | |
| Meals and Lodging | | | | | | | | | | | | | | | | | | |
| Lodging = \$125/ Night. | | | | \$2,125.00 | | | | | | | | | | | | | | \$2,125.00 |
| Meals = \$55 Per Diem | | | | \$990.00 | | | | | | | | | | | | | | \$990.00 |
| Vehicle Mileage - Travel to/from | | | | | | | | | | | | | | | | | | |
| Round Trip Mileage - Federal GSA Rate = \$0.56/mile (2021 Rate). | | | | \$783.00 | \$134.00 | | | | | | | | | | | | | \$917.00 |
| Airefare- Travel to/from + Baggage Fees | | | | | | | | | | | | | | | | | | |
| Round Trip | | | | | | | | | | | | | | | | | | \$0.00 |
| Rental Car | | | | | | | | | | | | | | | | | | |
| Rental Car = \$65/day | | | | | | | | | | | | | | | | | | \$0.00 |
| Rental Car Fuel | | | | | | | | | | | | | | | | | | \$0.00 |
| Subtotal -- Travel Expenses / Vehicle Mileage / Lodging / M&IE / Per Diem | | \$0 | \$0 | \$3,898 | \$134 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$4,032.00 |
| Total Cost | | \$1,433.00 | \$4,618.00 | \$42,402.00 | \$14,886.00 | \$45,537.00 | \$1,225.00 | \$2,623.00 | \$4,130.00 | \$4,552.00 | \$56,043.00 | \$2,623.00 | \$29,126.00 | \$2,039.00 | \$8,639.00 | \$2,277.00 | \$7,090.00 | \$229,243.00 |

January 14, 2022

Purchasing Department
230 South Mechanic Street
Pueblo CO, 81003



Building a Better World
for All of Us®

**Design and Engineering for Dillon and Eagleridge Roundabout -
Proposed Fee Schedule**

POST AWARD CONSTRUCTION SERVICES

SEH proposes the following personnel for the Post Award Construction Services for the Dillon and Eagleridge Roundabout:

| | | |
|--------------------|---------------------------|--------------|
| Jimmie Hayson, PE | Project Manager | \$175.00/hr. |
| Scott Hotchkin, PE | Sr. Professional Engineer | \$167.00/hr |
| Craig Hayson | Graduate Engineer | \$110.00/hr. |

Additional resources are available and will be in accordance with the approved rate schedule included within Part 2 of this RFQ.

SEH HOURLY BILLABLE RATES – 2022

| CLASSIFICATION - OFFICE STAFF | BILLABLE RATE ⁽¹⁾ |
|---------------------------------|------------------------------|
| Principal | \$170.00 - \$270.00 |
| Project Manager | \$140.00 - \$240.00 |
| Senior Project Specialist | \$135.00 - \$220.00 |
| Project Specialist | \$100.00 - \$175.00 |
| Senior Professional Engineer I | \$115.00 - \$180.00 |
| Senior Professional Engineer II | \$140.00 - \$225.00 |
| Professional Engineer | \$105.00 - \$165.00 |
| Graduate Engineer | \$85.00 - \$135.00 |
| Senior Architect | \$125.00 - \$210.00 |
| Architect | \$110.00 - \$150.00 |
| Graduate Architect | \$85.00 - \$110.00 |
| Senior Landscape Architect | \$115.00 - \$170.00 |
| Landscape Architect | \$95.00 - \$125.00 |
| Graduate Landscape Architect | \$85.00 - \$100.00 |
| Senior Scientist | \$130.00 - \$170.00 |
| Scientist | \$90.00 - \$135.00 |
| Graduate Scientist | \$80.00 - \$105.00 |
| Senior Planner | \$130.00 - \$210.00 |
| Planner | \$100.00 - \$150.00 |
| Graduate Planner | \$90.00 - \$120.00 |
| Senior GIS Analyst | \$110.00 - \$175.00 |
| GIS Analyst | \$100.00 - \$120.00 |
| Project Design Leader | \$120.00 - \$185.00 |
| Lead Technician | \$105.00 - \$170.00 |
| Senior Technician | \$90.00 - \$135.00 |
| Technician | \$65.00 - \$115.00 |
| Graphic Designer | \$90.00 - \$145.00 |
| Administrative Professional | \$55.00 - \$130.00 |

| CLASSIFICATION - FIELD STAFF | BILLABLE RATE ⁽¹⁾ |
|--------------------------------------|------------------------------|
| Professional Land Surveyor | \$110.00 - \$160.00 |
| Lead Resident Project Representative | \$95.00 - \$155.00 |
| Senior Project Representative | \$90.00 - \$135.00 |
| Project Representative | \$75.00 - \$125.00 |
| Survey Crew Chief | \$85.00 - \$135.00 |
| Survey Instrument Operator | \$60.00 - \$95.00 |
| SUE Manager | \$180.00 - \$210.00 |
| SUE Technician | \$95.00 - \$120.00 |

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project. The rates shown are subject to change.

Effective: January 1, 2022

Expires: December 31, 2022

21-075 SEH Agreement for Dillon and Eagleridge Roundabout

SEH SCHEDULE OF EXPENSES – 2021

VEHICLE MILEAGE RATES

2022 IRS Rate \$0.585/mile

VEHICLE ALLOWANCE COSTS

Resident Project Representative \$16.00/day

Survey and Field Vehicle \$4.50/hour + \$0.585/mile

SURVEY EQUIPMENT

Robotic Total Station \$30.00/hour

Global Positioning System (GPS) \$30.00/hour

Underground Utility Locating Equipment (UULE) \$25.00/hour

COMPUTER EQUIPMENT

Computer Charges per Direct Hour of Labor \$3.00/hour

OTHER EQUIPMENT EXPENSES

SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; and many others. Our equipment is frequently upgraded to utilize current technology. You will be charged for equipment usage per your agreement with SEH.

Rates are subject to change.

IDENTIFIABLE REPRODUCTION AND REPROGRAPHIC COSTS ^{(1) (2)}

| Item | 8½x11 | 11x17 | Large Format | Per Item |
|---------------------------------|-------------|-----------|---------------------|-------------------|
| Black/White Copy ⁽³⁾ | 0.07 | 0.24 | 0.95 + 0.05/sq. ft. | |
| Color Copy ⁽³⁾ | 0.46 | 1.02 | 0.95 + 2.55/sq. ft. | |
| Mylar | | | 5.00 | |
| CD Copy | | | | 3.00 |
| Lamination | 2.00 | 3.50 | 3.50/sq. ft. | |
| Laminated Foamcore | | | | |
| - up to 30"x42" | | | 40.00 | |
| - larger than 40"x60" | | | 75.00 | |
| 3-Ring Binder | <i>size</i> | <i>2"</i> | <i>3"</i> | <i>4"</i> |
| | <i>cost</i> | 3.20 | 4.80 | 7.24 |
| Machine Folding | | | | 0.02 |
| Binding | | | | |
| - wire | | | | 3.60 |
| - comb | | | | 3.20 |
| Covers | | | | |
| - custom | | | | 0.15 |
| - blank | | | | 0.03 |
| Tabs (white) | | | | 0.20 |
| Mailing/Processing | | | | UPS or USPS rates |

⁽¹⁾ prices include operator time

⁽²⁾ prices denote single-sided printing

⁽³⁾ standard stock, white paper used for pricing

Prices are subject to change.

Excerpt from Engineers Proposal dated January 14, 2022



Statement of Qualifications and Experience

SEH opened our active Pueblo office in 2004, and our emphasis on serving this community back then has only grown. The City will benefit from the strong guidance that SEH's local civil engineering team can provide regarding this roundabout project. We'll help take your project from concept to reality. SEH's strength is our ability to analyze field conditions and develop accurate, site specific plans to meet our client's goals and stay focused on the end product, not the path.

PRIME CONSULTANT

SHORT ELLIOTT HENDRICKSON INC. (SEH®)

SEH is an employee-owned engineering, architectural, environmental and planning company that helps government, industrial and commercial clients find answers to complex challenges. This year, we are celebrating 94 years in business.

Our 800-plus professional staff share a core purpose: Building a Better World for All of Us®. This approach reflects a companywide commitment to improving the quality of life by focusing on these market areas: mobility, better places, clean water and infrastructure renewal.

Headquartered in St. Paul, Minnesota, and with 32 offices in 10 states, you'll find evidence of our work throughout Colorado and the United States. **SEH employs approximately 95 professionals in Colorado, and for the past 21 years we have served Colorado** by providing our expertise in design, rehabilitation, maintenance and construction to local communities similar to the City of Pueblo.

On this project, we have employees in our Pueblo office who understand the local challenges faced by City of Pueblo staff when it comes to expanding and upgrading its transportation infrastructure. SEH takes a total team approach that includes building strong, productive partnerships with our clients and agency stakeholders, such as CDOT. We will help the City, as an extension of your staff, to create a successful project, while making the most out of every dollar available.

CONTACT INFORMATION

503 N. Main Street, Ste. 225
Pueblo, CO 81003
719.423.7400 (main)
888.908.8166 (fax)

Project Manager/ Local Contact

Jimmie Hayson, PE
719.468.8373
jhayson@sehinc.com

SHORT ELLIOTT HENDRICKSON INC.

Founded in
1927

EMPLOYING

 **800+**

engineers, architects,
planners, scientists and
talented professionals

WHO WORK TOGETHER TO SERVE

4 market areas: mobility,
better places, clean water
and renewing infrastructure



AN IMPRESSIVE **80%**

 of our clients are
repeat customers

SUBCONSULTANTS



VIVID ENGINEERING GROUP, INC. (VIVID)

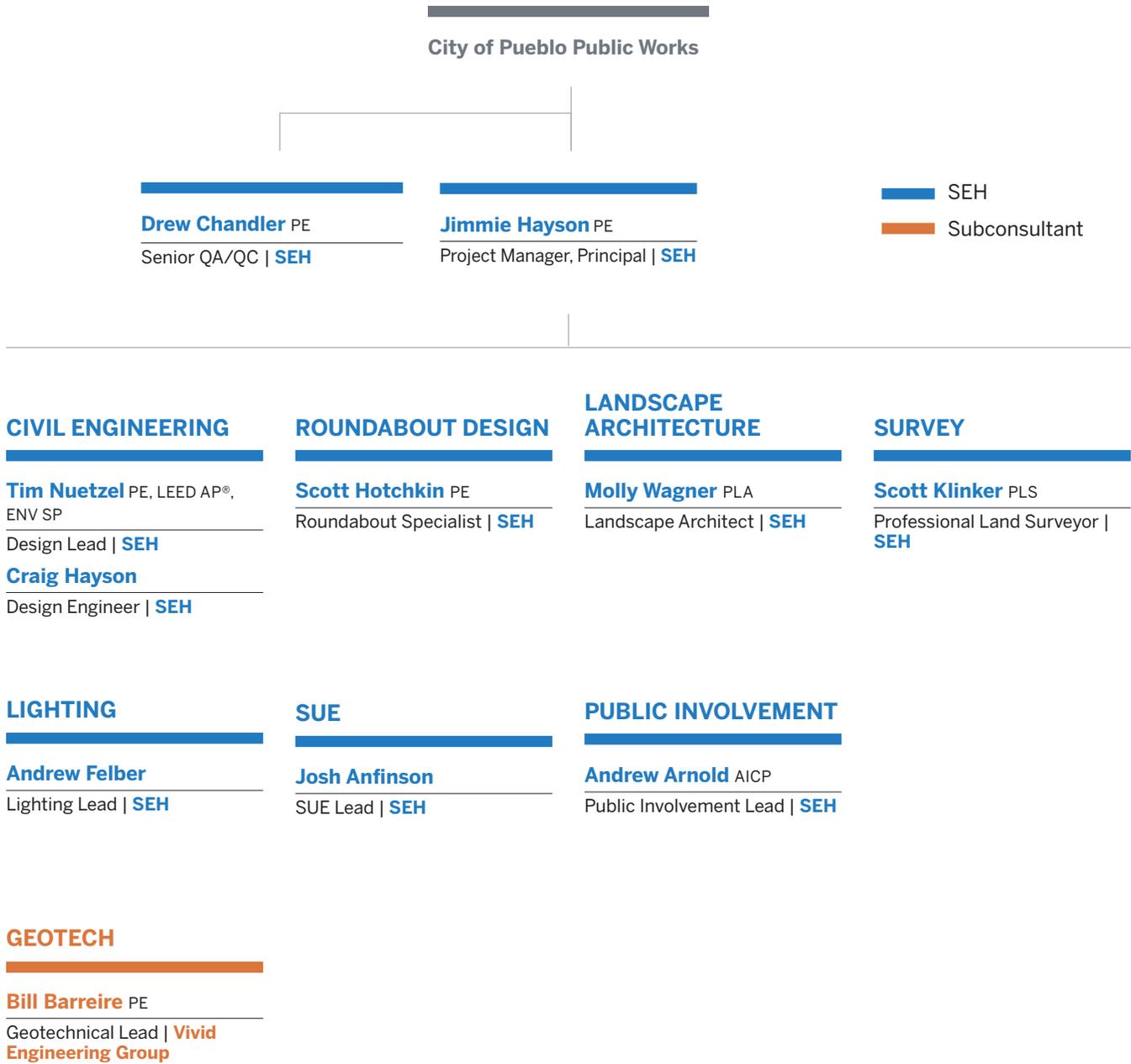
VIVID provides geotechnical, environmental, and construction support services focused on transportation, water, energy, utility, government, and commercial market sectors, for which our principals have over 120 years of collective experience. We are currently comprised of four principal owners and 40 additional staff.

VIVID has two office/lab locations: 1053 Elkton Drive, Colorado Springs, CO 80907; and 3885 Forest Drive, Denver, Colorado 80207. Our lab facilities are AASHTO, AMRL/CCRL certified and full-service geotechnical and construction materials testing laboratories for soil, aggregate, concrete, and asphalt testing.

VIVID's professional engineers and support staff that are slated for this project have decades of practical experience including a significant amount of open-channel and drainage-related experience for numerous entities including the City of Colorado Springs, Colorado Springs Utilities, El Paso County, Fountain Watershed, and numerous other city and county agencies within Colorado. The geotechnical services for this project will be led by William (Bill) J. Barreire, PE. As presented in his resume, Bill provides an unparalleled collection of experience that is directly relevant to this project.

KEY INDIVIDUALS

This section describes the professional qualifications, availability and experience of the team members selected for the City of Pueblo’s Design and Engineering for Dillon and Eagleridge Roundabout Project. Led by Jimmie Hayson out of our downtown Pueblo office, our team is composed of engineers, planners, landscape architects and construction services professionals who are available and committed over the lifetime of this project. The individuals shown below are key personnel for the project.



The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.

JIMMIE HAYSON PE

PROJECT MANAGER, PRINCIPAL | SEH

Jimmie is a civil engineer with extensive experience providing project management, design, planning, construction administration and inspection for various civil and municipal engineering projects. His project experience includes street and utility reconstruction, storm drainage improvements, wastewater improvements, master plans, site development for residential and commercial sites, residential and commercial foundation systems, storm drainage improvements and individual sewage disposal systems for residential and commercial sites.

EXPERIENCE

Spaulding Avenue Roundabout (Pueblo West Metropolitan District) - Pueblo West, CO

Project manager for project. Pueblo West Metro District was the recipient of three High Risk Rural Road Safety grants administered through the Colorado Department of Transportation, of which the Spaulding Roundabout ranked as priority. SEH prepared the design of this three-legged roundabout near Pueblo West High School to address safety concerns resulting from lengthy queued vehicles during peak hours and impeding emergency vehicle access. SEH performed modeling, preliminary layout, final design and construction phasing services.

Trinidad Five Points Roundabout Feasibility Study (City of Trinidad) – Trinidad, CO

Project Manager for the conceptual roundabout layouts for the design of the 'Five Points' intersection just off I-25 Exit 14 in Trinidad, Colorado. The projected objective was to perform design services for a new roundabout that would guide drivers safely into Trinidad for this confusing five-point intersection. SEH investigated three roundabout options and one intersection re-configuration option. The City of Trinidad preferred option was to re-configure the intersection to traditional four-legged intersection.

Peakview Avenue/Peoria Street Roundabout (City of Centennial) – Centennial, CO

Quality assurance manager for this project involved the design of a multilane roundabout at the intersection of Peakview Avenue and Peoria Street. Work included surveying and mapping, traffic analysis, conceptual and final layout, grading, LED lighting, right-of-way and easement legal descriptions, coordination with adjacent property owners and Arapahoe County Water and Wastewater Authority and drainage. Drainage design addressed water quality requirements for the Cherry Creek Basin Authority. The project construction budget was about \$1.1 million.

I-25/Dillon Drive Interchange Improvements (City of Pueblo) – Pueblo, CO

Engineer. SEH led a consultant team tasked with securing approvals of the engineering studies and conceptual engineering design and continuing design through bid documents and engineering services during construction for the I-25/Dillon Drive Interchange Improvements project. The project included a two-span bridge, 170 ft. long precast concrete bridge, 33,400 sq. ft. of block face mechanically stabilized earth walls, two roundabouts and seven miscellaneous structures associated with project drainage and utilities. The drainage structures included a sediment forebay stilling basin, outlet structure, rigid boundary baffle chute, pipe/culvert connection box and a forebay slab.



Jimmie will be the Project

Manager and lead point of contact

to the City. His local presence and

availability will benefit the City as

extension of your staff.

25

YEARS OF EXPERIENCE



EDUCATION

Bachelor of Science
Civil Engineering Technology
University of Southern
Colorado-Pueblo

Associate of Science
Otero Junior College - La Junta, CO



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in CO, AZ, ID,
NM, NV, SD, TX, UT, WI, WY



AVAILABILITY

50%

SCOTT HOTCHKIN PE

ROUNABOUT SPECIALIST | SEH



Scott is SEH's roundabout and complex intersection design expert and has spent all his 22 years' experience refining his expertise. Scott's roundabout experience includes the analysis and design of more than 200 roundabouts in Wisconsin, Minnesota, Colorado, Iowa and Indiana. Scott is proficient in the roundabout analysis software's RODEL, HCS and SIDRA. Along with the analysis software, Scott also regularly utilizes Autoturn Pro to verify the design and check vehicles can navigate the roundabouts both horizontally and vertically.

EXPERIENCE

Spaulding Avenue Roundabout (Pueblo West Metropolitan District) - Pueblo West, CO

Lead roundabout design engineer for project. Pueblo West Metro District was the recipient of three High Risk Rural Road Safety grants administered through the Colorado Department of Transportation, of which the Spaulding Roundabout ranked as priority. SEH prepared the design of this three-legged roundabout near Pueblo West High School to address safety concerns resulting from lengthy queued vehicles during peak hours and impeding emergency vehicle access. SEH performed modeling, preliminary layout, final design and construction phasing services.

Wolfensberger Roundabout Design – Town of Castle Rock, CO

Lead roundabout design engineer on the design to replace an existing four-way stop controlled intersection with a roundabout. The project scope included analyzing existing intersection operations; determining ideal lane configurations and adequate size for the new roundabout; evaluating roundabout location and related site impacts; and developing design plans, construction phasing and work zone traffic control plans.

North Vista Highlands Roundabout Review – City of Pueblo, CO

Lead roundabout design engineer responsible for the review of two roundabouts on Home of Heroes Parkway at Cedarweed Blvd. and Walking Stick Blvd. Project included initial review and recommendations that required a full geometric redo followed by a more detailed check of vehicle movements and design parameters. The finished product was a much better design with proper speed control which will provide safer accommodations for all users.

Peakview Avenue/Peoria Street Roundabout – City of Centennial, CO

Lead roundabout design engineer responsible for RODEL analysis, conceptual layout and final design of the multilane roundabout. Deliverables included surveying and mapping, traffic analysis, conceptual and final layout, grading, LED lighting, ROW and easement legal descriptions, coordination with adjacent property owners and Arapahoe County Water and Wastewater Authority, and drainage design.

I-25/Dillon Drive Interchange Improvements (City of Pueblo) – Pueblo, CO

Lead roundabout design engineer this SEH led a consultant team tasked with securing approvals of the engineering studies and conceptual engineering design and continuing design through bid documents and engineering services during construction for the I-25/Dillon Drive Interchange Improvements project. The project included a two-span bridge, 170 ft. long precast concrete bridge, 33,400 sq. ft. of block face mechanically stabilized earth walls and seven miscellaneous structures associated with project drainage and utilities.

22

YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Civil Engineering
University of Minnesota-Minneapolis

Bachelor of Science
Math and Physics
Augustana College - Sioux Falls, SD



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in CO, MN, WI,
SD, IN, IA, IL, NE, TX, VA



AVAILABILITY

65%

DREW CHANDLER PE

SENIOR QA/QC | SEH

Drew is a highly experienced project manager and construction manager responsible for leading projects ranging in all sizes and complexities. As a field engineer he is responsible for performing and overseeing construction administration from pay request review to field inspections; his work includes long-term on-site construction oversight for national park projects in the Rocky Mountain and Pacific Northwest areas of the US. Drew's civil engineering experience spans drainage, roadway, utility, structural and foundations work.



24

YEARS OF EXPERIENCE

EXPERIENCE

Aztec North Main Extension (City of Aztec) – Aztec, NM

Civil engineer responsible for design and construction administration for the City of Aztec's North Main Extension project including a roundabout at the north terminus of the extension project. The scope of work included the design of the roundabout, utility extensions, floodplain determination and LOMR application, easement acquisition, survey and landscape Public engagement played a large role in building consensus for the corridor to accommodate pedestrians, bicycles and automobiles.

Fort Lewis College Entry Feature (Fort Lewis College) – Durango, CO

Civil engineer and landscape architect responsible for concept design and bid package for construction of an 8000 sq ft. roundabout at the primary entrance for the College. The scope of work included the design of sight distance calculations and geometry, signage plan, stone veneer wall, College entry sign, rock art installation, and a landscape and grading design. This also included a design of inlets, manhole locations for water and irrigation. Construction observation services were also provided to the college for the project.

Rio Hondo Drainage Improvement Project (Twining Development, LLC) – Taos Ski Valley, NM

Drew is the project manager for this ongoing project that began in 2015 within the core village area of Taos Ski Valley, NM. Located at nearly 9,000 ft. above sea level, this mountain resort community is in the process of upgrading their roads, utilities, stormwater treatment and detention, as well as upgrading multiple river crossings and creating a trail network to serve the community. With both the North and Lake Forks of the Rio Hondo river converging within the core village, the project includes multiple pre-cast arch and box culvert river crossings, as well as dedicated pedestrian pathways and bridges. As part of the design, the team analyzed the Rio Hondo river basin to determine the 100 year flood event flows in order to effectively size the structures and provide proper scour protection, all while working with biologists to maintain effective fish passage through these structures.

32 Kachina Basin (Twining Development, LLC)

Project manager responsible for overall site design including restaurant arrival court, roadway design, grading and drainage, stormwater conveyance and treatment, all at elevations above 10,000 ft asl.



EDUCATION

Bachelor of Civil Engineering
University of Minnesota-Twin Cities



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in CO, MT, NM, UT



AVAILABILITY

15%

TIM NUETZEL

PE, LEED AP®, ENV SP
DESIGN LEAD | SEH



Tim is a senior professional engineer with extensive experience in roadway, water and wastewater system design, storm drainage and site designs. He takes pride in detailed and thorough design that minimizes field questions or adjustments. Tim's experience also includes utility coordination, trail design, hydraulic design and site improvements.

EXPERIENCE

Peakview Avenue/Peoria Street Roundabout Design – City of Centennial, CO
Senior project engineer responsible for design of roadway profiles, grading and drainage of the City's first multilane roundabout at the intersection of Peakview Avenue and Peoria Street. Work included surveying and mapping, traffic analysis, conceptual and final layout, grading, LED lighting, ROW and easement legal descriptions.

Spaulding Avenue Roundabout (Pueblo West Metropolitan District) – Pueblo West, CO

Senior project engineer for project. Pueblo West Metro District was the recipient of three High Risk Rural Road Safety grants administered through the Colorado Department of Transportation, of which the Spaulding Roundabout ranked as priority. SEH prepared the design of this three-legged roundabout near Pueblo West High School to address safety concerns resulting from lengthy queued vehicles during peak hours and impeding emergency vehicle access. SEH performed modeling, preliminary layout, final design and construction phasing services.

HRRR Safety Projects (Pueblo West Metropolitan District) – Pueblo West, CO
Senior project engineer. The projects consisted of safety improvements such as lane widening, turn lanes, signing and striping at two locations. Project responsibilities included horizontal and vertical layouts and modeling, utility relocation design and preparation of specifications and cost estimates.

Founders Parkway (SH 86), Fifth Street and Ridge Road Intersection Improvements –Town of Castle Rock, CO

Senior engineer responsible for quality control of project design documents. The project includes roundabout design, drainage design, plan preparation, cost estimating and coordination with Town and CDOT staff.

Barnes Road Widening (City of Colorado Springs) – Colorado Springs, CO
Project engineer. SEH provided the preliminary and final design for the widening of Barnes Road as part of our on-call contract. The project improves a 1/2 mile section of Barnes Road by providing a four-lane median separated roadway, bicycle lanes and a new traffic signal.

Baseline/29th, Colorado/Regent and Broadway/Rayleigh Intersection Improvement Design (City of Boulder) – Boulder, CO

Project engineer. SEH updated three separate intersections to address different types of issues at each intersection. Improvements include improved bicycle and pedestrian facilities and right turn/deceleration lane. The project required significant coordination with City representatives and local community organizations who were highly invested in promoting bicycle and pedestrian safety.

22

YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Civil Engineering
Purdue University - West Lafayette, IN



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in CO

ENVISION Sustainability
Professional (ENV SP), Institute for
Sustainable Infrastructure

LEED AP, U.S. Green Building Council



AVAILABILITY

50%

CRAIG HAYSON

DESIGN ENGINEER | SEH



Craig is a graduate engineer with experience in civil engineering and construction administration and inspection. His experience includes civil site design, utility design and site grading. Craig is proficient in AutoCad Civil 3D.

EXPERIENCE

Spaulding Avenue Roundabout (Pueblo West Metropolitan District) - Pueblo West, CO

Graduate engineer for project. Pueblo West Metro District was the recipient of three High Risk Rural Road Safety grants administered through the Colorado Department of Transportation, of which the Spaulding Roundabout ranked as priority. SEH prepared the design of this three-legged roundabout near Pueblo West High School to address safety concerns resulting from lengthy queued vehicles during peak hours and impeding emergency vehicle access. SEH performed modeling, preliminary layout, final design and construction phasing services.

HRRR Safety Projects (Pueblo West Metropolitan District) – Pueblo West, CO

Graduate engineer for two HRRR Grant projects administered through CDOT. The projects consisted of safety improvements such as lane widening, turn lanes, signing and striping.. Project responsibilities included horizontal and vertical layouts and modeling, utility relocation design and preparation of specifications and cost estimates.

North Mesa Safe Routes to School (SRTS) Construction Administration (Pueblo County Facilities) – Pueblo, CO

Resident project representative responsible for construction administration of this 3,000+ LF trail project administered through the CDOT SRTS Program. Craig's responsibilities included construction observation and oversight of construction administration to ensure that final documentation was reasonable and justifiable. This CDOT Local Agency Safe Routes to School trail project included a 6 ft. wide, 3,000 lf long concrete sidewalk that connected 30th Lane and 29th Lane along Gale Road and Windrow Road to North Mesa Elementary School. The project required coordination with existing Gale Road improvements by Pueblo County Public Works, and the acquisition of additional right-of-way.

TAP Trail 3 (Pueblo West Metropolitan District) – Pueblo West, CO

Design engineer for this Local Agency Transportation Alternatives Program (TAP) project funded through the CDOT. The trail alignment is being constructed in the existing SDS (Southern Colorado Delivery) corridor connecting Industrial Boulevard to Purcell Boulevard and a from the SDS/Industrial Boulevard intersection to the west connecting to the CDOT Region 2 Purcell Interchange project. The 2.6-mile trail is a 8 ft. wide asphalt section with a 4-ft. gravel shoulder soft trail that meanders along the alignment, crossing public streets.

Northern Ave Trail Ph 3 (City of Pueblo) – Pueblo, CO

Graduate engineer. The project consists of design of a trail and streetscape along Northern Avenue between Cambridge Avenue and Prairie Avenue, and along the west side of Prairie Avenue to Mesa Avenue. Additionally, signalization design was involved to upgrade the easterly signals on Prairie Avenue. The project is funded through the Colorado Department of Transportation -Transportation Alternatives Program, which required design to be in compliance with FHWA guidelines.

3

YEARS OF EXPERIENCE



EDUCATION

Bachelor of Science
Civil Engineering Technology
Colorado State University-
Pueblo, CO

Associate of Arts
Pueblo Community College -
Pueblo, CO

Associate of Science
Pueblo Community College -
Pueblo, CO



AVAILABILITY

50%

MOLLY WAGNER PLA

LANDSCAPE ARCHITECTURE | SEH



Molly is a landscape architect and project designer with experience in educational, medical, cultural, residential, municipal, international and master planning projects. She provides effective communication with clients and contractors from concept to construction, leveraging the use of graphics such as rendered plans, sections, elevations, plant and material boards as well as construction documents to convey design intent. Her time spent working in the Pacific Northwest instilled in her a passion for stormwater and creating sustainable landscapes. Molly is proficient in AutoCAD and the Adobe Creative Suite.

EXPERIENCE

Kings Highway Roundabout and Gateway (A&Z Engineering) – Winona Lake, IN
Landscape architect responsible for initial design concepts and QA/QC of construction documents. The project features new gateway signage and extensive native and ornamental planting areas designed to mark the transition between Winona Lake and the neighboring City of Warsaw. Deliverables included artistic renderings, construction drawings and specifications.

S. Main Street-Gaarder Road Roundabout (Village of Holmen) – Holmen, WI
Landscape architect for this project, which involves design and construction of a new, single-lane roundabout to resolve deteriorated pavement and capacity issues. SEH deliverables include geometric design, corridor design, pavement marking, signing, landscaping and traffic control design. The project will be built under staged construction.

Crystal Valley Fire Station (Castle Rock Fire Department) – Castle Rock, CO
Landscape architect responsible for quality assurance review of all construction documents. The 13,000 sq. ft. station includes three drive-thru vehicle bays, living quarters for eight firefighters, a full kitchen, pantries, exercise, gear, restroom, work area, day room and storage. SEH has provided architectural design, site planning, civil engineering and structural engineering as well as all municipal approvals and community outreach efforts. In addition, SEH completed facility assessments that included site capability, turnout time, station functionality, code requirements and accessibility. Although LEED Certification has not been pursued, LEED Principles have been incorporated into the design.

Pueblo County Old Judicial Building (Pueblo County Department of Public Works) – Pueblo, CO

Landscape architect for the assessment of the existing 73,000 sq. ft. facility—previously used as a judicial court building—included structural, mechanical and electrical review as well as architectural and accessibility review for the existing building’s systems. Programming, cost estimating and design is currently underway to renovate the facility to meet the current and future needs. This includes the addition of communal staff breakout areas, updated open-office spaces and community conference space. A space need analysis was also performed for current and future growth of the Pueblo County Department of Social Services.

14

YEARS OF EXPERIENCE



EDUCATION

Master of Landscape Architecture
University of Minnesota-Twin Cities

Bachelor of Arts
Biology
Gustavus Adolphus College -
St. Peter, MN



REGISTRATIONS/CERTIFICATIONS

Landscape Architect in CO, IN, OR, WI



AVAILABILITY

20%

SCOTT KLINKER PLS

PROFESSIONAL LAND SURVEYOR | SEH

Scott is a professional land surveyor with extensive experience providing services to municipalities, government agencies, developers, contractors and private clients. Scott's proficiency includes topographic, boundary, easement, horizontal/vertical control, design, building staking, bridge layout, airport layout and construction surveys. Scott is also experienced in construction quality control and has experience reviewing civil design drawings. Scott's various project experience involves CDOT/CDOT standards projects that include right-of-way plan sets and legal descriptions for right-of-way and easement acquisitions. Scott is also proficient in AutoCAD and MicroStation CAD programs. His attention to detail and years of experience guarantee a quality product is delivered to the client.



31
YEARS OF
EXPERIENCE

EXPERIENCE

HRRR Safety Projects (Pueblo West Metropolitan District) – Pueblo West, CO
Lead surveyor. The projects consisted of safety improvements such as lane widening, turn lanes and design of roundabouts at three locations. Project responsibilities included horizontal and vertical layouts and modeling, utility relocation design and preparation of specifications and cost estimates.

Wolfensberger Roundabout Design – Town of Castle Rock, CO
Land surveyor on the project to replace the existing four-way stop controlled intersection with a roundabout. The scope included analyzing the existing intersection operations; determining ideal lane configurations and adequate size for new roundabout; evaluating roundabout location and related site impacts; and developing design plans, construction phasing and work zone traffic control plans.

Crystal Valley Fire Station (Castle Rock Fire Department) – Castle Rock, CO
Land surveyor on the project to design a new 13,000 sq. ft. station including three drive-thru vehicle bays, living quarters for eight firefighters and multiple additional amenities. SEH provided architectural design, site planning, civil and structural engineering, as well as all municipal approvals and community outreach efforts.

Peakview Avenue/Peoria Street Roundabout – City of Centennial, CO
Land surveyor on the project involving design of a multilane roundabout. The project scope included surveying and mapping, traffic analysis, conceptual and final layout, grading, LED lighting, ROW and easement legal descriptions.

Founders Parkway (SH 86), Fifth Street and Ridge Road Intersection Improvements – Town of Castle Rock, CO
Land surveyor on the project involving roundabout design, drainage design, plan preparation, cost estimating and coordination with the Town and CDOT.

Trinidad Five Points Roundabout Feasibility Study (City of Trinidad) – Trinidad, CO
Land surveyor for the design of the 'Five Points' intersection just off I-25 Exit 14 in Trinidad, Colorado. The projected objective was to perform design services for a new roundabout that would guide drivers safely into Trinidad for this confusing five-point intersection. SEH investigated three roundabout options and one intersection re-configuration option. The City of Trinidad preferred option was to re-configure the intersection to traditional four-legged intersection.



EDUCATION

Associate in Applied Science
Civil Engineering
St. Cloud Technical College - St.
Cloud, MN



REGISTRATIONS/CERTIFICATIONS

Professional Land Surveyor in CO



AVAILABILITY

15%

ANDREW FELBER

LIGHTING LEAD | SEH



Andrew is a design technician with extensive electrical engineering experience. He's has been involved with facility electrical and roadway lighting design, as well as construction inspection for government agency projects. Andrew has designed lighting, communication and power distribution in new and remodeled buildings. He has worked on power distribution designs that include standby generation, feeders and low voltage services.

EXPERIENCE

Spaulding Avenue Roundabout (Pueblo West Metropolitan District) - Pueblo West, CO

Lead electrical designer. Pueblo West Metro District was the recipient of three High Risk Rural Road Safety grants administered through the Colorado Department of Transportation, of which the Spaulding Roundabout ranked as priority. SEH prepared the design of this three-legged roundabout near Pueblo West High School to address safety concerns resulting from lengthy queued vehicles during peak hours and impeding emergency vehicle access. SEH performed modeling, preliminary layout, final design and construction phasing services.

Wolfensberger Roundabout Design (Town of Castle Rock Public Works Department) – Castle Rock, CO

Lead electrical designer. SEH provided a roundabout design to replace the existing four-way stop controlled intersection. The scope included analyzing the existing intersection operations; determining ideal lane configurations and adequate size for new roundabout; evaluating roundabout location and related site impacts; and developing design plans, construction phasing and work zone traffic control plans.

Peakview Avenue/Peoria Street Roundabout (City of Centennial) – Centennial, CO

Lead electrical designer. This project involved the design of a multilane roundabout at the intersection of Peakview Avenue and Peoria Street. Work included surveying and mapping, traffic analysis, conceptual and final layout, grading, LED lighting, right-of-way and easement legal descriptions, coordination with adjacent property owners and Arapahoe County Water and Wastewater Authority and drainage. Drainage design addressed water quality requirements for the Cherry Creek Basin Authority. The project construction budget was about \$1.1 million.

I-694/Rice Street Interchange (Ramsey County) – Shoreview, MN

Electrical designer. SEH was responsible for all construction observation and construction surveying for this all important Ramsey County project. The construction will convert the existing diamond interchange into an offset, single point interchange. Four existing signal systems will be replaced with three roundabouts at the single point ramp connections. The use of roundabouts will improve efficiency and safety as well as reduce maintenance costs. The project will improve economic development in the area and will also dramatically improve pedestrian facilities by adding sidewalks along both sides of Rice St. and extending the Trout Brook Regional Trail through the corridor.

12

YEARS OF EXPERIENCE



EDUCATION

Associate of Applied Science
Electrical Construction Design and Management
Dunwoody College of Technology -
Minneapolis, MN



REGISTRATIONS/CERTIFICATIONS

Design and Inspection Certification,
Minnesota Department
of Transportation



AVAILABILITY

25%

JOSH ANFINSON

SUE LEAD | SEH



Josh is the Director of Subsurface Utility Engineering with 19 years of experience specifically focused on utility design, coordination and relocation. He has directed and managed SUE and utility coordination projects for 16 years which enables him to understand and mitigate various conflicts on complex projects. He has managed complex projects involving large groups of technical employees and consultants, as well as multiple project phases from schematics and PSE stages through construction. He is knowledgeable and compliant with applicable rules, regulations, plans and specifications.

EXPERIENCE

St. Vrain Sanitary Sewer Extension (Mountain Homes) – Colorado City, CO

Subsurface utility engineering manager. Josh led the efforts for the SUE investigation for this 1,300 lineal foot corridor for design of a sanitary sewer extension along St. Vrain Avenue in Colorado City. Duties included the coordination with utility providers for mapping, oversight of utility locates and review of Quality Level reporting.

South Prairie Avenue Improvements (City of Pueblo) – Pueblo, CO

Subsurface utility engineering manager. Josh led the efforts for the SUE investigation for three signalization areas along the South Prairie Avenue corridor. Duties included the coordination with utility providers for mapping, oversight of utility locates and review of Quality Level reporting.

EXPERIENCE PRIOR TO JOINING SEH

SH 136, Amarillo to Fritch (36-71DP5135) (HW Lochner, Inc.) – Amarillo, TX

Josh was responsible for Level B designating of all utilities in designated areas where road construction and culvert extensions were taking place, including all electric, fiber, telephone, gas and traffic lights in conflict.

St. Mary's Street, Mistletoe to Josephine (Gonzales de la Garza & Associates) – San Antonio, TX

Josh was responsible for utility coordination and SUE Level A and Level B. Josh and team also designed the replacement of approximately 2,900 LF of CPS Energy gas main along North St. Mary's Street to include side streets between the project limits. Design of the gas main varied between 4-in. to 8-in. HDPE and the abandonment of the existing steel gas main. The design met CPS Energy engineering and drafting standards.

WA1 - IH45S (AIA #5016) (Texas Department of Transportation) – Galveston, TX

Josh was the project manager responsible for compliance of contract documents and handling of any field issues. The project was for the expansion of interstate 45. Survey working was done in conjunction with the subsurface utility engineering and design and included mapping of water, wastewater, gas, oil pipelines, traffic signals, high mass lighting, fiber, duct banks, cable television, state fiber and illumination and storm sewer.

WA3 - CED 367IDP5017 (Texas Department of Transportation) – Divot, TX

Josh was the SUE manager responsible for survey work in conjunction with the subsurface utility engineering and design for the expansion of Interstate 10 in the East San Antonio area.

19

YEARS OF
EXPERIENCE



EDUCATION

40 PDU/4 CEU
Trenchless Technology
Louisiana Tech University



REGISTRATIONS/CERTIFICATIONS

Confined Space Entry Training
OSHA 10-Hour Training
OSHA 30-Hour Training



AVAILABILITY

10%

ANDY ARNOLD AICP

PUBLIC INVOLVEMENT LEAD | SEH



Andy is a regional planner trained to work with both the public and private sectors to ensure that development is politically, financially and equitably feasible. His work spans the community development spectrum, from strategically targeting federal and state grants for communities, to providing cost allocation models for public infrastructure, to reviewing developer pro-formas for tax increment financing. Prior to joining SEH, he finished a master's degree at Cornell University, focusing his studies on sustainable development in water scarce regions of the U.S. His thesis explored public-private partnerships between developers and local municipalities; modelling financial tools they can use to extend public infrastructure and encourage development with significant community benefits. He has applied this knowledge to economic development projects throughout the Four Corners region, most recently helping the City of Durango form its first Urban Renewal Authority. Since joining SEH, Andrew has been responsible for a variety of project tasks including land entitlement support, stakeholder engagement, land-use planning and transportation data analysis.

3

YEARS OF EXPERIENCE



EDUCATION

Master of Urban and Regional Planning
Cornell University-Ithaca, NY

Bachelor of Arts
Social Anthropology
Cornell University-Ithaca, NY



REGISTRATIONS/CERTIFICATIONS

Certified Planner, American Institute of Certified Planners (AICP)



AVAILABILITY

15%

EXPERIENCE

Farmington Metropolitan Planning Organization Bicycle and Pedestrian Plan Update (City of Farmington) – Farmington, NM

Andy organized a public outreach campaign that culminated in a updated Bicycle and Pedestrian Plan for the Farmington Metropolitan Planning Organization. Andy organized stakeholder meetings, conducted public outreach at community events and collected and analyzed transportation data to create maps of potential multi-modal connections across four municipalities. The campaign received over 1,000 comments regarding multimodal transportation in the community. This information was utilized to draft and adopt an updated Bicycle and Pedestrian Plan for the MPO, with a focus on improving safety, health and recreation opportunities in the area. Through the extensive public engagement process, the SEH Team identified opportunities, developed solutions to problems, prioritized projects and created planning level estimates to address all deficiencies.

La Posta Road Sewer Plan (La Plata County Economic Development Alliance) – La Plata County, CO

Andy helped evaluating financial strategies to fund public infrastructure extensions throughout the La Posta Road area, with a specific focus on the applicability of Tax Increment Financing and supplemental grants. This work involved multiple design charrettes with key stakeholders, property owners, and public entities. Andy combined this public outreach into financial models that provided key assessments for extending sewer infrastructure throughout the La Posta Area.

Boxelder Dam Assessments (Larimer County) – Larimer County, CO

Andy helped negotiate an agreement between Larimer County, Fort Collins, Wellington and Timnath to finance an emergency flood warning system for the Boxelder dam network. The negotiation involved creating a cost allocation model and required multiple rounds of public input. Andy led discussions with key representatives from the County, municipalities, and irrigation districts on how best to assign cost based on flooding impacts. The project entailed detailed GIS analysis that was used to quantify dam impacts on each municipality.

BILL BARREIRE PE

GEOTECHNICAL LEAD | VIVID ENGINEERING GROUP



Bill is a registered Professional Engineer in Colorado with 28 years of local geotechnical experience including a significant amount of transportation and municipal infrastructure and facilities related experience for numerous entities including Colorado Department of Transportation (including CDOT Local Agency projects) City of Pueblo, County of Pueblo, and Pueblo West. His expertise includes providing geotechnical design recommendations and construction testing and inspection services for bridge foundations, minor structures, utilities, roadway embankment construction, slope and earth retention systems, pavements, utilities, and facilities for design-bid-build and alternative delivery such as design-build, P3, and CM/GC. Bill has delivered similar geotechnical services on over 50 projects in Pueblo between 2008 and 2021.

28
YEARS OF
EXPERIENCE

EXPERIENCE

CDOT R2, Hwy 50 & Purcell Interchange – Pueblo, CO

Bill was geotechnical engineer of record for this project that includes replacing the existing at grade intersection with a grade-separated intersection by constructing a bridge for Hwy 50 over Purcell Boulevard. Subsurface investigation, lab testing, and engineering were focused on the new embankment bridge approaches, retaining walls, bridge foundations, and minor structures. Project challenges included significant long-term settlement of existing saturated clay soils due to new embankment loads. Solutions included use of aggregate piers below MSE walls, and wick drains beneath embankment areas to address amount and duration of anticipated settlement. This also included preparing a settlement monitoring plan to be implemented during construction to ensure settlement was largely complete before constructing pavements or other movement sensitive project features.

Blackwell and Inman Drive Pavement Design – Pueblo West, CO

Bill was geotechnical/pavement design engineer for this project. The project included an approximate 140-foot-long portion of Blackwell Drive (just northeast of E. Platteville Road) was planned to be constructed with a new flexible composite (i.e., asphalt pavement over aggregate base course) pavement section. In addition, an approximately 290-foot-long portion of Blackwell Drive that will be adjacent the newly paved section, and a 70-foot-long portion of Inman Drive just northwest of Blackwell Drive was to receive a gravel surface comprised of CDOT Class 6 Aggregate Base Course (ABC) materials.

Northern Avenue Trail Phase 3 Traffic Signal Pole Replacements – Pueblo, CO

Bill was the geotechnical engineer for this traffic signal pole replacement project in Pueblo. The project included providing geotechnical design and construction recommendations for two new traffic signal pole drilled caisson foundations located near Prairie Avenue and Northern Avenue, as part of the larger Northern Avenue Trail project in Pueblo.

West 11th Street Bridge Replacement – Pueblo, CO

Bill was the geotechnical engineer on this project. The project included performing geotechnical engineering services that evaluated existing subsurface conditions and provided geotechnical design recommendations for subgrade preparation, pavement thickness design, bridge foundation design, and retaining wall design.



EDUCATION

Master of Science
Geotechnical Engineering
University of Colorado

Bachelor of Science
Civil Engineering
Colorado State University



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in CO, TX, MT,
WY, NM, AZ



AVAILABILITY

20%

Schedule 4

State of Colorado Intergovernmental Agreement dated April 6, 2021

DocuSign Envelope ID: 40D827F6-A9FE-4AF0-89BB-130B22EA1C98

OLA #: 331002304
Routing #: 21-HA2-XC-03180

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Signature and Cover Page

| | | | |
|---|----------------------|-------------------------------|--|
| State Agency Department of Transportation | | | Agreement Routing Number 21-HA2-XC-03180 |
| Local Agency CITY OF PUEBLO | | | Agreement Effective Date The later of the effective date or December 01, 2020 |
| Agreement Description PUEBLO DILLON EAGLERIDGE ROUNABOUT | | | Agreement Expiration Date November 30, 2030 |
| Project # SHO M086- 084 (23584) | Region # 2 | Contract Writer VJM | Agreement Maximum Amount \$2,000,000.00 |

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.

| | |
|---|--|
| <p align="center">LOCAL AGENCY CITY OF PUEBLO</p> <p align="center"><i>Nicholas Gradishar</i></p> <hr/> <p align="center">Signature By: Nicholas Gradishar, Mayor</p> <p>Date: <u>4/5/2021</u></p> | <p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <p align="center"><i>Steve Harelson</i></p> <hr/> <p align="center">Stephen Harelson, P.E., Chief Engineer</p> <p>Date: <u>4/6/2021</u></p> |
| <p>2nd State or Local Agency Signature if Needed</p> <p align="center"><i>Belinda Kimball, Acting City Clerk</i></p> <hr/> <p align="center">Signature By: Brenda Armijo, City Clerk</p> <p>Date: <u>4/5/2021</u></p> | <p align="center">LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p align="center">N/A</p> <hr/> <p align="center">Assistant Attorney General</p> <hr/> <p align="center">By: (Print Name and Title)</p> <p>Date: _____</p> |
| <p>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.</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p align="center">By: <i>Jon Copelano</i></p> <hr/> <p align="center">Department of Transportation</p> <p align="center">Effective Date: <u>4/6/2021</u></p> | |

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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

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 November 30, 2030 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-

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.

- 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

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

- 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 to 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 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

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.

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

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. 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

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

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;

- 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

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

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| Colorado Department of Transportation (CDOT) |
| Donald Scanga, Local Agency Coordinator |
| CDOT Region 2 |
| 5615 Wills Blvd. |
| Pueblo, CO 81008 |
| 719-621-8340 |
| donald.scanga@state.co.us |

For the Local Agency

| |
|----------------------------------|
| City of Pueblo |
| Melanie Turner, Project Engineer |
| 211 East D Street |
| Pueblo, CO 81003 |
| 719-553-2246 |
| mturner@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 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.

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

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.

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 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

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.

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EXHIBIT A
SCOPE OF WORK

Dillon and Eagleridge Roundabout
SHO M086-084
23584

1. General Description

The local agency shall be responsible for design and construction of a traffic roundabout in the intersection of Dillon Drive and Eagleridge Boulevard in the City of Pueblo, Project M086-084, SA 23584. The roundabout shall provide a free flow condition for all turning movements and will eliminate stop signs. Medians and concrete curb and gutter, as well as striping and appropriate signage will be installed on all four quadrants to delineate lanes and instruct drivers. Crosswalks, curb ramps, landscaping, and other appurtenances will also be installed.

Install a roundabout in the intersection of Dillon Drive and Eagleridge Boulevard.
STIP# SR26644

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.

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**.

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: _____

EXHIBIT C
FUNDING PROVISIONS

EXHIBIT C – FUNDING PROVISIONS

SHO M086-084 (23584)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$2,000,000.00, which is to be funded as follows:

| | | | | |
|---|---|--------|------|----------------|
| 1. BUDGETED FUNDS | | | | |
| a. Federal Funds (90.00% of Participating Costs) | | | | \$1,800,000.00 |
| b. Local Agency Matching Funds (10.00% of Participating Costs) | | | | \$200,000.00 |
| TOTAL BUDGETED FUNDS | | | | \$2,000,000.00 |
| 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: | | | | \$1,800,000.00 |
| 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 | | | | \$1,800,000.00 |
| b. Less Estimated Federal Share of CDOT-Incurred Costs | | | | \$0.00 |
| TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY | | | | \$1,800,000.00 |
| 4. FOR CDOT ENCUMBRANCE PURPOSES | | | | |
| a. Total Encumbrance Amount | | | | \$2,000,000.00 |
| b. Less ROW Acquisition 3111 and/or ROW Relocation 3109 | | | | \$0.00 |
| Net to be encumbered as follows: | | | | \$2,000,000.00 |
| <i>Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.</i> | | | | |
| WBS Element 23584.10.30 | Performance Period Start*/End Date TBD / TBD | Design | 3020 | \$0.00 |
| WBS Element 23584.20.10 | 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 (3) milestones are achieved will not be reimbursable.

B. Matching Funds

The matching ratio for the federal participating 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 \$2,000,000.00 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 \$2,000,000.00, and additional federal funds are made available for the Work, the Local Agency shall pay 10.00% of all such costs eligible for federal 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 \$2,000,000.00, 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.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$1,800,000.00 (for CDOT accounting purposes, the federal funds of \$1,800,000.00 and the Local Agency matching funds of \$200,000.00 will be encumbered for a total encumbrance of \$2,000,000.00), 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 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 more than \$750,000 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

ORDINANCE NO. 9889

AN ORDINANCE APPROVING AN AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT), ACCEPTING A GRANT FROM THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) IN THE AMOUNT OF \$1,800,000, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS INTO PROJECT CI1819 – EAGLERIDGE AND DILLON DESIGN

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

SECTION 1.

The Grant Agreement by and between the Colorado Department of Transportation, and the City of Pueblo, a Municipal Corporation, relating to the Pueblo Eagleridge and Dillon Roundabout, a true copy of which is attached hereto (the "Grant Agreement"), having been approved as to form by the City Attorney, is hereby accepted and approved.

SECTION 2.

The Mayor is authorized to execute the Grant Agreement in the name of the City of Pueblo, and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The grant amount of \$1,800,000.00 is budgeted and appropriated to Capital Project No. CI1819. Total Project amount will be \$2,050,000.00

SECTION 3.

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

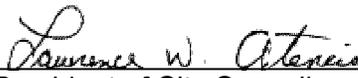
SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 22, 2021.

Final adoption of Ordinance by City Council on March 8, 2021.



President of City Council

Action by the Mayor:

- Approved on March 10, 2021.
- Disapproved on _____ based on the following objections:

Hilda Leal

 Mayor

Action by City Council After Disapproval by the Mayor:

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

 President of City Council

ATTEST

Brenda Armijo

 City Clerk

EXHIBIT E LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST

| COLORADO DEPARTMENT OF TRANSPORTATION LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST | | | |
|--|---------------------|--|-------------------|
| Project No. M086-084 | STIP No. SR26644 | Project Code 23584 | Region 2 |
| Project Location Intersection of Dillon Dr. and Eagleridge Blvd. | | | Date 3/16/2020 |
| Project Description Dillon and Eagleridge Roundabout | | | |
| Local Agency City of Pueblo | | Local Agency Project Manager Melanie Turner | |
| 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 <i>CDOT Local Agency Manual</i> . 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 | |

| 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, P.E. _____ 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, P.E. _____ 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 | |
| 9.6 | Approve Sources of Materials | X | |
| 9.7 | Independent Assurance Testing (IAT), Local Agency Procedures <input type="checkbox"/> 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

REVISED 1/22/98

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 professional services.
- 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 budget requirement,
- 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 CFR 5.12(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: ACCIDENT PREVENTION

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 the contract.

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 CONTROL ACT

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.

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 contractor). "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 Agencies and their contractors or the Local Agencies).

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 Agencies and the Local Agencies 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 U.S.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.

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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 U.S.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)? | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i> | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 Does your staff assigned to the program have at least three full years of experience with this federal program? | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 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? | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 a) Were there non-compliance issues in this prior review? | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b) What were the number and extent of issues in prior review? | | <input type="checkbox"/> <small>1 to 2</small> | <input type="checkbox"/> <small>>3</small> | <input type="checkbox"/> |
| 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? <i>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.</i> | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| FINANCIAL ASSESSMENT | | Yes | No | N/A |
| 7 a) Does your entity have an indirect cost rate that is approved and current? | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 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? | | <input type="checkbox"/> <small>>10%</small> | <input type="checkbox"/> <small><10%</small> | <input type="checkbox"/> |
| 9 Has your entity returned lapsed* funds? *Funds "lapse" when they are no longer available for obligation. | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10 Has your entity had difficulty meeting local match requirements in the last three years? | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 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. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13 | Does your entity have financial procedures and controls in place to accommodate a federal-aid project? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 14 | Does your accounting system identify the receipts and expenditures of program funds separately for each award? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 15 | Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 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. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 17 | How many total FTE perform accounting functions within your organization? | <input type="checkbox"/> ≥ 6 | <input type="checkbox"/> 2 to 5 | <input type="checkbox"/> < 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.) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 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. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 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. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 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.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 22 | a) Is your staff familiar with the relevant CDOT manuals and federal program requirements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 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. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 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. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|---|--------------------------|--------------------------|--------------------------|
| 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. <i>If Yes, please submit with this form.</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 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 (<i>Buy America requirements</i>)? <i>If Yes, please submit with this form.</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.</p> | | | |
| <p><input type="checkbox"/> 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.</p>  <p>Tool Version: v2.0 (081816)</p> | | | |

**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

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.

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-

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

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.

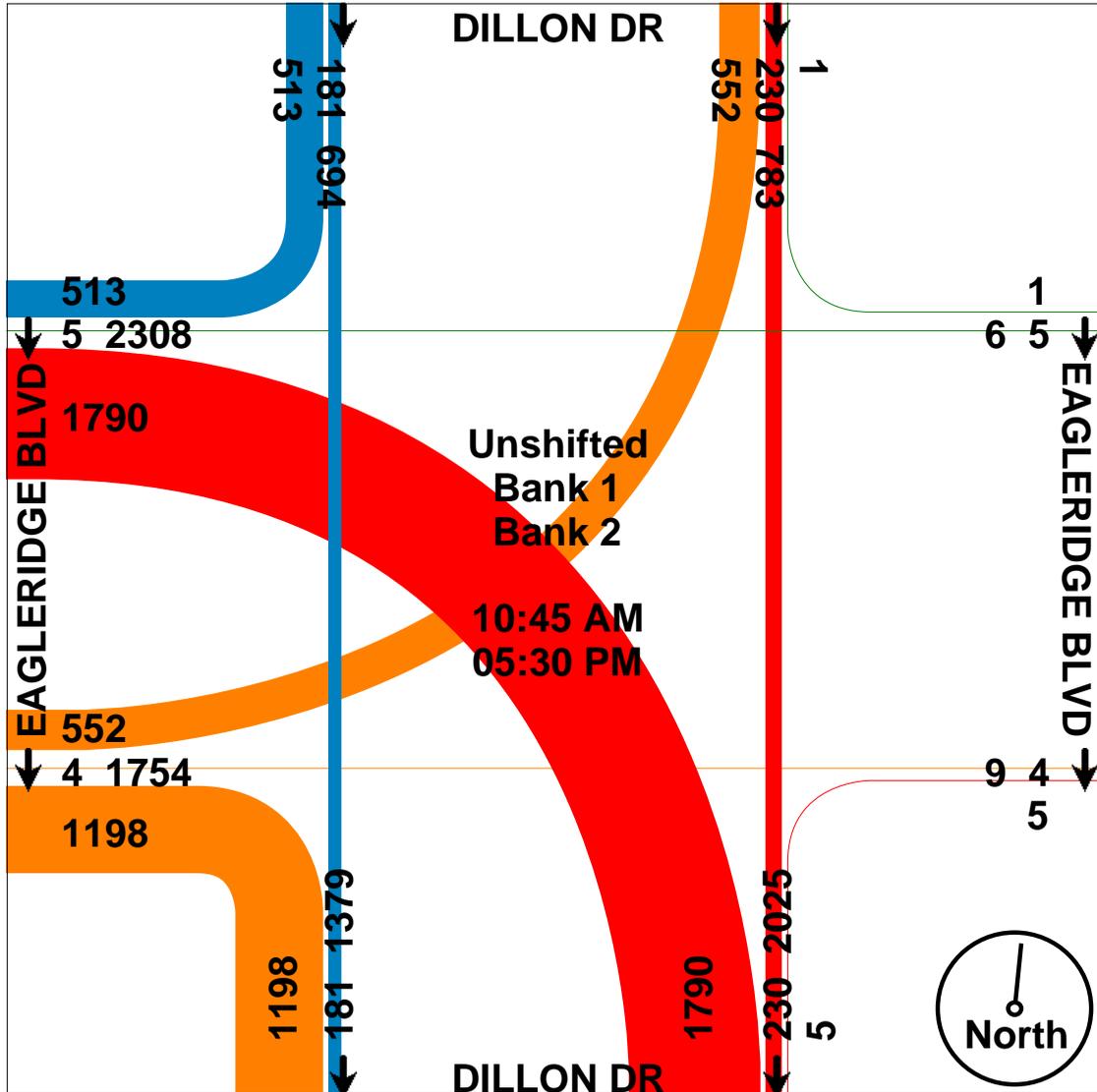
9. **Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

10. Performance Measurement

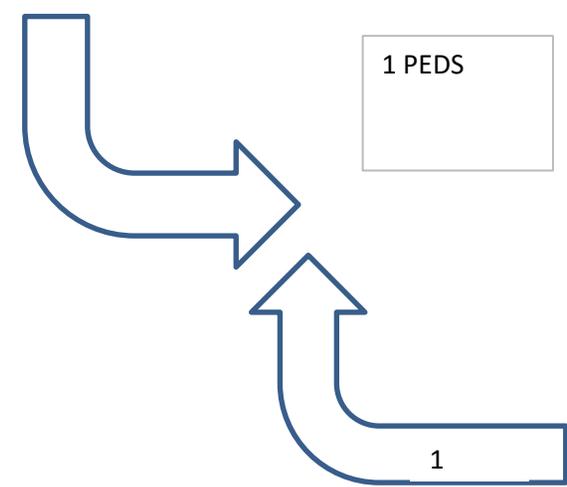
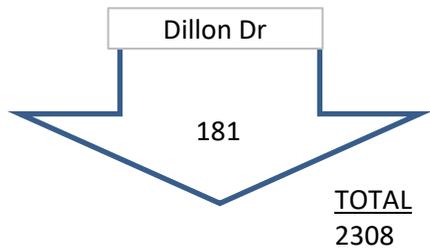
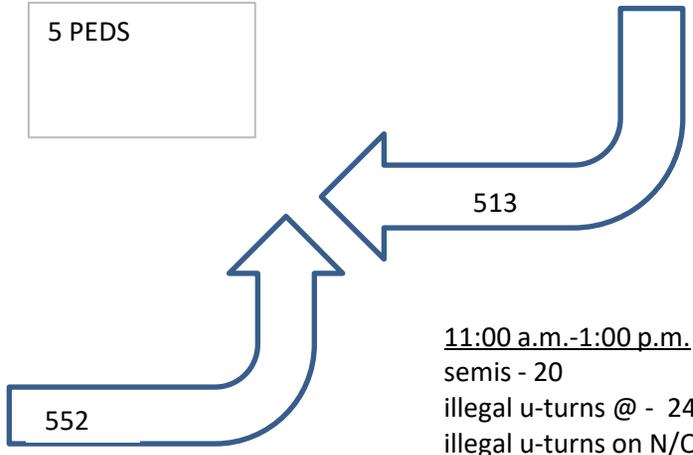
The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

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.

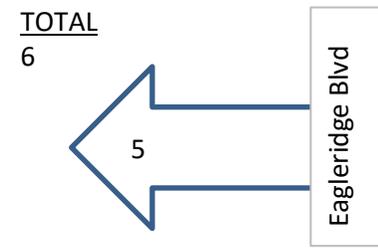
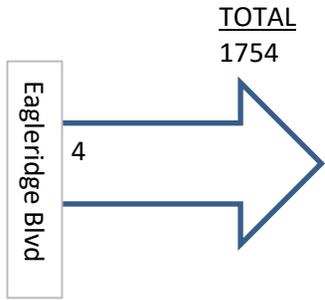
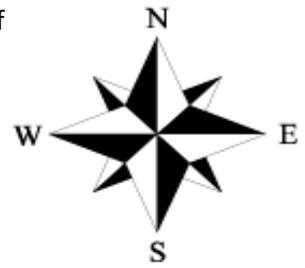


5 PEDS

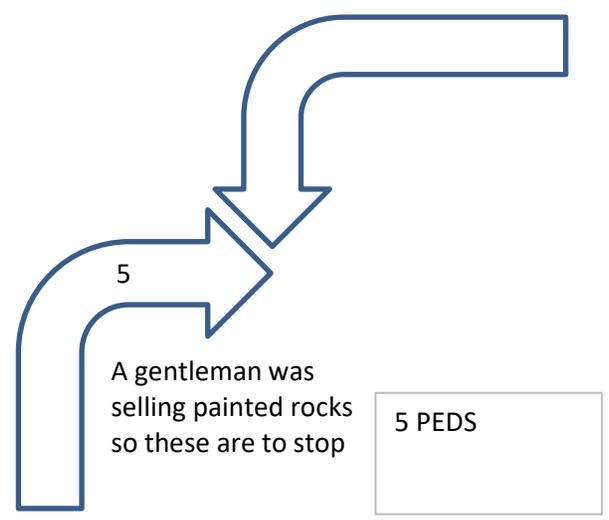
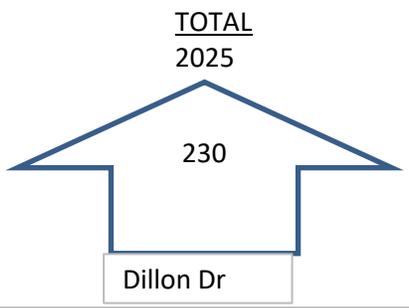
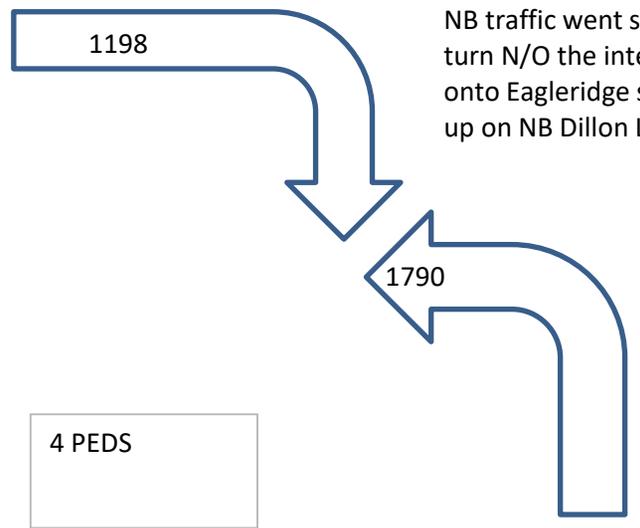


11:00 a.m.-1:00 p.m.
semis - 20
illegal u-turns @ - 24
illegal u-turns on N/O Dillon - 24
buses - 4
PEDS/bikes - 14
Motorcycle - 2
EB traffic went straight to turn around on the dead end instead of making an illegal u-turn.

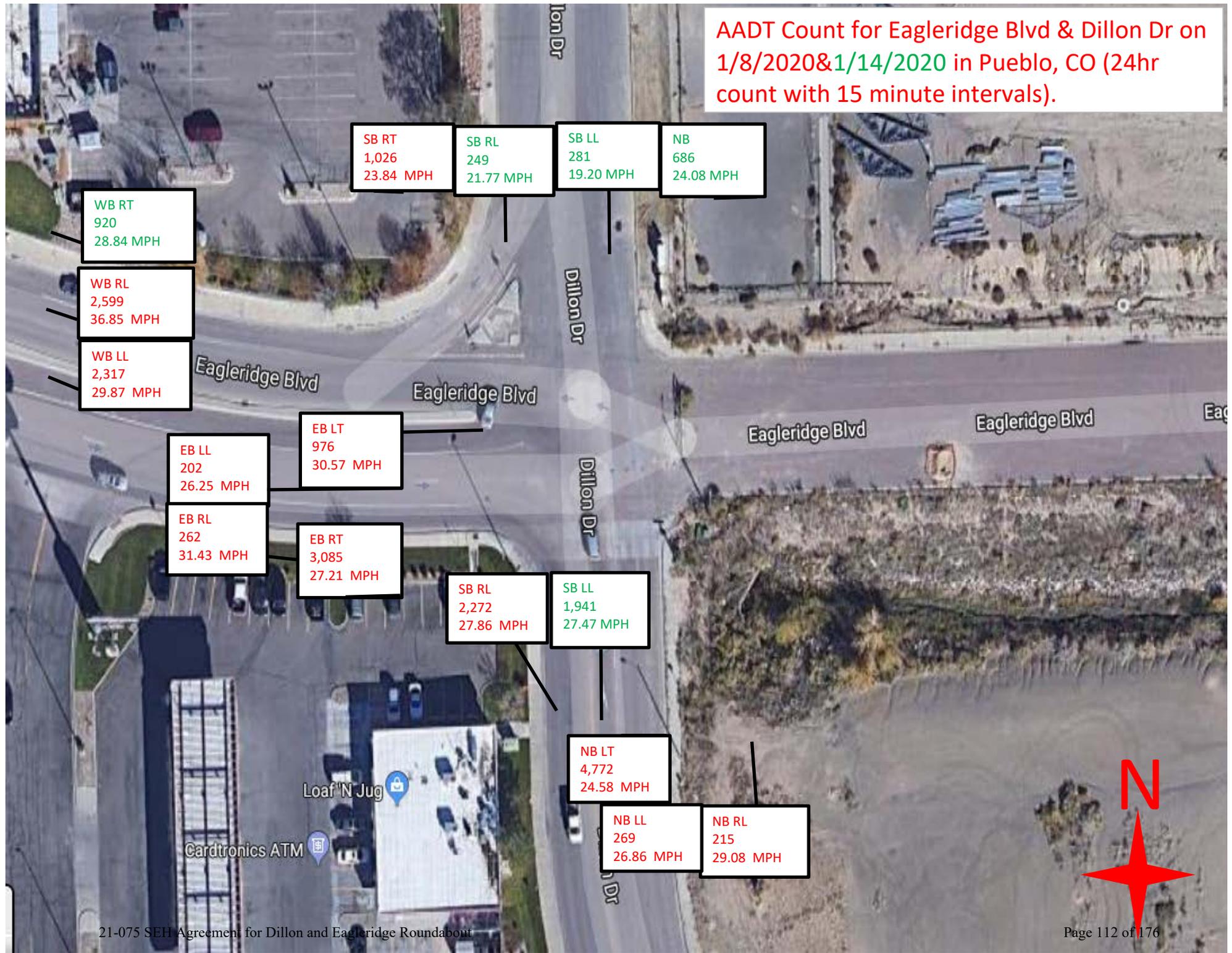
weather
warm, low 50's, partly cloudy



4:00-6:00 P.M.
semis - 8
illegal u-turns @ - 14
illegal u-turns on N/O Dillon - 40
buses - 2
PEDS/bikes - 5
Motorcycle - 3
NB traffic went straight but did a u-turn N/O the intersection to get back onto Eagleridge since it was backed up on NB Dillon LT



AADT Count for Eagleridge Blvd & Dillon Dr on 1/8/2020 & 1/14/2020 in Pueblo, CO (24hr count with 15 minute intervals).



**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Pueblo
Street: Eagleridge Blvd W/O Dillon Dr**

A study of vehicle traffic was conducted with the device having serial number 134256. The study was done in the **WB RT lane at Eagleridge Blvd W/O Dillon Dr** in Pueblo, CO in Pueblo county. The study began on 01/14/2020 at 12:00 PM and concluded on 01/15/2020 at 12:00 PM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 920 vehicles passed through the location with a peak volume of 43 on 01/14/2020 at [17:00-17:15] and a minimum volume of 0 on 01/14/2020 at [23:15-23:30]. The AADT count for this study was **920**.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 20 - 25 MPH range or lower. The average speed for all classified vehicles was 24 MPH with 8.44% vehicles exceeding the posted speed of 30 MPH. 0.80% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 20MPH and the 85th percentile was **28.84 MPH**.

| | | | | | | | | | | | | | | |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|
| < to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 to 39 | 40 to 44 | 45 to 49 | 50 to 54 | 55 to 59 | 60 to 64 | 65 to 69 | 70 to 74 | 75 to > |
| 2 | 14 | 101 | 436 | 250 | 48 | 12 | 4 | 1 | 2 | 0 | 0 | 1 | 1 | 5 |

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 648 which represents 74 percent of the total classified vehicles. The number of Vans & Pickups in the study was 190 which represents 22 percent of the total classified vehicles. The number of Busses & Trucks in the study was 19 which represents 2 percent of the total classified vehicles. The number of Tractor Trailers in the study was 20 which represents 2 percent of the total classified vehicles.

| | | | | | | | | | | | | | | |
|---------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|--|--|--|--|--|--|--|
| < to 17 | 18 to 20 | 21 to 23 | 24 to 27 | 28 to 31 | 32 to 37 | 38 to 43 | 44 to > | | | | | | | |
| 648 | 149 | 41 | 13 | 6 | 9 | 2 | 9 | | | | | | | |

CHART 2

HEADWAY

During the peak traffic period, on 01/14/2020 at [17:00-17:15] the average headway between vehicles was 20.455 seconds. During the slowest traffic period, on 01/14/2020 at [23:15-23:30] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 32.00 and 73.00 degrees F.

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 134256 Operator: HH Begin: 01/14/2020 12:00 PM End: 01/15/2020 12:00 PM Hours: 24.00 Period (min): 15 | Location: Eagleridge Blvd W/O Dillon Dr Lane: WB RT Street: Eagleridge Blvd W/O Dillon Dr City: Pueblo County: Pueblo State: CO | Raw Count: 920 AADT Count: 920 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

| | | | | |
|----------------|----|--------|------|-----|
| Tue,01/14/2020 | | | | |
| [12:00-12:15] | 22 | 25 MPH | 70 F | --- |
| [12:15-12:30] | 19 | 23 MPH | 72 F | --- |
| [12:30-12:45] | 21 | 24 MPH | 72 F | --- |
| [12:45-13:00] | 11 | 25 MPH | 73 F | --- |
| [13:00-13:15] | 23 | 24 MPH | 73 F | --- |
| [13:15-13:30] | 13 | 24 MPH | 72 F | --- |
| [13:30-13:45] | 11 | 24 MPH | 64 F | --- |
| [13:45-14:00] | 9 | 24 MPH | 61 F | --- |
| [14:00-14:15] | 17 | 23 MPH | 66 F | --- |
| [14:15-14:30] | 13 | 21 MPH | 66 F | --- |
| [14:30-14:45] | 20 | 27 MPH | 66 F | --- |
| [14:45-15:00] | 9 | 25 MPH | 66 F | --- |
| [15:00-15:15] | 3 | 26 MPH | 64 F | --- |
| [15:15-15:30] | 20 | 27 MPH | 63 F | --- |
| [15:30-15:45] | 26 | 24 MPH | 63 F | --- |
| [15:45-16:00] | 16 | 23 MPH | 61 F | --- |
| [16:00-16:15] | 19 | 25 MPH | 59 F | --- |
| [16:15-16:30] | 15 | 23 MPH | 57 F | --- |
| [16:30-16:45] | 24 | 25 MPH | 55 F | --- |
| [16:45-17:00] | 28 | 26 MPH | 54 F | --- |
| [17:00-17:15] | 43 | 24 MPH | 52 F | --- |
| [17:15-17:30] | 25 | 25 MPH | 50 F | --- |
| [17:30-17:45] | 20 | 26 MPH | 50 F | --- |
| [17:45-18:00] | 18 | 24 MPH | 48 F | --- |
| [18:00-18:15] | 21 | 23 MPH | 48 F | --- |
| [18:15-18:30] | 10 | 22 MPH | 48 F | --- |
| [18:30-18:45] | 18 | 24 MPH | 46 F | --- |
| [18:45-19:00] | 14 | 28 MPH | 46 F | --- |
| [19:00-19:15] | 13 | 20 MPH | 45 F | --- |
| [19:15-19:30] | 18 | 22 MPH | 45 F | --- |
| [19:30-19:45] | 9 | 22 MPH | 43 F | --- |
| [19:45-20:00] | 10 | 24 MPH | 43 F | --- |
| [20:00-20:15] | 15 | 24 MPH | 43 F | --- |
| [20:15-20:30] | 18 | 24 MPH | 41 F | --- |
| [20:30-20:45] | 9 | 24 MPH | 41 F | --- |
| [20:45-21:00] | 8 | 22 MPH | 39 F | --- |
| [21:00-21:15] | 11 | 23 MPH | 39 F | --- |

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 134256 Operator: HH Begin: 01/14/2020 12:00 PM End: 01/15/2020 12:00 PM Hours: 24.00 Period (min): 15 | Location: Eagleridge Blvd W/O Dillon Dr Lane: WB RT Street: Eagleridge Blvd W/O Dillon Dr City: Pueblo County: Pueblo State: CO | Raw Count: 920 AADT Count: 920 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|------------------------|-------------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

| | | | | |
|----------------|-----|--------|------|-----|
| Tue,01/14/2020 | | | | |
| [21:15-21:30] | 10 | 23 MPH | 37 F | --- |
| [21:30-21:45] | 10 | 23 MPH | 37 F | --- |
| [21:45-22:00] | 1 | 28 MPH | 37 F | --- |
| [22:00-22:15] | 2 | 28 MPH | 36 F | --- |
| [22:15-22:30] | 4 | 23 MPH | 36 F | --- |
| [22:30-22:45] | 3 | 23 MPH | 36 F | --- |
| [22:45-23:00] | 2 | 23 MPH | 36 F | --- |
| [23:00-23:15] | 2 | 23 MPH | 34 F | --- |
| [23:15-23:30] | 0 | 0 MPH | 34 F | --- |
| [23:30-23:45] | 0 | 0 MPH | 34 F | --- |
| [23:45-00:00] | 3 | 23 MPH | 34 F | --- |
| Tue,01/14/2020 | 656 | 24 MPH | 51 F | |
| Wed,01/15/2020 | | | | |
| [00:00-00:15] | 4 | 24 MPH | 34 F | --- |
| [00:15-00:30] | 0 | 0 MPH | 34 F | --- |
| [00:30-00:45] | 3 | 26 MPH | 32 F | --- |
| [00:45-01:00] | 0 | 0 MPH | 32 F | --- |
| [01:00-01:15] | 1 | 22 MPH | 34 F | --- |
| [01:15-01:30] | 0 | 0 MPH | 34 F | --- |
| [01:30-01:45] | 0 | 0 MPH | 34 F | --- |
| [01:45-02:00] | 0 | 0 MPH | 34 F | --- |
| [02:00-02:15] | 1 | 22 MPH | 34 F | --- |
| [02:15-02:30] | 2 | 30 MPH | 34 F | --- |
| [02:30-02:45] | 0 | 0 MPH | 34 F | --- |
| [02:45-03:00] | 0 | 0 MPH | 36 F | --- |
| [03:00-03:15] | 0 | 0 MPH | 36 F | --- |
| [03:15-03:30] | 0 | 0 MPH | 34 F | --- |
| [03:30-03:45] | 0 | 0 MPH | 34 F | --- |
| [03:45-04:00] | 2 | 28 MPH | 34 F | --- |
| [04:00-04:15] | 0 | 0 MPH | 34 F | --- |
| [04:15-04:30] | 2 | 33 MPH | 36 F | --- |
| [04:30-04:45] | 3 | 26 MPH | 36 F | --- |
| [04:45-05:00] | 4 | 23 MPH | 36 F | --- |
| [05:00-05:15] | 5 | 28 MPH | 36 F | --- |
| [05:15-05:30] | 1 | 28 MPH | 36 F | --- |
| [05:30-05:45] | 5 | 27 MPH | 36 F | --- |
| [05:45-06:00] | 7 | 25 MPH | 36 F | --- |

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 134256 Operator: HH Begin: 01/14/2020 12:00 PM End: 01/15/2020 12:00 PM Hours: 24.00 Period (min): 15 | Location: Eagleridge Blvd W/O Dillon Dr Lane: WB RT Street: Eagleridge Blvd W/O Dillon Dr City: Pueblo County: Pueblo State: CO | Raw Count: 920 AADT Count: 920 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

Wed,01/15/2020

| | | | | |
|---------------|----|--------|------|-----|
| [06:00-06:15] | 6 | 27 MPH | 36 F | --- |
| [06:15-06:30] | 16 | 23 MPH | 37 F | --- |
| [06:30-06:45] | 10 | 30 MPH | 37 F | --- |
| [06:45-07:00] | 4 | 29 MPH | 37 F | --- |
| [07:00-07:15] | 6 | 30 MPH | 37 F | --- |
| [07:15-07:30] | 6 | 24 MPH | 37 F | --- |
| [07:30-07:45] | 4 | 23 MPH | 37 F | --- |
| [07:45-08:00] | 9 | 25 MPH | 36 F | --- |
| [08:00-08:15] | 6 | 24 MPH | 34 F | --- |
| [08:15-08:30] | 7 | 22 MPH | 34 F | --- |
| [08:30-08:45] | 8 | 27 MPH | 36 F | --- |
| [08:45-09:00] | 4 | 27 MPH | 39 F | --- |
| [09:00-09:15] | 7 | 34 MPH | 41 F | --- |
| [09:15-09:30] | 8 | 23 MPH | 45 F | --- |
| [09:30-09:45] | 9 | 25 MPH | 46 F | --- |
| [09:45-10:00] | 9 | 25 MPH | 50 F | --- |
| [10:00-10:15] | 10 | 24 MPH | 52 F | --- |
| [10:15-10:30] | 10 | 24 MPH | 55 F | --- |
| [10:30-10:45] | 9 | 26 MPH | 57 F | --- |
| [10:45-11:00] | 20 | 25 MPH | 59 F | --- |
| [11:00-11:15] | 8 | 24 MPH | 61 F | --- |
| [11:15-11:30] | 14 | 26 MPH | 63 F | --- |
| [11:30-11:45] | 16 | 25 MPH | 64 F | --- |
| [11:45-12:00] | 18 | 25 MPH | 64 F | --- |

Wed,01/15/2020

264 26 MPH 40 F

| | | | | |
|---------------------|-----|--------|------|--|
| 01/14/2020 12:00 PM | | | | |
| 01/15/2020 12:00 PM | 920 | 24 MPH | 46 F | |

**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Pueblo
Street: Eagleridge Blvd W/O Dillon Dr**

A study of vehicle traffic was conducted with the device having serial number 302806. The study was done in the **WB RL lane at Eagleridge Blvd W/O Dillon Dr** in Pueblo, CO in Pueblo county. The study began on 01/07/2020 at 11:30 AM and concluded on 01/08/2020 at 11:30 AM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 2,599 vehicles passed through the location with a peak volume of 65 on 01/07/2020 at [16:45-17:00] and a minimum volume of 0 on 01/08/2020 at [01:30-01:45]. The AADT count for this study was **2,599**.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 25 - 30 MPH range or lower. The average speed for all classified vehicles was 32 MPH with 51.19% vehicles exceeding the posted speed of 30 MPH. 3.53% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 25MPH and the 85th percentile was **36.85 MPH**.

| | | | | | | | | | | | | | | |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|
| < to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 to 39 | 40 to 44 | 45 to 49 | 50 to 54 | 55 to 59 | 60 to 64 | 65 to 69 | 70 to 74 | 75 to > |
| 4 | 2 | 45 | 263 | 792 | 737 | 224 | 73 | 28 | 18 | 10 | 5 | 4 | 3 | 58 |

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Vans & Pickups. The number of Passenger Vehicles in the study was 783 which represents 35 percent of the total classified vehicles. The number of Vans & Pickups in the study was 1107 which represents 49 percent of the total classified vehicles. The number of Busses & Trucks in the study was 240 which represents 11 percent of the total classified vehicles. The number of Tractor Trailers in the study was 136 which represents 6 percent of the total classified vehicles.

| | | | | | | | | | | | | | | |
|---------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|--|--|--|--|--|--|--|
| < to 17 | 18 to 20 | 21 to 23 | 24 to 27 | 28 to 31 | 32 to 37 | 38 to 43 | 44 to > | | | | | | | |
| 783 | 749 | 358 | 186 | 54 | 44 | 25 | 67 | | | | | | | |

CHART 2

HEADWAY

During the peak traffic period, on 01/07/2020 at [16:45-17:00] the average headway between vehicles was 13.636 seconds. During the slowest traffic period, on 01/08/2020 at [01:30-01:45] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 32.00 and 489.00 degrees F.

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 302806 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Eagleridge Blvd W/O Dillon Dr Lane: WB RL Street: Eagleridge Blvd W/O Dillon Dr City: Pueblo County: Pueblo State: CO | Raw Count: 2,599 AADT Count: 2,599 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

| | | | | |
|----------------|----|--------|------|-----|
| Tue,01/07/2020 | | | | |
| [11:30-11:45] | 51 | 32 MPH | 66 F | --- |
| [11:45-12:00] | 52 | 31 MPH | 68 F | --- |
| [12:00-12:15] | 47 | 33 MPH | 72 F | --- |
| [12:15-12:30] | 51 | 33 MPH | 72 F | --- |
| [12:30-12:45] | 51 | 30 MPH | 72 F | --- |
| [12:45-13:00] | 60 | 30 MPH | 72 F | --- |
| [13:00-13:15] | 59 | 30 MPH | 72 F | --- |
| [13:15-13:30] | 63 | 32 MPH | 72 F | --- |
| [13:30-13:45] | 42 | 32 MPH | 66 F | --- |
| [13:45-14:00] | 51 | 35 MPH | 66 F | --- |
| [14:00-14:15] | 49 | 32 MPH | 68 F | --- |
| [14:15-14:30] | 54 | 31 MPH | 68 F | --- |
| [14:30-14:45] | 50 | 31 MPH | 68 F | --- |
| [14:45-15:00] | 50 | 34 MPH | 68 F | --- |
| [15:00-15:15] | 47 | 34 MPH | 66 F | --- |
| [15:15-15:30] | 58 | 31 MPH | 63 F | --- |
| [15:30-15:45] | 61 | 34 MPH | 63 F | --- |
| [15:45-16:00] | 45 | 30 MPH | 61 F | --- |
| [16:00-16:15] | 45 | 34 MPH | 61 F | --- |
| [16:15-16:30] | 51 | 31 MPH | 57 F | --- |
| [16:30-16:45] | 60 | 34 MPH | 55 F | --- |
| [16:45-17:00] | 65 | 33 MPH | 55 F | --- |
| [17:00-17:15] | 55 | 31 MPH | 52 F | --- |
| [17:15-17:30] | 63 | 34 MPH | 52 F | --- |
| [17:30-17:45] | 48 | 31 MPH | 48 F | --- |
| [17:45-18:00] | 49 | 34 MPH | 48 F | --- |
| [18:00-18:15] | 48 | 31 MPH | 46 F | --- |
| [18:15-18:30] | 38 | 33 MPH | 46 F | --- |
| [18:30-18:45] | 42 | 30 MPH | 46 F | --- |
| [18:45-19:00] | 34 | 32 MPH | 43 F | --- |
| [19:00-19:15] | 39 | 28 MPH | 43 F | --- |
| [19:15-19:30] | 30 | 33 MPH | 43 F | --- |
| [19:30-19:45] | 27 | 29 MPH | 43 F | --- |
| [19:45-20:00] | 36 | 30 MPH | 43 F | --- |
| [20:00-20:15] | 25 | 30 MPH | 41 F | --- |
| [20:15-20:30] | 30 | 31 MPH | 41 F | --- |
| [20:30-20:45] | 23 | 31 MPH | 41 F | --- |

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 302806 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Eagleridge Blvd W/O Dillon Dr Lane: WB RL Street: Eagleridge Blvd W/O Dillon Dr City: Pueblo County: Pueblo State: CO | Raw Count: 2,599 AADT Count: 2,599 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

| | | | | |
|----------------|------|--------|-------|-----|
| Tue,01/07/2020 | | | | |
| [20:45-21:00] | 18 | 31 MPH | 41 F | --- |
| [21:00-21:15] | 21 | 31 MPH | 41 F | --- |
| [21:15-21:30] | 15 | 34 MPH | 41 F | --- |
| [21:30-21:45] | 16 | 31 MPH | 37 F | --- |
| [21:45-22:00] | 8 | 30 MPH | 37 F | --- |
| [22:00-22:15] | 20 | 29 MPH | 37 F | --- |
| [22:15-22:30] | 8 | 30 MPH | 37 F | --- |
| [22:30-22:45] | 10 | 28 MPH | 34 F | --- |
| [22:45-23:00] | 4 | 29 MPH | 34 F | --- |
| [23:00-23:15] | 5 | 27 MPH | 34 F | --- |
| [23:15-23:30] | 7 | 32 MPH | 34 F | --- |
| [23:30-23:45] | 5 | 34 MPH | 32 F | --- |
| [23:45-00:00] | 11 | 30 MPH | 32 F | --- |
| Tue,01/07/2020 | 1897 | 32 MPH | 52 F | |
| Wed,01/08/2020 | | | | |
| [00:00-00:15] | 3 | 29 MPH | 32 F | --- |
| [00:15-00:30] | 3 | 29 MPH | 32 F | --- |
| [00:30-00:45] | 4 | 34 MPH | 32 F | --- |
| [00:45-01:00] | 1 | 22 MPH | 32 F | --- |
| [01:00-01:15] | 3 | 29 MPH | 489 F | --- |
| [01:15-01:30] | 2 | 28 MPH | 489 F | --- |
| [01:30-01:45] | 0 | 0 MPH | 489 F | --- |
| [01:45-02:00] | 2 | 35 MPH | 489 F | --- |
| [02:00-02:15] | 1 | 32 MPH | 489 F | --- |
| [02:15-02:30] | 0 | 0 MPH | 489 F | --- |
| [02:30-02:45] | 2 | 32 MPH | 489 F | --- |
| [02:45-03:00] | 0 | 0 MPH | 489 F | --- |
| [03:00-03:15] | 1 | 75 MPH | 489 F | --- |
| [03:15-03:30] | 0 | 0 MPH | 487 F | --- |
| [03:30-03:45] | 0 | 0 MPH | 487 F | --- |
| [03:45-04:00] | 3 | 49 MPH | 487 F | --- |
| [04:00-04:15] | 2 | 33 MPH | 487 F | --- |
| [04:15-04:30] | 7 | 33 MPH | 487 F | --- |
| [04:30-04:45] | 3 | 31 MPH | 487 F | --- |
| [04:45-05:00] | 8 | 32 MPH | 487 F | --- |
| [05:00-05:15] | 9 | 31 MPH | 487 F | --- |

Date/Time/Volume/Average Speed/Temperature Report

| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |
|---|---------------|---------------|---------------------|-------------------------|
| Device ID: 302806 Location: Eagleridge Blvd W/O Dillon Dr Raw Count: 2,599 Operator: HH Lane: WB RL AADT Count: 2,599 Begin: 01/07/2020 11:30 AM Street: Eagleridge Blvd W/O Dillon Dr AADT Factor: 1 End: 01/08/2020 11:30 AM City: Pueblo Speed Limit: 30 Hours: 24.00 County: Pueblo Period (min): 15 State: CO | | | | |
| Wed,01/08/2020 | | | | |
| [05:15-05:30] | 3 | 33 MPH | 487 F | --- |
| [05:30-05:45] | 7 | 33 MPH | 487 F | --- |
| [05:45-06:00] | 12 | 40 MPH | 487 F | --- |
| [06:00-06:15] | 13 | 30 MPH | 487 F | --- |
| [06:15-06:30] | 21 | 35 MPH | 487 F | --- |
| [06:30-06:45] | 21 | 30 MPH | 487 F | --- |
| [06:45-07:00] | 16 | 34 MPH | 487 F | --- |
| [07:00-07:15] | 19 | 33 MPH | 487 F | --- |
| [07:15-07:30] | 23 | 34 MPH | 487 F | --- |
| [07:30-07:45] | 19 | 36 MPH | 487 F | --- |
| [07:45-08:00] | 30 | 32 MPH | 487 F | --- |
| [08:00-08:15] | 27 | 32 MPH | 487 F | --- |
| [08:15-08:30] | 31 | 31 MPH | 489 F | --- |
| [08:30-08:45] | 24 | 30 MPH | 489 F | --- |
| [08:45-09:00] | 23 | 32 MPH | 32 F | --- |
| [09:00-09:15] | 21 | 29 MPH | 34 F | --- |
| [09:15-09:30] | 26 | 33 MPH | 37 F | --- |
| [09:30-09:45] | 29 | 34 MPH | 41 F | --- |
| [09:45-10:00] | 38 | 32 MPH | 46 F | --- |
| [10:00-10:15] | 37 | 33 MPH | 48 F | --- |
| [10:15-10:30] | 37 | 30 MPH | 52 F | --- |
| [10:30-10:45] | 26 | 31 MPH | 55 F | --- |
| [10:45-11:00] | 46 | 30 MPH | 55 F | --- |
| [11:00-11:15] | 54 | 31 MPH | 55 F | --- |
| [11:15-11:30] | 45 | 30 MPH | 55 F | --- |
| Wed,01/08/2020 | 702 | 32 MPH | 343 F | |
| 01/07/2020 11:30 AM | | | | |
| 01/08/2020 11:30 AM | 2599 | 32 MPH | 191 F | |

**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Pueblo
Street: Eagleridge Blvd W/O Dillon Dr**

A study of vehicle traffic was conducted with the device having serial number 302813. The study was done in the **WB LL lane at Eagleridge Blvd W/O Dillon Dr** in Pueblo, CO in Pueblo county. The study began on 01/07/2020 at 11:30 AM and concluded on 01/08/2020 at 11:30 AM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 2,317 vehicles passed through the location with a peak volume of 68 on 01/07/2020 at [15:30-15:45] and a minimum volume of 0 on 01/08/2020 at [01:15-01:30]. The AADT count for this study was **2,317**.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 20 - 25 MPH range or lower. The average speed for all classified vehicles was 27 MPH with 14.11% vehicles exceeding the posted speed of 30 MPH. 2.64% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 20MPH and the 85th percentile was **29.87 MPH**.

| | | | | | | | | | | | | | | |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|
| < to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 to 39 | 40 to 44 | 45 to 49 | 50 to 54 | 55 to 59 | 60 to 64 | 65 to 69 | 70 to 74 | 75 to > |
| 4 | 15 | 116 | 831 | 659 | 125 | 43 | 24 | 11 | 14 | 3 | 4 | 4 | 4 | 35 |

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 1325 which represents 70 percent of the total classified vehicles. The number of Vans & Pickups in the study was 433 which represents 23 percent of the total classified vehicles. The number of Busses & Trucks in the study was 58 which represents 3 percent of the total classified vehicles. The number of Tractor Trailers in the study was 76 which represents 4 percent of the total classified vehicles.

| | | | | | | | | | | | | | | |
|---------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|--|--|--|--|--|--|--|
| < to 17 | 18 to 20 | 21 to 23 | 24 to 27 | 28 to 31 | 32 to 37 | 38 to 43 | 44 to > | | | | | | | |
| 1325 | 342 | 91 | 41 | 17 | 18 | 8 | 50 | | | | | | | |

CHART 2

HEADWAY

During the peak traffic period, on 01/07/2020 at [15:30-15:45] the average headway between vehicles was 13.043 seconds. During the slowest traffic period, on 01/08/2020 at [01:15-01:30] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 32.00 and 489.00 degrees F.

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 302813 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Eagleridge Blvd W/O Dillon Dr Lane: WB LL Street: Eagleridge Blvd W/O Dillon Dr City: Pueblo County: Pueblo State: CO | Raw Count: 2,317 AADT Count: 2,317 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|------------------------|-------------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

Tue, 01/07/2020

| | | | | |
|---------------|----|--------|------|-----|
| [11:30-11:45] | 39 | 26 MPH | 66 F | --- |
| [11:45-12:00] | 47 | 27 MPH | 68 F | --- |
| [12:00-12:15] | 51 | 26 MPH | 68 F | --- |
| [12:15-12:30] | 41 | 27 MPH | 68 F | --- |
| [12:30-12:45] | 57 | 27 MPH | 72 F | --- |
| [12:45-13:00] | 56 | 24 MPH | 72 F | --- |
| [13:00-13:15] | 51 | 27 MPH | 72 F | --- |
| [13:15-13:30] | 51 | 27 MPH | 72 F | --- |
| [13:30-13:45] | 42 | 25 MPH | 72 F | --- |
| [13:45-14:00] | 51 | 29 MPH | 68 F | --- |
| [14:00-14:15] | 62 | 27 MPH | 68 F | --- |
| [14:15-14:30] | 52 | 27 MPH | 68 F | --- |
| [14:30-14:45] | 45 | 28 MPH | 68 F | --- |
| [14:45-15:00] | 53 | 25 MPH | 68 F | --- |
| [15:00-15:15] | 44 | 26 MPH | 66 F | --- |
| [15:15-15:30] | 39 | 28 MPH | 66 F | --- |
| [15:30-15:45] | 68 | 30 MPH | 63 F | --- |
| [15:45-16:00] | 47 | 27 MPH | 61 F | --- |
| [16:00-16:15] | 48 | 27 MPH | 61 F | --- |
| [16:15-16:30] | 62 | 30 MPH | 57 F | --- |
| [16:30-16:45] | 65 | 28 MPH | 55 F | --- |
| [16:45-17:00] | 56 | 30 MPH | 55 F | --- |
| [17:00-17:15] | 68 | 26 MPH | 52 F | --- |
| [17:15-17:30] | 66 | 27 MPH | 52 F | --- |
| [17:30-17:45] | 57 | 26 MPH | 48 F | --- |
| [17:45-18:00] | 34 | 31 MPH | 48 F | --- |
| [18:00-18:15] | 50 | 28 MPH | 46 F | --- |
| [18:15-18:30] | 56 | 26 MPH | 46 F | --- |
| [18:30-18:45] | 36 | 25 MPH | 46 F | --- |
| [18:45-19:00] | 40 | 25 MPH | 46 F | --- |
| [19:00-19:15] | 29 | 28 MPH | 43 F | --- |
| [19:15-19:30] | 33 | 24 MPH | 43 F | --- |
| [19:30-19:45] | 19 | 27 MPH | 43 F | --- |
| [19:45-20:00] | 24 | 25 MPH | 43 F | --- |
| [20:00-20:15] | 18 | 26 MPH | 41 F | --- |
| [20:15-20:30] | 13 | 29 MPH | 41 F | --- |
| [20:30-20:45] | 15 | 28 MPH | 41 F | --- |

01/09/2020 11:56 AM

Page: 1

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 302813 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Eagleridge Blvd W/O Dillon Dr Lane: WB LL Street: Eagleridge Blvd W/O Dillon Dr City: Pueblo County: Pueblo State: CO | Raw Count: 2,317 AADT Count: 2,317 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

| | | | | |
|----------------|------|--------|-------|-----|
| Tue,01/07/2020 | | | | |
| [20:45-21:00] | 14 | 23 MPH | 41 F | --- |
| [21:00-21:15] | 21 | 31 MPH | 41 F | --- |
| [21:15-21:30] | 17 | 27 MPH | 41 F | --- |
| [21:30-21:45] | 12 | 29 MPH | 41 F | --- |
| [21:45-22:00] | 8 | 37 MPH | 37 F | --- |
| [22:00-22:15] | 15 | 27 MPH | 37 F | --- |
| [22:15-22:30] | 4 | 25 MPH | 37 F | --- |
| [22:30-22:45] | 5 | 26 MPH | 37 F | --- |
| [22:45-23:00] | 5 | 24 MPH | 34 F | --- |
| [23:00-23:15] | 4 | 28 MPH | 34 F | --- |
| [23:15-23:30] | 5 | 24 MPH | 34 F | --- |
| [23:30-23:45] | 5 | 37 MPH | 34 F | --- |
| [23:45-00:00] | 7 | 25 MPH | 34 F | --- |
| Tue,01/07/2020 | 1807 | 27 MPH | 52 F | |
| Wed,01/08/2020 | | | | |
| [00:00-00:15] | 4 | 35 MPH | 32 F | --- |
| [00:15-00:30] | 3 | 33 MPH | 32 F | --- |
| [00:30-00:45] | 1 | 28 MPH | 32 F | --- |
| [00:45-01:00] | 1 | 0 MPH | 32 F | --- |
| [01:00-01:15] | 1 | 28 MPH | 32 F | --- |
| [01:15-01:30] | 0 | 0 MPH | 32 F | --- |
| [01:30-01:45] | 1 | 22 MPH | 489 F | --- |
| [01:45-02:00] | 0 | 0 MPH | 489 F | --- |
| [02:00-02:15] | 1 | 22 MPH | 489 F | --- |
| [02:15-02:30] | 0 | 0 MPH | 489 F | --- |
| [02:30-02:45] | 0 | 0 MPH | 489 F | --- |
| [02:45-03:00] | 0 | 0 MPH | 489 F | --- |
| [03:00-03:15] | 0 | 0 MPH | 489 F | --- |
| [03:15-03:30] | 0 | 0 MPH | 489 F | --- |
| [03:30-03:45] | 0 | 0 MPH | 489 F | --- |
| [03:45-04:00] | 0 | 0 MPH | 489 F | --- |
| [04:00-04:15] | 0 | 0 MPH | 489 F | --- |
| [04:15-04:30] | 0 | 0 MPH | 487 F | --- |
| [04:30-04:45] | 0 | 0 MPH | 487 F | --- |
| [04:45-05:00] | 1 | 28 MPH | 487 F | --- |
| [05:00-05:15] | 3 | 24 MPH | 487 F | --- |

Date/Time/Volume/Average Speed/Temperature Report

| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |
|---|------------------|------------------|------------------------|-------------------------------|
| Device ID: 302813 Location: Eagleridge Blvd W/O Dillon Dr Raw Count: 2,317 Operator: HH Lane: WB LL AADT Count: 2,317 Begin: 01/07/2020 11:30 AM Street: Eagleridge Blvd W/O Dillon Dr AADT Factor: 1 End: 01/08/2020 11:30 AM City: Pueblo Speed Limit: 30 Hours: 24.00 County: Pueblo Period (min): 15 State: CO | | | | |
| Wed,01/08/2020 | | | | |
| [05:15-05:30] | 1 | 28 MPH | 487 F | --- |
| [05:30-05:45] | 3 | 28 MPH | 487 F | --- |
| [05:45-06:00] | 2 | 25 MPH | 487 F | --- |
| [06:00-06:15] | 8 | 28 MPH | 487 F | --- |
| [06:15-06:30] | 7 | 29 MPH | 487 F | --- |
| [06:30-06:45] | 11 | 25 MPH | 487 F | --- |
| [06:45-07:00] | 12 | 25 MPH | 487 F | --- |
| [07:00-07:15] | 15 | 26 MPH | 487 F | --- |
| [07:15-07:30] | 14 | 25 MPH | 487 F | --- |
| [07:30-07:45] | 24 | 25 MPH | 487 F | --- |
| [07:45-08:00] | 16 | 27 MPH | 487 F | --- |
| [08:00-08:15] | 14 | 27 MPH | 487 F | --- |
| [08:15-08:30] | 19 | 26 MPH | 489 F | --- |
| [08:30-08:45] | 18 | 26 MPH | 489 F | --- |
| [08:45-09:00] | 27 | 27 MPH | 32 F | --- |
| [09:00-09:15] | 24 | 25 MPH | 34 F | --- |
| [09:15-09:30] | 25 | 23 MPH | 37 F | --- |
| [09:30-09:45] | 31 | 25 MPH | 41 F | --- |
| [09:45-10:00] | 27 | 25 MPH | 46 F | --- |
| [10:00-10:15] | 31 | 25 MPH | 48 F | --- |
| [10:15-10:30] | 32 | 26 MPH | 52 F | --- |
| [10:30-10:45] | 26 | 28 MPH | 55 F | --- |
| [10:45-11:00] | 31 | 25 MPH | 55 F | --- |
| [11:00-11:15] | 46 | 28 MPH | 55 F | --- |
| [11:15-11:30] | 30 | 24 MPH | 55 F | --- |
| Wed,01/08/2020 | 510 | 26 MPH | 323 F | |
| 01/07/2020 11:30 AM | | | | |
| 01/08/2020 11:30 AM | 2317 | 27 MPH | 182 F | |

**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Pueblo
Street: Eagleridge Blvd W/O Dillon Dr**

A study of vehicle traffic was conducted with the device having serial number 058919. The study was done in the **EB LT lane at Eagleridge Blvd W/O Dillon Dr** in Pueblo, CO in Pueblo county. The study began on 01/07/2020 at 11:30 AM and concluded on 01/08/2020 at 11:30 AM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 976 vehicles passed through the location with a peak volume of 42 on 01/07/2020 at [15:45-16:00] and a minimum volume of 0 on 01/07/2020 at [21:45-22:00]. The AADT count for this study was **976**.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 25 - 30 MPH range or lower. The average speed for all classified vehicles was 26 MPH with 16.65% vehicles exceeding the posted speed of 30 MPH. 0.74% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 25MPH and the 85th percentile was **30.57 MPH**.

| | | | | | | | | | | | | | | |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|
| < to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 to 39 | 40 to 44 | 45 to 49 | 50 to 54 | 55 to 59 | 60 to 64 | 65 to 69 | 70 to 74 | 75 to > |
| 0 | 5 | 98 | 303 | 385 | 132 | 14 | 2 | 3 | 0 | 2 | 0 | 0 | 1 | 4 |

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 517 which represents 54 percent of the total classified vehicles. The number of Vans & Pickups in the study was 383 which represents 40 percent of the total classified vehicles. The number of Busses & Trucks in the study was 31 which represents 3 percent of the total classified vehicles. The number of Tractor Trailers in the study was 18 which represents 2 percent of the total classified vehicles.

| | | | | | | | | | | | | | | |
|---------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|--|--|--|--|--|--|--|
| < to 17 | 18 to 20 | 21 to 23 | 24 to 27 | 28 to 31 | 32 to 37 | 38 to 43 | 44 to > | | | | | | | |
| 517 | 307 | 76 | 29 | 2 | 11 | 0 | 7 | | | | | | | |

CHART 2

HEADWAY

During the peak traffic period, on 01/07/2020 at [15:45-16:00] the average headway between vehicles was 20.93 seconds. During the slowest traffic period, on 01/07/2020 at [21:45-22:00] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 32.00 and 70.00 degrees F.

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 058919 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Eagleridge Blvd W/O Dillon Dr Lane: EB LT Street: Eagleridge Blvd W/O Dillon Dr City: Pueblo County: Pueblo State: CO | Raw Count: 976 AADT Count: 976 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

Tue,01/07/2020

| | | | | |
|---------------|----|--------|------|-----|
| [11:30-11:45] | 16 | 24 MPH | 64 F | --- |
| [11:45-12:00] | 28 | 26 MPH | 66 F | --- |
| [12:00-12:15] | 23 | 25 MPH | 66 F | --- |
| [12:15-12:30] | 20 | 25 MPH | 68 F | --- |
| [12:30-12:45] | 23 | 24 MPH | 68 F | --- |
| [12:45-13:00] | 20 | 24 MPH | 68 F | --- |
| [13:00-13:15] | 13 | 28 MPH | 70 F | --- |
| [13:15-13:30] | 21 | 27 MPH | 70 F | --- |
| [13:30-13:45] | 8 | 23 MPH | 70 F | --- |
| [13:45-14:00] | 14 | 26 MPH | 70 F | --- |
| [14:00-14:15] | 16 | 27 MPH | 70 F | --- |
| [14:15-14:30] | 17 | 26 MPH | 70 F | --- |
| [14:30-14:45] | 11 | 26 MPH | 68 F | --- |
| [14:45-15:00] | 11 | 27 MPH | 66 F | --- |
| [15:00-15:15] | 18 | 24 MPH | 66 F | --- |
| [15:15-15:30] | 12 | 32 MPH | 64 F | --- |
| [15:30-15:45] | 27 | 24 MPH | 63 F | --- |
| [15:45-16:00] | 42 | 25 MPH | 63 F | --- |
| [16:00-16:15] | 28 | 27 MPH | 59 F | --- |
| [16:15-16:30] | 32 | 25 MPH | 57 F | --- |
| [16:30-16:45] | 26 | 27 MPH | 55 F | --- |
| [16:45-17:00] | 33 | 27 MPH | 54 F | --- |
| [17:00-17:15] | 34 | 25 MPH | 52 F | --- |
| [17:15-17:30] | 36 | 27 MPH | 50 F | --- |
| [17:30-17:45] | 33 | 26 MPH | 48 F | --- |
| [17:45-18:00] | 24 | 24 MPH | 48 F | --- |
| [18:00-18:15] | 15 | 24 MPH | 46 F | --- |
| [18:15-18:30] | 33 | 26 MPH | 46 F | --- |
| [18:30-18:45] | 9 | 25 MPH | 45 F | --- |
| [18:45-19:00] | 22 | 25 MPH | 45 F | --- |
| [19:00-19:15] | 8 | 26 MPH | 43 F | --- |
| [19:15-19:30] | 16 | 25 MPH | 43 F | --- |
| [19:30-19:45] | 8 | 24 MPH | 43 F | --- |
| [19:45-20:00] | 15 | 26 MPH | 43 F | --- |
| [20:00-20:15] | 8 | 26 MPH | 41 F | --- |
| [20:15-20:30] | 5 | 28 MPH | 41 F | --- |
| [20:30-20:45] | 5 | 27 MPH | 41 F | --- |

01/09/2020 12:02 PM

Page: 1

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 058919 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Eagleridge Blvd W/O Dillon Dr Lane: EB LT Street: Eagleridge Blvd W/O Dillon Dr City: Pueblo County: Pueblo State: CO | Raw Count: 976 AADT Count: 976 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

| | | | | |
|----------------|-----|--------|------|-----|
| Tue,01/07/2020 | | | | |
| [20:45-21:00] | 6 | 24 MPH | 41 F | --- |
| [21:00-21:15] | 4 | 31 MPH | 41 F | --- |
| [21:15-21:30] | 2 | 28 MPH | 39 F | --- |
| [21:30-21:45] | 4 | 24 MPH | 39 F | --- |
| [21:45-22:00] | 0 | 0 MPH | 39 F | --- |
| [22:00-22:15] | 1 | 75 MPH | 37 F | --- |
| [22:15-22:30] | 0 | 0 MPH | 37 F | --- |
| [22:30-22:45] | 0 | 0 MPH | 37 F | --- |
| [22:45-23:00] | 2 | 28 MPH | 36 F | --- |
| [23:00-23:15] | 1 | 22 MPH | 36 F | --- |
| [23:15-23:30] | 0 | 0 MPH | 36 F | --- |
| [23:30-23:45] | 0 | 0 MPH | 34 F | --- |
| [23:45-00:00] | 1 | 32 MPH | 34 F | --- |
| Tue,01/07/2020 | 751 | 26 MPH | 52 F | |
| Wed,01/08/2020 | | | | |
| [00:00-00:15] | 0 | 0 MPH | 34 F | --- |
| [00:15-00:30] | 1 | 22 MPH | 34 F | --- |
| [00:30-00:45] | 0 | 0 MPH | 32 F | --- |
| [00:45-01:00] | 1 | 22 MPH | 32 F | --- |
| [01:00-01:15] | 0 | 0 MPH | 32 F | --- |
| [01:15-01:30] | 0 | 0 MPH | 32 F | --- |
| [01:30-01:45] | 0 | 0 MPH | 34 F | --- |
| [01:45-02:00] | 0 | 0 MPH | 34 F | --- |
| [02:00-02:15] | 0 | 0 MPH | 34 F | --- |
| [02:15-02:30] | 0 | 0 MPH | 34 F | --- |
| [02:30-02:45] | 0 | 0 MPH | 34 F | --- |
| [02:45-03:00] | 0 | 0 MPH | 34 F | --- |
| [03:00-03:15] | 0 | 0 MPH | 34 F | --- |
| [03:15-03:30] | 0 | 0 MPH | 36 F | --- |
| [03:30-03:45] | 0 | 0 MPH | 36 F | --- |
| [03:45-04:00] | 0 | 0 MPH | 36 F | --- |
| [04:00-04:15] | 1 | 28 MPH | 36 F | --- |
| [04:15-04:30] | 0 | 0 MPH | 36 F | --- |
| [04:30-04:45] | 0 | 0 MPH | 36 F | --- |
| [04:45-05:00] | 1 | 18 MPH | 36 F | --- |
| [05:00-05:15] | 1 | 32 MPH | 37 F | --- |

Date/Time/Volume/Average Speed/Temperature Report

| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |
|---|---------------|---------------|---------------------|-------------------------|
| Device ID: 058919 Location: Eagleridge Blvd W/O Dillon Dr Raw Count: 976 Operator: HH Lane: EB LT ADT Count: 976 Begin: 01/07/2020 11:30 AM Street: Eagleridge Blvd W/O Dillon Dr ADT Factor: 1 End: 01/08/2020 11:30 AM City: Pueblo Speed Limit: 30 Hours: 24.00 County: Pueblo Period (min): 15 State: CO | | | | |
| Wed,01/08/2020 | | | | |
| [05:15-05:30] | 0 | 0 MPH | 37 F | --- |
| [05:30-05:45] | 0 | 0 MPH | 37 F | --- |
| [05:45-06:00] | 0 | 0 MPH | 37 F | --- |
| [06:00-06:15] | 6 | 28 MPH | 37 F | --- |
| [06:15-06:30] | 3 | 24 MPH | 37 F | --- |
| [06:30-06:45] | 6 | 27 MPH | 37 F | --- |
| [06:45-07:00] | 12 | 28 MPH | 37 F | --- |
| [07:00-07:15] | 7 | 28 MPH | 37 F | --- |
| [07:15-07:30] | 10 | 28 MPH | 37 F | --- |
| [07:30-07:45] | 9 | 27 MPH | 37 F | --- |
| [07:45-08:00] | 24 | 28 MPH | 37 F | --- |
| [08:00-08:15] | 8 | 28 MPH | 37 F | --- |
| [08:15-08:30] | 6 | 28 MPH | 36 F | --- |
| [08:30-08:45] | 11 | 29 MPH | 34 F | --- |
| [08:45-09:00] | 13 | 28 MPH | 32 F | --- |
| [09:00-09:15] | 7 | 29 MPH | 36 F | --- |
| [09:15-09:30] | 7 | 26 MPH | 37 F | --- |
| [09:30-09:45] | 13 | 26 MPH | 41 F | --- |
| [09:45-10:00] | 20 | 25 MPH | 46 F | --- |
| [10:00-10:15] | 12 | 29 MPH | 48 F | --- |
| [10:15-10:30] | 9 | 22 MPH | 52 F | --- |
| [10:30-10:45] | 9 | 24 MPH | 54 F | --- |
| [10:45-11:00] | 9 | 25 MPH | 54 F | --- |
| [11:00-11:15] | 7 | 24 MPH | 54 F | --- |
| [11:15-11:30] | 12 | 27 MPH | 54 F | --- |
| Wed,01/08/2020 | 225 | 27 MPH | 38 F | |
| 01/07/2020 11:30 AM | | | | |
| 01/08/2020 11:30 AM | 976 | 26 MPH | 45 F | |

**MH Corbin Traffic Analyzer Study
 Computer Generated Summary Report
 City: Pueblo
 Street: Eagleridge Blvd W/O Dillon Dr**

A study of vehicle traffic was conducted with the device having serial number 134256. The study was done in the EB LL lane at Eagleridge Blvd W/O Dillon Dr in Pueblo, CO in Pueblo county. The study began on 01/07/2020 at 11:30 AM and concluded on 01/08/2020 at 11:30 AM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 202 vehicles passed through the location with a peak volume of 7 on 01/07/2020 at [12:45-13:00] and a minimum volume of 0 on 01/07/2020 at [19:45-20:00]. The AADT count for this study was 202.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 15 - 20 MPH range or lower. The average speed for all classified vehicles was 22 MPH with 8.43% vehicles exceeding the posted speed of 30 MPH. 1.69% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 15MPH and the 85th percentile was 26.25 MPH.

| | | | | | | | | | | | | | | |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|
| < to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 to 39 | 40 to 44 | 45 to 49 | 50 to 54 | 55 to 59 | 60 to 64 | 65 to 69 | 70 to 74 | 75 to > |
| 2 | 13 | 72 | 60 | 16 | 6 | 4 | 1 | 1 | 0 | 0 | 1 | 0 | 0 | 2 |

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 131 which represents 74 percent of the total classified vehicles. The number of Vans & Pickups in the study was 36 which represents 20 percent of the total classified vehicles. The number of Busses & Trucks in the study was 6 which represents 3 percent of the total classified vehicles. The number of Tractor Trailers in the study was 5 which represents 3 percent of the total classified vehicles.

| | | | | | | | | | | | | | | |
|---------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|--|--|--|--|--|--|--|
| < to 17 | 18 to 20 | 21 to 23 | 24 to 27 | 28 to 31 | 32 to 37 | 38 to 43 | 44 to > | | | | | | | |
| 131 | 24 | 12 | 6 | 0 | 4 | 0 | 1 | | | | | | | |

CHART 2

HEADWAY

During the peak traffic period, on 01/07/2020 at [12:45-13:00] the average headway between vehicles was 112.5 seconds. During the slowest traffic period, on 01/07/2020 at [19:45-20:00] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 32.00 and 70.00 degrees F.

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 134256 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Eagleridge Blvd W/O Dillon Dr Lane: EB LL Street: Eagleridge Blvd W/O Dillon Dr City: Pueblo County: Pueblo State: CO | Raw Count: 202 ADT Count: 202 ADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

Tue,01/07/2020

| | | | | |
|---------------|---|--------|------|-----|
| [11:30-11:45] | 5 | 18 MPH | 64 F | --- |
| [11:45-12:00] | 3 | 20 MPH | 66 F | --- |
| [12:00-12:15] | 3 | 23 MPH | 68 F | --- |
| [12:15-12:30] | 5 | 16 MPH | 70 F | --- |
| [12:30-12:45] | 5 | 27 MPH | 70 F | --- |
| [12:45-13:00] | 7 | 23 MPH | 70 F | --- |
| [13:00-13:15] | 7 | 17 MPH | 70 F | --- |
| [13:15-13:30] | 6 | 35 MPH | 70 F | --- |
| [13:30-13:45] | 4 | 24 MPH | 70 F | --- |
| [13:45-14:00] | 6 | 19 MPH | 70 F | --- |
| [14:00-14:15] | 5 | 20 MPH | 68 F | --- |
| [14:15-14:30] | 5 | 22 MPH | 64 F | --- |
| [14:30-14:45] | 5 | 20 MPH | 64 F | --- |
| [14:45-15:00] | 2 | 20 MPH | 63 F | --- |
| [15:00-15:15] | 2 | 18 MPH | 61 F | --- |
| [15:15-15:30] | 1 | 18 MPH | 61 F | --- |
| [15:30-15:45] | 3 | 27 MPH | 57 F | --- |
| [15:45-16:00] | 6 | 22 MPH | 57 F | --- |
| [16:00-16:15] | 3 | 24 MPH | 55 F | --- |
| [16:15-16:30] | 4 | 23 MPH | 54 F | --- |
| [16:30-16:45] | 6 | 19 MPH | 52 F | --- |
| [16:45-17:00] | 3 | 19 MPH | 50 F | --- |
| [17:00-17:15] | 4 | 19 MPH | 48 F | --- |
| [17:15-17:30] | 5 | 19 MPH | 46 F | --- |
| [17:30-17:45] | 6 | 21 MPH | 46 F | --- |
| [17:45-18:00] | 6 | 21 MPH | 45 F | --- |
| [18:00-18:15] | 3 | 26 MPH | 45 F | --- |
| [18:15-18:30] | 1 | 12 MPH | 43 F | --- |
| [18:30-18:45] | 2 | 20 MPH | 43 F | --- |
| [18:45-19:00] | 2 | 20 MPH | 41 F | --- |
| [19:00-19:15] | 6 | 18 MPH | 41 F | --- |
| [19:15-19:30] | 3 | 18 MPH | 41 F | --- |
| [19:30-19:45] | 4 | 23 MPH | 41 F | --- |
| [19:45-20:00] | 0 | 0 MPH | 39 F | --- |
| [20:00-20:15] | 1 | 18 MPH | 39 F | --- |
| [20:15-20:30] | 1 | 18 MPH | 39 F | --- |
| [20:30-20:45] | 1 | 12 MPH | 39 F | --- |

01/09/2020 12:03 PM

Page: 1

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 134256 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Eagleridge Blvd W/O Dillon Dr Lane: EB LL Street: Eagleridge Blvd W/O Dillon Dr City: Pueblo County: Pueblo State: CO | Raw Count: 202 ADT Count: 202 ADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|------------------------|-------------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

| | | | | |
|----------------|-----|--------|------|-----|
| Tue,01/07/2020 | | | | |
| [20:45-21:00] | 1 | 32 MPH | 39 F | --- |
| [21:00-21:15] | 1 | 18 MPH | 39 F | --- |
| [21:15-21:30] | 4 | 24 MPH | 39 F | --- |
| [21:30-21:45] | 0 | 0 MPH | 37 F | --- |
| [21:45-22:00] | 0 | 0 MPH | 37 F | --- |
| [22:00-22:15] | 0 | 0 MPH | 36 F | --- |
| [22:15-22:30] | 0 | 0 MPH | 36 F | --- |
| [22:30-22:45] | 1 | 0 MPH | 36 F | --- |
| [22:45-23:00] | 0 | 0 MPH | 34 F | --- |
| [23:00-23:15] | 1 | 18 MPH | 34 F | --- |
| [23:15-23:30] | 0 | 0 MPH | 34 F | --- |
| [23:30-23:45] | 0 | 0 MPH | 34 F | --- |
| [23:45-00:00] | 1 | 22 MPH | 32 F | --- |
| Tue,01/07/2020 | 150 | 21 MPH | 50 F | |
| Wed,01/08/2020 | | | | |
| [00:00-00:15] | 0 | 0 MPH | 32 F | --- |
| [00:15-00:30] | 0 | 0 MPH | 32 F | --- |
| [00:30-00:45] | 0 | 0 MPH | 34 F | --- |
| [00:45-01:00] | 0 | 0 MPH | 34 F | --- |
| [01:00-01:15] | 0 | 0 MPH | 34 F | --- |
| [01:15-01:30] | 0 | 0 MPH | 34 F | --- |
| [01:30-01:45] | 0 | 0 MPH | 34 F | --- |
| [01:45-02:00] | 0 | 0 MPH | 36 F | --- |
| [02:00-02:15] | 0 | 0 MPH | 36 F | --- |
| [02:15-02:30] | 0 | 0 MPH | 36 F | --- |
| [02:30-02:45] | 0 | 0 MPH | 36 F | --- |
| [02:45-03:00] | 0 | 0 MPH | 36 F | --- |
| [03:00-03:15] | 0 | 0 MPH | 36 F | --- |
| [03:15-03:30] | 0 | 0 MPH | 36 F | --- |
| [03:30-03:45] | 0 | 0 MPH | 37 F | --- |
| [03:45-04:00] | 0 | 0 MPH | 37 F | --- |
| [04:00-04:15] | 1 | 22 MPH | 37 F | --- |
| [04:15-04:30] | 0 | 0 MPH | 37 F | --- |
| [04:30-04:45] | 0 | 0 MPH | 37 F | --- |
| [04:45-05:00] | 0 | 0 MPH | 37 F | --- |
| [05:00-05:15] | 0 | 0 MPH | 37 F | --- |

Date/Time/Volume/Average Speed/Temperature Report

| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |
|---|---------------|---------------|---------------------|-------------------------|
| Device ID: 134256 Location: Eagleridge Blvd W/O Dillon Dr Raw Count: 202 Operator: HH Lane: EB LL ADT Count: 202 Begin: 01/07/2020 11:30 AM Street: Eagleridge Blvd W/O Dillon Dr ADT Factor: 1 End: 01/08/2020 11:30 AM City: Pueblo Speed Limit: 30 Hours: 24.00 County: Pueblo Period (min): 15 State: CO | | | | |
| Wed,01/08/2020 | | | | |
| [05:15-05:30] | 1 | 18 MPH | 39 F | --- |
| [05:30-05:45] | 0 | 0 MPH | 39 F | --- |
| [05:45-06:00] | 0 | 0 MPH | 39 F | --- |
| [06:00-06:15] | 0 | 0 MPH | 39 F | --- |
| [06:15-06:30] | 1 | 18 MPH | 39 F | --- |
| [06:30-06:45] | 5 | 23 MPH | 39 F | --- |
| [06:45-07:00] | 0 | 0 MPH | 39 F | --- |
| [07:00-07:15] | 0 | 0 MPH | 39 F | --- |
| [07:15-07:30] | 3 | 36 MPH | 39 F | --- |
| [07:30-07:45] | 0 | 0 MPH | 39 F | --- |
| [07:45-08:00] | 2 | 22 MPH | 39 F | --- |
| [08:00-08:15] | 3 | 17 MPH | 37 F | --- |
| [08:15-08:30] | 4 | 21 MPH | 37 F | --- |
| [08:30-08:45] | 1 | 22 MPH | 36 F | --- |
| [08:45-09:00] | 2 | 28 MPH | 32 F | --- |
| [09:00-09:15] | 2 | 20 MPH | 36 F | --- |
| [09:15-09:30] | 4 | 23 MPH | 37 F | --- |
| [09:30-09:45] | 2 | 35 MPH | 41 F | --- |
| [09:45-10:00] | 2 | 23 MPH | 46 F | --- |
| [10:00-10:15] | 1 | 18 MPH | 50 F | --- |
| [10:15-10:30] | 5 | 18 MPH | 52 F | --- |
| [10:30-10:45] | 1 | 22 MPH | 54 F | --- |
| [10:45-11:00] | 5 | 19 MPH | 54 F | --- |
| [11:00-11:15] | 4 | 22 MPH | 54 F | --- |
| [11:15-11:30] | 3 | 47 MPH | 55 F | --- |
| Wed,01/08/2020 | 52 | 24 MPH | 39 F | |
| 01/07/2020 11:30 AM | | | | |
| 01/08/2020 11:30 AM | 202 | 22 MPH | 45 F | |

**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Pueblo
Street: Eagleridge Blvd W/O Dillon Dr**

A study of vehicle traffic was conducted with the device having serial number 134254. The study was done in the **EB RL lane at Eagleridge Blvd W/O Dillon Dr** in Pueblo, CO in Pueblo county. The study began on 01/07/2020 at 11:30 AM and concluded on 01/08/2020 at 11:30 AM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 262 vehicles passed through the location with a peak volume of 10 on 01/08/2020 at [10:45-11:00] and a minimum volume of 0 on 01/07/2020 at [22:15-22:30]. The AADT count for this study was **262**.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 20 - 25 MPH range or lower. The average speed for all classified vehicles was 26 MPH with 17.65% vehicles exceeding the posted speed of 30 MPH. 3.36% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 20MPH and the 85th percentile was **31.43 MPH**.

| | | | | | | | | | | | | | | |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|
| < to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 to 39 | 40 to 44 | 45 to 49 | 50 to 54 | 55 to 59 | 60 to 64 | 65 to 69 | 70 to 74 | 75 to > |
| 2 | 12 | 49 | 77 | 56 | 21 | 7 | 3 | 0 | 3 | 0 | 1 | 3 | 0 | 4 |

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 161 which represents 68 percent of the total classified vehicles. The number of Vans & Pickups in the study was 49 which represents 21 percent of the total classified vehicles. The number of Busses & Trucks in the study was 8 which represents 3 percent of the total classified vehicles. The number of Tractor Trailers in the study was 20 which represents 8 percent of the total classified vehicles.

| | | | | | | | | | | | | | | |
|---------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|--|--|--|--|--|--|--|
| < to 17 | 18 to 20 | 21 to 23 | 24 to 27 | 28 to 31 | 32 to 37 | 38 to 43 | 44 to > | | | | | | | |
| 161 | 35 | 14 | 5 | 3 | 3 | 4 | 13 | | | | | | | |

CHART 2

HEADWAY

During the peak traffic period, on 01/08/2020 at [10:45-11:00] the average headway between vehicles was 81.818 seconds. During the slowest traffic period, on 01/07/2020 at [22:15-22:30] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 32.00 and 68.00 degrees F.

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 134254 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Eagleridge Blvd W/O Dillon Dr Lane: EB RL Street: Eagleridge Blvd W/O Dillon Dr City: Pueblo County: Pueblo State: CO | Raw Count: 262 AADT Count: 262 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|------------------------|-------------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

Tue, 01/07/2020

| | | | | |
|---------------|---|--------|------|-----|
| [11:30-11:45] | 3 | 26 MPH | 61 F | --- |
| [11:45-12:00] | 1 | 28 MPH | 63 F | --- |
| [12:00-12:15] | 6 | 34 MPH | 64 F | --- |
| [12:15-12:30] | 4 | 23 MPH | 66 F | --- |
| [12:30-12:45] | 7 | 24 MPH | 66 F | --- |
| [12:45-13:00] | 6 | 20 MPH | 66 F | --- |
| [13:00-13:15] | 3 | 21 MPH | 66 F | --- |
| [13:15-13:30] | 3 | 31 MPH | 68 F | --- |
| [13:30-13:45] | 8 | 35 MPH | 68 F | --- |
| [13:45-14:00] | 6 | 24 MPH | 68 F | --- |
| [14:00-14:15] | 3 | 23 MPH | 68 F | --- |
| [14:15-14:30] | 5 | 28 MPH | 66 F | --- |
| [14:30-14:45] | 5 | 24 MPH | 63 F | --- |
| [14:45-15:00] | 6 | 31 MPH | 61 F | --- |
| [15:00-15:15] | 3 | 26 MPH | 59 F | --- |
| [15:15-15:30] | 6 | 26 MPH | 57 F | --- |
| [15:30-15:45] | 5 | 17 MPH | 55 F | --- |
| [15:45-16:00] | 3 | 27 MPH | 55 F | --- |
| [16:00-16:15] | 4 | 24 MPH | 54 F | --- |
| [16:15-16:30] | 5 | 21 MPH | 52 F | --- |
| [16:30-16:45] | 2 | 23 MPH | 50 F | --- |
| [16:45-17:00] | 1 | 12 MPH | 50 F | --- |
| [17:00-17:15] | 4 | 24 MPH | 48 F | --- |
| [17:15-17:30] | 3 | 20 MPH | 46 F | --- |
| [17:30-17:45] | 2 | 20 MPH | 46 F | --- |
| [17:45-18:00] | 3 | 37 MPH | 46 F | --- |
| [18:00-18:15] | 7 | 21 MPH | 45 F | --- |
| [18:15-18:30] | 5 | 26 MPH | 45 F | --- |
| [18:30-18:45] | 4 | 29 MPH | 43 F | --- |
| [18:45-19:00] | 5 | 27 MPH | 43 F | --- |
| [19:00-19:15] | 2 | 22 MPH | 41 F | --- |
| [19:15-19:30] | 3 | 22 MPH | 41 F | --- |
| [19:30-19:45] | 3 | 33 MPH | 41 F | --- |
| [19:45-20:00] | 4 | 22 MPH | 41 F | --- |
| [20:00-20:15] | 1 | 18 MPH | 41 F | --- |
| [20:15-20:30] | 1 | 22 MPH | 39 F | --- |
| [20:30-20:45] | 3 | 23 MPH | 39 F | --- |

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Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 134254 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Eagleridge Blvd W/O Dillon Dr Lane: EB RL Street: Eagleridge Blvd W/O Dillon Dr City: Pueblo County: Pueblo State: CO | Raw Count: 262 AADT Count: 262 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

| | | | | |
|----------------|-----|--------|------|-----|
| Tue,01/07/2020 | | | | |
| [20:45-21:00] | 4 | 24 MPH | 39 F | --- |
| [21:00-21:15] | 1 | 18 MPH | 39 F | --- |
| [21:15-21:30] | 1 | 42 MPH | 39 F | --- |
| [21:30-21:45] | 1 | 22 MPH | 39 F | --- |
| [21:45-22:00] | 1 | 18 MPH | 37 F | --- |
| [22:00-22:15] | 3 | 29 MPH | 37 F | --- |
| [22:15-22:30] | 0 | 0 MPH | 37 F | --- |
| [22:30-22:45] | 0 | 0 MPH | 36 F | --- |
| [22:45-23:00] | 1 | 22 MPH | 36 F | --- |
| [23:00-23:15] | 1 | 0 MPH | 36 F | --- |
| [23:15-23:30] | 2 | 20 MPH | 34 F | --- |
| [23:30-23:45] | 0 | 0 MPH | 34 F | --- |
| [23:45-00:00] | 1 | 28 MPH | 34 F | --- |
| Tue,01/07/2020 | 161 | 25 MPH | 49 F | |
| Wed,01/08/2020 | | | | |
| [00:00-00:15] | 1 | 32 MPH | 34 F | --- |
| [00:15-00:30] | 0 | 0 MPH | 32 F | --- |
| [00:30-00:45] | 0 | 0 MPH | 32 F | --- |
| [00:45-01:00] | 0 | 0 MPH | 32 F | --- |
| [01:00-01:15] | 0 | 0 MPH | 32 F | --- |
| [01:15-01:30] | 0 | 0 MPH | 32 F | --- |
| [01:30-01:45] | 2 | 28 MPH | 34 F | --- |
| [01:45-02:00] | 2 | 20 MPH | 34 F | --- |
| [02:00-02:15] | 0 | 0 MPH | 34 F | --- |
| [02:15-02:30] | 1 | 18 MPH | 34 F | --- |
| [02:30-02:45] | 0 | 0 MPH | 34 F | --- |
| [02:45-03:00] | 0 | 0 MPH | 34 F | --- |
| [03:00-03:15] | 1 | 22 MPH | 34 F | --- |
| [03:15-03:30] | 0 | 0 MPH | 36 F | --- |
| [03:30-03:45] | 0 | 0 MPH | 36 F | --- |
| [03:45-04:00] | 0 | 0 MPH | 36 F | --- |
| [04:00-04:15] | 0 | 0 MPH | 36 F | --- |
| [04:15-04:30] | 2 | 25 MPH | 36 F | --- |
| [04:30-04:45] | 3 | 25 MPH | 36 F | --- |
| [04:45-05:00] | 3 | 29 MPH | 36 F | --- |
| [05:00-05:15] | 2 | 28 MPH | 37 F | --- |

Date/Time/Volume/Average Speed/Temperature Report

| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |
|---|---------------|---------------|---------------------|-------------------------|
| Device ID: 134254 Location: Eagleridge Blvd W/O Dillon Dr Raw Count: 262 Operator: HH Lane: EB RL ADT Count: 262 Begin: 01/07/2020 11:30 AM Street: Eagleridge Blvd W/O Dillon Dr ADT Factor: 1 End: 01/08/2020 11:30 AM City: Pueblo Speed Limit: 30 Hours: 24.00 County: Pueblo Period (min): 15 State: CO | | | | |
| Wed,01/08/2020 | | | | |
| [05:15-05:30] | 1 | 28 MPH | 37 F | --- |
| [05:30-05:45] | 2 | 54 MPH | 37 F | --- |
| [05:45-06:00] | 1 | 42 MPH | 37 F | --- |
| [06:00-06:15] | 1 | 18 MPH | 37 F | --- |
| [06:15-06:30] | 3 | 20 MPH | 37 F | --- |
| [06:30-06:45] | 3 | 30 MPH | 37 F | --- |
| [06:45-07:00] | 2 | 22 MPH | 37 F | --- |
| [07:00-07:15] | 1 | 18 MPH | 37 F | --- |
| [07:15-07:30] | 4 | 21 MPH | 37 F | --- |
| [07:30-07:45] | 1 | 28 MPH | 37 F | --- |
| [07:45-08:00] | 3 | 22 MPH | 37 F | --- |
| [08:00-08:15] | 1 | 22 MPH | 37 F | --- |
| [08:15-08:30] | 3 | 27 MPH | 36 F | --- |
| [08:30-08:45] | 1 | 28 MPH | 36 F | --- |
| [08:45-09:00] | 4 | 31 MPH | 34 F | --- |
| [09:00-09:15] | 4 | 21 MPH | 34 F | --- |
| [09:15-09:30] | 1 | 0 MPH | 36 F | --- |
| [09:30-09:45] | 4 | 23 MPH | 39 F | --- |
| [09:45-10:00] | 7 | 20 MPH | 43 F | --- |
| [10:00-10:15] | 8 | 25 MPH | 46 F | --- |
| [10:15-10:30] | 2 | 18 MPH | 50 F | --- |
| [10:30-10:45] | 5 | 26 MPH | 52 F | --- |
| [10:45-11:00] | 10 | 31 MPH | 52 F | --- |
| [11:00-11:15] | 3 | 33 MPH | 52 F | --- |
| [11:15-11:30] | 9 | 21 MPH | 52 F | --- |
| Wed,01/08/2020 | 101 | 26 MPH | 38 F | |
| 01/07/2020 11:30 AM | | | | |
| 01/08/2020 11:30 AM | 262 | 26 MPH | 44 F | |

**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Pueblo
Street: Eagleridge Blvd W/O Dillon Dr**

A study of vehicle traffic was conducted with the device having serial number 134255. The study was done in the **EB RT lane at Eagleridge Blvd W/O Dillon Dr** in Pueblo, CO in Pueblo county. The study began on 01/07/2020 at 11:30 AM and concluded on 01/08/2020 at 11:30 AM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 3,085 vehicles passed through the location with a peak volume of 82 on 01/07/2020 at [13:15-13:30] and a minimum volume of 0 on 01/07/2020 at [23:45-00:00]. The AADT count for this study was **3,085**.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 20 - 25 MPH range or lower. The average speed for all classified vehicles was 23 MPH with 5.46% vehicles exceeding the posted speed of 30 MPH. 0.85% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 20MPH and the 85th percentile was **27.21 MPH**.

| | | | | | | | | | | | | | | |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|
| < to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 to 39 | 40 to 44 | 45 to 49 | 50 to 54 | 55 to 59 | 60 to 64 | 65 to 69 | 70 to 74 | 75 to > |
| 4 | 99 | 689 | 1492 | 505 | 96 | 18 | 9 | 7 | 6 | 2 | 4 | 3 | 3 | 13 |

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 2420 which represents 82 percent of the total classified vehicles. The number of Vans & Pickups in the study was 450 which represents 15 percent of the total classified vehicles. The number of Busses & Trucks in the study was 43 which represents 1 percent of the total classified vehicles. The number of Tractor Trailers in the study was 37 which represents 1 percent of the total classified vehicles.

| | | | | | | | | | | | | | | |
|---------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|--|--|--|--|--|--|--|
| < to 17 | 18 to 20 | 21 to 23 | 24 to 27 | 28 to 31 | 32 to 37 | 38 to 43 | 44 to > | | | | | | | |
| 2420 | 358 | 92 | 26 | 17 | 14 | 5 | 18 | | | | | | | |

CHART 2

HEADWAY

During the peak traffic period, on 01/07/2020 at [13:15-13:30] the average headway between vehicles was 10.843 seconds. During the slowest traffic period, on 01/07/2020 at [23:45-00:00] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 32.00 and 70.00 degrees F.

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 134255 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Eagleridge Blvd W/O Dillon Dr Lane: EB RT Street: Eagleridge Blvd W/O Dillon Dr City: Pueblo County: Pueblo State: CO | Raw Count: 3,085 AADT Count: 3,085 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|------------------------|-------------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

Tue, 01/07/2020

| | | | | |
|---------------|----|--------|------|-----|
| [11:30-11:45] | 69 | 22 MPH | 64 F | --- |
| [11:45-12:00] | 69 | 22 MPH | 66 F | --- |
| [12:00-12:15] | 63 | 22 MPH | 66 F | --- |
| [12:15-12:30] | 70 | 23 MPH | 68 F | --- |
| [12:30-12:45] | 60 | 22 MPH | 68 F | --- |
| [12:45-13:00] | 63 | 22 MPH | 68 F | --- |
| [13:00-13:15] | 80 | 21 MPH | 68 F | --- |
| [13:15-13:30] | 82 | 23 MPH | 70 F | --- |
| [13:30-13:45] | 62 | 23 MPH | 70 F | --- |
| [13:45-14:00] | 70 | 22 MPH | 70 F | --- |
| [14:00-14:15] | 67 | 21 MPH | 70 F | --- |
| [14:15-14:30] | 57 | 22 MPH | 70 F | --- |
| [14:30-14:45] | 66 | 21 MPH | 68 F | --- |
| [14:45-15:00] | 81 | 21 MPH | 66 F | --- |
| [15:00-15:15] | 62 | 23 MPH | 64 F | --- |
| [15:15-15:30] | 82 | 21 MPH | 64 F | --- |
| [15:30-15:45] | 75 | 22 MPH | 63 F | --- |
| [15:45-16:00] | 77 | 20 MPH | 61 F | --- |
| [16:00-16:15] | 62 | 23 MPH | 59 F | --- |
| [16:15-16:30] | 67 | 21 MPH | 55 F | --- |
| [16:30-16:45] | 55 | 24 MPH | 54 F | --- |
| [16:45-17:00] | 64 | 22 MPH | 54 F | --- |
| [17:00-17:15] | 55 | 24 MPH | 52 F | --- |
| [17:15-17:30] | 77 | 22 MPH | 50 F | --- |
| [17:30-17:45] | 57 | 23 MPH | 50 F | --- |
| [17:45-18:00] | 68 | 24 MPH | 48 F | --- |
| [18:00-18:15] | 50 | 23 MPH | 48 F | --- |
| [18:15-18:30] | 43 | 24 MPH | 46 F | --- |
| [18:30-18:45] | 50 | 21 MPH | 46 F | --- |
| [18:45-19:00] | 46 | 23 MPH | 45 F | --- |
| [19:00-19:15] | 38 | 24 MPH | 45 F | --- |
| [19:15-19:30] | 38 | 24 MPH | 45 F | --- |
| [19:30-19:45] | 24 | 21 MPH | 43 F | --- |
| [19:45-20:00] | 26 | 23 MPH | 43 F | --- |
| [20:00-20:15] | 17 | 24 MPH | 41 F | --- |
| [20:15-20:30] | 25 | 23 MPH | 41 F | --- |
| [20:30-20:45] | 18 | 25 MPH | 41 F | --- |

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Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 134255 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Eagleridge Blvd W/O Dillon Dr Lane: EB RT Street: Eagleridge Blvd W/O Dillon Dr City: Pueblo County: Pueblo State: CO | Raw Count: 3,085 AADT Count: 3,085 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

| | | | | |
|----------------|------|--------|------|-----|
| Tue,01/07/2020 | | | | |
| [20:45-21:00] | 16 | 23 MPH | 41 F | --- |
| [21:00-21:15] | 13 | 25 MPH | 41 F | --- |
| [21:15-21:30] | 6 | 23 MPH | 41 F | --- |
| [21:30-21:45] | 12 | 27 MPH | 39 F | --- |
| [21:45-22:00] | 10 | 24 MPH | 39 F | --- |
| [22:00-22:15] | 14 | 28 MPH | 37 F | --- |
| [22:15-22:30] | 2 | 23 MPH | 37 F | --- |
| [22:30-22:45] | 6 | 26 MPH | 37 F | --- |
| [22:45-23:00] | 4 | 28 MPH | 36 F | --- |
| [23:00-23:15] | 3 | 27 MPH | 36 F | --- |
| [23:15-23:30] | 7 | 26 MPH | 36 F | --- |
| [23:30-23:45] | 4 | 25 MPH | 36 F | --- |
| [23:45-00:00] | 0 | 0 MPH | 34 F | --- |
| Tue,01/07/2020 | 2232 | 22 MPH | 52 F | |
| Wed,01/08/2020 | | | | |
| [00:00-00:15] | 4 | 27 MPH | 34 F | --- |
| [00:15-00:30] | 1 | 22 MPH | 34 F | --- |
| [00:30-00:45] | 1 | 22 MPH | 32 F | --- |
| [00:45-01:00] | 0 | 0 MPH | 32 F | --- |
| [01:00-01:15] | 0 | 0 MPH | 32 F | --- |
| [01:15-01:30] | 0 | 0 MPH | 32 F | --- |
| [01:30-01:45] | 0 | 0 MPH | 32 F | --- |
| [01:45-02:00] | 0 | 0 MPH | 34 F | --- |
| [02:00-02:15] | 0 | 0 MPH | 34 F | --- |
| [02:15-02:30] | 1 | 38 MPH | 34 F | --- |
| [02:30-02:45] | 0 | 0 MPH | 34 F | --- |
| [02:45-03:00] | 1 | 28 MPH | 34 F | --- |
| [03:00-03:15] | 0 | 0 MPH | 34 F | --- |
| [03:15-03:30] | 1 | 22 MPH | 36 F | --- |
| [03:30-03:45] | 0 | 0 MPH | 36 F | --- |
| [03:45-04:00] | 4 | 29 MPH | 36 F | --- |
| [04:00-04:15] | 0 | 0 MPH | 36 F | --- |
| [04:15-04:30] | 4 | 42 MPH | 36 F | --- |
| [04:30-04:45] | 9 | 25 MPH | 36 F | --- |
| [04:45-05:00] | 5 | 26 MPH | 36 F | --- |
| [05:00-05:15] | 5 | 26 MPH | 36 F | --- |

Date/Time/Volume/Average Speed/Temperature Report

| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |
|---|---------------|---------------|---------------------|-------------------------|
| Device ID: 134255 Location: Eagleridge Blvd W/O Dillon Dr Raw Count: 3,085 Operator: HH Lane: EB RT AADT Count: 3,085 Begin: 01/07/2020 11:30 AM Street: Eagleridge Blvd W/O Dillon Dr AADT Factor: 1 End: 01/08/2020 11:30 AM City: Pueblo Speed Limit: 30 Hours: 24.00 County: Pueblo Period (min): 15 State: CO | | | | |
| Wed,01/08/2020 | | | | |
| [05:15-05:30] | 7 | 34 MPH | 37 F | --- |
| [05:30-05:45] | 5 | 34 MPH | 37 F | --- |
| [05:45-06:00] | 21 | 26 MPH | 37 F | --- |
| [06:00-06:15] | 16 | 27 MPH | 37 F | --- |
| [06:15-06:30] | 11 | 29 MPH | 37 F | --- |
| [06:30-06:45] | 15 | 25 MPH | 37 F | --- |
| [06:45-07:00] | 33 | 24 MPH | 37 F | --- |
| [07:00-07:15] | 27 | 24 MPH | 37 F | --- |
| [07:15-07:30] | 23 | 24 MPH | 37 F | --- |
| [07:30-07:45] | 23 | 24 MPH | 37 F | --- |
| [07:45-08:00] | 29 | 25 MPH | 37 F | --- |
| [08:00-08:15] | 29 | 25 MPH | 36 F | --- |
| [08:15-08:30] | 32 | 25 MPH | 36 F | --- |
| [08:30-08:45] | 16 | 24 MPH | 34 F | --- |
| [08:45-09:00] | 44 | 22 MPH | 34 F | --- |
| [09:00-09:15] | 31 | 25 MPH | 36 F | --- |
| [09:15-09:30] | 38 | 23 MPH | 37 F | --- |
| [09:30-09:45] | 36 | 23 MPH | 41 F | --- |
| [09:45-10:00] | 51 | 23 MPH | 46 F | --- |
| [10:00-10:15] | 42 | 23 MPH | 50 F | --- |
| [10:15-10:30] | 61 | 22 MPH | 52 F | --- |
| [10:30-10:45] | 52 | 25 MPH | 54 F | --- |
| [10:45-11:00] | 64 | 23 MPH | 54 F | --- |
| [11:00-11:15] | 65 | 23 MPH | 54 F | --- |
| [11:15-11:30] | 46 | 23 MPH | 54 F | --- |
| Wed,01/08/2020 | 853 | 24 MPH | 38 F | |
| 01/07/2020 11:30 AM | | | | |
| 01/08/2020 11:30 AM | 3085 | 23 MPH | 45 F | |

**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Pueblo
Street: Dillon Dr S/O Eagleridge Blvd**

A study of vehicle traffic was conducted with the device having serial number 201812. The study was done in the SB RL lane at Dillon Dr S/O Eagleridge Blvd in Pueblo, CO in Pueblo county. The study began on 01/07/2020 at 11:30 AM and concluded on 01/08/2020 at 11:30 AM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 2,272 vehicles passed through the location with a peak volume of 73 on 01/07/2020 at [13:15-13:30] and a minimum volume of 0 on 01/07/2020 at [22:45-23:00]. The AADT count for this study was 2,272.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 20 - 25 MPH range or lower. The average speed for all classified vehicles was 24 MPH with 4.42% vehicles exceeding the posted speed of 30 MPH. 0.89% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 20MPH and the 85th percentile was 27.86 MPH.

| | | | | | | | | | | | | | | |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|
| < to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 to 39 | 40 to 44 | 45 to 49 | 50 to 54 | 55 to 59 | 60 to 64 | 65 to 69 | 70 to 74 | 75 to > |
| 1 | 20 | 252 | 1313 | 555 | 53 | 9 | 9 | 6 | 2 | 3 | 0 | 2 | 1 | 14 |

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Vans & Pickups. The number of Passenger Vehicles in the study was 864 which represents 39 percent of the total classified vehicles. The number of Vans & Pickups in the study was 1146 which represents 51 percent of the total classified vehicles. The number of Busses & Trucks in the study was 169 which represents 8 percent of the total classified vehicles. The number of Tractor Trailers in the study was 61 which represents 3 percent of the total classified vehicles.

| | | | | | | | | | | | | | | |
|---------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|--|--|--|--|--|--|--|
| < to 17 | 18 to 20 | 21 to 23 | 24 to 27 | 28 to 31 | 32 to 37 | 38 to 43 | 44 to > | | | | | | | |
| 864 | 845 | 301 | 142 | 27 | 16 | 7 | 38 | | | | | | | |

CHART 2

HEADWAY

During the peak traffic period, on 01/07/2020 at [13:15-13:30] the average headway between vehicles was 12.162 seconds. During the slowest traffic period, on 01/07/2020 at [22:45-23:00] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 32.00 and 489.00 degrees F.

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 201812 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Dillon Dr S/O Eagleridge Blvd Lane: SB RL Street: Dillon Dr S/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 2,272 AADT Count: 2,272 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

Tue,01/07/2020

| | | | | |
|---------------|----|--------|------|-----|
| [11:30-11:45] | 50 | 24 MPH | 63 F | --- |
| [11:45-12:00] | 47 | 24 MPH | 63 F | --- |
| [12:00-12:15] | 61 | 24 MPH | 66 F | --- |
| [12:15-12:30] | 38 | 24 MPH | 66 F | --- |
| [12:30-12:45] | 54 | 23 MPH | 68 F | --- |
| [12:45-13:00] | 52 | 23 MPH | 68 F | --- |
| [13:00-13:15] | 50 | 24 MPH | 63 F | --- |
| [13:15-13:30] | 73 | 24 MPH | 57 F | --- |
| [13:30-13:45] | 48 | 23 MPH | 57 F | --- |
| [13:45-14:00] | 61 | 24 MPH | 55 F | --- |
| [14:00-14:15] | 55 | 25 MPH | 55 F | --- |
| [14:15-14:30] | 48 | 24 MPH | 52 F | --- |
| [14:30-14:45] | 57 | 24 MPH | 52 F | --- |
| [14:45-15:00] | 64 | 23 MPH | 52 F | --- |
| [15:00-15:15] | 44 | 24 MPH | 52 F | --- |
| [15:15-15:30] | 54 | 24 MPH | 48 F | --- |
| [15:30-15:45] | 69 | 25 MPH | 48 F | --- |
| [15:45-16:00] | 54 | 24 MPH | 48 F | --- |
| [16:00-16:15] | 47 | 25 MPH | 48 F | --- |
| [16:15-16:30] | 54 | 23 MPH | 48 F | --- |
| [16:30-16:45] | 43 | 25 MPH | 46 F | --- |
| [16:45-17:00] | 56 | 24 MPH | 46 F | --- |
| [17:00-17:15] | 45 | 24 MPH | 46 F | --- |
| [17:15-17:30] | 66 | 23 MPH | 46 F | --- |
| [17:30-17:45] | 49 | 23 MPH | 43 F | --- |
| [17:45-18:00] | 40 | 26 MPH | 43 F | --- |
| [18:00-18:15] | 43 | 24 MPH | 43 F | --- |
| [18:15-18:30] | 42 | 24 MPH | 43 F | --- |
| [18:30-18:45] | 45 | 25 MPH | 43 F | --- |
| [18:45-19:00] | 40 | 24 MPH | 41 F | --- |
| [19:00-19:15] | 26 | 24 MPH | 41 F | --- |
| [19:15-19:30] | 25 | 27 MPH | 41 F | --- |
| [19:30-19:45] | 17 | 22 MPH | 41 F | --- |
| [19:45-20:00] | 21 | 23 MPH | 41 F | --- |
| [20:00-20:15] | 15 | 25 MPH | 37 F | --- |
| [20:15-20:30] | 12 | 23 MPH | 37 F | --- |
| [20:30-20:45] | 9 | 25 MPH | 37 F | --- |

01/09/2020 12:03 PM

Page: 1

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 201812 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Dillon Dr S/O Eagleridge Blvd Lane: SB RL Street: Dillon Dr S/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 2,272 AADT Count: 2,272 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

| | | | | |
|----------------|------|--------|-------|-----|
| Tue,01/07/2020 | | | | |
| [20:45-21:00] | 11 | 25 MPH | 37 F | --- |
| [21:00-21:15] | 14 | 24 MPH | 37 F | --- |
| [21:15-21:30] | 10 | 26 MPH | 37 F | --- |
| [21:30-21:45] | 13 | 28 MPH | 37 F | --- |
| [21:45-22:00] | 7 | 26 MPH | 37 F | --- |
| [22:00-22:15] | 6 | 23 MPH | 34 F | --- |
| [22:15-22:30] | 1 | 18 MPH | 34 F | --- |
| [22:30-22:45] | 5 | 24 MPH | 34 F | --- |
| [22:45-23:00] | 0 | 0 MPH | 34 F | --- |
| [23:00-23:15] | 2 | 25 MPH | 34 F | --- |
| [23:15-23:30] | 4 | 23 MPH | 34 F | --- |
| [23:30-23:45] | 2 | 25 MPH | 32 F | --- |
| [23:45-00:00] | 0 | 0 MPH | 32 F | --- |
| Tue,01/07/2020 | 1749 | 24 MPH | 46 F | |
| Wed,01/08/2020 | | | | |
| [00:00-00:15] | 1 | 18 MPH | 32 F | --- |
| [00:15-00:30] | 0 | 0 MPH | 32 F | --- |
| [00:30-00:45] | 2 | 23 MPH | 32 F | --- |
| [00:45-01:00] | 0 | 0 MPH | 32 F | --- |
| [01:00-01:15] | 0 | 0 MPH | 32 F | --- |
| [01:15-01:30] | 0 | 0 MPH | 489 F | --- |
| [01:30-01:45] | 0 | 0 MPH | 489 F | --- |
| [01:45-02:00] | 2 | 18 MPH | 489 F | --- |
| [02:00-02:15] | 1 | 12 MPH | 489 F | --- |
| [02:15-02:30] | 0 | 0 MPH | 489 F | --- |
| [02:30-02:45] | 1 | 22 MPH | 489 F | --- |
| [02:45-03:00] | 0 | 0 MPH | 489 F | --- |
| [03:00-03:15] | 0 | 0 MPH | 489 F | --- |
| [03:15-03:30] | 1 | 18 MPH | 489 F | --- |
| [03:30-03:45] | 0 | 0 MPH | 489 F | --- |
| [03:45-04:00] | 1 | 22 MPH | 489 F | --- |
| [04:00-04:15] | 1 | 28 MPH | 489 F | --- |
| [04:15-04:30] | 2 | 23 MPH | 487 F | --- |
| [04:30-04:45] | 4 | 25 MPH | 487 F | --- |
| [04:45-05:00] | 5 | 25 MPH | 487 F | --- |
| [05:00-05:15] | 2 | 25 MPH | 487 F | --- |

Date/Time/Volume/Average Speed/Temperature Report

| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |
|---|---------------|---------------|---------------------|-------------------------|
| Device ID: 201812 Location: Dillon Dr S/O Eagleridge Blvd Raw Count: 2,272 Operator: HH Lane: SB RL AADT Count: 2,272 Begin: 01/07/2020 11:30 AM Street: Dillon Dr S/O Eagleridge Blvd AADT Factor: 1 End: 01/08/2020 11:30 AM City: Pueblo Speed Limit: 30 Hours: 24.00 County: Pueblo Period (min): 15 State: CO | | | | |
| Wed,01/08/2020 | | | | |
| [05:15-05:30] | 3 | 23 MPH | 487 F | --- |
| [05:30-05:45] | 1 | 28 MPH | 487 F | --- |
| [05:45-06:00] | 10 | 23 MPH | 487 F | --- |
| [06:00-06:15] | 2 | 18 MPH | 487 F | --- |
| [06:15-06:30] | 3 | 23 MPH | 487 F | --- |
| [06:30-06:45] | 9 | 23 MPH | 487 F | --- |
| [06:45-07:00] | 17 | 27 MPH | 487 F | --- |
| [07:00-07:15] | 8 | 24 MPH | 487 F | --- |
| [07:15-07:30] | 4 | 20 MPH | 487 F | --- |
| [07:30-07:45] | 15 | 29 MPH | 487 F | --- |
| [07:45-08:00] | 11 | 23 MPH | 487 F | --- |
| [08:00-08:15] | 15 | 22 MPH | 487 F | --- |
| [08:15-08:30] | 16 | 24 MPH | 489 F | --- |
| [08:30-08:45] | 13 | 23 MPH | 489 F | --- |
| [08:45-09:00] | 30 | 24 MPH | 32 F | --- |
| [09:00-09:15] | 19 | 29 MPH | 34 F | --- |
| [09:15-09:30] | 22 | 25 MPH | 37 F | --- |
| [09:30-09:45] | 21 | 23 MPH | 41 F | --- |
| [09:45-10:00] | 35 | 23 MPH | 43 F | --- |
| [10:00-10:15] | 28 | 24 MPH | 46 F | --- |
| [10:15-10:30] | 40 | 24 MPH | 48 F | --- |
| [10:30-10:45] | 37 | 24 MPH | 52 F | --- |
| [10:45-11:00] | 53 | 24 MPH | 52 F | --- |
| [11:00-11:15] | 46 | 23 MPH | 52 F | --- |
| [11:15-11:30] | 42 | 23 MPH | 52 F | --- |
| Wed,01/08/2020 | 523 | 24 MPH | 332 F | |
| 01/07/2020 11:30 AM | | | | |
| 01/08/2020 11:30 AM | 2272 | 24 MPH | 183 F | |

**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Pueblo
Street: Dillon Dr S/O Eagleridge Blvd**

A study of vehicle traffic was conducted with the device having serial number 134254. The study was done in the SB LL lane at Dillon Dr S/O Eagleridge Blvd in Pueblo, CO in Pueblo county. The study began on 01/14/2020 at 12:00 PM and concluded on 01/15/2020 at 12:00 PM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 1,941 vehicles passed through the location with a peak volume of 49 on 01/14/2020 at [14:00-14:15] and a minimum volume of 0 on 01/15/2020 at [00:30-00:45]. The AADT count for this study was 1,941.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 20 - 25 MPH range or lower. The average speed for all classified vehicles was 24 MPH with 4.84% vehicles exceeding the posted speed of 30 MPH. 0.43% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 20MPH and the 85th percentile was 27.47 MPH.

| | | | | | | | | | | | | | | |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|
| < to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 to 39 | 40 to 44 | 45 to 49 | 50 to 54 | 55 to 59 | 60 to 64 | 65 to 69 | 70 to 74 | 75 to > |
| 0 | 27 | 255 | 1127 | 380 | 48 | 14 | 7 | 11 | 3 | 2 | 1 | 1 | 2 | 2 |

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 1461 which represents 78 percent of the total classified vehicles. The number of Vans & Pickups in the study was 349 which represents 19 percent of the total classified vehicles. The number of Busses & Trucks in the study was 47 which represents 3 percent of the total classified vehicles. The number of Tractor Trailers in the study was 23 which represents 1 percent of the total classified vehicles.

| | | | | | | | | | | | | | | |
|---------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|--|--|--|--|--|--|--|
| < to 17 | 18 to 20 | 21 to 23 | 24 to 27 | 28 to 31 | 32 to 37 | 38 to 43 | 44 to > | | | | | | | |
| 1461 | 263 | 86 | 29 | 18 | 13 | 4 | 6 | | | | | | | |

CHART 2

HEADWAY

During the peak traffic period, on 01/14/2020 at [14:00-14:15] the average headway between vehicles was 18 seconds. During the slowest traffic period, on 01/15/2020 at [00:30-00:45] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 32.00 and 70.00 degrees F.

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 134254 Operator: HH Begin: 01/14/2020 12:00 PM End: 01/15/2020 12:00 PM Hours: 24.00 Period (min): 15 | Location: Dillon Dr S/O Eagleridge Blvd Lane: SB LL Street: Dillon Dr S/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 1,941 AADT Count: 1,941 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

| | | | | |
|-----------------|----|--------|------|-----|
| Tue, 01/14/2020 | | | | |
| [12:00-12:15] | 34 | 24 MPH | 66 F | --- |
| [12:15-12:30] | 30 | 23 MPH | 68 F | --- |
| [12:30-12:45] | 43 | 25 MPH | 68 F | --- |
| [12:45-13:00] | 36 | 24 MPH | 70 F | --- |
| [13:00-13:15] | 37 | 23 MPH | 70 F | --- |
| [13:15-13:30] | 47 | 22 MPH | 70 F | --- |
| [13:30-13:45] | 38 | 23 MPH | 70 F | --- |
| [13:45-14:00] | 36 | 24 MPH | 70 F | --- |
| [14:00-14:15] | 49 | 23 MPH | 70 F | --- |
| [14:15-14:30] | 45 | 23 MPH | 70 F | --- |
| [14:30-14:45] | 31 | 23 MPH | 68 F | --- |
| [14:45-15:00] | 28 | 24 MPH | 66 F | --- |
| [15:00-15:15] | 40 | 24 MPH | 63 F | --- |
| [15:15-15:30] | 36 | 23 MPH | 57 F | --- |
| [15:30-15:45] | 45 | 25 MPH | 55 F | --- |
| [15:45-16:00] | 40 | 24 MPH | 54 F | --- |
| [16:00-16:15] | 36 | 22 MPH | 52 F | --- |
| [16:15-16:30] | 34 | 25 MPH | 52 F | --- |
| [16:30-16:45] | 41 | 23 MPH | 50 F | --- |
| [16:45-17:00] | 34 | 25 MPH | 50 F | --- |
| [17:00-17:15] | 31 | 23 MPH | 48 F | --- |
| [17:15-17:30] | 36 | 23 MPH | 48 F | --- |
| [17:30-17:45] | 34 | 23 MPH | 46 F | --- |
| [17:45-18:00] | 33 | 24 MPH | 46 F | --- |
| [18:00-18:15] | 36 | 25 MPH | 46 F | --- |
| [18:15-18:30] | 29 | 24 MPH | 45 F | --- |
| [18:30-18:45] | 30 | 22 MPH | 45 F | --- |
| [18:45-19:00] | 32 | 22 MPH | 45 F | --- |
| [19:00-19:15] | 28 | 24 MPH | 43 F | --- |
| [19:15-19:30] | 31 | 24 MPH | 43 F | --- |
| [19:30-19:45] | 23 | 23 MPH | 41 F | --- |
| [19:45-20:00] | 26 | 20 MPH | 41 F | --- |
| [20:00-20:15] | 28 | 24 MPH | 41 F | --- |
| [20:15-20:30] | 17 | 23 MPH | 39 F | --- |
| [20:30-20:45] | 13 | 25 MPH | 39 F | --- |
| [20:45-21:00] | 13 | 24 MPH | 37 F | --- |
| [21:00-21:15] | 13 | 23 MPH | 37 F | --- |

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 134254 Operator: HH Begin: 01/14/2020 12:00 PM End: 01/15/2020 12:00 PM Hours: 24.00 Period (min): 15 | Location: Dillon Dr S/O Eagleridge Blvd Lane: SB LL Street: Dillon Dr S/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 1,941 AADT Count: 1,941 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

| | | | | |
|----------------|------|--------|------|-----|
| Tue,01/14/2020 | | | | |
| [21:15-21:30] | 9 | 25 MPH | 37 F | --- |
| [21:30-21:45] | 12 | 21 MPH | 36 F | --- |
| [21:45-22:00] | 10 | 23 MPH | 36 F | --- |
| [22:00-22:15] | 13 | 22 MPH | 36 F | --- |
| [22:15-22:30] | 12 | 25 MPH | 34 F | --- |
| [22:30-22:45] | 1 | 28 MPH | 34 F | --- |
| [22:45-23:00] | 5 | 23 MPH | 34 F | --- |
| [23:00-23:15] | 1 | 22 MPH | 34 F | --- |
| [23:15-23:30] | 3 | 24 MPH | 32 F | --- |
| [23:30-23:45] | 4 | 21 MPH | 32 F | --- |
| [23:45-00:00] | 5 | 23 MPH | 32 F | --- |
| Tue,01/14/2020 | 1288 | 23 MPH | 49 F | |
| Wed,01/15/2020 | | | | |
| [00:00-00:15] | 2 | 25 MPH | 32 F | --- |
| [00:15-00:30] | 1 | 18 MPH | 34 F | --- |
| [00:30-00:45] | 0 | 0 MPH | 34 F | --- |
| [00:45-01:00] | 0 | 0 MPH | 34 F | --- |
| [01:00-01:15] | 0 | 0 MPH | 34 F | --- |
| [01:15-01:30] | 1 | 18 MPH | 36 F | --- |
| [01:30-01:45] | 5 | 17 MPH | 36 F | --- |
| [01:45-02:00] | 1 | 28 MPH | 36 F | --- |
| [02:00-02:15] | 0 | 0 MPH | 36 F | --- |
| [02:15-02:30] | 1 | 18 MPH | 36 F | --- |
| [02:30-02:45] | 1 | 18 MPH | 36 F | --- |
| [02:45-03:00] | 1 | 28 MPH | 36 F | --- |
| [03:00-03:15] | 0 | 0 MPH | 36 F | --- |
| [03:15-03:30] | 2 | 20 MPH | 36 F | --- |
| [03:30-03:45] | 2 | 17 MPH | 36 F | --- |
| [03:45-04:00] | 5 | 22 MPH | 36 F | --- |
| [04:00-04:15] | 4 | 22 MPH | 36 F | --- |
| [04:15-04:30] | 3 | 24 MPH | 36 F | --- |
| [04:30-04:45] | 5 | 23 MPH | 36 F | --- |
| [04:45-05:00] | 5 | 25 MPH | 36 F | --- |
| [05:00-05:15] | 5 | 25 MPH | 36 F | --- |
| [05:15-05:30] | 10 | 21 MPH | 36 F | --- |
| [05:30-05:45] | 10 | 22 MPH | 36 F | --- |
| [05:45-06:00] | 7 | 23 MPH | 36 F | --- |

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 134254 Operator: HH Begin: 01/14/2020 12:00 PM End: 01/15/2020 12:00 PM Hours: 24.00 Period (min): 15 | Location: Dillon Dr S/O Eagleridge Blvd Lane: SB LL Street: Dillon Dr S/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 1,941 AADT Count: 1,941 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

Wed,01/15/2020

| | | | | |
|---------------|----|--------|------|-----|
| [06:00-06:15] | 11 | 24 MPH | 37 F | --- |
| [06:15-06:30] | 11 | 23 MPH | 37 F | --- |
| [06:30-06:45] | 14 | 24 MPH | 37 F | --- |
| [06:45-07:00] | 19 | 26 MPH | 37 F | --- |
| [07:00-07:15] | 32 | 25 MPH | 37 F | --- |
| [07:15-07:30] | 10 | 23 MPH | 37 F | --- |
| [07:30-07:45] | 20 | 24 MPH | 37 F | --- |
| [07:45-08:00] | 18 | 25 MPH | 36 F | --- |
| [08:00-08:15] | 17 | 24 MPH | 34 F | --- |
| [08:15-08:30] | 17 | 23 MPH | 32 F | --- |
| [08:30-08:45] | 25 | 23 MPH | 34 F | --- |
| [08:45-09:00] | 23 | 23 MPH | 37 F | --- |
| [09:00-09:15] | 21 | 24 MPH | 39 F | --- |
| [09:15-09:30] | 23 | 24 MPH | 41 F | --- |
| [09:30-09:45] | 19 | 24 MPH | 45 F | --- |
| [09:45-10:00] | 28 | 23 MPH | 46 F | --- |
| [10:00-10:15] | 21 | 24 MPH | 50 F | --- |
| [10:15-10:30] | 28 | 24 MPH | 52 F | --- |
| [10:30-10:45] | 34 | 23 MPH | 54 F | --- |
| [10:45-11:00] | 47 | 25 MPH | 55 F | --- |
| [11:00-11:15] | 48 | 24 MPH | 57 F | --- |
| [11:15-11:30] | 23 | 22 MPH | 59 F | --- |
| [11:30-11:45] | 34 | 23 MPH | 61 F | --- |
| [11:45-12:00] | 39 | 23 MPH | 61 F | --- |

Wed,01/15/2020

653 24 MPH 40 F

| | | | | |
|---------------------|------|--------|------|--|
| 01/14/2020 12:00 PM | | | | |
| 01/15/2020 12:00 PM | 1941 | 24 MPH | 44 F | |

**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Pueblo
Street: Dillon Dr S/O Eagleridge Blvd**

A study of vehicle traffic was conducted with the device having serial number 100516. The study was done in the **NB LT lane at Dillon Dr S/O Eagleridge Blvd** in Pueblo, CO in Pueblo county. The study began on 01/07/2020 at 11:30 AM and concluded on 01/08/2020 at 11:30 AM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 4,772 vehicles passed through the location with a peak volume of 127 on 01/07/2020 at [17:15-17:30] and a minimum volume of 0 on 01/08/2020 at [02:15-02:30]. The AADT count for this study was **4,772**.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 15 - 20 MPH range or lower. The average speed for all classified vehicles was 19 MPH with 3.10% vehicles exceeding the posted speed of 30 MPH. 0.53% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 15MPH and the 85th percentile was **24.58 MPH**.

| | | | | | | | | | | | | | | |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|
| < to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 to 39 | 40 to 44 | 45 to 49 | 50 to 54 | 55 to 59 | 60 to 64 | 65 to 69 | 70 to 74 | 75 to > |
| 199 | 704 | 1340 | 1261 | 370 | 49 | 25 | 17 | 9 | 3 | 3 | 2 | 3 | 2 | 11 |

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 2060 which represents 52 percent of the total classified vehicles. The number of Vans & Pickups in the study was 1622 which represents 41 percent of the total classified vehicles. The number of Busses & Trucks in the study was 215 which represents 5 percent of the total classified vehicles. The number of Tractor Trailers in the study was 101 which represents 3 percent of the total classified vehicles.

| | | | | | | | | | | | | | | |
|---------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|--|--|--|--|--|--|--|
| < to 17 | 18 to 20 | 21 to 23 | 24 to 27 | 28 to 31 | 32 to 37 | 38 to 43 | 44 to > | | | | | | | |
| 2060 | 1239 | 383 | 163 | 52 | 35 | 22 | 44 | | | | | | | |

CHART 2

HEADWAY

During the peak traffic period, on 01/07/2020 at [17:15-17:30] the average headway between vehicles was 7.031 seconds. During the slowest traffic period, on 01/08/2020 at [02:15-02:30] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 32.00 and 66.00 degrees F.

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 100516 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Dillon Dr S/O Eagleridge Blvd Lane: NB LT Street: Dillon Dr S/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 4,772 AADT Count: 4,772 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

Tue,01/07/2020

| | | | | |
|---------------|-----|--------|------|-----|
| [11:30-11:45] | 91 | 19 MPH | 63 F | --- |
| [11:45-12:00] | 93 | 17 MPH | 63 F | --- |
| [12:00-12:15] | 90 | 19 MPH | 64 F | --- |
| [12:15-12:30] | 82 | 19 MPH | 64 F | --- |
| [12:30-12:45] | 114 | 16 MPH | 64 F | --- |
| [12:45-13:00] | 102 | 18 MPH | 64 F | --- |
| [13:00-13:15] | 100 | 18 MPH | 64 F | --- |
| [13:15-13:30] | 108 | 18 MPH | 66 F | --- |
| [13:30-13:45] | 89 | 19 MPH | 66 F | --- |
| [13:45-14:00] | 113 | 18 MPH | 66 F | --- |
| [14:00-14:15] | 107 | 19 MPH | 66 F | --- |
| [14:15-14:30] | 106 | 17 MPH | 66 F | --- |
| [14:30-14:45] | 107 | 19 MPH | 66 F | --- |
| [14:45-15:00] | 107 | 18 MPH | 64 F | --- |
| [15:00-15:15] | 96 | 19 MPH | 61 F | --- |
| [15:15-15:30] | 97 | 20 MPH | 57 F | --- |
| [15:30-15:45] | 115 | 18 MPH | 57 F | --- |
| [15:45-16:00] | 99 | 17 MPH | 55 F | --- |
| [16:00-16:15] | 110 | 17 MPH | 54 F | --- |
| [16:15-16:30] | 114 | 17 MPH | 54 F | --- |
| [16:30-16:45] | 123 | 15 MPH | 54 F | --- |
| [16:45-17:00] | 100 | 16 MPH | 54 F | --- |
| [17:00-17:15] | 120 | 14 MPH | 54 F | --- |
| [17:15-17:30] | 127 | 15 MPH | 52 F | --- |
| [17:30-17:45] | 96 | 17 MPH | 50 F | --- |
| [17:45-18:00] | 82 | 20 MPH | 48 F | --- |
| [18:00-18:15] | 93 | 20 MPH | 48 F | --- |
| [18:15-18:30] | 100 | 17 MPH | 46 F | --- |
| [18:30-18:45] | 73 | 20 MPH | 46 F | --- |
| [18:45-19:00] | 54 | 19 MPH | 45 F | --- |
| [19:00-19:15] | 61 | 22 MPH | 45 F | --- |
| [19:15-19:30] | 57 | 21 MPH | 43 F | --- |
| [19:30-19:45] | 40 | 21 MPH | 43 F | --- |
| [19:45-20:00] | 52 | 21 MPH | 43 F | --- |
| [20:00-20:15] | 35 | 20 MPH | 41 F | --- |
| [20:15-20:30] | 39 | 21 MPH | 41 F | --- |
| [20:30-20:45] | 30 | 22 MPH | 41 F | --- |

01/09/2020 12:01 PM

Page: 1

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 100516 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Dillon Dr S/O Eagleridge Blvd Lane: NB LT Street: Dillon Dr S/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 4,772 AADT Count: 4,772 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

| | | | | |
|----------------|------|--------|------|-----|
| Tue,01/07/2020 | | | | |
| [20:45-21:00] | 21 | 22 MPH | 39 F | --- |
| [21:00-21:15] | 34 | 20 MPH | 39 F | --- |
| [21:15-21:30] | 29 | 22 MPH | 39 F | --- |
| [21:30-21:45] | 17 | 22 MPH | 37 F | --- |
| [21:45-22:00] | 15 | 20 MPH | 37 F | --- |
| [22:00-22:15] | 27 | 23 MPH | 37 F | --- |
| [22:15-22:30] | 10 | 23 MPH | 37 F | --- |
| [22:30-22:45] | 11 | 20 MPH | 36 F | --- |
| [22:45-23:00] | 5 | 24 MPH | 36 F | --- |
| [23:00-23:15] | 6 | 26 MPH | 34 F | --- |
| [23:15-23:30] | 7 | 21 MPH | 34 F | --- |
| [23:30-23:45] | 9 | 25 MPH | 34 F | --- |
| [23:45-00:00] | 14 | 27 MPH | 34 F | --- |
| Tue,01/07/2020 | 3527 | 19 MPH | 50 F | |
| Wed,01/08/2020 | | | | |
| [00:00-00:15] | 6 | 21 MPH | 32 F | --- |
| [00:15-00:30] | 9 | 24 MPH | 32 F | --- |
| [00:30-00:45] | 9 | 19 MPH | 32 F | --- |
| [00:45-01:00] | 3 | 21 MPH | 32 F | --- |
| [01:00-01:15] | 3 | 24 MPH | 34 F | --- |
| [01:15-01:30] | 2 | 28 MPH | 34 F | --- |
| [01:30-01:45] | 1 | 18 MPH | 34 F | --- |
| [01:45-02:00] | 3 | 31 MPH | 34 F | --- |
| [02:00-02:15] | 2 | 18 MPH | 34 F | --- |
| [02:15-02:30] | 0 | 0 MPH | 34 F | --- |
| [02:30-02:45] | 2 | 33 MPH | 36 F | --- |
| [02:45-03:00] | 0 | 0 MPH | 36 F | --- |
| [03:00-03:15] | 0 | 0 MPH | 36 F | --- |
| [03:15-03:30] | 0 | 0 MPH | 36 F | --- |
| [03:30-03:45] | 2 | 33 MPH | 36 F | --- |
| [03:45-04:00] | 4 | 19 MPH | 36 F | --- |
| [04:00-04:15] | 1 | 28 MPH | 36 F | --- |
| [04:15-04:30] | 9 | 24 MPH | 36 F | --- |
| [04:30-04:45] | 4 | 20 MPH | 37 F | --- |
| [04:45-05:00] | 11 | 25 MPH | 37 F | --- |
| [05:00-05:15] | 13 | 22 MPH | 37 F | --- |

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 100516 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Dillon Dr S/O Eagleridge Blvd Lane: NB LT Street: Dillon Dr S/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 4,772 AADT Count: 4,772 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |
| Wed,01/08/2020 | | | | |
| [05:15-05:30] | 8 | 25 MPH | 37 F | --- |
| [05:30-05:45] | 14 | 27 MPH | 37 F | --- |
| [05:45-06:00] | 20 | 21 MPH | 37 F | --- |
| [06:00-06:15] | 28 | 22 MPH | 37 F | --- |
| [06:15-06:30] | 27 | 23 MPH | 37 F | --- |
| [06:30-06:45] | 32 | 22 MPH | 37 F | --- |
| [06:45-07:00] | 33 | 23 MPH | 39 F | --- |
| [07:00-07:15] | 34 | 22 MPH | 39 F | --- |
| [07:15-07:30] | 47 | 20 MPH | 39 F | --- |
| [07:30-07:45] | 50 | 22 MPH | 37 F | --- |
| [07:45-08:00] | 44 | 23 MPH | 37 F | --- |
| [08:00-08:15] | 43 | 24 MPH | 37 F | --- |
| [08:15-08:30] | 56 | 21 MPH | 36 F | --- |
| [08:30-08:45] | 40 | 21 MPH | 34 F | --- |
| [08:45-09:00] | 48 | 20 MPH | 32 F | --- |
| [09:00-09:15] | 43 | 22 MPH | 36 F | --- |
| [09:15-09:30] | 52 | 20 MPH | 37 F | --- |
| [09:30-09:45] | 58 | 20 MPH | 41 F | --- |
| [09:45-10:00] | 61 | 21 MPH | 45 F | --- |
| [10:00-10:15] | 70 | 20 MPH | 48 F | --- |
| [10:15-10:30] | 68 | 21 MPH | 50 F | --- |
| [10:30-10:45] | 47 | 20 MPH | 52 F | --- |
| [10:45-11:00] | 75 | 21 MPH | 52 F | --- |
| [11:00-11:15] | 88 | 18 MPH | 52 F | --- |
| [11:15-11:30] | 75 | 18 MPH | 52 F | --- |
| Wed,01/08/2020 | 1245 | 21 MPH | 38 F | |
| 01/07/2020 11:30 AM | | | | |
| 01/08/2020 11:30 AM | 4772 | 19 MPH | 44 F | |

**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Pueblo
Street: Dillon Dr S/O Eagleridge Blvd**

A study of vehicle traffic was conducted with the device having serial number 90499. The study was done in the NB LL lane at Dillon Dr S/O Eagleridge Blvd in Pueblo, CO in Pueblo county. The study began on 01/07/2020 at 11:30 AM and concluded on 01/08/2020 at 11:30 AM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 269 vehicles passed through the location with a peak volume of 15 on 01/07/2020 at [18:30-18:45] and a minimum volume of 0 on 01/07/2020 at [21:15-21:30]. The AADT count for this study was 269.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 20 - 25 MPH range or lower. The average speed for all classified vehicles was 22 MPH with 6.45% vehicles exceeding the posted speed of 30 MPH. 1.61% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 20MPH and the 85th percentile was 26.86 MPH.

| | | | | | | | | | | | | | | |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|
| < to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 to 39 | 40 to 44 | 45 to 49 | 50 to 54 | 55 to 59 | 60 to 64 | 65 to 69 | 70 to 74 | 75 to > |
| 3 | 20 | 76 | 98 | 35 | 7 | 4 | 1 | 0 | 0 | 1 | 0 | 1 | 1 | 1 |

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 175 which represents 71 percent of the total classified vehicles. The number of Vans & Pickups in the study was 58 which represents 23 percent of the total classified vehicles. The number of Busses & Trucks in the study was 8 which represents 3 percent of the total classified vehicles. The number of Tractor Trailers in the study was 7 which represents 3 percent of the total classified vehicles.

| | | | | | | | | | | | | | | |
|---------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|--|--|--|--|--|--|--|
| < to 17 | 18 to 20 | 21 to 23 | 24 to 27 | 28 to 31 | 32 to 37 | 38 to 43 | 44 to > | | | | | | | |
| 175 | 42 | 16 | 5 | 3 | 2 | 0 | 5 | | | | | | | |

CHART 2

HEADWAY

During the peak traffic period, on 01/07/2020 at [18:30-18:45] the average headway between vehicles was 56.25 seconds. During the slowest traffic period, on 01/07/2020 at [21:15-21:30] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 32.00 and 70.00 degrees F.

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 90499 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Dillon Dr S/O Eagleridge Blvd Lane: NB LL Street: Dillon Dr S/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 269 AADT Count: 269 AADT Factor: 1 Speed Limit: 30 | | |
|--|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

Tue,01/07/2020

| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |
|---------------------|---------------|---------------|---------------------|-------------------------|
| [11:30-11:45] | 4 | 21 MPH | 66 F | --- |
| [11:45-12:00] | 7 | 19 MPH | 68 F | --- |
| [12:00-12:15] | 8 | 24 MPH | 68 F | --- |
| [12:15-12:30] | 3 | 17 MPH | 70 F | --- |
| [12:30-12:45] | 1 | 18 MPH | 70 F | --- |
| [12:45-13:00] | 5 | 29 MPH | 70 F | --- |
| [13:00-13:15] | 4 | 33 MPH | 70 F | --- |
| [13:15-13:30] | 5 | 20 MPH | 70 F | --- |
| [13:30-13:45] | 1 | 18 MPH | 70 F | --- |
| [13:45-14:00] | 3 | 23 MPH | 70 F | --- |
| [14:00-14:15] | 4 | 19 MPH | 70 F | --- |
| [14:15-14:30] | 3 | 23 MPH | 68 F | --- |
| [14:30-14:45] | 1 | 22 MPH | 66 F | --- |
| [14:45-15:00] | 2 | 25 MPH | 64 F | --- |
| [15:00-15:15] | 4 | 19 MPH | 64 F | --- |
| [15:15-15:30] | 3 | 21 MPH | 61 F | --- |
| [15:30-15:45] | 5 | 20 MPH | 57 F | --- |
| [15:45-16:00] | 2 | 20 MPH | 55 F | --- |
| [16:00-16:15] | 8 | 23 MPH | 52 F | --- |
| [16:15-16:30] | 5 | 25 MPH | 50 F | --- |
| [16:30-16:45] | 10 | 20 MPH | 50 F | --- |
| [16:45-17:00] | 9 | 20 MPH | 48 F | --- |
| [17:00-17:15] | 10 | 18 MPH | 46 F | --- |
| [17:15-17:30] | 6 | 23 MPH | 45 F | --- |
| [17:30-17:45] | 4 | 24 MPH | 45 F | --- |
| [17:45-18:00] | 6 | 19 MPH | 43 F | --- |
| [18:00-18:15] | 7 | 19 MPH | 43 F | --- |
| [18:15-18:30] | 11 | 23 MPH | 43 F | --- |
| [18:30-18:45] | 15 | 22 MPH | 41 F | --- |
| [18:45-19:00] | 9 | 25 MPH | 39 F | --- |
| [19:00-19:15] | 5 | 25 MPH | 39 F | --- |
| [19:15-19:30] | 1 | 18 MPH | 39 F | --- |
| [19:30-19:45] | 6 | 22 MPH | 39 F | --- |
| [19:45-20:00] | 2 | 25 MPH | 39 F | --- |
| [20:00-20:15] | 1 | 18 MPH | 39 F | --- |
| [20:15-20:30] | 3 | 21 MPH | 37 F | --- |
| [20:30-20:45] | 2 | 23 MPH | 37 F | --- |

01/09/2020 11:59 AM

Page: 1

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 90499 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Dillon Dr S/O Eagleridge Blvd Lane: NB LL Street: Dillon Dr S/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 269 AADT Count: 269 AADT Factor: 1 Speed Limit: 30 | | |
|--|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

| | | | | |
|----------------|-----|--------|------|-----|
| Tue,01/07/2020 | | | | |
| [20:45-21:00] | 1 | 4 MPH | 37 F | --- |
| [21:00-21:15] | 1 | 28 MPH | 37 F | --- |
| [21:15-21:30] | 0 | 0 MPH | 37 F | --- |
| [21:30-21:45] | 3 | 23 MPH | 36 F | --- |
| [21:45-22:00] | 0 | 0 MPH | 36 F | --- |
| [22:00-22:15] | 0 | 0 MPH | 36 F | --- |
| [22:15-22:30] | 1 | 18 MPH | 36 F | --- |
| [22:30-22:45] | 1 | 22 MPH | 34 F | --- |
| [22:45-23:00] | 1 | 0 MPH | 34 F | --- |
| [23:00-23:15] | 2 | 20 MPH | 34 F | --- |
| [23:15-23:30] | 1 | 18 MPH | 32 F | --- |
| [23:30-23:45] | 0 | 0 MPH | 32 F | --- |
| [23:45-00:00] | 0 | 0 MPH | 32 F | --- |
| Tue,01/07/2020 | 196 | 22 MPH | 49 F | |
| Wed,01/08/2020 | | | | |
| [00:00-00:15] | 0 | 0 MPH | 34 F | --- |
| [00:15-00:30] | 0 | 0 MPH | 34 F | --- |
| [00:30-00:45] | 0 | 0 MPH | 34 F | --- |
| [00:45-01:00] | 1 | 22 MPH | 34 F | --- |
| [01:00-01:15] | 0 | 0 MPH | 34 F | --- |
| [01:15-01:30] | 2 | 22 MPH | 36 F | --- |
| [01:30-01:45] | 0 | 0 MPH | 36 F | --- |
| [01:45-02:00] | 0 | 0 MPH | 36 F | --- |
| [02:00-02:15] | 1 | 18 MPH | 36 F | --- |
| [02:15-02:30] | 0 | 0 MPH | 36 F | --- |
| [02:30-02:45] | 0 | 0 MPH | 36 F | --- |
| [02:45-03:00] | 0 | 0 MPH | 36 F | --- |
| [03:00-03:15] | 0 | 0 MPH | 36 F | --- |
| [03:15-03:30] | 0 | 0 MPH | 37 F | --- |
| [03:30-03:45] | 0 | 0 MPH | 37 F | --- |
| [03:45-04:00] | 0 | 0 MPH | 37 F | --- |
| [04:00-04:15] | 0 | 0 MPH | 37 F | --- |
| [04:15-04:30] | 0 | 0 MPH | 37 F | --- |
| [04:30-04:45] | 1 | 18 MPH | 37 F | --- |
| [04:45-05:00] | 0 | 0 MPH | 39 F | --- |
| [05:00-05:15] | 0 | 0 MPH | 39 F | --- |

Date/Time/Volume/Average Speed/Temperature Report

| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |
|--|---------------|---------------|---------------------|-------------------------|
| Device ID: 90499 Location: Dillon Dr S/O Eagleridge Blvd Raw Count: 269 Operator: HH Lane: NB LL AADT Count: 269 Begin: 01/07/2020 11:30 AM Street: Dillon Dr S/O Eagleridge Blvd AADT Factor: 1 End: 01/08/2020 11:30 AM City: Pueblo Speed Limit: 30 Hours: 24.00 County: Pueblo Period (min): 15 State: CO | | | | |
| Wed,01/08/2020 | | | | |
| [05:15-05:30] | 0 | 0 MPH | 39 F | --- |
| [05:30-05:45] | 0 | 0 MPH | 39 F | --- |
| [05:45-06:00] | 0 | 0 MPH | 39 F | --- |
| [06:00-06:15] | 2 | 25 MPH | 39 F | --- |
| [06:15-06:30] | 0 | 0 MPH | 39 F | --- |
| [06:30-06:45] | 2 | 17 MPH | 39 F | --- |
| [06:45-07:00] | 4 | 42 MPH | 39 F | --- |
| [07:00-07:15] | 3 | 20 MPH | 39 F | --- |
| [07:15-07:30] | 6 | 25 MPH | 41 F | --- |
| [07:30-07:45] | 3 | 23 MPH | 39 F | --- |
| [07:45-08:00] | 7 | 23 MPH | 39 F | --- |
| [08:00-08:15] | 2 | 18 MPH | 37 F | --- |
| [08:15-08:30] | 1 | 22 MPH | 37 F | --- |
| [08:30-08:45] | 1 | 18 MPH | 36 F | --- |
| [08:45-09:00] | 4 | 19 MPH | 32 F | --- |
| [09:00-09:15] | 1 | 12 MPH | 36 F | --- |
| [09:15-09:30] | 3 | 25 MPH | 37 F | --- |
| [09:30-09:45] | 5 | 20 MPH | 41 F | --- |
| [09:45-10:00] | 0 | 0 MPH | 46 F | --- |
| [10:00-10:15] | 5 | 16 MPH | 50 F | --- |
| [10:15-10:30] | 4 | 32 MPH | 52 F | --- |
| [10:30-10:45] | 3 | 37 MPH | 54 F | --- |
| [10:45-11:00] | 4 | 22 MPH | 54 F | --- |
| [11:00-11:15] | 5 | 20 MPH | 54 F | --- |
| [11:15-11:30] | 3 | 24 MPH | 54 F | --- |
| Wed,01/08/2020 | 73 | 23 MPH | 39 F | |
| 01/07/2020 11:30 AM | | | | |
| 01/08/2020 11:30 AM | 269 | 22 MPH | 45 F | |

**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Pueblo
Street: Dillon Dr S/O Eagleridge Blvd**

A study of vehicle traffic was conducted with the device having serial number 90498. The study was done in the NB RL lane at Dillon Dr S/O Eagleridge Blvd in Pueblo, CO in Pueblo county. The study began on 01/07/2020 at 11:30 AM and concluded on 01/08/2020 at 11:30 AM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 215 vehicles passed through the location with a peak volume of 11 on 01/07/2020 at [16:00-16:15] and a minimum volume of 0 on 01/07/2020 at [20:30-20:45]. The AADT count for this study was 215.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 20 - 25 MPH range or lower. The average speed for all classified vehicles was 25 MPH with 9.18% vehicles exceeding the posted speed of 30 MPH. 0.97% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 20MPH and the 85th percentile was 29.08 MPH.

| | | | | | | | | | | | | | | |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|
| < to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 to 39 | 40 to 44 | 45 to 49 | 50 to 54 | 55 to 59 | 60 to 64 | 65 to 69 | 70 to 74 | 75 to > |
| 0 | 3 | 19 | 95 | 71 | 13 | 3 | 0 | 0 | 1 | 0 | 2 | 0 | 0 | 0 |

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Vans & Pickups. The number of Passenger Vehicles in the study was 79 which represents 38 percent of the total classified vehicles. The number of Vans & Pickups in the study was 109 which represents 53 percent of the total classified vehicles. The number of Busses & Trucks in the study was 15 which represents 7 percent of the total classified vehicles. The number of Tractor Trailers in the study was 4 which represents 2 percent of the total classified vehicles.

| | | | | | | | | | | | | | | |
|---------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|--|--|--|--|--|--|--|
| < to 17 | 18 to 20 | 21 to 23 | 24 to 27 | 28 to 31 | 32 to 37 | 38 to 43 | 44 to > | | | | | | | |
| 79 | 81 | 28 | 11 | 4 | 1 | 1 | 2 | | | | | | | |

CHART 2

HEADWAY

During the peak traffic period, on 01/07/2020 at [16:00-16:15] the average headway between vehicles was 75 seconds. During the slowest traffic period, on 01/07/2020 at [20:30-20:45] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 32.00 and 68.00 degrees F.

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 90498 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Dillon Dr S/O Eagleridge Blvd Lane: NB RL Street: Dillon Dr S/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 215 AADT Count: 215 AADT Factor: 1 Speed Limit: 30 | | |
|--|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

Tue, 01/07/2020

| | | | | |
|---------------|----|--------|------|-----|
| [11:30-11:45] | 7 | 27 MPH | 64 F | --- |
| [11:45-12:00] | 2 | 23 MPH | 64 F | --- |
| [12:00-12:15] | 3 | 24 MPH | 66 F | --- |
| [12:15-12:30] | 3 | 26 MPH | 66 F | --- |
| [12:30-12:45] | 1 | 28 MPH | 68 F | --- |
| [12:45-13:00] | 7 | 24 MPH | 68 F | --- |
| [13:00-13:15] | 2 | 20 MPH | 68 F | --- |
| [13:15-13:30] | 2 | 25 MPH | 68 F | --- |
| [13:30-13:45] | 8 | 28 MPH | 68 F | --- |
| [13:45-14:00] | 2 | 30 MPH | 68 F | --- |
| [14:00-14:15] | 3 | 27 MPH | 68 F | --- |
| [14:15-14:30] | 3 | 29 MPH | 66 F | --- |
| [14:30-14:45] | 3 | 37 MPH | 66 F | --- |
| [14:45-15:00] | 3 | 23 MPH | 64 F | --- |
| [15:00-15:15] | 2 | 23 MPH | 63 F | --- |
| [15:15-15:30] | 9 | 27 MPH | 63 F | --- |
| [15:30-15:45] | 4 | 34 MPH | 59 F | --- |
| [15:45-16:00] | 5 | 22 MPH | 55 F | --- |
| [16:00-16:15] | 11 | 26 MPH | 54 F | --- |
| [16:15-16:30] | 5 | 25 MPH | 52 F | --- |
| [16:30-16:45] | 7 | 21 MPH | 50 F | --- |
| [16:45-17:00] | 7 | 24 MPH | 48 F | --- |
| [17:00-17:15] | 11 | 28 MPH | 46 F | --- |
| [17:15-17:30] | 9 | 25 MPH | 45 F | --- |
| [17:30-17:45] | 5 | 19 MPH | 45 F | --- |
| [17:45-18:00] | 9 | 24 MPH | 43 F | --- |
| [18:00-18:15] | 4 | 24 MPH | 43 F | --- |
| [18:15-18:30] | 9 | 25 MPH | 43 F | --- |
| [18:30-18:45] | 1 | 18 MPH | 41 F | --- |
| [18:45-19:00] | 7 | 22 MPH | 39 F | --- |
| [19:00-19:15] | 4 | 25 MPH | 39 F | --- |
| [19:15-19:30] | 2 | 28 MPH | 39 F | --- |
| [19:30-19:45] | 2 | 28 MPH | 39 F | --- |
| [19:45-20:00] | 1 | 22 MPH | 39 F | --- |
| [20:00-20:15] | 3 | 24 MPH | 37 F | --- |
| [20:15-20:30] | 3 | 23 MPH | 37 F | --- |
| [20:30-20:45] | 0 | 0 MPH | 37 F | --- |

01/09/2020 12:00 PM

Page: 1

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 90498 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Dillon Dr S/O Eagleridge Blvd Lane: NB RL Street: Dillon Dr S/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 215 AADT Count: 215 AADT Factor: 1 Speed Limit: 30 | | |
|--|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

| | | | | |
|----------------|-----|--------|------|-----|
| Tue,01/07/2020 | | | | |
| [20:45-21:00] | 3 | 24 MPH | 37 F | --- |
| [21:00-21:15] | 1 | 28 MPH | 37 F | --- |
| [21:15-21:30] | 2 | 23 MPH | 37 F | --- |
| [21:30-21:45] | 1 | 22 MPH | 36 F | --- |
| [21:45-22:00] | 0 | 0 MPH | 36 F | --- |
| [22:00-22:15] | 1 | 18 MPH | 36 F | --- |
| [22:15-22:30] | 0 | 0 MPH | 34 F | --- |
| [22:30-22:45] | 0 | 0 MPH | 34 F | --- |
| [22:45-23:00] | 0 | 0 MPH | 34 F | --- |
| [23:00-23:15] | 0 | 0 MPH | 32 F | --- |
| [23:15-23:30] | 0 | 0 MPH | 32 F | --- |
| [23:30-23:45] | 0 | 0 MPH | 32 F | --- |
| [23:45-00:00] | 0 | 0 MPH | 32 F | --- |
| Tue,01/07/2020 | 177 | 25 MPH | 49 F | |
| Wed,01/08/2020 | | | | |
| [00:00-00:15] | 0 | 0 MPH | 34 F | --- |
| [00:15-00:30] | 0 | 0 MPH | 34 F | --- |
| [00:30-00:45] | 0 | 0 MPH | 34 F | --- |
| [00:45-01:00] | 0 | 0 MPH | 34 F | --- |
| [01:00-01:15] | 0 | 0 MPH | 34 F | --- |
| [01:15-01:30] | 0 | 0 MPH | 36 F | --- |
| [01:30-01:45] | 0 | 0 MPH | 36 F | --- |
| [01:45-02:00] | 0 | 0 MPH | 36 F | --- |
| [02:00-02:15] | 0 | 0 MPH | 36 F | --- |
| [02:15-02:30] | 0 | 0 MPH | 36 F | --- |
| [02:30-02:45] | 0 | 0 MPH | 36 F | --- |
| [02:45-03:00] | 0 | 0 MPH | 36 F | --- |
| [03:00-03:15] | 0 | 0 MPH | 37 F | --- |
| [03:15-03:30] | 0 | 0 MPH | 37 F | --- |
| [03:30-03:45] | 0 | 0 MPH | 37 F | --- |
| [03:45-04:00] | 0 | 0 MPH | 37 F | --- |
| [04:00-04:15] | 0 | 0 MPH | 37 F | --- |
| [04:15-04:30] | 0 | 0 MPH | 37 F | --- |
| [04:30-04:45] | 0 | 0 MPH | 37 F | --- |
| [04:45-05:00] | 0 | 0 MPH | 39 F | --- |
| [05:00-05:15] | 0 | 0 MPH | 39 F | --- |

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 90498 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | | Location: Dillon Dr S/O Eagleridge Blvd Lane: NB RL Street: Dillon Dr S/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | | Raw Count: 215 ADT Count: 215 ADT Factor: 1 Speed Limit: 30 | |
|--|---------------|--|---------------------|--|--|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry | |
| Wed,01/08/2020 | | | | | |
| [05:15-05:30] | 0 | 0 MPH | 39 F | --- | |
| [05:30-05:45] | 0 | 0 MPH | 39 F | --- | |
| [05:45-06:00] | 0 | 0 MPH | 39 F | --- | |
| [06:00-06:15] | 0 | 0 MPH | 39 F | --- | |
| [06:15-06:30] | 0 | 0 MPH | 39 F | --- | |
| [06:30-06:45] | 0 | 0 MPH | 39 F | --- | |
| [06:45-07:00] | 0 | 0 MPH | 39 F | --- | |
| [07:00-07:15] | 0 | 0 MPH | 39 F | --- | |
| [07:15-07:30] | 2 | 28 MPH | 41 F | --- | |
| [07:30-07:45] | 3 | 24 MPH | 39 F | --- | |
| [07:45-08:00] | 5 | 26 MPH | 39 F | --- | |
| [08:00-08:15] | 2 | 25 MPH | 39 F | --- | |
| [08:15-08:30] | 2 | 23 MPH | 37 F | --- | |
| [08:30-08:45] | 4 | 25 MPH | 36 F | --- | |
| [08:45-09:00] | 1 | 22 MPH | 34 F | --- | |
| [09:00-09:15] | 2 | 20 MPH | 34 F | --- | |
| [09:15-09:30] | 1 | 22 MPH | 36 F | --- | |
| [09:30-09:45] | 0 | 0 MPH | 39 F | --- | |
| [09:45-10:00] | 1 | 22 MPH | 45 F | --- | |
| [10:00-10:15] | 0 | 0 MPH | 48 F | --- | |
| [10:15-10:30] | 0 | 0 MPH | 50 F | --- | |
| [10:30-10:45] | 4 | 25 MPH | 52 F | --- | |
| [10:45-11:00] | 5 | 26 MPH | 52 F | --- | |
| [11:00-11:15] | 3 | 26 MPH | 52 F | --- | |
| [11:15-11:30] | 3 | 27 MPH | 52 F | --- | |
| Wed,01/08/2020 | | | | | |
| | 38 | 25 MPH | 39 F | | |
| 01/07/2020 11:30 AM | | | | | |
| | 215 | 25 MPH | 44 F | | |
| 01/08/2020 11:30 AM | | | | | |

**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Pueblo
Street: Dillon Dr N/O Eagleridge Blvd**

A study of vehicle traffic was conducted with the device having serial number 134255. The study was done in the **NB lane at Dillon Dr N/O Eagleridge Blvd** in Pueblo, CO in Pueblo county. The study began on 01/14/2020 at 12:00 PM and concluded on 01/15/2020 at 12:00 PM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 686 vehicles passed through the location with a peak volume of 30 on 01/14/2020 at [16:00-16:15] and a minimum volume of 0 on 01/14/2020 at [21:45-22:00]. The AADT count for this study was **686**.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 15 - 20 MPH range or lower. The average speed for all classified vehicles was 20 MPH with 5.14% vehicles exceeding the posted speed of 30 MPH. 1.12% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 15MPH and the 85th percentile was **24.08 MPH**.

| | | | | | | | | | | | | | | |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|
| < to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 to 39 | 40 to 44 | 45 to 49 | 50 to 54 | 55 to 59 | 60 to 64 | 65 to 69 | 70 to 74 | 75 to > |
| 7 | 58 | 313 | 185 | 28 | 14 | 6 | 3 | 0 | 2 | 2 | 0 | 1 | 1 | 3 |

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 514 which represents 83 percent of the total classified vehicles. The number of Vans & Pickups in the study was 73 which represents 12 percent of the total classified vehicles. The number of Busses & Trucks in the study was 24 which represents 4 percent of the total classified vehicles. The number of Tractor Trailers in the study was 12 which represents 2 percent of the total classified vehicles.

| | | | | | | | | | | | | | | |
|---------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|--|--|--|--|--|--|--|
| < to 17 | 18 to 20 | 21 to 23 | 24 to 27 | 28 to 31 | 32 to 37 | 38 to 43 | 44 to > | | | | | | | |
| 514 | 57 | 16 | 14 | 10 | 4 | 3 | 5 | | | | | | | |

CHART 2

HEADWAY

During the peak traffic period, on 01/14/2020 at [16:00-16:15] the average headway between vehicles was 29.032 seconds. During the slowest traffic period, on 01/14/2020 at [21:45-22:00] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 32.00 and 68.00 degrees F.

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 134255 Operator: HH Begin: 01/14/2020 12:00 PM End: 01/15/2020 12:00 PM Hours: 24.00 Period (min): 15 | Location: Dillon Dr N/O Eagleridge Blvd Lane: NB Street: Dillon Dr N/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 686 AADT Count: 686 AADT Factor: 1 Speed Limit: 30 | | |
|---|---|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

Tue, 01/14/2020

| | | | | |
|---------------|----|--------|------|-----|
| [12:00-12:15] | 20 | 21 MPH | 63 F | --- |
| [12:15-12:30] | 13 | 18 MPH | 64 F | --- |
| [12:30-12:45] | 18 | 20 MPH | 66 F | --- |
| [12:45-13:00] | 14 | 19 MPH | 66 F | --- |
| [13:00-13:15] | 16 | 24 MPH | 68 F | --- |
| [13:15-13:30] | 20 | 18 MPH | 68 F | --- |
| [13:30-13:45] | 12 | 18 MPH | 68 F | --- |
| [13:45-14:00] | 17 | 19 MPH | 66 F | --- |
| [14:00-14:15] | 10 | 20 MPH | 66 F | --- |
| [14:15-14:30] | 17 | 20 MPH | 64 F | --- |
| [14:30-14:45] | 7 | 20 MPH | 64 F | --- |
| [14:45-15:00] | 10 | 16 MPH | 63 F | --- |
| [15:00-15:15] | 8 | 20 MPH | 61 F | --- |
| [15:15-15:30] | 18 | 20 MPH | 61 F | --- |
| [15:30-15:45] | 13 | 18 MPH | 59 F | --- |
| [15:45-16:00] | 19 | 21 MPH | 57 F | --- |
| [16:00-16:15] | 30 | 19 MPH | 55 F | --- |
| [16:15-16:30] | 17 | 20 MPH | 54 F | --- |
| [16:30-16:45] | 22 | 19 MPH | 52 F | --- |
| [16:45-17:00] | 20 | 19 MPH | 50 F | --- |
| [17:00-17:15] | 27 | 25 MPH | 50 F | --- |
| [17:15-17:30] | 24 | 19 MPH | 48 F | --- |
| [17:30-17:45] | 24 | 22 MPH | 48 F | --- |
| [17:45-18:00] | 18 | 19 MPH | 46 F | --- |
| [18:00-18:15] | 19 | 19 MPH | 46 F | --- |
| [18:15-18:30] | 13 | 22 MPH | 46 F | --- |
| [18:30-18:45] | 15 | 20 MPH | 45 F | --- |
| [18:45-19:00] | 9 | 19 MPH | 45 F | --- |
| [19:00-19:15] | 14 | 18 MPH | 43 F | --- |
| [19:15-19:30] | 10 | 20 MPH | 43 F | --- |
| [19:30-19:45] | 7 | 21 MPH | 41 F | --- |
| [19:45-20:00] | 8 | 18 MPH | 41 F | --- |
| [20:00-20:15] | 8 | 20 MPH | 41 F | --- |
| [20:15-20:30] | 7 | 20 MPH | 39 F | --- |
| [20:30-20:45] | 6 | 20 MPH | 39 F | --- |
| [20:45-21:00] | 6 | 18 MPH | 37 F | --- |
| [21:00-21:15] | 8 | 20 MPH | 37 F | --- |

01/16/2020 08:22 AM

Page: 1

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 134255 Operator: HH Begin: 01/14/2020 12:00 PM End: 01/15/2020 12:00 PM Hours: 24.00 Period (min): 15 | Location: Dillon Dr N/O Eagleridge Blvd Lane: NB Street: Dillon Dr N/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 686 AADT Count: 686 AADT Factor: 1 Speed Limit: 30 | | |
|---|---|--|------------------------|-------------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

| | | | | |
|----------------|-----|--------|------|-----|
| Tue,01/14/2020 | | | | |
| [21:15-21:30] | 8 | 23 MPH | 37 F | --- |
| [21:30-21:45] | 1 | 0 MPH | 37 F | --- |
| [21:45-22:00] | 0 | 0 MPH | 36 F | --- |
| [22:00-22:15] | 1 | 12 MPH | 36 F | --- |
| [22:15-22:30] | 0 | 0 MPH | 36 F | --- |
| [22:30-22:45] | 0 | 0 MPH | 34 F | --- |
| [22:45-23:00] | 0 | 0 MPH | 34 F | --- |
| [23:00-23:15] | 0 | 0 MPH | 34 F | --- |
| [23:15-23:30] | 0 | 0 MPH | 34 F | --- |
| [23:30-23:45] | 0 | 0 MPH | 32 F | --- |
| [23:45-00:00] | 0 | 0 MPH | 32 F | --- |
| Tue,01/14/2020 | 554 | 20 MPH | 49 F | |
| Wed,01/15/2020 | | | | |
| [00:00-00:15] | 1 | 12 MPH | 32 F | --- |
| [00:15-00:30] | 0 | 0 MPH | 32 F | --- |
| [00:30-00:45] | 0 | 0 MPH | 32 F | --- |
| [00:45-01:00] | 1 | 22 MPH | 34 F | --- |
| [01:00-01:15] | 0 | 0 MPH | 34 F | --- |
| [01:15-01:30] | 0 | 0 MPH | 34 F | --- |
| [01:30-01:45] | 0 | 0 MPH | 34 F | --- |
| [01:45-02:00] | 1 | 18 MPH | 34 F | --- |
| [02:00-02:15] | 0 | 0 MPH | 34 F | --- |
| [02:15-02:30] | 0 | 0 MPH | 36 F | --- |
| [02:30-02:45] | 1 | 22 MPH | 36 F | --- |
| [02:45-03:00] | 0 | 0 MPH | 36 F | --- |
| [03:00-03:15] | 0 | 0 MPH | 36 F | --- |
| [03:15-03:30] | 0 | 0 MPH | 36 F | --- |
| [03:30-03:45] | 0 | 0 MPH | 36 F | --- |
| [03:45-04:00] | 0 | 0 MPH | 36 F | --- |
| [04:00-04:15] | 0 | 0 MPH | 36 F | --- |
| [04:15-04:30] | 0 | 0 MPH | 36 F | --- |
| [04:30-04:45] | 0 | 0 MPH | 36 F | --- |
| [04:45-05:00] | 0 | 0 MPH | 36 F | --- |
| [05:00-05:15] | 1 | 18 MPH | 36 F | --- |
| [05:15-05:30] | 0 | 0 MPH | 36 F | --- |
| [05:30-05:45] | 1 | 18 MPH | 36 F | --- |
| [05:45-06:00] | 0 | 0 MPH | 36 F | --- |

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 134255 Operator: HH Begin: 01/14/2020 12:00 PM End: 01/15/2020 12:00 PM Hours: 24.00 Period (min): 15 | Location: Dillon Dr N/O Eagleridge Blvd Lane: NB Street: Dillon Dr N/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 686 AADT Count: 686 AADT Factor: 1 Speed Limit: 30 | | |
|---|---|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

Wed,01/15/2020

| | | | | |
|---------------|----|--------|------|-----|
| [06:00-06:15] | 1 | 22 MPH | 36 F | --- |
| [06:15-06:30] | 2 | 12 MPH | 37 F | --- |
| [06:30-06:45] | 4 | 23 MPH | 37 F | --- |
| [06:45-07:00] | 8 | 25 MPH | 37 F | --- |
| | | | | |
| [07:00-07:15] | 7 | 17 MPH | 37 F | --- |
| [07:15-07:30] | 16 | 22 MPH | 37 F | --- |
| [07:30-07:45] | 11 | 21 MPH | 37 F | --- |
| [07:45-08:00] | 9 | 18 MPH | 36 F | --- |
| | | | | |
| [08:00-08:15] | 6 | 23 MPH | 36 F | --- |
| [08:15-08:30] | 1 | 75 MPH | 36 F | --- |
| [08:30-08:45] | 0 | 0 MPH | 32 F | --- |
| [08:45-09:00] | 3 | 18 MPH | 36 F | --- |
| | | | | |
| [09:00-09:15] | 2 | 12 MPH | 39 F | --- |
| [09:15-09:30] | 2 | 22 MPH | 41 F | --- |
| [09:30-09:45] | 1 | 0 MPH | 43 F | --- |
| [09:45-10:00] | 2 | 22 MPH | 41 F | --- |
| | | | | |
| [10:00-10:15] | 3 | 38 MPH | 46 F | --- |
| [10:15-10:30] | 3 | 25 MPH | 50 F | --- |
| [10:30-10:45] | 2 | 18 MPH | 52 F | --- |
| [10:45-11:00] | 4 | 15 MPH | 54 F | --- |
| | | | | |
| [11:00-11:15] | 10 | 19 MPH | 55 F | --- |
| [11:15-11:30] | 6 | 25 MPH | 57 F | --- |
| [11:30-11:45] | 10 | 17 MPH | 59 F | --- |
| [11:45-12:00] | 13 | 20 MPH | 61 F | --- |

Wed,01/15/2020

132 21 MPH 39 F

| | | | | |
|---------------------|-----|--------|------|--|
| 01/14/2020 12:00 PM | | | | |
| 01/15/2020 12:00 PM | 686 | 20 MPH | 44 F | |

**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Pueblo
Street: Dillon Dr N/O Eagleridge Blvd**

A study of vehicle traffic was conducted with the device having serial number 100516. The study was done in the SB LL lane at Dillon Dr N/O Eagleridge Blvd in Pueblo, CO in Pueblo county. The study began on 01/14/2020 at 12:00 PM and concluded on 01/15/2020 at 12:00 PM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 281 vehicles passed through the location with a peak volume of 11 on 01/15/2020 at [10:45-11:00] and a minimum volume of 0 on 01/14/2020 at [22:00-22:15]. The AADT count for this study was 281.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 10 - 15 MPH range or lower. The average speed for all classified vehicles was 16 MPH with 3.90% vehicles exceeding the posted speed of 30 MPH. 1.73% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 10MPH and the 85th percentile was 19.20 MPH.

| | | | | | | | | | | | | | | |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|
| < to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 to 39 | 40 to 44 | 45 to 49 | 50 to 54 | 55 to 59 | 60 to 64 | 65 to 69 | 70 to 74 | 75 to > |
| 8 | 114 | 88 | 11 | 1 | 1 | 0 | 1 | 2 | 1 | 1 | 0 | 0 | 0 | 3 |

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 151 which represents 65 percent of the total classified vehicles. The number of Vans & Pickups in the study was 64 which represents 28 percent of the total classified vehicles. The number of Busses & Trucks in the study was 8 which represents 3 percent of the total classified vehicles. The number of Tractor Trailers in the study was 8 which represents 3 percent of the total classified vehicles.

| | | | | | | | | | | | | | | |
|---------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|--|--|--|--|--|--|--|
| < to 17 | 18 to 20 | 21 to 23 | 24 to 27 | 28 to 31 | 32 to 37 | 38 to 43 | 44 to > | | | | | | | |
| 151 | 49 | 15 | 6 | 2 | 1 | 0 | 7 | | | | | | | |

CHART 2

HEADWAY

During the peak traffic period, on 01/15/2020 at [10:45-11:00] the average headway between vehicles was 75 seconds. During the slowest traffic period, on 01/14/2020 at [22:00-22:15] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 32.00 and 72.00 degrees F.

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 100516 Operator: HH Begin: 01/14/2020 12:00 PM End: 01/15/2020 12:00 PM Hours: 24.00 Period (min): 15 | Location: Dillon Dr N/O Eagleridge Blvd Lane: SB LL Street: Dillon Dr N/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 281 ADT Count: 281 ADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

Tue, 01/14/2020

| | | | | |
|---------------|----|--------|------|-----|
| [12:00-12:15] | 8 | 16 MPH | 66 F | --- |
| [12:15-12:30] | 4 | 16 MPH | 68 F | --- |
| [12:30-12:45] | 5 | 14 MPH | 70 F | --- |
| [12:45-13:00] | 5 | 13 MPH | 72 F | --- |
| [13:00-13:15] | 6 | 15 MPH | 72 F | --- |
| [13:15-13:30] | 7 | 15 MPH | 72 F | --- |
| [13:30-13:45] | 3 | 12 MPH | 72 F | --- |
| [13:45-14:00] | 7 | 14 MPH | 70 F | --- |
| [14:00-14:15] | 4 | 15 MPH | 70 F | --- |
| [14:15-14:30] | 4 | 16 MPH | 68 F | --- |
| [14:30-14:45] | 2 | 18 MPH | 68 F | --- |
| [14:45-15:00] | 4 | 16 MPH | 66 F | --- |
| [15:00-15:15] | 1 | 18 MPH | 64 F | --- |
| [15:15-15:30] | 5 | 16 MPH | 63 F | --- |
| [15:30-15:45] | 7 | 14 MPH | 61 F | --- |
| [15:45-16:00] | 6 | 26 MPH | 59 F | --- |
| [16:00-16:15] | 7 | 28 MPH | 57 F | --- |
| [16:15-16:30] | 4 | 14 MPH | 55 F | --- |
| [16:30-16:45] | 4 | 15 MPH | 54 F | --- |
| [16:45-17:00] | 8 | 16 MPH | 52 F | --- |
| [17:00-17:15] | 8 | 16 MPH | 50 F | --- |
| [17:15-17:30] | 7 | 18 MPH | 48 F | --- |
| [17:30-17:45] | 10 | 17 MPH | 48 F | --- |
| [17:45-18:00] | 5 | 14 MPH | 46 F | --- |
| [18:00-18:15] | 9 | 15 MPH | 46 F | --- |
| [18:15-18:30] | 7 | 15 MPH | 46 F | --- |
| [18:30-18:45] | 6 | 14 MPH | 45 F | --- |
| [18:45-19:00] | 1 | 18 MPH | 43 F | --- |
| [19:00-19:15] | 5 | 16 MPH | 43 F | --- |
| [19:15-19:30] | 8 | 15 MPH | 41 F | --- |
| [19:30-19:45] | 6 | 16 MPH | 41 F | --- |
| [19:45-20:00] | 9 | 11 MPH | 39 F | --- |
| [20:00-20:15] | 7 | 26 MPH | 39 F | --- |
| [20:15-20:30] | 1 | 12 MPH | 39 F | --- |
| [20:30-20:45] | 6 | 21 MPH | 37 F | --- |
| [20:45-21:00] | 8 | 13 MPH | 37 F | --- |
| [21:00-21:15] | 3 | 18 MPH | 36 F | --- |

01/16/2020 08:32 AM

Page: 1

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 100516 Operator: HH Begin: 01/14/2020 12:00 PM End: 01/15/2020 12:00 PM Hours: 24.00 Period (min): 15 | Location: Dillon Dr N/O Eagleridge Blvd Lane: SB LL Street: Dillon Dr N/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 281 AADT Count: 281 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

Tue,01/14/2020

| | | | | |
|---------------|---|--------|------|-----|
| [21:15-21:30] | 5 | 14 MPH | 36 F | --- |
| [21:30-21:45] | 4 | 14 MPH | 36 F | --- |
| [21:45-22:00] | 1 | 18 MPH | 34 F | --- |
| [22:00-22:15] | 0 | 0 MPH | 34 F | --- |
| [22:15-22:30] | 1 | 18 MPH | 34 F | --- |
| [22:30-22:45] | 0 | 0 MPH | 32 F | --- |
| [22:45-23:00] | 0 | 0 MPH | 32 F | --- |
| [23:00-23:15] | 0 | 0 MPH | 32 F | --- |
| [23:15-23:30] | 0 | 0 MPH | 32 F | --- |
| [23:30-23:45] | 0 | 0 MPH | 34 F | --- |
| [23:45-00:00] | 0 | 0 MPH | 34 F | --- |

Tue,01/14/2020

218 16 MPH 50 F

Wed,01/15/2020

| | | | | |
|---------------|---|--------|------|-----|
| [00:00-00:15] | 0 | 0 MPH | 34 F | --- |
| [00:15-00:30] | 0 | 0 MPH | 34 F | --- |
| [00:30-00:45] | 0 | 0 MPH | 34 F | --- |
| [00:45-01:00] | 0 | 0 MPH | 36 F | --- |
| [01:00-01:15] | 0 | 0 MPH | 36 F | --- |
| [01:15-01:30] | 0 | 0 MPH | 36 F | --- |
| [01:30-01:45] | 0 | 0 MPH | 36 F | --- |
| [01:45-02:00] | 1 | 12 MPH | 36 F | --- |
| [02:00-02:15] | 0 | 0 MPH | 37 F | --- |
| [02:15-02:30] | 0 | 0 MPH | 37 F | --- |
| [02:30-02:45] | 0 | 0 MPH | 37 F | --- |
| [02:45-03:00] | 0 | 0 MPH | 37 F | --- |
| [03:00-03:15] | 0 | 0 MPH | 37 F | --- |
| [03:15-03:30] | 0 | 0 MPH | 37 F | --- |
| [03:30-03:45] | 0 | 0 MPH | 37 F | --- |
| [03:45-04:00] | 0 | 0 MPH | 37 F | --- |
| [04:00-04:15] | 0 | 0 MPH | 37 F | --- |
| [04:15-04:30] | 0 | 0 MPH | 37 F | --- |
| [04:30-04:45] | 1 | 12 MPH | 37 F | --- |
| [04:45-05:00] | 0 | 0 MPH | 37 F | --- |
| [05:00-05:15] | 0 | 0 MPH | 37 F | --- |
| [05:15-05:30] | 1 | 28 MPH | 37 F | --- |
| [05:30-05:45] | 0 | 0 MPH | 37 F | --- |
| [05:45-06:00] | 0 | 0 MPH | 37 F | --- |

01/16/2020 08:32 AM

Page: 2

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 100516 Operator: HH Begin: 01/14/2020 12:00 PM End: 01/15/2020 12:00 PM Hours: 24.00 Period (min): 15 | Location: Dillon Dr N/O Eagleridge Blvd Lane: SB LL Street: Dillon Dr N/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 281 AADT Count: 281 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

Wed,01/15/2020

| | | | | |
|---------------|----|--------|------|-----|
| [06:00-06:15] | 0 | 0 MPH | 39 F | --- |
| [06:15-06:30] | 0 | 0 MPH | 39 F | --- |
| [06:30-06:45] | 0 | 0 MPH | 39 F | --- |
| [06:45-07:00] | 4 | 18 MPH | 39 F | --- |
| [07:00-07:15] | 1 | 18 MPH | 39 F | --- |
| [07:15-07:30] | 0 | 0 MPH | 39 F | --- |
| [07:30-07:45] | 1 | 22 MPH | 39 F | --- |
| [07:45-08:00] | 2 | 15 MPH | 37 F | --- |
| [08:00-08:15] | 1 | 0 MPH | 36 F | --- |
| [08:15-08:30] | 1 | 48 MPH | 34 F | --- |
| [08:30-08:45] | 1 | 12 MPH | 32 F | --- |
| [08:45-09:00] | 0 | 0 MPH | 36 F | --- |
| [09:00-09:15] | 3 | 13 MPH | 37 F | --- |
| [09:15-09:30] | 1 | 0 MPH | 41 F | --- |
| [09:30-09:45] | 2 | 12 MPH | 43 F | --- |
| [09:45-10:00] | 3 | 13 MPH | 45 F | --- |
| [10:00-10:15] | 2 | 15 MPH | 48 F | --- |
| [10:15-10:30] | 2 | 58 MPH | 50 F | --- |
| [10:30-10:45] | 7 | 13 MPH | 52 F | --- |
| [10:45-11:00] | 11 | 19 MPH | 54 F | --- |
| [11:00-11:15] | 3 | 14 MPH | 55 F | --- |
| [11:15-11:30] | 5 | 14 MPH | 57 F | --- |
| [11:30-11:45] | 9 | 16 MPH | 59 F | --- |
| [11:45-12:00] | 1 | 22 MPH | 61 F | --- |

Wed,01/15/2020

63 17 MPH 40 F

| | | | | |
|---------------------|-----|--------|------|--|
| 01/14/2020 12:00 PM | | | | |
| 01/15/2020 12:00 PM | 281 | 16 MPH | 45 F | |

**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Pueblo
Street: Dillon Dr N/O Eagleridge Blvd**

A study of vehicle traffic was conducted with the device having serial number 90498. The study was done in the SB RL lane at Dillon Dr N/O Eagleridge Blvd in Pueblo, CO in Pueblo county. The study began on 01/14/2020 at 12:00 PM and concluded on 01/15/2020 at 12:00 PM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 249 vehicles passed through the location with a peak volume of 11 on 01/14/2020 at [16:30-16:45] and a minimum volume of 0 on 01/14/2020 at [14:45-15:00]. The AADT count for this study was 249.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 15 - 20 MPH range or lower. The average speed for all classified vehicles was 18 MPH with 2.91% vehicles exceeding the posted speed of 30 MPH. 0.97% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 15MPH and the 85th percentile was 21.77 MPH.

| | | | | | | | | | | | | | | |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|
| < to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 to 39 | 40 to 44 | 45 to 49 | 50 to 54 | 55 to 59 | 60 to 64 | 65 to 69 | 70 to 74 | 75 to > |
| 5 | 38 | 121 | 31 | 5 | 1 | 2 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Vans & Pickups. The number of Passenger Vehicles in the study was 90 which represents 44 percent of the total classified vehicles. The number of Vans & Pickups in the study was 93 which represents 45 percent of the total classified vehicles. The number of Busses & Trucks in the study was 16 which represents 8 percent of the total classified vehicles. The number of Tractor Trailers in the study was 7 which represents 3 percent of the total classified vehicles.

| | | | | | | | | | | | | | | |
|---------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|--|--|--|--|--|--|--|
| < to 17 | 18 to 20 | 21 to 23 | 24 to 27 | 28 to 31 | 32 to 37 | 38 to 43 | 44 to > | | | | | | | |
| 90 | 61 | 32 | 11 | 5 | 5 | 1 | 1 | | | | | | | |

CHART 2

HEADWAY

During the peak traffic period, on 01/14/2020 at [16:30-16:45] the average headway between vehicles was 75 seconds. During the slowest traffic period, on 01/14/2020 at [14:45-15:00] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 32.00 and 70.00 degrees F.

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 90498 Operator: HH Begin: 01/14/2020 12:00 PM End: 01/15/2020 12:00 PM Hours: 24.00 Period (min): 15 | Location: Dillon Dr N/O Eagleridge Blvd Lane: SB RL Street: Dillon Dr N/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 249 AADT Count: 249 AADT Factor: 1 Speed Limit: 30 | | |
|--|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

| | | | | |
|----------------|----|--------|------|-----|
| Tue,01/14/2020 | | | | |
| [12:00-12:15] | 10 | 16 MPH | 64 F | --- |
| [12:15-12:30] | 3 | 23 MPH | 68 F | --- |
| [12:30-12:45] | 6 | 29 MPH | 68 F | --- |
| [12:45-13:00] | 7 | 25 MPH | 70 F | --- |
| | | | | |
| [13:00-13:15] | 5 | 15 MPH | 70 F | --- |
| [13:15-13:30] | 6 | 16 MPH | 70 F | --- |
| [13:30-13:45] | 1 | 12 MPH | 70 F | --- |
| [13:45-14:00] | 5 | 18 MPH | 70 F | --- |
| | | | | |
| [14:00-14:15] | 6 | 19 MPH | 70 F | --- |
| [14:15-14:30] | 3 | 17 MPH | 68 F | --- |
| [14:30-14:45] | 4 | 17 MPH | 68 F | --- |
| [14:45-15:00] | 0 | 0 MPH | 66 F | --- |
| | | | | |
| [15:00-15:15] | 2 | 18 MPH | 64 F | --- |
| [15:15-15:30] | 5 | 16 MPH | 63 F | --- |
| [15:30-15:45] | 5 | 16 MPH | 61 F | --- |
| [15:45-16:00] | 3 | 17 MPH | 59 F | --- |
| | | | | |
| [16:00-16:15] | 9 | 16 MPH | 57 F | --- |
| [16:15-16:30] | 2 | 18 MPH | 55 F | --- |
| [16:30-16:45] | 11 | 14 MPH | 54 F | --- |
| [16:45-17:00] | 7 | 17 MPH | 52 F | --- |
| | | | | |
| [17:00-17:15] | 9 | 16 MPH | 50 F | --- |
| [17:15-17:30] | 6 | 20 MPH | 48 F | --- |
| [17:30-17:45] | 4 | 19 MPH | 46 F | --- |
| [17:45-18:00] | 6 | 18 MPH | 46 F | --- |
| | | | | |
| [18:00-18:15] | 6 | 18 MPH | 46 F | --- |
| [18:15-18:30] | 6 | 18 MPH | 45 F | --- |
| [18:30-18:45] | 6 | 17 MPH | 45 F | --- |
| [18:45-19:00] | 6 | 17 MPH | 43 F | --- |
| | | | | |
| [19:00-19:15] | 5 | 17 MPH | 41 F | --- |
| [19:15-19:30] | 6 | 14 MPH | 41 F | --- |
| [19:30-19:45] | 1 | 0 MPH | 39 F | --- |
| [19:45-20:00] | 7 | 17 MPH | 39 F | --- |
| | | | | |
| [20:00-20:15] | 2 | 20 MPH | 39 F | --- |
| [20:15-20:30] | 3 | 19 MPH | 37 F | --- |
| [20:30-20:45] | 1 | 22 MPH | 37 F | --- |
| [20:45-21:00] | 3 | 19 MPH | 36 F | --- |
| | | | | |
| [21:00-21:15] | 4 | 20 MPH | 36 F | --- |

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 90498 Operator: HH Begin: 01/14/2020 12:00 PM End: 01/15/2020 12:00 PM Hours: 24.00 Period (min): 15 | Location: Dillon Dr N/O Eagleridge Blvd Lane: SB RL Street: Dillon Dr N/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 249 AADT Count: 249 AADT Factor: 1 Speed Limit: 30 | | |
|--|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

| | | | | |
|----------------|-----|--------|------|-----|
| Tue,01/14/2020 | | | | |
| [21:15-21:30] | 3 | 19 MPH | 36 F | --- |
| [21:30-21:45] | 2 | 18 MPH | 34 F | --- |
| [21:45-22:00] | 2 | 15 MPH | 34 F | --- |
| [22:00-22:15] | 0 | 0 MPH | 34 F | --- |
| [22:15-22:30] | 0 | 0 MPH | 32 F | --- |
| [22:30-22:45] | 0 | 0 MPH | 32 F | --- |
| [22:45-23:00] | 0 | 0 MPH | 32 F | --- |
| [23:00-23:15] | 0 | 0 MPH | 32 F | --- |
| [23:15-23:30] | 0 | 0 MPH | 34 F | --- |
| [23:30-23:45] | 0 | 0 MPH | 34 F | --- |
| [23:45-00:00] | 0 | 0 MPH | 34 F | --- |
| Tue,01/14/2020 | 188 | 18 MPH | 49 F | |
| Wed,01/15/2020 | | | | |
| [00:00-00:15] | 0 | 0 MPH | 34 F | --- |
| [00:15-00:30] | 0 | 0 MPH | 34 F | --- |
| [00:30-00:45] | 0 | 0 MPH | 36 F | --- |
| [00:45-01:00] | 0 | 0 MPH | 36 F | --- |
| [01:00-01:15] | 0 | 0 MPH | 36 F | --- |
| [01:15-01:30] | 0 | 0 MPH | 36 F | --- |
| [01:30-01:45] | 0 | 0 MPH | 37 F | --- |
| [01:45-02:00] | 0 | 0 MPH | 37 F | --- |
| [02:00-02:15] | 0 | 0 MPH | 37 F | --- |
| [02:15-02:30] | 0 | 0 MPH | 37 F | --- |
| [02:30-02:45] | 0 | 0 MPH | 37 F | --- |
| [02:45-03:00] | 0 | 0 MPH | 37 F | --- |
| [03:00-03:15] | 0 | 0 MPH | 37 F | --- |
| [03:15-03:30] | 0 | 0 MPH | 37 F | --- |
| [03:30-03:45] | 0 | 0 MPH | 37 F | --- |
| [03:45-04:00] | 0 | 0 MPH | 37 F | --- |
| [04:00-04:15] | 0 | 0 MPH | 37 F | --- |
| [04:15-04:30] | 0 | 0 MPH | 37 F | --- |
| [04:30-04:45] | 0 | 0 MPH | 37 F | --- |
| [04:45-05:00] | 0 | 0 MPH | 37 F | --- |
| [05:00-05:15] | 0 | 0 MPH | 37 F | --- |
| [05:15-05:30] | 0 | 0 MPH | 37 F | --- |
| [05:30-05:45] | 0 | 0 MPH | 37 F | --- |
| [05:45-06:00] | 0 | 0 MPH | 39 F | --- |

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 90498 Operator: HH Begin: 01/14/2020 12:00 PM End: 01/15/2020 12:00 PM Hours: 24.00 Period (min): 15 | Location: Dillon Dr N/O Eagleridge Blvd Lane: SB RL Street: Dillon Dr N/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 249 AADT Count: 249 AADT Factor: 1 Speed Limit: 30 | | |
|--|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

Wed,01/15/2020

| | | | | |
|---------------|----|--------|------|-----|
| [06:00-06:15] | 0 | 0 MPH | 39 F | --- |
| [06:15-06:30] | 0 | 0 MPH | 39 F | --- |
| [06:30-06:45] | 0 | 0 MPH | 39 F | --- |
| [06:45-07:00] | 1 | 12 MPH | 39 F | --- |
| [07:00-07:15] | 1 | 18 MPH | 39 F | --- |
| [07:15-07:30] | 1 | 18 MPH | 39 F | --- |
| [07:30-07:45] | 1 | 18 MPH | 39 F | --- |
| [07:45-08:00] | 3 | 15 MPH | 37 F | --- |
| [08:00-08:15] | 4 | 15 MPH | 36 F | --- |
| [08:15-08:30] | 0 | 0 MPH | 34 F | --- |
| [08:30-08:45] | 2 | 13 MPH | 32 F | --- |
| [08:45-09:00] | 1 | 0 MPH | 34 F | --- |
| [09:00-09:15] | 3 | 23 MPH | 37 F | --- |
| [09:15-09:30] | 0 | 0 MPH | 39 F | --- |
| [09:30-09:45] | 1 | 12 MPH | 43 F | --- |
| [09:45-10:00] | 3 | 18 MPH | 45 F | --- |
| [10:00-10:15] | 3 | 18 MPH | 46 F | --- |
| [10:15-10:30] | 3 | 33 MPH | 50 F | --- |
| [10:30-10:45] | 5 | 19 MPH | 52 F | --- |
| [10:45-11:00] | 10 | 18 MPH | 54 F | --- |
| [11:00-11:15] | 5 | 18 MPH | 55 F | --- |
| [11:15-11:30] | 6 | 18 MPH | 57 F | --- |
| [11:30-11:45] | 2 | 23 MPH | 59 F | --- |
| [11:45-12:00] | 6 | 20 MPH | 61 F | --- |

Wed,01/15/2020

61 19 MPH 40 F

| | | | | |
|---------------------|-----|--------|------|--|
| 01/14/2020 12:00 PM | | | | |
| 01/15/2020 12:00 PM | 249 | 18 MPH | 45 F | |

**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Pueblo
Street: Dillon Dr N/O Eagleridge Blvd**

A study of vehicle traffic was conducted with the device having serial number 302823. The study was done in the SB RT lane at Dillon Dr N/O Eagleridge Blvd in Pueblo, CO in Pueblo county. The study began on 01/07/2020 at 11:30 AM and concluded on 01/08/2020 at 11:30 AM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 1,026 vehicles passed through the location with a peak volume of 55 on 01/07/2020 at [17:00-17:15] and a minimum volume of 0 on 01/07/2020 at [22:45-23:00]. The AADT count for this study was 1,026.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 15 - 20 MPH range or lower. The average speed for all classified vehicles was 20 MPH with 2.58% vehicles exceeding the posted speed of 30 MPH. 0.89% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 15MPH and the 85th percentile was 23.84 MPH.

| | | | | | | | | | | | | | | |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|
| < to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 to 39 | 40 to 44 | 45 to 49 | 50 to 54 | 55 to 59 | 60 to 64 | 65 to 69 | 70 to 74 | 75 to > |
| 17 | 111 | 486 | 316 | 53 | 9 | 3 | 3 | 1 | 1 | 1 | 1 | 0 | 0 | 7 |

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 501 which represents 50 percent of the total classified vehicles. The number of Vans & Pickups in the study was 417 which represents 41 percent of the total classified vehicles. The number of Busses & Trucks in the study was 62 which represents 6 percent of the total classified vehicles. The number of Tractor Trailers in the study was 29 which represents 3 percent of the total classified vehicles.

| | | | | | | | | | | | | | | |
|---------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|--|--|--|--|--|--|--|
| < to 17 | 18 to 20 | 21 to 23 | 24 to 27 | 28 to 31 | 32 to 37 | 38 to 43 | 44 to > | | | | | | | |
| 501 | 303 | 114 | 47 | 15 | 7 | 5 | 17 | | | | | | | |

CHART 2

HEADWAY

During the peak traffic period, on 01/07/2020 at [17:00-17:15] the average headway between vehicles was 16.071 seconds. During the slowest traffic period, on 01/07/2020 at [22:45-23:00] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 32.00 and 489.00 degrees F.

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 302823 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Dillon Dr N/O Eagleridge Blvd Lane: SB RT Street: Dillon Dr N/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 1,026 AADT Count: 1,026 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|------------------------|-------------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

Tue,01/07/2020

| | | | | |
|---------------|----|--------|------|-----|
| [11:30-11:45] | 14 | 20 MPH | 66 F | --- |
| [11:45-12:00] | 28 | 19 MPH | 66 F | --- |
| [12:00-12:15] | 33 | 22 MPH | 68 F | --- |
| [12:15-12:30] | 16 | 20 MPH | 68 F | --- |
| [12:30-12:45] | 17 | 18 MPH | 68 F | --- |
| [12:45-13:00] | 22 | 18 MPH | 68 F | --- |
| [13:00-13:15] | 15 | 22 MPH | 68 F | --- |
| [13:15-13:30] | 20 | 19 MPH | 72 F | --- |
| [13:30-13:45] | 15 | 23 MPH | 72 F | --- |
| [13:45-14:00] | 18 | 18 MPH | 72 F | --- |
| [14:00-14:15] | 10 | 25 MPH | 72 F | --- |
| [14:15-14:30] | 15 | 19 MPH | 72 F | --- |
| [14:30-14:45] | 9 | 18 MPH | 68 F | --- |
| [14:45-15:00] | 14 | 19 MPH | 66 F | --- |
| [15:00-15:15] | 17 | 19 MPH | 63 F | --- |
| [15:15-15:30] | 14 | 19 MPH | 61 F | --- |
| [15:30-15:45] | 22 | 21 MPH | 57 F | --- |
| [15:45-16:00] | 16 | 14 MPH | 55 F | --- |
| [16:00-16:15] | 22 | 20 MPH | 55 F | --- |
| [16:15-16:30] | 19 | 19 MPH | 52 F | --- |
| [16:30-16:45] | 20 | 26 MPH | 52 F | --- |
| [16:45-17:00] | 49 | 21 MPH | 52 F | --- |
| [17:00-17:15] | 55 | 21 MPH | 48 F | --- |
| [17:15-17:30] | 50 | 19 MPH | 48 F | --- |
| [17:30-17:45] | 31 | 18 MPH | 48 F | --- |
| [17:45-18:00] | 30 | 20 MPH | 46 F | --- |
| [18:00-18:15] | 24 | 17 MPH | 46 F | --- |
| [18:15-18:30] | 25 | 19 MPH | 46 F | --- |
| [18:30-18:45] | 23 | 20 MPH | 43 F | --- |
| [18:45-19:00] | 23 | 20 MPH | 43 F | --- |
| [19:00-19:15] | 21 | 20 MPH | 43 F | --- |
| [19:15-19:30] | 25 | 18 MPH | 43 F | --- |
| [19:30-19:45] | 17 | 20 MPH | 43 F | --- |
| [19:45-20:00] | 21 | 18 MPH | 41 F | --- |
| [20:00-20:15] | 36 | 19 MPH | 41 F | --- |
| [20:15-20:30] | 14 | 17 MPH | 41 F | --- |
| [20:30-20:45] | 13 | 20 MPH | 41 F | --- |

01/09/2020 11:56 AM

Page: 1

Date/Time/Volume/Average Speed/Temperature Report

| Device ID: 302823 Operator: HH Begin: 01/07/2020 11:30 AM End: 01/08/2020 11:30 AM Hours: 24.00 Period (min): 15 | Location: Dillon Dr N/O Eagleridge Blvd Lane: SB RT Street: Dillon Dr N/O Eagleridge Blvd City: Pueblo County: Pueblo State: CO | Raw Count: 1,026 AADT Count: 1,026 AADT Factor: 1 Speed Limit: 30 | | |
|---|--|--|---------------------|-------------------------|
| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |

| | | | | |
|----------------|-----|--------|-------|-----|
| Tue,01/07/2020 | | | | |
| [20:45-21:00] | 17 | 18 MPH | 41 F | --- |
| [21:00-21:15] | 17 | 20 MPH | 41 F | --- |
| [21:15-21:30] | 8 | 20 MPH | 41 F | --- |
| [21:30-21:45] | 9 | 20 MPH | 41 F | --- |
| [21:45-22:00] | 2 | 23 MPH | 37 F | --- |
| [22:00-22:15] | 7 | 21 MPH | 37 F | --- |
| [22:15-22:30] | 2 | 23 MPH | 37 F | --- |
| [22:30-22:45] | 7 | 19 MPH | 37 F | --- |
| [22:45-23:00] | 0 | 0 MPH | 37 F | --- |
| [23:00-23:15] | 2 | 28 MPH | 34 F | --- |
| [23:15-23:30] | 0 | 0 MPH | 34 F | --- |
| [23:30-23:45] | 0 | 0 MPH | 34 F | --- |
| [23:45-00:00] | 3 | 24 MPH | 34 F | --- |
| Tue,01/07/2020 | 907 | 20 MPH | 51 F | |
| Wed,01/08/2020 | | | | |
| [00:00-00:15] | 0 | 0 MPH | 34 F | --- |
| [00:15-00:30] | 0 | 0 MPH | 34 F | --- |
| [00:30-00:45] | 0 | 0 MPH | 32 F | --- |
| [00:45-01:00] | 1 | 18 MPH | 32 F | --- |
| [01:00-01:15] | 0 | 0 MPH | 32 F | --- |
| [01:15-01:30] | 0 | 0 MPH | 32 F | --- |
| [01:30-01:45] | 0 | 0 MPH | 32 F | --- |
| [01:45-02:00] | 0 | 0 MPH | 32 F | --- |
| [02:00-02:15] | 0 | 0 MPH | 32 F | --- |
| [02:15-02:30] | 0 | 0 MPH | 32 F | --- |
| [02:30-02:45] | 0 | 0 MPH | 489 F | --- |
| [02:45-03:00] | 0 | 0 MPH | 489 F | --- |
| [03:00-03:15] | 0 | 0 MPH | 489 F | --- |
| [03:15-03:30] | 0 | 0 MPH | 489 F | --- |
| [03:30-03:45] | 0 | 0 MPH | 489 F | --- |
| [03:45-04:00] | 0 | 0 MPH | 489 F | --- |
| [04:00-04:15] | 0 | 0 MPH | 489 F | --- |
| [04:15-04:30] | 0 | 0 MPH | 489 F | --- |
| [04:30-04:45] | 0 | 0 MPH | 489 F | --- |
| [04:45-05:00] | 0 | 0 MPH | 489 F | --- |
| [05:00-05:15] | 0 | 0 MPH | 489 F | --- |

Date/Time/Volume/Average Speed/Temperature Report

| Date And Time Range | Period Volume | Average Speed | Roadway Temperature | Roadway Surface Wet/Dry |
|---|---------------|---------------|---------------------|-------------------------|
| Device ID: 302823 Location: Dillon Dr N/O Eagleridge Blvd Raw Count: 1,026 Operator: HH Lane: SB RT AADT Count: 1,026 Begin: 01/07/2020 11:30 AM Street: Dillon Dr N/O Eagleridge Blvd AADT Factor: 1 End: 01/08/2020 11:30 AM City: Pueblo Speed Limit: 30 Hours: 24.00 County: Pueblo Period (min): 15 State: CO | | | | |
| Wed,01/08/2020 | | | | |
| [05:15-05:30] | 0 | 0 MPH | 489 F | --- |
| [05:30-05:45] | 1 | 22 MPH | 487 F | --- |
| [05:45-06:00] | 0 | 0 MPH | 487 F | --- |
| [06:00-06:15] | 0 | 0 MPH | 487 F | --- |
| [06:15-06:30] | 0 | 0 MPH | 487 F | --- |
| [06:30-06:45] | 2 | 15 MPH | 487 F | --- |
| [06:45-07:00] | 1 | 0 MPH | 487 F | --- |
| [07:00-07:15] | 1 | 22 MPH | 487 F | --- |
| [07:15-07:30] | 1 | 18 MPH | 487 F | --- |
| [07:30-07:45] | 2 | 20 MPH | 487 F | --- |
| [07:45-08:00] | 3 | 24 MPH | 487 F | --- |
| [08:00-08:15] | 4 | 17 MPH | 487 F | --- |
| [08:15-08:30] | 2 | 20 MPH | 489 F | --- |
| [08:30-08:45] | 6 | 19 MPH | 489 F | --- |
| [08:45-09:00] | 7 | 25 MPH | 32 F | --- |
| [09:00-09:15] | 11 | 20 MPH | 34 F | --- |
| [09:15-09:30] | 7 | 22 MPH | 37 F | --- |
| [09:30-09:45] | 8 | 20 MPH | 41 F | --- |
| [09:45-10:00] | 4 | 17 MPH | 43 F | --- |
| [10:00-10:15] | 5 | 18 MPH | 48 F | --- |
| [10:15-10:30] | 5 | 17 MPH | 48 F | --- |
| [10:30-10:45] | 7 | 17 MPH | 52 F | --- |
| [10:45-11:00] | 11 | 19 MPH | 52 F | --- |
| [11:00-11:15] | 19 | 20 MPH | 52 F | --- |
| [11:15-11:30] | 11 | 19 MPH | 52 F | --- |
| Wed,01/08/2020 | 119 | 20 MPH | 283 F | |
| 01/07/2020 11:30 AM | | | | |
| 01/08/2020 11:30 AM | 1026 | 20 MPH | 162 F | |



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 14, 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 \$42,810 TO DOUG VAUGHN, LLC AND SETTING FORTH \$7,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-014 ELMWOOD GOLF COURSE CART PATH AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Doug Vaughn, LLC for Project No. 22-014 Elmwood Golf Course Cart Path.

PREVIOUS COUNCIL ACTION:

The 2021 budget that was approved on November 9, 2020, Ordinance No. 9817 created Project EW2101, in the amount of \$45,000.00.

The 2022 budget that was approved on November 22, 2021, Ordinance 10050, budgeted an additional \$50,000.00 to project EW2101.

BACKGROUND:

In general, this project consists of the removal of two (2) asphalt cart paths that are deteriorated and the replacement of those paths with 6-foot-wide concrete golf cart paths at the Elmwood Golf Course.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$49,810 will be paid from account EW2101 Cart Path Repair/Replace - Elmwood.

BOARD/COMMISSION RECOMMENDATION:

The Golf Course Enterprise Citizen's Advisory Committee supports this project.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

Attachments:

Bid Summary Sheet

RESOLUTION NO. 14825

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$42,810 TO DOUG VAUGHN, LLC AND SETTING FORTH \$7,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-014 ELMWOOD GOLF COURSE CART PATH AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 22-014 Elmwood Golf Course Cart Path have been received and examined; and

WHEREAS, the proposal of Doug Vaughn LLC 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. 22-014 to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-014 Asphalt Paving – Phase 1 Elmwood Golf Course Cart Path to be performed, and the contract for said project is hereby awarded to Doug Vaughn, LLC in the amount of \$42,810.00.

SECTION 2.

Funds for Project 22-014 shall be from Project No. EW2101 Cart Path Repair/Replace - Elmwood.

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.....\$7,000.00

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: March 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

| Bid: 22-014 Elmwood Golf Course Cart Path | | | | | Doug Vaughn, LLC | Merriman Land Works dba Flat & Fancy | JARCCO Construction, LLC | Cedar Ridge Landscape, Inc. |
|--|--------------------------------------|---------------------------|----|-------------------|-------------------------|---|-------------------------------------|--|
| Opening Date: February 16, 2022 Time: 10:00:00 AM | | | | | | | | |
| Item | Description | Estimated Quantity | | | | | | |
| 1 | Clearing & Grubbing | 30 | CY | <i>Unit Price</i> | <i>120.00</i> | <i>15.00</i> | <i>195.00</i> | <i>170.00</i> |
| | | | | Amount | 3,600.00 | 450.00 | 5,850.00 | 5,100.00 |
| 2 | Construct 4-inch-thick concrete path | 2400 | SF | <i>Unit Price</i> | <i>5.50</i> | <i>10.15</i> | <i>9.50</i> | <i>14.00</i> |
| | | | | Amount | 13,200.00 | 24,360.00 | 22,800.00 | 33,600.00 |
| 3 | Mobilization | 1 | LS | <i>Unit Price</i> | <i>1,500.00</i> | <i>2,500.00</i> | <i>5,500.00</i> | <i>2,000.00</i> |
| | | | | Amount | 1,500.00 | 2,500.00 | 5,500.00 | 2,000.00 |
| Total Base Bid | | | | | \$18,300.00 | \$27,310.00 | \$34,150.00 | \$40,700.00 |
| Bid Alternate No. 1 | | | | | | | | |
| 1 | Remove existing asphalt path | 43 | CY | <i>Unit Price</i> | <i>120.00</i> | <i>81.00</i> | <i>243.00</i> | <i>180.00</i> |
| | | | | Amount | 5,160.00 | 3,483.00 | 10,449.00 | 7,740.00 |
| 2 | Construct 4-inch-thick concrete path | 3500 | SF | <i>Unit Price</i> | <i>5.50</i> | <i>10.15</i> | <i>9.50</i> | <i>14.00</i> |
| | | | | Amount | 19,250.00 | 35,525.00 | 33,250.00 | 49,000.00 |
| 3 | Mobilization | 1 | LS | <i>Unit Price</i> | <i>100.00</i> | <i>2,500.00</i> | <i>5,500.00</i> | <i>2,850.00</i> |
| | | | | Amount | 100.00 | 2,500.00 | 5,500.00 | 2,850.00 |
| Total Bid Alternate No. 1 | | | | | \$24,510.00 | \$41,508.00 | \$49,199.00 | \$59,590.00 |



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 14, 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 \$400,000 FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR THE PURPOSE OF PROVIDING UPKEEP AND MAINTENANCE TO BUILDINGS HELD FOR THE PURPOSE OF JOB CREATING CAPITAL PROJECTS

SUMMARY:

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

PREVIOUS COUNCIL ACTION:

Funding for upkeep of buildings has been routinely approved when needed. Funding in the amount of \$400,000 was last provided by Resolution 14402, April 27, 2020.

BACKGROUND:

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

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

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

RECOMMENDATION:

City staff recommends approval of this Resolution.

Attachments:

Proposed Resolution

RESOLUTION NO. 14828

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

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

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

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

SECTION 1.

The amount of \$400,000 shall be transferred to Project EDBLDG for expenses related to the maintenance and upkeep of City owned buildings. Funds shall be transferred from the Projects to be Determined account within the 1992 – 2021 Sales and Use Tax Capital Improvements Project Fund.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED: March 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 14, 2022

TO: President Heather Graham and Members of City Council
CC: Nicholas A. Gradisar, Mayor
VIA: Marisa Stoller, City Clerk
FROM: Andrew Hayes, P.E., Director of Public Works
SUBJECT: A RESOLUTION TRANSFERRING CITY OWNED PROPERTY TO BLACK HILLS COLORADO ELECTRIC, LLC A DELAWARE LIMITED LIABILITY COMPANY

SUMMARY:

Attached is a Resolution transferring city owned property to Black Hills Colorado Electric, LLC, a Delaware limited liability company.

PREVIOUS COUNCIL ACTION:

Lake Avenue Subdivision approved by Ordinance No. 10029, October 25, 2021.

BACKGROUND:

Parcel No. 1513300051 was deeded to the City of Pueblo by the CF&I Steel Corporation, a Colorado corporation per Resolution No. 5499 and recorded January 2, 1985. The City of Pueblo wishes to transfer this parcel to Black Hills Colorado Electric, LLC so the property can be included with the adjacent property owned by Black Hills Electric for future development. The full interests of the City of Pueblo for this parcel of land have been addressed with the dedication of easements on the Lake Avenue Subdivision plat.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

There are no alternatives.

RECOMMENDATION:

Approval of the Resolution.

Attachments:

Easement and Right of Way

RESOLUTION NO. 14829

A RESOLUTION TRANSFERRING CITY OWNED PROPERTY
TO BLACK HILLS COLORADO ELECTRIC, LLC A DELAWARE
LIMITED LIABILITY COMPANY

WHEREAS, Black Hills Colorado Electric, LLC, a Delaware limited liability company (Black Hills) has requested that the City of Pueblo, as owners of real property (Parcel No. 1513300051 which is Parcel D of Lake Avenue Subdivision approved and not yet recorded), transfer said property to be included with Blacks Hills adjacent property in the subdivision for future development; and,

WHEREAS, such easements for public ingress/egress and all public utilities have been dedicated on the plat of Lake Avenue Subdivision in place of said parcel; and,

WHEREAS, the interests of the City of Pueblo have been fully addressed by the dedication of easements within the plat of Lake Avenue Subdivision; NOW, THEREFORE,

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

SECTION 1.

The Quit Claim Deed with Reservations and Limitations, copy which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted.

SECTION 2.

The City Clerk is further directed to cause same to be recorded in the Office of the Pueblo County Clerk and Recorder forthwith. All recording costs associated are to be paid for by Black Hills.

SECTION 3.

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.

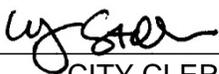
SECTION 4.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED: March 14, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

QUIT CLAIM DEED WITH RESERVATIONS AND LIMITATIONS

THIS DEED, Made this _____ day of _____, 2022, between the City of Pueblo, a Municipal Corporation Grantor, and Black Hills Colorado Electric, LLC, a Delaware limited liability company, Grantee,

WITNESSETH, That the grantor for and in consideration of the sum of One Dollar and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, has remised, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM, subject to the reservations and limitations herein noted, unto the Grantee, its successors and assigns, forever, the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Pueblo and State of Colorado, described as:

See Attached Exhibit "A"

RESERVATIONS. Grantor reserves all easement rights existing under the 50 foot public ingress/egress and utility easement and all other easements and right of ways of record as set forth and noted upon the Lake Avenue Subdivision Plat, recorded at Reception No. _____ of the records of the Pueblo County Clerk and Recorder, State of Colorado. Grantor further reserves the right to enter upon said property for the purposes of construction, replacement, maintenance, control, and repair of any public sanitary sewer constructed or to be constructed under said easements of record, including sewer easements at Book 2021and Page 541, Book 2094 and Page 423 and Book 2095 and Page 413 of the records of the Pueblo County Clerk and Recorder, State of Colorado, and the right to use so much of the adjoining property of Grantee for said purposes. Grantor shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, pavement or other improvement or growth located upon such property that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said public sanitary sewer and to recover the costs thereof, plus an administrative charge of 15% from Grantee. These reservations shall run with the land and shall be binding on the Grantee, its successors, and assigns.

LIMITATIONS. This Deed is expressly made subject to any exceptions, reservations, restrictions, conditions, covenants, easements, rights-of-way, encroachments either of record or ascertainable by physical inspection, including but in no manner limited to those reservations set forth in the Special Warranty Deed at Book 2226 and Page 619 of the records of the Pueblo County Clerk and Recorder, State of Colorado.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

City of Pueblo, a Municipal Corporation

By: _____
Mayor of City of Pueblo, a Municipal Corporation

Attest: _____
Marisa Stoller, City Clerk

ACCEPTANCE

The Grantee hereby accepts this Deed and agrees to be bound by all the reservations and limitations contained in it.

Black Hills Colorado Electric, LLC, a Delaware limited liability company

✧ By: Jennifer Landis
✧ Name: Jennifer Landis
✧ Title: SVP and CHRO

STATE OF South Dakota)
COUNTY OF Pennington) ss.

The foregoing instrument was acknowledged before me this 15th day of March, 2022, by Jennifer Landis, as SVP and CHRO of Black Hills Colorado Electric, LLC, a Delaware limited liability company

Witness my hand and official seal:

My commission expires:
10/26/2026



Karen L. Delicate
NOTARY PUBLIC

EXHIBIT "A"

Commencing at the W 1/4 corner of said Section 13; Thence North 89°31' East, a distance of 88 feet; Thence South 00°29' East along the East line of Lake Avenue and the East line of Lake Avenue extended, a distance of 503.46 feet to point of beginning; Thence North 89° 31' East, a distance of 1980.15 feet to the East R.O.W. line of Pine Street; Thence South 00° 29' East, along said East R.O.W. line of Pine Street extended South, a distance of 50 feet; Thence South 89° 31' West, a distance of 1980.15 feet to the East R.O.W. line of Lake Avenue; Thence North 00°29' West along said R.O.W. line of Lake Avenue, a distance of 50 feet to the point of beginning.

Excepting the Easement Agreement Recorded in Book 1878 at Page 164

Said tract contains 2.27 Acres more or less.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 14, 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 JAY RICE TO COMPLETE A THREE-YEAR TERM EXPIRING SEPTEMBER 30, 2023 ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Jay Rice to complete a three-year term expiring September 30, 2023 on the Pueblo Memorial Airport Advisory Committee.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the removal of Diana DeLeon, there is one appointment available to complete a three-year term on the Pueblo Memorial Airport Advisory Committee.

The application was reviewed by Mayor Gradisar who has appointed Jay Rice to complete a three-year term expiring September 30, 2023.

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. 14826

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JAY RICE TO COMPLETE A THREE-YEAR TERM EXPIRING SEPTEMBER 30, 2023 ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Jay Rice to serve on the Pueblo Memorial Airport Advisory Committee, 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 Pueblo Memorial Airport Advisory Committee to complete a three-year term expiring September 30, 2023 shall be and is hereby confirmed by the City Council:

JAY RICE

SECTION 2.

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

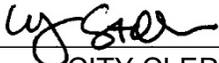
SECTION 3.

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

INTRODUCED: March 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Friday, February 25, 2022 8:16:22 AM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

| | |
|------|-----------|
| DATE | 2/25/2022 |
|------|-----------|

| | |
|------------------------|----------------------------|
| BOARD OR COMMISSION | Airport Advisory Committee |
|------------------------|----------------------------|

Contact Information

| | |
|---------------------------------------|-----------------------------|
| FIRST NAME | Jay |
| LAST NAME | RICE |
| HOME ADDRESS | 3522 Raccoon Lane |
| CITY | Pueblo |
| STATE | CO |
| ZIP | 81005 |
| OFFICE ADDRESS | <i>Field not completed.</i> |
| CITY | <i>Field not completed.</i> |
| STATE | <i>Field not completed.</i> |
| ZIP | <i>Field not completed.</i> |
| DAYTIME PHONE | 8705504930 |
| E-MAIL ADDRESS | lisajayrice@yahoo.com |
| ARE YOU CURRENTLY EMPLOYED WITH | NO |

THE CITY OF
PUEBLO?

OCCUPATION (or if
RETIRED, your
previous occupation)

Operations Quality Control Inspector

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.

BS in Agricultural Business from the University of Arkansas-
Monticello.

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

I would love to see the Airport in Pueblo grow. I use the airport
and believe that it needs more promotion and passengers to do
that.

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

Making the airport a destination.

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

[JAY RICE Resume 2020 Chemsitry-1.doc](#)

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

Jay Lance Rice

3522 Raccoon Lane
Pueblo, CO 81005
C: (870) 550-4930
lisajayrice@yahoo.com

OBJECTIVE: To obtain a position that will allow me to utilize my knowledge and skills to the best of my ability and contribute to the success of the organization.

EDUCATION: University of Arkansas-Monticello, Bachelor of Science Degree, Agriculture Business, 1996

EXPERIENCE:

Apr 2018-
Present

Battelle Memorial Institute

Pueblo, CO

Research Scientist/Analytical QC Inspector

- Leads and conducts assigned technical tasks in support of Operations Quality Control (QC) objectives in support of the PCAPP Laboratory, which may include but is not limited to: providing customers with required Laboratory Operations capabilities; meeting or exceeding customer requirements for accuracy and precision; meeting or exceeding customer requirements in regarding turn-around time; maintain quality system adequacy, effectiveness, and implementation, etc.
- Reviews complex technical data by evaluating adherence to processes programmatic requirements and provide concurrence of suitability for reporting.
- Performs independent technical reviews and assessments of Laboratory Operations test data, laboratory operating procedures, technical specifications and instrument operating conditions and limits are maintained in accordance with governing plans and policies.
- Provides Laboratory Operations oversight. To include chemical agent extraction analysis of process control and hazardous waste samples, and other analytical analysis and functions.
- Writes Observation, Corrective Action and Condition Reports detailing laboratory deficiencies of data quality or procedural compliance to determine any implications to data quality and document corrective actions for distribution both internally and externally to the laboratory.
- Performs surveillances of Laboratory Operations personnel to verify procedural compliance and potential areas of improvement.
- Applies and maintains a quality information system(s) used to track and trend assessment findings, analyze data integrity, document non-conformance and deficiencies are assessed from internal reviews, and identify any potential opportunities for improvement in processes. Reports quality inconsistencies to Management.

Feb 2014-
Apr 2018

Battelle Memorial Institute

Pueblo, CO

Research Scientist/GC-MSD Operator

- Author Laboratory Operating Procedures and Methods.
- Method Development for GC/MSD.
- Operate, calibrate, troubleshoot and perform maintenance on Gas Chromatograph and Mass Selective Detector (GC-MSD) utilizing Chemstation and Mass Hunter.
- Operate, calibrate, troubleshoot and perform maintenance on Gas Chromatograph Flame Photometric Detector (GC-FPD) utilizing Open Lab.
- Operate, calibrate, troubleshoot and perform maintenance on High Performance Liquid Chromatograph (HPLC) utilizing Open Lab.
- Agilent 6890, 7890A, 7890B GC, Agilent 5973, 5975C, 5977A MSD, Agilent 1260 Infinity HPLC.
- Preventative and corrective maintenance for GC & MSD.

- Perform checks on fume hoods, refrigerator alarms, safety and first aid stations, decontamination stations, analytical balances, and gas cylinders for safety and pressure.
- Perform aqueous and solid extractions.
- Markes Ultra and Unity Thermal Desorption
- Titrations for Percent Sodium Hydroxide and Percent Hydrochloric Acid
- pH
- Perform Physical Test Methods (TSS, TDS, VSS methods, Specific Gravity and Free Liquid)

Jan. 2013-
Feb 2014

Demil Tech III

- Develop and perform initial startup, commissioning, and system function tests of highly specialized agent monitoring networks (Miniature Continuous Air Monitoring System [MINICAMS] and Depot Area Air Monitoring System [DAAMS]).
- Develop instrument and method inspection criteria and performs routine operations and maintenance in support air monitoring branch requirements.
- Develop sampling plans or work orders to facilitate routine maintenance, corrective maintenance or waste sampling using specialized collection equipment.
- Develop and control agent and non-agent monitoring systems maintenance programs (e.g. Maximo) and plans for the PCAPP Laboratory.
- Develop and implement routine sample collection schedules to support process operations, where applicability, reasonableness and accuracy require critical thinking skills.
- Provide technical input, recommendations, equipment justifications and schedule parameters to PCAPP management regarding work flow management and staff resources to support air monitoring objectives.
- Develop and implement new procedures or modifications for MINICAMS, DAAMS and sampling operations to improve sampling efficiency and sample turnaround without negatively impacting client expectations.
- Train and mentor junior staff members to complete project objectives pertaining to air monitoring and control system processes.
- Subject matter expert and evaluator by assigning and reviewing work of less experienced staff members; effectively prioritizes work assignments and schedules, and adapts plans to meet daily challenges.
- Demonstrate knowledge of theory behind monitoring and sample collection system by creatively troubleshooting and correctly interpreting results with minimal supervision to resolve undocumented technical challenges.
- Perform complex analysis to check accuracy, applicability, and reasonableness of project work to meet project technical requirements and laboratory data quality objectives.
- Perform self-aid or buddy-aid as required.

Oct. 2001-
Apr. 2012

Southwest Research Institute Certified Analytical Laboratory Technician

Pine Bluff, AR

- Receive and analyze samples from Air Monitoring
- Coordinate distribution of samples to the Air Monitoring Department for daily sampling
- Initiate chain of custody paperwork for sample analysis
- Certify and clean solid sorbent sampling tubes for use in the field using high temperatures
- Prepare reagents for use in wet chemistry and extractions.
- Prepare quality control samples for GC analysis
- Operate, calibrate, troubleshoot and perform maintenance on Gas Chromatograph (GC-FPD) and Mass Selective Detector (GC-MSD) utilizing Chemstation.
- Analyze field and quality control samples on GC-FPD and GC-MSD.
- Analyze process samples for pH, specific gravity, density, viscosity, corrosivity, free liquids, reactivity, organics, free chlorine, percent caustic, and other constituents as needed.
- Compile data packages for warehouse storage.
- Obtain equipment and supplies from warehouse and transport them for use in the laboratory.
- Perform checks on fume hoods, refrigerator alarms, safety and first aid stations, decontamination stations, analytical balances, and gas cylinders for safety and pressure.
- Clean glassware and work station.
- Perform aqueous and solid extractions on samples brought in from the field to make sure they are agent

free.

- Generate, compile and review data produced daily.

Certified Continuous Emissions Monitoring System (CEMS) Technician

- Ran daily validations on analyzers (Manual & Automatic) and visually verify validation's gases
- Ran Cylinder Gas Audit (CGA) Ran Response Time Test
- Calibrated analyzers when needed
- Responded to alarms and malfunctions for the following analyzers:
 - Thermo Environmental SO2 Analyzer
 - Thermo Environmental NO-NO2-NOX Analyzer
 - Servomex O2 Analyzer
 - Siemens CO-CO2 Analyzer
 - Rosemont In-situ O2 Analyzer

Certified Process Analysis Monitoring Systems Technician (PAMS)

- Ran daily validations on analyzers (Manual & Automatic) and visually verify validation's gases
- Ran Absolute Calibration Audit (ACA)
- Ran Response Time Test Calibrated analyzers when needed
- Responded to alarms and malfunctions for the following analyzers:
 - Teledyne O2 Analyzer
 - Teledyne CO & CO2 Analyzer
 - Thermo Environmental CO Analyzer
 - Yokogawa In-situ Analyzer

Certified Air Monitoring Technician

- Certified Automatic Continuous Air Monitoring System (ACAMS) Technician
 - Conducted daily challenges on ACAMS
 - Calibrated, maintained and changed out ACAMS when needed
 - Troubleshoot problems that arose with ACAMS
 - Responded to malfunctions and alarms for ACAMS
- Certified Life Support System (LSS) Air Technician
 - Tested LSS Air for Oil & Particulates using air filter
 - Checked LSS Air for CO, CO2 & O2 content using Drager tubes and air monitors
- Certified Depot Area Air Monitoring System (DAAMS) Technician
 - Set out and retrieved DAAMS tubes
 - Changed out DAAMS sequencers when needed

Apr.1998-
Apr. 2001

Tyson Foods, Inc. **Production Supervisor**

Pine Bluff, AR

- Supervised and provided performance reviews for 25-45 employees
- Processed chicken from raw state to final cooked product
- Oversaw the packaging of the final cooked chicken product
- Conducted monthly safety meetings
- Investigated any accidents that employees experienced
- Handled disciplinary actions up to and including terminations
- Tracked clock-in/out times weekly and followed up on and corrected any irregularities
- Responsible for all attendance, attendance reports, and disciplinary actions resulting from attendance issues
- Knowledge of HACCP procedures

TRAINING

Battelle Memorial Institute
Agilent Technologies-GC/MSD ChemStation & Instrument Operations
Markes Ultra and Unity Training

CERTIFICATIONS: **Southwest Research Institute**
Laboratory Analytical Training-1 (General Laboratory Procedures)
Laboratory Analytical Training-2 (Gas Chromatograph)
Laboratory Analytical Training-4 (GC/MS)
SORT-O, SORT-A & HAZWOPER
Toxic Area Protection (TAP) Certification
Laboratory Essentials Training
Laboratory Monitoring Training-1(Sampling and DAAMS), Training-2 (ACAMS), and Training-3(CEMS)
Scaffolding User Training
Site Laboratory Essentials, Quality Control, Monitoring, and Non-Surety Chemical Materials Training
Plant Systems Designs Training
Lock-out/Tag-out energy dissipation program Training
Certified in First Aid, CPR, and Artificial External Defibrillator
Compressed Gas/ Regulator Safety Training
Deactivation, Metal Parts, and Liquid Incinerator Furnace Training

Tyson Foods, Inc.
First Line Leadership for Supervisors Training
Leadership Applications Workshop

SKILLS: Proficient with Microsoft Outlook, Word, and Internet Explorer
Experienced with Windows
Familiar with Microsoft Excel

ACHIEVEMENTS: Environmental Leadership Committee Member
Contributed to efforts resulting in the receipt of 10-year Safety Award (No lost time accidents)
Contributed to efforts resulting in receipt of Triad Award

References available upon request



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 14, 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 APPOINTMENTS BY THE MAYOR OF TED HERNANDEZ AND LARRY COOK TO THE BANDERA SPECIAL IMPROVEMENT MAINTENANCE DISTRICT ADVISORY COMMITTEE

SUMMARY:

This Resolution appoints individuals to the Bandera Special Improvement Maintenance District Advisory Committee.

PREVIOUS COUNCIL ACTION:

City Council has made appointments to the Bandera Special Improvement Maintenance District Advisory Committee. 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 Incumbent Rosalie Vigna moving out of the subdivision and the need for official appointment of Larry "Bob" Cook there are two appointments available to serve on the Bandera Special Improvement Maintenance District Advisory Committee.

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

RESOLUTION NO. 14827

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF TED HERNANDEZ AND LARRY COOK TO THE
BANDERA SPECIAL IMPROVEMENT MAINTENANCE
DISTRICT ADVISORY COMMITTEE

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Ted Hernandez and Larry "Bob" Cook to the Bandera Special Improvement Maintenance District Advisory Committee; NOW, THEREFORE,

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

SECTION 1.

The appointment by the Mayor of the following individuals to the Bandera Special Improvement Maintenance District Advisory Committee, shall be and is hereby confirmed by the City Council.

TED HERNANDEZ

LARRY "BOB" COOK

SECTION 2.

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

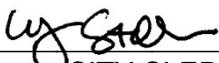
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: March 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Monday, February 28, 2022 3:45:47 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE 2/28/2022

BOARD OR COMMISSION Bandera Blvd Special Improvement Maintenance District
Advisory Committee

Do you own property in the Bandera Special Improvement Maintenance District? Yes

What type of property do you own in the Bandera Special Improvement Maintenance District? Residential

What is the address of the property you own in the Bandera Special Improvement Maintenance District? 5132 Sonoma Drive

Contact Information

FIRST NAME Larry

LAST NAME Cook

HOME ADDRESS 5132 Sonoma Drive

CITY Pueblo

STATE CO

| | |
|--|---|
| ZIP | 81005-3928 |
| OFFICE ADDRESS | <i>Field not completed.</i> |
| CITY | <i>Field not completed.</i> |
| STATE | <i>Field not completed.</i> |
| ZIP | <i>Field not completed.</i> |
| DAYTIME PHONE | 307-389-8603 |
| E-MAIL ADDRESS | bandbcook04@gmail.com |
| ARE YOU CURRENTLY EMPLOYED WITH THE CITY OF PUEBLO? | NO |
| OCCUPATION (or if RETIRED, your previous occupation) | Natural Gas Company Electrical and Instrumentation Technical Specialist |

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. | In my 40+ years of working in the natural gas industry I worked with operational, maintenance and project budgets pertaining to various company locations and services. Teamwork was also one required function of everybody. |
| 2. Why are you interested in being appointed to this Board or Commission? | My wife and I have been involved with the El Camino HOA since moving here eight years ago and have seen the positive impact the the HOA has had upon our subdivision. Since a portion of the Bandera SIMD resides within and also along the western entrance of El Camino, these two entities need to complement each other in terms of appearance and functionality. Since I regularly attend the HOA meetings anyway, what better opportunity would one have than to be a part of the decision making process to accomplish this than to be a member of the SIMD. |
| 3. What Goals would you like to see this Board or Commission accomplish? | 1.) I would like to see the Bandera Boulevard right-aways on either side of Highway 78 (Northern) mowed more frequently in the summer time as they begin to look a little shaggy long before they are mowed. 2.) I think we need to start replacing more of the trees that are |

cut down rather than just leaving the old cutoff stumps in place.

I realized that both of these items are subject to budgetary constraints that will have to be observed but it would be a start.

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.](#)

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Thursday, February 17, 2022 11:42:14 AM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE 2/17/2022

BOARD OR COMMISSION Bandera Blvd Special Improvement Maintenance District
Advisory Committee

Contact Information

FIRST NAME Ted

LAST NAME Hernandez

HOME ADDRESS 5526 Venezia Way

CITY Pueblo

STATE Colorado

ZIP 81005

OFFICE ADDRESS *Field not completed.*

CITY *Field not completed.*

STATE *Field not completed.*

ZIP *Field not completed.*

DAYTIME PHONE *Field not completed.*

E-MAIL ADDRESS *Field not completed.*

ARE YOU CURRENTLY EMPLOYED WITH NO

THE CITY OF
PUEBLO?

OCCUPATION (or if
RETIRED, your
previous occupation)

Business Owner

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.

Business owner in Pueblo. Denver, Colorado Springs and Fort Collins Co. for 20 years. I was born and raised in Pueblo and have lived in the Ventana neighborhood for 15 and a half years. I care deeply about my community and the way it looks.

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

I believe that living in Ventana and a tax contributor to the Bandera district that I would be most effective in serving my neighborhood.

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

Maintain the beauty and accountability to the contributors.

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

I'm available and willing to work diligently with the committee.

(Section Break)

Upload résumé,
references and/or other
pertinent information

Field not completed.

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



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 14, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director of Aviation

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE UNITED STATES FOREST SERVICE AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, FOR THE RELEASE OF THE FIRE FIGHTING RELOAD BASE, ALSO KNOWN AS THE TANKER BASE RELOAD PIT, CONSISTING OF TWO STORAGE TANKS, PUMPING MECHANISMS, AND ASSOCIATED ELECTRICAL UTILITIES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves an Agreement with the United States Forest Service ("USFS") for the transfer of the Fire Fighting Reload Base, also known as the tanker base reload pit, ("Base") at the Pueblo Memorial Airport to the City of Pueblo.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The USFS installed the Base in 2005 to aid the USFS with fire-fighting services in the region and is used to reload airplanes with fire retardant during the fire season. The USFS no longer needs the Base and further wishes to disclaim all interest in the Base. With regards to the installation and use of the Base, there was a mutual understanding and agreement between the parties that the USFS had the right to use the Base as long as it needed the Base and in accordance with law and subject to reasonable regulation and involvement by the City.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Base will remain the property of the USFS and will go unused.

RECOMMENDATION:

The Department of Aviation recommends approval of this Ordinance.

Attachments:

Proposed Ordinance

Agreement between the United States Forest Service and City of Pueblo

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE UNITED STATES FOREST SERVICE AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, FOR THE RELEASE OF THE FIRE FIGHTING RELOAD BASE, ALSO KNOWN AS THE TANKER BASE RELOAD PIT, CONSISTING OF TWO STORAGE TANKS, PUMPING MECHANISMS, AND ASSOCIATED ELECTRICAL UTILITIES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the United States Forest Service (“USFS”) installed the Fire Fighting Reload Base (“Base”) in 2005 to aid the USFS with fire-fighting services in the region and is used to reload airplanes with fire retardant during the fire season; and

WHEREAS, the USFS no longer needs the Base and further wishes to disclaim all interest in the Base; NOW, THEREFORE,

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

SECTION 1.

The Agreement between the United States Forest Service and the City of Pueblo (“Agreement”) regarding the Fire-Fighting Reload Base at the Pueblo Municipal Airport, 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, 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.

Upon the effective date of this Agreement, the Base will remain at the Pueblo Memorial Airport and become the sole property of the City at no cost to the City, USFS disclaiming all further interest in the Base. All ownership, control, and possession of the Base will transfer in full to City upon execution of this Agreement, and USFS will have no further right to use or interest in the Base.

SECTION 4.

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 therein.

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

**AGREEMENT BETWEEN THE UNITED STATES FOREST
SERVICE AND THE CITY OF PUEBLO
Pueblo Memorial Airport
Fire Fighting Reload Base**

This Agreement regarding the Fire-Fighting Reload Base at the Pueblo Municipal Airport (“Agreement”) is entered into this 14th day of March, 2022, by and between the City of Pueblo, a Municipal Corporation, (“City”) with an address of 1 City Hall Place, Pueblo, Colorado 81003, and the United States Forest Service (“USFS”), with an address of 240 West Prospect Road, Fort Collins, Colorado 80526, collectively referred to as the “Parties” or individually as a “Party.”

1. Purpose

The City and USFS have entered into this Agreement to set forth the understandings and terms of the parties with respect to the Fire Fighting Reload Base, also known as the tanker base reload pit, and consisting of two storage tanks, pumping mechanisms, and associated electrical utilities (“Base”), located adjacent to office space at the Pueblo Memorial Airport (“Airport”) as depicted in Exhibit “A”, attached hereto and made a part hereof. The USFS installed the Base in 2005 to aid the USFS with fire-fighting services in the region and is used to reload airplanes with fire retardant during the fire season. The USFS no longer needs the Base and further wishes to disclaim all interest in the Base.

2. Mutual Understandings

2.1 The parties hereby mutually agree as follows:

2.1.1 That with regards to the installation and use of the Base, there was a mutual understanding and agreement between the parties that the USFS had the right to use the Base as long as it needed the Base and in accordance with law and subject to reasonable regulation and involvement by the City.

2.1.2 Upon termination of USFS use of the Base, the USFS retained the right to remove the Base within a reasonable time and restore the Airport property to its original condition at no cost to City.

2.2 Prior to execution of this Agreement, the USFS shall remove all USFS-owned personal property not attached to the Base.

2.3 USFS has removed all fire retardant from the Base and is not aware of any issues at the Base requiring repair as of the date of its execution of this Agreement.

2.4 Upon the effective date of this Agreement, the Base will remain on the Airport and become the sole property of the City at no cost to the City, USFS disclaiming all further interest in the Base. All ownership, control, and possession of the Base will

transfer in full to City upon execution of this Agreement, and USFS will have no further right to use or interest in the Base.

- 2.5 Subject to the other provisions of this Agreement, upon execution of this Agreement, the City shall accept the Base “as is” and relieve the USFS of any obligation to remove the Base or restore Airport property to its original condition.

3. Requirements and Regulations

- 3.1 The USFS covenants and warrants consistent with 42 U.S.C. § 9620(h)(3)(A)(ii) regarding any hazardous substances on the Base:

- 3.1.1 Before the execution of this Agreement, the USFS shall take all remedial action necessary to protect human health and the environment with respect to any hazardous substance on the Base; and

- 3.1.2 After execution of this Agreement, the USFS shall conduct any additional remedial actions related to hazardous substances located on the Base as of the date of this Agreement’s execution necessary to protect human health and the environment and the City shall provide the USFS with access to the Base to take these remedial actions.

4. Non-Fund Obligation Document

Nothing in this Agreement authorizes the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds requires execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This Agreement does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law. Each party operates under its own laws, regulations, and policies, subject to the availability of appropriated funds.

5. No Third Party Beneficiary Rights

Except as otherwise stated, this Agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law.

6. Term of Agreement

This Agreement will become effective upon receipt of the last required signature.

7. Authorized Representatives of The Parties

Each party shall designate a representative who is authorized to act on its behalf with respect to those functions and responsibilities reserved herein for authorized representatives of the parties. Either party may change the designation of its authorized representative upon oral notice given to the other, confirmed by written notice. Authorized representatives shall not have the authority to change any terms or conditions of this MOU.

8. Uncontrollable Forces

No party shall be considered to be in default in performance of any of its obligations under this Agreement when a failure of performance is due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including, but not restricted to, failure or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority or action or non-action by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence and foresight such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it is involved. Any party rendered unable to fulfill any obligation under this Agreement by reason of uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

9. Notices

Any notice, demand, or request pursuant to this Agreement shall be in writing and effective when delivered in person, sent by either registered or certified mail, or sent by national overnight delivery service, postage prepaid, and addressed to the other party's principal offices.

9.1 Notices to the USFS shall be sent (by U.S. Postal Service) to: Michael Spink, Zone Aviation Officer, Forest Service, 2840 Kachina Drive, Pueblo, Colorado 81008, or such other person or agency as the USFS might hereafter designate in a signed writing.

9.2 Notices to the City shall be sent (by U.S. Postal Service) to the: City of Pueblo, Pueblo Memorial Airport, 31201 Bryan Circle, Pueblo, Colorado 81001, with a copy to the City of Pueblo, Law Department, 1 City Hall Place, Pueblo, CO 81003.

10. Waivers

Any waiver at any time by a party of its rights with respect to a default, or any other matter arising under or in connection with this Agreement, shall not be deemed to be a waiver with respect to any subsequent default or matter.

11. Binding Obligations

All of the obligations set forth in this Agreement shall bind the parties and their successors, and such obligations shall run with the parties' rights, titles, interests, and with all of the interests of each party to this Agreement.

12. Integrations, Severability, Amendment, and Counterparts

This Agreement represents the entire agreement between the parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

13. Electronic Signatures

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

14. Effect of Section Headings

Section heading titles appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

15. Governing Law

This Agreement shall be construed and interpreted in accordance with federal law.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the last date of signature.

DATED THIS _____ day of _____, 2022.

[S E A L]

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

ATTEST: _____
City Clerk

By _____
Nicholas A. Gradisar, Mayor

Approved as to form:

City Attorney

UNITED STATES FOREST SERVICE
ROCKY MOUNTAIN REGION

By _____
James C. Pitts, Deputy Forest Supervisor
Pike & San Isabel National Forest

EXHIBIT A
FIRE FIGHTING RELOAD BASE



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 14, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Bryan Gallagher, Director, Housing and Citizen Services

SUBJECT: AN ORDINANCE AMENDING ORDINANCE NO. 9951, THE CITY OF PUEBLO'S FIVE-YEAR 2020-2024 CONSOLIDATED PLAN AND THE 2020 ANNUAL ACTION PLAN, INCREASING THE AUTHORIZED COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET BY \$40,000 TO \$1,832,425

SUMMARY:

Ordinance No. 9951 was adopted on June 14, 2021, however, due to a calculation error, the total amount of Community Development Block Grant funding for projects listed in Section 4 of the ordinance did not reflect the actual total amounts of funding. The text of Section 4 of the original ordinance shall be replaced to reflect the correct total amounts of funding needed and available to complete the approved projects.

PREVIOUS COUNCIL ACTION:

The City Council approved Ordinance No. 9951, accepting the Five-Year Consolidated Plan and 2020 Annual Action Plan.

BACKGROUND:

The City of Pueblo is an entitlement city under the Community Development Block Grant ("CDBG") and the HOME Investment Partnership Act ("HOME") grant. Each entitlement city complete and submit a five-year consolidated plan and annual action plan prior to receiving grant funding. This plan must outline the housing and public service needs of the low to moderate-income community, with special emphasis on the targeted populations (homeless, disabled, seniors, youth, etc.), as established through feedback from local agencies, stakeholder sessions, the general public, studies and other existing plans.

This ordinance amendment will allow for accounting adjustments to carry out the authorized Community Development Block Grant projects.

FINANCIAL IMPLICATIONS:

No additional funding is being received. The amended ordinance will now reflect the correct balance for the authorized CDBG projects of \$1,832,425.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, available grant funding will not be utilized.

RECOMMENDATION:

The Department of Housing and Citizen Services recommends approval of the Ordinance.

Attachments:

Ordinance No. 9951

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 9951, THE CITY OF PUEBLO'S FIVE-YEAR 2020-2024 CONSOLIDATED PLAN AND THE 2020 ANNUAL ACTION PLAN, INCREASING THE AUTHORIZED COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET BY \$40,000 TO \$1,832,425

WHEREAS, the City of Pueblo is a designated entitlement city under the Housing and Community Development Act of 1974; and

WHEREAS, the City of Pueblo adopted Ordinance No. 9951, approving the 2020-2024 Consolidated Plan and 2020 Action Plan; and

WHEREAS, the City's Department of Housing and Citizen Services has completed the required plan, outlining the needs and priorities of the City, and the strategies to be undertaken to help address the expressed needs; and

WHEREAS, an amendment to Ordinance No. 9951 is needed to implement the 2020 Annual Action Plan; NOW, THEREFORE,

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

SECTION 1.

The City of Pueblo's 2020 Annual Action Plan, as amended and attached hereto, is hereby approved, adopted, and incorporated herein.

SECTION 2.

The text of Section 4 of Ordinance No. 9951 is hereby deleted in its entirety and replaced by the following:

Community Development Block Grant funds in the amount of \$1,832,425.00, which includes \$309,795.90 in prior year funding from 2016 and \$48,955.10 in prior year funding from 2017, and HOME funds in the amount of \$947,524.89, which includes \$33,102.89 in recaptured funds from the homebuyer program and \$75,000.00 in matching funds previously budgeted and appropriated within the 2020 City of Pueblo Annual Budget, and \$1,364,499.00 in Community Development Block Grant CARES Act funds, are hereby budgeted and appropriated for the projects and in the amounts set forth in the 2020 Annual Action Plan, a copy of the recommended projects for said plan herein included as Attachment 1.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

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

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

ORDINANCE NO. 9951

AN ORDINANCE APPROVING AND ADOPTING THE CITY OF PUEBLO'S FIVE-YEAR 2020-2024 CONSOLIDATED PLAN AND THE 2020 ANNUAL ACTION PLAN, WHICH ESTABLISH THE NEEDS AND PRIORITIES OF THE CITY AND PROVIDE STRATEGIES TO MEET THOSE NEEDS, AS REQUIRED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND AUTHORIZING THE MAYOR TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Pueblo is a designated entitlement city under the Housing and Community Development Act of 1974; and

WHEREAS, entitlement cities are required to complete a Five-Year Consolidated Plan for consideration of funding approval; and

WHEREAS, the City's Department of Housing and Citizen Services has completed the required plan, outlining the needs and priorities of the City, and the strategies to be undertaken to help address the expressed needs; and

WHEREAS, a copy of the 2020-2024 Five-Year Consolidated Plan, which contains the 2020 Annual Action Plan, was made available to the general public for a 30-day public comment period. All public comments having been incorporated into the Plan; NOW, THEREFORE,

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

SECTION 1.

The City of Pueblo's Five-Year 2020-2024 Consolidated Plan and 2020 Annual Action Plan, copies of which have been previously distributed to members of City Council, and the original having been on file in the City Clerk's Office for public comment, are hereby approved, adopted, and incorporated herein.

SECTION 2.

The City Council hereby finds and determines that the City of Pueblo's 2020 Annual Action Plan listing projects and programs for funding from CDBG and HOME federal funds has been developed so as to give maximum feasible priority to activities which will benefit low- to moderate-income families and/or aid in the prevention or elimination of slums and blight, as required by the U.S. Department of Housing and Urban Development.

SECTION 3.

The Mayor is hereby authorized to submit, in the name of the City of Pueblo, the Application (SF-424 and SF424D), the Five-Year 2020-2024 Consolidated Plan, and 2020 Annual Action Plan, together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development for \$1,473,674 in new Community Development Block Grant funds, \$839,604 in new HOME funds, and \$1,364,499 in new Community Development Block Grant CARES Act funds.

SECTION 4.

Community Development Block Grant funds in the amount of \$1,792,425, which includes \$309,795.90 in prior year funding from 2016 and \$8,955.10 in prior year funding from 2017, and HOME funds in the amount of \$947,524.89, which includes \$33,102.89 in recaptured funds from the homebuyer program and \$75,000 in matching funds previously budgeted and appropriated within the 2020 City of Pueblo Annual Budget, and \$1,364,499 in Community Development Block Grant CARES Act funds are hereby budgeted and appropriated for the projects and in the amounts set forth in the 2020 Annual Action Plan, a copy of the recommended projects for said plan herein included as Attachment 1.

SECTION 5.

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 6

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

SECTION 7.

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

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Signature Page to Follow

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 24, 2021.

Final adoption of Ordinance by City Council on June 14, 2021.

Lawrence W. Aterias
President of City Council

Action by the Mayor:

Approved on June 15, 2021.

Disapproved on _____ based on the following objections:

Nilda Leal
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

[Signature]
City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 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 APPROVING A STORMWATER FACILITY MAINTENANCE AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUBLIC SERVICE CO OF COLORADO, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND ACCEPTING A RELATED EASEMENT AND RIGHT-OF-WAY FOR THE PURPOSE OF DRAINAGE DETENTION AND DRAINAGE UTILITIES

SUMMARY:

This Ordinance approves a Stormwater Facility Maintenance Agreement with the City of Pueblo and Public Service Co of Colorado and accepts an easement granted by Public Service Co of Colorado for the purpose of water quality.

PREVIOUS COUNCIL ACTION:

On September 23, 2019, Council passed Ordinance No. 9560, amending chapter 5 of title VII, chapters 4 and 6 of title XII, and chapter 12 of title XVI of the Pueblo Municipal code relating to needed amendments to meet the minimum requirements of the MS4 permit. .

BACKGROUND:

This parcel of real property located at 615 West Street, Pueblo, CO 81003 is required to have a water quality facility installed per the City of Pueblo's MS4 permit requirements. This easement and Stormwater Facility Maintenance Agreement will provide assurances that the water quality facility continues to function properly.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Alternatives No. 1 – No action

Under this alternative, the detention facility could still be built but there would be no legal assurance to prevent improvements from being built in the detention facility. Such improvements could hinder or prevent operation of the detention facility thus, potentially causing detrimental stormwater impacts to the properties and citizens downstream. Without the Stormwater Facility Maintenance and easement, the City of Pueblo would be in violation of the MS4 permit requirements regulated by the Colorado Department of Public Health & Environment.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:

Stormwater Facility Maintenance Agreement
DPW-110 (Easement)

ORDINANCE NO. _____

AN ORDINANCE APPROVING A STORMWATER FACILITY MAINTENANCE AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUBLIC SERVICE CO OF COLORADO, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND ACCEPTING A RELATED EASEMENT AND RIGHT-OF-WAY FOR THE PURPOSE OF DRAINAGE DETENTION AND DRAINAGE UTILITIES

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

SECTION 1.

The Stormwater Facility Maintenance Agreement between Public Service Co of Colorado (“Developer”) and the City of Pueblo and (the “Agreement”), a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Agreement in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

Consistent with and related to the Agreement, Developer has granted an easement and right-of-way for drainage detention and drainage utilities to the City of Pueblo. The Easement and Right-of-Way granted, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted.

SECTION 3.

The City Clerk is directed to cause said Agreement and Easement and Right-of-Way to be both recorded in the office of the Pueblo County Clerk and Recorder forthwith. The recording fees for same to be paid for by the Developer.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or desirable to implement the transactions described therein.

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

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

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

EASEMENT AND RIGHT OF WAY

(Facilities To Be Installed And Maintained By Grantor)

THIS EASEMENT, granted this 12th day of October, 2021, by Public Service Co of Colorado, Grantor, to Pueblo, a Municipal Corporation, Grantee:

WITNESSETH:

THAT IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by the Grantee, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, an easement and right of way for the purpose of stormwater utility and maintenance purposes, in, through, over, under and across Grantor's property situated in Pueblo County, Colorado described in the attached Exhibit "A" (the "Property").

Grantor shall install 15'x55' sand filter (the "Facilities") in the Property in accordance with plans and specifications therefore approved by, and on file with Grantee, and, thereafter, Grantor shall maintain the Facilities in good working order and condition, and repair and replace the Facilities.

Grantee shall have the right at its option (but not the obligation) to inspect, control, maintain, repair and replace the Facilities and recover all costs and expenses thereof plus an administrative charge of 15% from the Grantor. For such purposes, Grantee is granted the right to enter upon the Property and adjoining property of Grantor. Failure of Grantee to inspect, control, maintain, repair or replace the Facilities shall not subject the Grantee to any liability for such failure.

Grantor reserves the right to use and occupy the Property for any purpose not inconsistent with the privilege above granted and which will not interfere with or endanger any equipment or facilities therein or use thereof. Such reservation by the Grantor shall in no event include the right to locate or erect or cause to be located or erected on the Property any building or any other structure or manufactured or mobile home or trailer unit.

Grantor warrants to Grantee that Grantor (a) has good and sufficient right and title in and to the Property and full power to grant this easement and right-of-way, and (b) will defend Grantee's quiet and peaceful possession of the Property and easement and right-of-way against all persons who may lawfully claim title to the Property.

"Grantee" shall include the plural and the feminine. This Easement and Right of Way shall be binding upon, and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the Grantor and Grantee.

SIGNED this 12th day of October, 2021.

GRANTOR:
By: 

ACKNOWLEDGEMENT
(For a Corporation)

State of Minnesota)
)ss
County of Hennepin)

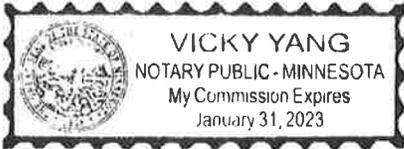
The foregoing instrument was acknowledged before me this 15 day of October, 2021 by Matt
Boelle of Public Service Company, an agent
corporation, on behalf of the corporation.

[seal]

Vicky Yang
Notary Public

My Commission Expires:

January 31, 2023



Stormwater Maintenance Easement

EXHIBIT A

An easement for stormwater utility and maintenance purposes through a portion of the N 1/2 NE 1/4 of Section 36, Township 20 South, Range 65 West of the 6th Principal Meridian, in the City and County of Pueblo, State of Colorado, and more particularly described as follows:

BEGINNING at the Southeast corner of Lot 6, Block 21, State Addition;

Thence N89°52'19"W along the south line of said Lot 6 a distance of 22.00 feet;

Thence N00°20'20"E departing said south line a distance of 90.00 feet;

Thence S89°52'19"E a distance of 22.00 feet to a point on the east line of said Lot 6;

Thence S00°20'20"W along said east line a distance of 90.00 feet to the **POINT OF BEGINNING**.

Basis of bearing: No. 4 rebar to yellow cap on rebar, PLS No. 12933 at the Southeast corner of Block 20, State Addition. Assumed bearing S89°52'19"E a distance of 548.09 feet.

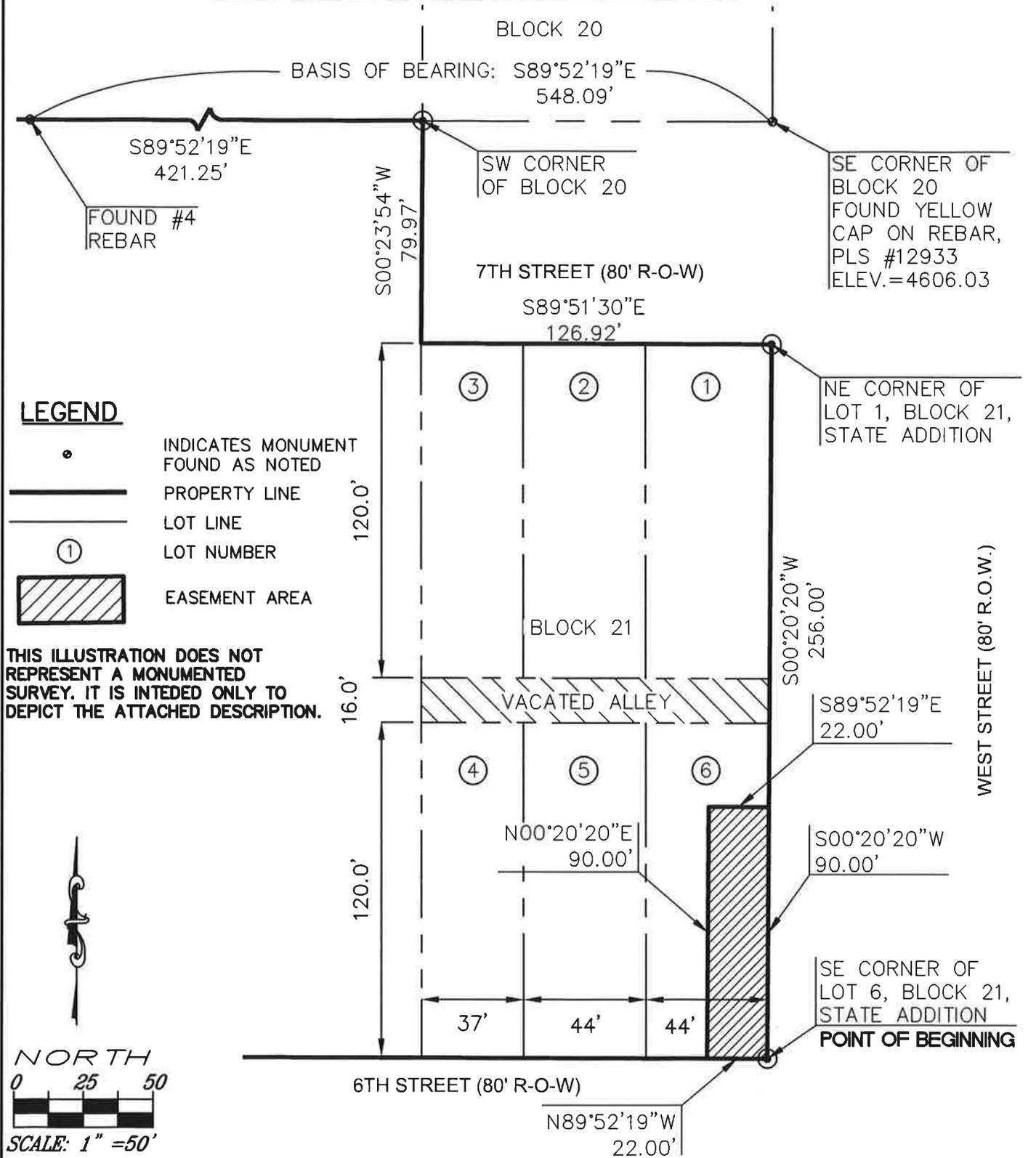
Containing 1,980 square feet (0.045 Acres), more or less.

Prepared by:



James V. Hastings, Colo. Licensed P.L.S. No. 22917
Anderson & Hastings Consultants, Inc.
7175 W. Jefferson Ave., Suite 4350
Lakewood, CO 80235
(720) 452-0520

ILLUSTRATION FOR EXHIBIT A



| | |
|--|--|
| SURVEYOR'S NAME: <i>JIM HASTINGS</i> | BASIS OF BEARING: NO. 4 REBAR TO YELLOW CAP ON REBAR, PLS NO. 12933 ASSUMED BEARING S89°52'19"E A DISTANCE OF 548.09 FEET PARCEL CONTAINS 1,980 SQ. FT. (0.045 ACRES MORE OR LESS) |
| ADDRESS: 7175 W. JEFFERSON AVE., SUITE 4350 LAKEWOOD, CO 80235 | DATE: 09/23/2021 |
| SIGNATURE: | (Signature line) |

**STORMWATER FACILITY MAINTENANCE
AGREEMENT**

This Stormwater Maintenance Agreement is entered into this 12th day of October, 2021, by and between Pueblo, a municipal corporation ("the City") and Public Service Co of Colorado (the "Owner"), and collectively referred to as the "Parties".

RECITALS

WHEREAS, Owner owns certain real property located in the City of Pueblo legally described as follows:

NE 1/4 of the NW 1/4 Section 36 Township 20 South, Range 65 West of the 6th Prime Meridian
Commencing at the point of intersection of the west line of West Street and the north line of Sixth Street, also being the Southeast corner of Block 21 as shown on the recorded plat of the
State Addition to the City of Pueblo; thence westerly along the north line of said W Sixth Street a distance of 212.53 feet more or less to the northeasterly property line of the Atchinson, Topeka and Santa
Fe Railway Co, and the point of beginning of the metes and bounds of the traverse of land herein described; thence continuing westerly along the north line of said W Sixth Street a distance of 8.65
feet to a point 10 feet northeasterly from, measured at right angles to the centerline of said railway company's track No. 110 a distance of 268.87 feet to a point; thence in a northwesterly direction
at an angle of 38 degrees 24 minutes right from the north line of said W Sixth Street and parallel with the centerline of said railway company's track No. 110 a distance of 268.87 feet to a point;
thence in a southeasterly direction at an angle of 178 degrees 53 minutes right from the last described course produced along a straight line a distance of 275.70 feet to the point of beginning.
Containing an area of 2.40 acres more or less.
Lots 1-6, Block 21, State Addition and half vacated alley adjacent formerly 05-361-07-001 and 002.
Containing an area of 0.78 acres more or less.

and more commonly known as 615 West Street Pueblo, Colorado 81003 (the "Property"); and

WHEREAS, a Drainage Report and Plan ("Plan") for the Property has been approved by the City subject to and conditioned upon faithful performance by Owner of all duties created by this Agreement; and

WHEREAS, said Plan provides for stormwater management facilities including such facilities intended to reduce, detain, convey, and manage stormwater runoff and also water quality facilities (collectively referred to as "Facilities"); and

WHEREAS, the Facilities shown on the Plan shall be constructed and adequately maintained by the Owner; and

WHEREAS, the City requires that the Owners submit an Operation and Maintenance Manual ("O & M Manual") as specified by the City.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

AGREEMENT

1. The Owner shall maintain the Facilities as described in the Plan to ensure that such Facilities are and will remain in proper working condition in accordance with the approved O & M Manual and other applicable legal requirements. Maintenance shall include, but not be limited to, routine landscaping, sediment removal, repair, reconstruction, or replacement of the Facilities as necessary to meet the requirements of this Agreement.
2. The maintenance of the Facilities shall be performed in accordance with the O & M Manual for the Facilities.

3. The Owner shall cause the inspections of the Facilities to be conducted as follows:
 - a. The Owner agrees to cause inspections of the Facilities, at the Owner's expense at least once every calendar year.
 - b. An inspection report for the facilities shall be submitted in writing to the City for each calendar year by no later than April 1st of the following year. The inspection report shall be in accordance with the requirement set forth in the O & M Manual.
 - c. The Owner agrees to perform promptly all needed maintenance and repairs and report such activity to the City pursuant to the O & M Manual.
4. The Owner, hereby, grants, bargains and conveys to the City, officers, agents, and employees an easement over the Property for access from public rights-of-way, abutting private roadways, and/or private driveways, to the Facilities for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, repairing or replacing the Facilities to the extent that the Owner fails to do so and as necessary to ensure their proper working condition as provided in paragraphs one and two above.
5. In the event the Owner fails to inspect, report, or properly maintain the Facilities within thirty (30) days after written notice by the City of such deficiencies to the Owner, the City may enter upon the Property and take whatever steps it deems necessary to maintain or repair the Facilities and bill the owner for such expense plus an administrative charge of 15%. However, if the Owner's failure to properly maintain the facilities could cause damage to property, loss of life or violation of a NPDES MS-4 Permit, the City may take immediate action, without notice to the Owner, to maintain or repair the Facilities. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Facilities, and in no event shall this Agreement be considered to impose any such obligation on the City.
6. The Owner agrees that it will not at any time dedicate the Facilities to the public, to public use or to the City without the City's written consent, nor will it subdivide or convey the Property without a covenant providing that a proportional share of the cost of maintenance and other costs associated with any other of the obligations and duties contained herein runs with each subdivided part of the original tract or parcel of land.
7. In an event of emergency involving the Facilities, the City, its officers, agents, and employees may enter immediately upon the Property and take whatever reasonable steps it deems necessary to meet the emergency. The City shall notify the Owner of such emergency and entry as soon as possible but in no event later than twenty-four (24) hours after such entry. Alternatively, the City may notify the Owner by phone to take whatever reasonable action is necessary within a specified time period. Should the Owner fail to respond, or should the Owner inform the City that it intends to not respond within the specified period of time, the City, its officers, agents, and employees may enter immediately upon the emergency.
8. The City shall not pay any compensation at any time for its use of the Property in any way necessary for the inspections and maintenance of the Facilities, including access to the Facilities.

9. In the event the City, pursuant to this Agreement, performs work or expends any funds reasonably necessary for the maintenance or repair of the Facilities, including labor, equipment, supplies and materials, the Owner agrees to reimburse the City within thirty (30) days after the City gives the Owner written notice of such expense. If the Owner or its successors or assigns fail to make timely payment as required herein, interest on such payment shall accrue at the rate of 1.5% per month until paid in full.
10. Any amount owed to the City and not paid within thirty (30) days of notification shall be the joint and several obligation of any owner of record of the Property or any portions thereof served by the Facilities and any successors in interest to such owner on the date such maintenance or repair was performed.
11. The Owner, its successors, and assigns shall indemnify and hold harmless the City, its officers, agents, and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City arising out of or resulting from the construction, presence, existence of maintenance or use of the Facilities. The Owner shall notify the City when the Owner transfers its interest in the Property or any portion thereof. The Owner shall provide the City with a copy of any such deed.
12. The responsibilities and obligations of the Owner shall constitute a covenant running with the land, and shall be binding upon all present and subsequent owners, their administrators, executors, assigns, heirs, and any other successors in interest so long as they own an interest in the Property or any portion thereof served by the Facilities.
13. The Owner acknowledges that any future site plan, master plan, drainage plan or other process determined by the City to be a final plan, shall include the following language: "The property owner, its successors, and assigns shall be responsible for maintenance of the Stormwater Facilities pursuant to the Operations and Maintenance (O & M) Manual and all permanent Best Management Practices (BMPs). Requirements include, but are not limited to, installing the specified BMPs contained in the Drainage Report and Plan and maintaining the Facilities as shown in the O & M Manual as approved by the City. If the Facilities are not properly maintained, the City may provide necessary maintenance and assess the cost to the Owner of the property in accordance with the Stormwater Facility Maintenance Agreement approved by the City and recorded at the Pueblo County Clerk and Recorder's Office."
14. This Agreement shall be recorded at the Pueblo County Clerk and Recorder's Office.
15. In the event either of the Parties hereto files a lawsuit to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable costs and attorney fees.

[Remainder of this page left intentionally blank]

ACKNOWLEDGEMENT
(For a Corporation)

State of Minnesota)
County of Hennepin)ss

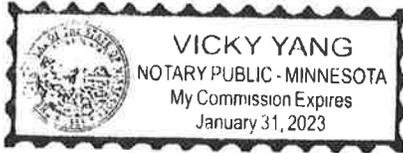
The foregoing instrument was acknowledged before me this 15 day of October 2021 by MaH
Bodille of Public Service Company, a Colorado
corporation, on behalf of the corporation.

[seal]

Vicky Yang
Notary Public

My Commission Expires:

January 31, 2023



Delegation of Authority to Act as Authorized Agent

TO: Amy Schneider, Vice President, Corporate Secretary and Securities

FROM: Darla Figoli, Executive Vice President Human Resources and Employees Services, Chief Human Resources Officer

DATE: June 1, 2021

RE: DELEGATION OF AUTHORITY TO ACT AS AGENT

In keeping with the need to conduct normal business in an expeditious manner, the following delegation of authority is provided:

1. This delegation of authority constitutes my authorization, effective October 15, 2015, as required by Company resolutions or bylaws to act on behalf of Public Service Company of Colorado (PSCo), Northern States Power Company-Minnesota (NSP-MN), Northern States Power Company-Wisconsin (NSP-WI), Southwestern Public Service Company (SPS) and Xcel Energy Services Inc. (XES) for matters related to real estate.
2. Matthew M. Boehlke, Director, Real Estate Services, is authorized to Act as an AGENT for PSCo, NSP-MN, NSP-WI, SPS and XES. Authority is granted to sign and execute agreements, contracts, deeds, license or permit applications, and other similar documents ("Agreements") in the name of PSCo, NSP-MN, NSP-WI, SPS and XES up to a value of \$500,000.00. For Agreements greater than this amount or where the Agreement is not of a routine nature, the signature of the Officer is still required.
3. Provisions of this memo will expire December 31, 2021.



Darla Figoli
Executive Vice President, Human Resources and Employee Services
Chief Human Resources Officer

Distribution:
Law Department (contract authority)
Purchasing (purchase order authority)
Accounts Payable (invoice payment authority)
Corporate Secretary Department

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of Public Service Company, a, Colorado Corporation, an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is Public Service Company of Colorado

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

The mailing address for the Entity is 1800 Larimer, Denver, CO

The name or position of the person authorized to execute instruments conveying, encumbering, or other affecting title to real property on behalf of the Entity is: Matt Boehlke, Director

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: None

(if no limitations, insert "None")

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

(if no other matters, leave this section blank)

EXECUTED this 4th day of November 2021.

Signature: [Signature]

Name (typed or printed): Matt Boehlke

Title (if any): Director, Real Estate Services

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

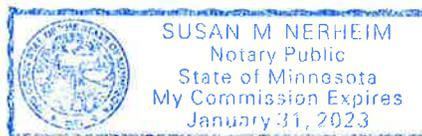
The foregoing instrument was acknowledged before me this 4th day of November,
by Matt Boehlke, on behalf of Public Service Co
a Colorado Corporation.

Witness my hand and official seal.

My commission expires: 01/31/2023

Susan M. Nerheim
Notary Public

[SEAL]





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: **March 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 APPROVING A STORMWATER FACILITY MAINTENANCE AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUEBLO COMMUNITY HEALTH CENTER, INC. A COLORADO NON-PROFIT CORPORATION. AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND ACCEPTING A RELATED EASEMENT AND RIGHT-OF-WAY FOR THE PURPOSE OF DRAINAGE DETENTION AND DRAINAGE UTILITIES

SUMMARY:

This Ordinance approves a Stormwater Facility Maintenance Agreement with the City of Pueblo and Pueblo Community Health Center, Inc. a Colorado Non-profit Corporation and accepts an easement granted by Pueblo Community Health Center, Inc. a Colorado Non-profit Corporation for the purpose of water quality.

PREVIOUS COUNCIL ACTION:

On September 23, 2019, Council passed Ordinance No. 9560, amending chapter 5 of title VII, chapters 4 and 6 of title XII, and chapter 12 of title XVI of the Pueblo Municipal code relating to needed amendments to meet the minimum requirements of the MS4 permit. .

BACKGROUND:

This parcel of real property located at 1322 E 8th St, Pueblo, CO 81001 is required to have a water quality facility installed per the City of Pueblo's MS4 permit requirements. This easement and Stormwater Facility Maintenance Agreement will provide assurances that the water quality facility continues to function properly.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Alternatives No. 1 – No action

Under this alternative, the detention facility could still be built but there would be no legal assurance to prevent improvements from being built in the detention facility. Such improvements could hinder or prevent operation of the detention facility thus, potentially causing detrimental stormwater impacts to the properties and citizens downstream. Without the Stormwater Facility Maintenance and easement, the City of Pueblo would be in violation of the MS4 permit requirements regulated by the Colorado Department of Public Health & Environment.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:

Stormwater Facility Maintenance Agreement
DPW-110 (Easement)

ORDINANCE NO. _____

AN ORDINANCE APPROVING A STORMWATER FACILITY MAINTENANCE AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUEBLO COMMUNITY HEALTH CENTER, INC. A COLORADO NON-PROFIT CORPORATION, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND ACCEPTING A RELATED EASEMENT AND RIGHT-OF-WAY FOR THE PURPOSE OF DRAINAGE DETENTION AND DRAINAGE UTILITIES

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

SECTION 1.

The Stormwater Facility Maintenance Agreement between Pueblo Community Health Center, Inc. a Colorado Non-profit Corporation (“Developer”) and the City of Pueblo and (the “Agreement”), a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Agreement in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

Consistent with and related to the Agreement, Developer has granted an easement and right-of-way for drainage detention and drainage utilities to the City of Pueblo. The Easement and Right-of-Way granted, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted.

SECTION 3.

The City Clerk is directed to cause said Agreement and Easement and Right-of-Way to be both recorded in the office of the Pueblo County Clerk and Recorder forthwith. The recording fees for same to be paid for by the Developer.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or desirable to implement the transactions described therein.

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

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

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

EASEMENT AND RIGHT OF WAY

(Facilities To Be Installed And Maintained By Grantor)

THIS EASEMENT, granted this 9th day of December, 2021, by
Pueblo Community Health Center, Inc., Grantor, to Pueblo, a Municipal Corporation, Grantee:
a Colorado Non-Profit Corporation

WITNESSETH:

THAT IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by the Grantee, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, an easement and right of way for the purpose of drainage utilities, in, through, over, under and across Grantor's property situated in Pueblo County, Colorado described in the attached Exhibit "A" (the "Property").

Grantor shall install drainage facilities
(the "Facilities") in the Property in accordance with plans and specifications therefore approved by, and on file with Grantee, and, thereafter, Grantor shall maintain the Facilities in good working order and condition, and repair and replace the Facilities.

Grantee shall have the right at its option (but not the obligation) to inspect, control, maintain, repair and replace the Facilities and recover all costs and expenses thereof plus an administrative charge of 15% from the Grantor. For such purposes, Grantee is granted the right to enter upon the Property and adjoining property of Grantor. Failure of Grantee to inspect, control, maintain, repair or replace the Facilities shall not subject the Grantee to any liability for such failure.

Grantor reserves the right to use and occupy the Property for any purpose not inconsistent with the privilege above granted and which will not interfere with or endanger any equipment or facilities therein or use thereof. Such reservation by the Grantor shall in no event include the right to locate or erect or cause to be located or erected on the Property any building or any other structure or manufactured or mobile home or trailer unit.

Grantor warrants to Grantee that Grantor (a) has good and sufficient right and title in and to the Property and full power to grant this easement and right-of-way, and (b) will defend Grantee's quiet and peaceful possession of the Property and easement and right-of-way against all persons who may lawfully claim title to the Property.

"Grantee" shall include the plural and the feminine. This Easement and Right of Way shall be binding upon, and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the Grantor and Grantee.

SIGNED this 10th day of December, 2021

GRANTOR:

By: Donald Moore

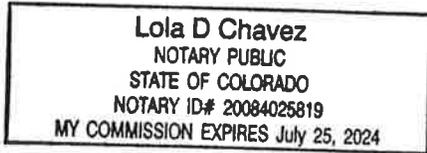
Donald Moore, CEO of
Pueblo Community Health Center, Inc.,
a Colorado Non-Profit Corporation

ACKNOWLEDGEMENT
(For a Corporation)

State of Colorado)
)ss
County of Pueblo)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by Donald Moore, CEO of Pueblo Community Health Center, Inc., a Colorado Non-Profit Corporation corporation, on behalf of the corporation.

[seal]



Lola D. Chavez
Notary Public
My Commission Expires:
07/25/2024

EXHIBIT "A"

EASEMENT A:

AN EASEMENT LOCATED IN A PORTION OF THE SW ¼ OF THE SW ¼ SECTION 29 AND THE SE ¼ OF THE SE ¼ OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO AND STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS THE MONUMENT LINE IN NORTH LA CROSSE STREET BETWEEN EAST 7TH STREET AND EAST 9TH STREET, MONUMENTED ON BOTH ENDS WITH A LEAD AND TACK IN A RANGE BOX, TO BEAR N. 00°25'28" W. AND ALL BEARINGS BEING RELATIVE THERETO.

COMMENCING AT THE CENTERLINE RIGHT-OF-WAY MONUMENT IN THE INTERSECTION OF EAST 7TH STREET AND NORTH LA CROSSE AVENUE, THENCE N. 75°09'33" E. A DISTANCE OF 391.54 FEET TO THE POINT OF BEGINNING; THENCE N. 02°44'16" W. A DISTANCE OF 28.50 FEET; THENCE N. 87°15'09" E. A DISTANCE OF 97.99 FEET; THENCE S. 02°44'16" E. A DISTANCE OF 28.48 FEET; THENCE S. 87°14'15" W. A DISTANCE OF 97.99 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.064 ACRES, MORE OR LESS.

EASEMENT B:

AN EASEMENT LOCATED IN A PORTION OF THE SW ¼ OF THE SW ¼ SECTION 29 AND THE SE ¼ OF THE SE ¼ OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO AND STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS THE MONUMENT LINE IN NORTH LA CROSSE STREET BETWEEN EAST 7TH STREET AND EAST 9TH STREET, MONUMENTED ON BOTH ENDS WITH A LEAD AND TACK IN A RANGE BOX, TO BEAR N. 00°25'28" W. AND ALL BEARINGS BEING RELATIVE THERETO.

COMMENCING AT THE CENTERLINE RIGHT-OF-WAY MONUMENT IN THE INTERSECTION OF EAST 7TH STREET AND NORTH LA CROSSE AVENUE, THENCE N. 75°09'33" E. A DISTANCE OF 391.54 FEET; THENCE N. 02°44'16" W. A DISTANCE OF 28.50 FEET; THENCE N. 87°15'09" E. A DISTANCE OF 97.99 FEET; THENCE N. 28°24'22" E. A DISTANCE OF 90.59 FEET TO THE POINT OF BEGINNING; THENCE N. 02°44'15" W. A DISTANCE OF 19.42 FEET; THENCE N.

87°15'45" E. A DISTANCE OF 102.01 FEET; THENCE S. 02°44'16" E. A DISTANCE OF 19.42 FEET; THENCE S. 87°15'45" W. A DISTANCE OF 102.01 FEET TO THE TRUE POINT OF BEGINNING.

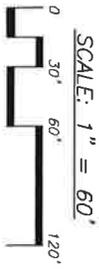
CONTAINING 0.045 ACRES, MORE OR LESS.

I, Michael L. Cuppy, being a licensed Professional Land Surveyor in the State of Colorado, do hereby state that this land description and exhibit, being made a part hereof, were prepared under my responsible charge and are accurate to the best of my knowledge, information and belief.



Michael L. Cuppy
Colorado P.L.S. 38485
For and on Behalf of
NorthStar Engineering and Surveying, Inc.
December 02, 2021
JN 18 033 02

EXHIBIT 'A'



BASIS OF BEARINGS
 THE MONUMENT LINE IN N. LA CROSSE
 BETWEEN 7TH STREET AND 9TH STREET,
 BEARS N. 00°25'28" W.

LEGEND

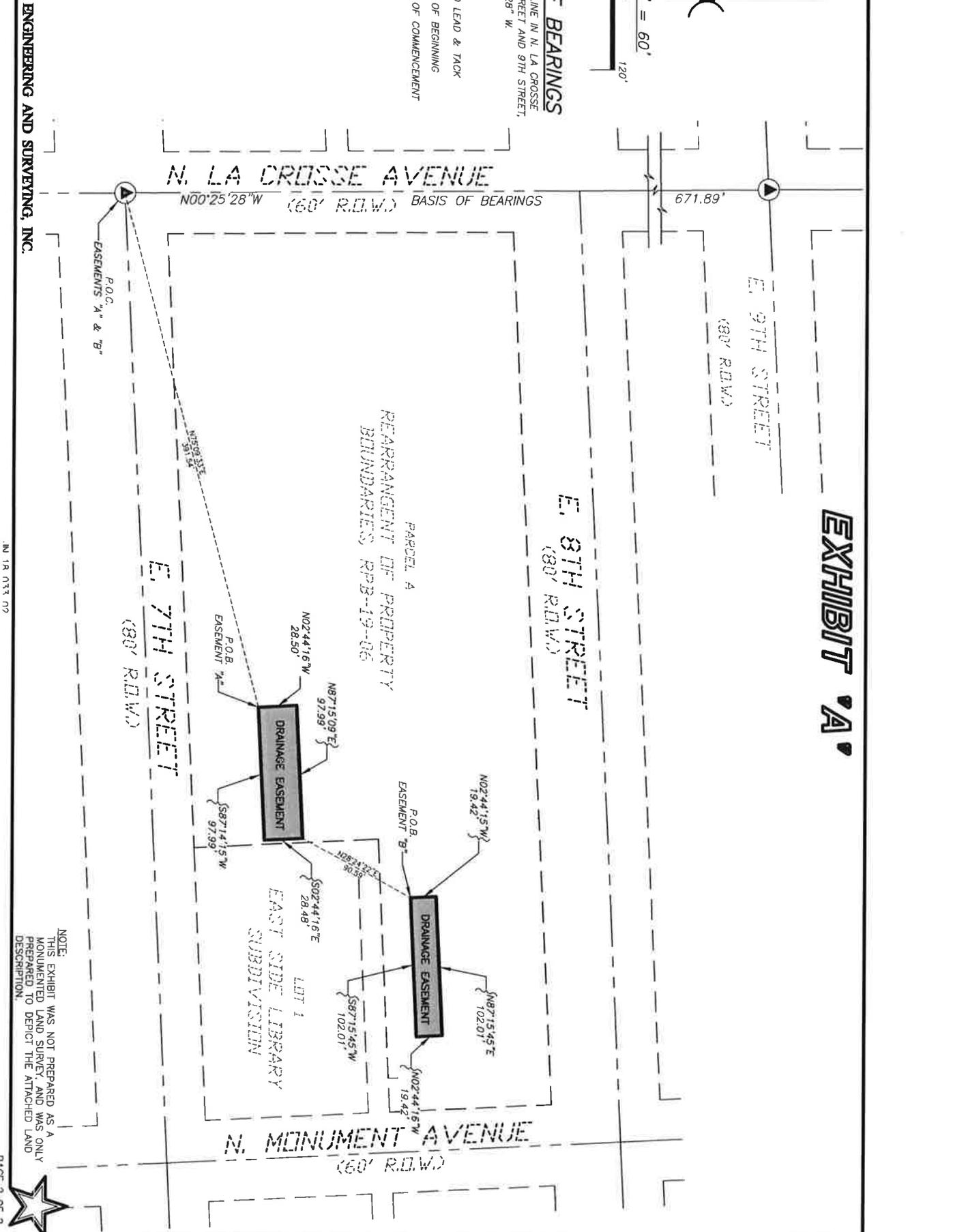
- ▲ FOUND LEAD & TACK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

PREPARED BY: NORTSTAR ENGINEERING AND SURVEYING, INC.

JAN 18 033 02

NOTE:
 THIS EXHIBIT WAS NOT PREPARED AS A
 MONUMENTED LAND SURVEY, AND WAS ONLY
 PREPARED TO DEPICT THE ATTACHED LAND
 DESCRIPTION.

PLAT 9 OF 9



STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of Pueblo Community Health Center Inc.

a, Colorado Non-Profit Corporation, an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is Pueblo Community Health Center Inc., a Colorado Non-Profit Corporation

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

The mailing address for the Entity is 110 E. Routt Avenue, Pueblo Co. 81004

The name or position of the person authorized to execute instruments conveying, encumbering, or other affecting title to real property on behalf of the Entity is: Donald Moore CEO

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: None

(if no limitations, insert "None")

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

(if no other matters, leave this section blank)

EXECUTED this 6th day of AUGUST, 2019.

Signature: Donald Moore

Name (typed or printed): DONALD MOORE

Title (if any): CEO

STATE OF Colorado)
COUNTY OF Pueblo) ss.

The foregoing instrument was acknowledged before me this 6th day of August by Donald Moore, on behalf of Pueblo Community Health Center Inc., a Colorado Non-Profit Corporation.

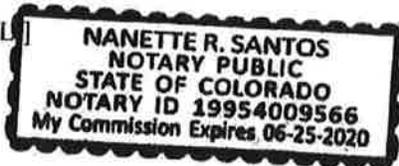
Witness my hand and official seal.

My commission expires: 6-25-2020

Nanette Santos

Notary Public

[SEAL]



**STORMWATER FACILITY MAINTENANCE
AGREEMENT**

This Stormwater Maintenance Agreement is entered into this 9th day of December, 2021, by and between Pueblo, a municipal corporation (“the City”) and Pueblo Community Health Center, Inc. a Colorado Non-Profit Corporation (the “Owner”), and collectively referred to as the “Parties”.

RECITALS

WHEREAS, Owner owns certain real property located in the City of Pueblo legally described as follows:
Parcel A of Rearrangement of Property Boundaries, RPB-19-06

_____;

and more commonly known as 1322 E. 8th Street, Pueblo CO. 81001 (the “Property”); and

WHEREAS, a Drainage Report and Plan (“Plan”) for the Property has been approved by the City subject to and conditioned upon faithful performance by Owner of all duties created by this Agreement; and

WHEREAS, said Plan provides for stormwater management facilities including such facilities intended to reduce, detain, convey, and manage stormwater runoff and also water quality facilities (collectively referred to as “Facilities”); and

WHEREAS, the Facilities shown on the Plan shall be constructed and adequately maintained by the Owner; and

WHEREAS, the City requires that the Owners submit an Operation and Maintenance Manual (“O & M Manual”) as specified by the City.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

AGREEMENT

1. The Owner shall maintain the Facilities as described in the Plan to ensure that such Facilities are and will remain in proper working condition in accordance with the approved O & M Manual and other applicable legal requirements. Maintenance shall include, but not be limited to, routine landscaping, sediment removal, repair, reconstruction, or replacement of the Facilities as necessary to meet the requirements of this Agreement.
2. The maintenance of the Facilities shall be performed in accordance with the O & M Manual for the Facilities.

3. The Owner shall cause the inspections of the Facilities to be conducted as follows:
 - a. The Owner agrees to cause inspections of the Facilities, at the Owner's expense at least once every calendar year.
 - b. An inspection report for the facilities shall be submitted in writing to the City for each calendar year by no later than April 1st of the following year. The inspection report shall be in accordance with the requirement set forth in the O & M Manual.
 - c. The Owner agrees to perform promptly all needed maintenance and repairs and report such activity to the City pursuant to the O & M Manual.
4. The Owner, hereby, grants, bargains and conveys to the City, officers, agents, and employees an easement over the Property for access from public rights-of-way, abutting private roadways, and/or private driveways, to the Facilities for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, repairing or replacing the Facilities to the extent that the Owner fails to do so and as necessary to ensure their proper working condition as provided in paragraphs one and two above.
5. In the event the Owner fails to inspect, report, or properly maintain the Facilities within thirty (30) days after written notice by the City of such deficiencies to the Owner, the City may enter upon the Property and take whatever steps it deems necessary to maintain or repair the Facilities and bill the owner for such expense plus an administrative charge of 15%. However, if the Owner's failure to properly maintain the facilities could cause damage to property, loss of life or violation of a NPDES MS-4 Permit, the City may take immediate action, without notice to the Owner, to maintain or repair the Facilities. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Facilities, and in no event shall this Agreement be considered to impose any such obligation on the City.
6. The Owner agrees that it will not at any time dedicate the Facilities to the public, to public use or to the City without the City's written consent, nor will it subdivide or convey the Property without a covenant providing that a proportional share of the cost of maintenance and other costs associated with any other of the obligations and duties contained herein runs with each subdivided part of the original tract or parcel of land.
7. In an event of emergency involving the Facilities, the City, its officers, agents, and employees may enter immediately upon the Property and take whatever reasonable steps it deems necessary to meet the emergency. The City shall notify the Owner of such emergency and entry as soon as possible but in no event later than twenty-four (24) hours after such entry. Alternatively, the City may notify the Owner by phone to take whatever reasonable action is necessary within a specified time period. Should the Owner fail to respond, or should the Owner inform the City that it intends to not respond within the specified period of time, the City, its officers, agents, and employees may enter immediately upon the emergency.
8. The City shall not pay any compensation at any time for its use of the Property in any way necessary for the inspections and maintenance of the Facilities, including access to the Facilities.

9. In the event the City, pursuant to this Agreement, performs work or expends any funds reasonably necessary for the maintenance or repair of the Facilities, including labor, equipment, supplies and materials, the Owner agrees to reimburse the City within thirty (30) days after the City gives the Owner written notice of such expense. If the Owner or its successors or assigns fail to make timely payment as required herein, interest on such payment shall accrue at the rate of 1.5% per month until paid in full.
10. Any amount owed to the City and not paid within thirty (30) days of notification shall be the joint and several obligation of any owner of record of the Property or any portions thereof served by the Facilities and any successors in interest to such owner on the date such maintenance or repair was performed.
11. The Owner, its successors, and assigns shall indemnify and hold harmless the City, its officers, agents, and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City arising out of or resulting from the construction, presence, existence of maintenance or use of the Facilities. The Owner shall notify the City when the Owner transfers its interest in the Property or any portion thereof. The Owner shall provide the City with a copy of any such deed.
12. The responsibilities and obligations of the Owner shall constitute a covenant running with the land, and shall be binding upon all present and subsequent owners, their administrators, executors, assigns, heirs, and any other successors in interest so long as they own an interest in the Property or any portion thereof served by the Facilities.
13. The Owner acknowledges that any future site plan, master plan, drainage plan or other process determined by the City to be a final plan, shall include the following language: "The property owner, its successors, and assigns shall be responsible for maintenance of the Stormwater Facilities pursuant to the Operations and Maintenance (O & M) Manual and all permanent Best Management Practices (BMPs). Requirements include, but are not limited to, installing the specified BMPs contained in the Drainage Report and Plan and maintaining the Facilities as shown in the O & M Manual as approved by the City. If the Facilities are not properly maintained, the City may provide necessary maintenance and assess the cost to the Owner of the property in accordance with the Stormwater Facility Maintenance Agreement approved by the City and recorded at the Pueblo County Clerk and Recorder's Office."
14. This Agreement shall be recorded at the Pueblo County Clerk and Recorder's Office.
15. In the event either of the Parties hereto files a lawsuit to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable costs and attorney fees.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the City and the Owner have executed this Agreement on the date set forth above.

CITY:

By: _____
Mayor

Attest:

City Clerk

OWNER: Pueblo Community Health Center, Inc.,
a Colorado Non-Profit Corporation

By: Donald Moore

Donald Moore, CEO of Pueblo Community Health
Center, Inc., a Colorado Non-Profit Corporation

Or (if non corporate entity)

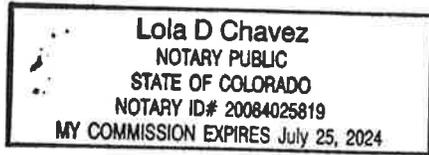
(The Acknowledgement (notarization) will vary for Owner depending on if Owner is an individual, corporation, partnership, etc. Also, where there is a mortgage on the property, the mortgage holder must sign the Subordination section of this Agreement) An Affidavit of Authority/Incumbency to execute shall be supplied for any entity.

ACKNOWLEDGEMENT
(For a Corporation)

State of Colorado)
)ss
County of Pueblo)

The foregoing instrument was acknowledged before me this 9th day of December, 2021 by Donald Moore as CEO of the Pueblo Community Health Center, Inc., a Colorado Non-Profit Corporation corporation, on behalf of the corporation.

[seal]



Lola A. Chavez
Notary Public

My Commission Expires:

07/25/2024



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: **March 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 APPROVING A STORMWATER FACILITY MAINTENANCE AGREEMENT BETWEEN THE CITY OF PUEBLO AND T & M, LLC, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND ACCEPTING A RELATED EASEMENT AND RIGHT-OF-WAY FOR THE PURPOSE OF DRAINAGE DETENTION AND DRAINAGE UTILITIES

SUMMARY:

This Ordinance approves a Stormwater Facility Maintenance Agreement with the City of Pueblo and T & M, LLC and accepts an easement granted by T & M, LLC for the purpose of water quality.

PREVIOUS COUNCIL ACTION:

On September 23, 2019, Council passed Ordinance No. 9560, amending chapter 5 of title VII, chapters 4 and 6 of title XII, and chapter 12 of title XVI of the Pueblo Municipal code relating to needed amendments to meet the minimum requirements of the MS4 permit. .

BACKGROUND:

This parcel of real property located at 1015 W 10th St, Pueblo, CO 81003 is required to have a water quality facility installed per the City of Pueblo's MS4 permit requirements. This easement and Stormwater Facility Maintenance Agreement will provide assurances that the water quality facility continues to function properly.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Alternatives No. 1 – No action

Under this alternative, the detention facility could still be built but there would be no legal assurance to prevent improvements from being built in the detention facility. Such improvements could hinder or prevent operation of the detention facility thus, potentially causing detrimental stormwater impacts to the properties and citizens downstream. Without the Stormwater Facility Maintenance and easement, the City of Pueblo would be in violation of the MS4 permit requirements regulated by the Colorado Department of Public Health & Environment.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:

Stormwater Facility Maintenance Agreement
DPW-110 (Easement)

ORDINANCE NO. _____

AN ORDINANCE APPROVING A STORMWATER FACILITY MAINTENANCE AGREEMENT BETWEEN THE CITY OF PUEBLO AND T & M, LLC, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND ACCEPTING A RELATED EASEMENT AND RIGHT-OF-WAY FOR THE PURPOSE OF DRAINAGE DETENTION AND DRAINAGE UTILITIES

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

SECTION 1.

The Stormwater Facility Maintenance Agreement between T & M, LLC (“Developer”) and the City of Pueblo and (the “Agreement”), a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Agreement in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

Consistent with and related to the Agreement, Developer has granted an easement and right-of-way for drainage detention and drainage utilities to the City of Pueblo. The Easement and Right-of-Way granted, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted.

SECTION 3.

The City Clerk is directed to cause said Agreement and Easement and Right-of-Way to be both recorded in the office of the Pueblo County Clerk and Recorder forthwith. The recording fees for same to be paid for by the Developer.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or desirable to implement the transactions described therein.

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

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

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

EASEMENT AND RIGHT OF WAY

(Facilities To Be Installed And Maintained By Grantor)

THIS EASEMENT, granted this 12 day of August, 2021, by
T&M, LLC, Grantor, to Pueblo, a Municipal Corporation, Grantee:

WITNESSETH:

THAT IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by the Grantee, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, an easement and right of way for the purpose of Drainage Utilities, in, through, over, under and across Grantor's property situated in Pueblo County, Colorado described in the attached Exhibit "A" (the "Property").

Grantor shall install Drainage Facilities
(the "Facilities") in the Property in accordance with plans and specifications therefore approved by, and on file with Grantee, and, thereafter, Grantor shall maintain the Facilities in good working order and condition, and repair and replace the Facilities.

Grantee shall have the right at its option (but not the obligation) to inspect, control, maintain, repair and replace the Facilities and recover all costs and expenses thereof plus an administrative charge of 15% from the Grantor. For such purposes, Grantee is granted the right to enter upon the Property and adjoining property of Grantor. Failure of Grantee to inspect, control, maintain, repair or replace the Facilities shall not subject the Grantee to any liability for such failure.

Grantor reserves the right to use and occupy the Property for any purpose not inconsistent with the privilege above granted and which will not interfere with or endanger any equipment or facilities therein or use thereof. Such reservation by the Grantor shall in no event include the right to locate or erect or cause to be located or erected on the Property any building or any other structure or manufactured or mobile home or trailer unit.

Grantor warrants to Grantee that Grantor (a) has good and sufficient right and title in and to the Property and full power to grant this easement and right-of-way, and (b) will defend Grantee's quiet and peaceful possession of the Property and easement and right-of-way against all persons who may lawfully claim title to the Property.

"Grantee" shall include the plural and the feminine. This Easement and Right of Way shall be binding upon, and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the Grantor and Grantee.

SIGNED this 12 day of August, 2021.

GRANTOR:

By: Mohammad Ghemdi

ACKNOWLEDGEMENT
(For a limited liability company)

STATE OF Colorado)

COUNTY OF Pueblo)

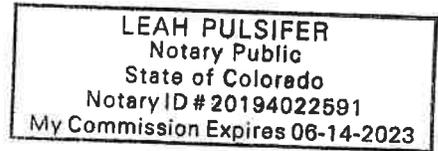
ss.

The foregoing instrument was acknowledged before me this Aug 12, 2021 by Mohammed Ghamdi (name of manager(s)) as manager(s) of T+M, LLC (name of limited liability company) a Colorado (state of organization), limited liability company.

Witness my hand and official seal.

My commission expires: 06-14-2023

(SEAL)
Notary Public (or official title)



STORMWATER MAINTENANCE EASEMENT

EXHIBIT A

An easement located within a portion of Parcel A, Rearrangement of Property Boundaries RPB-21-02, according to the recorded plat thereof, filed for record July 19, 2021, as Reception No. 2235387 in the records of the Pueblo County Clerk and Recorder, being within a portion of the SW 1/4 of Section 25, Township 20 South, Range 65 West of the Principal Meridian, being more particularly described as follows:

An easement for the purpose of stormwater utility and maintenance purposes being more particularly described as follows:

BEGINNING at the SE corner of said Parcel A; thence along the southerly line of said Parcel A, the following two courses:

- 1.) N 89°50'38" W (bearings based on the south line of Parcel A, Rearrangement of Property Boundaries RPB-21-02, filed for record July 19, 2021, as Reception No. 2235387 in the records of the Pueblo County Clerk and Recorder, monumented at the east end with a No. 4 rebar and yellow plastic cap PLS 22101 and at the west end with a No. 4 rebar and yellow plastic cap PLS 6128 to bear N 89°50'38" W as established on the recorded plat thereof), a distance of 25.66 feet;
- 2.) N 53°31'08" W, a distance of 182.76 feet;

thence N 34°01'44" E, a distance of 108.46 feet; thence S 89°50'38" E, a distance of 112.45 feet to a point on the easterly line of said Parcel A; thence S 00°09'22" W, along said easterly line, a distance of 198.31 feet to the

POINT OF BEGINNING

Said easement contains 0.542 acres, more or less.
(23,596 sq. ft., more or less).



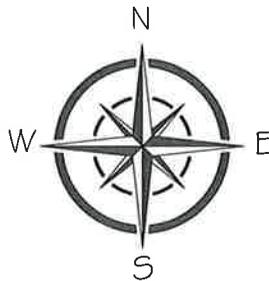
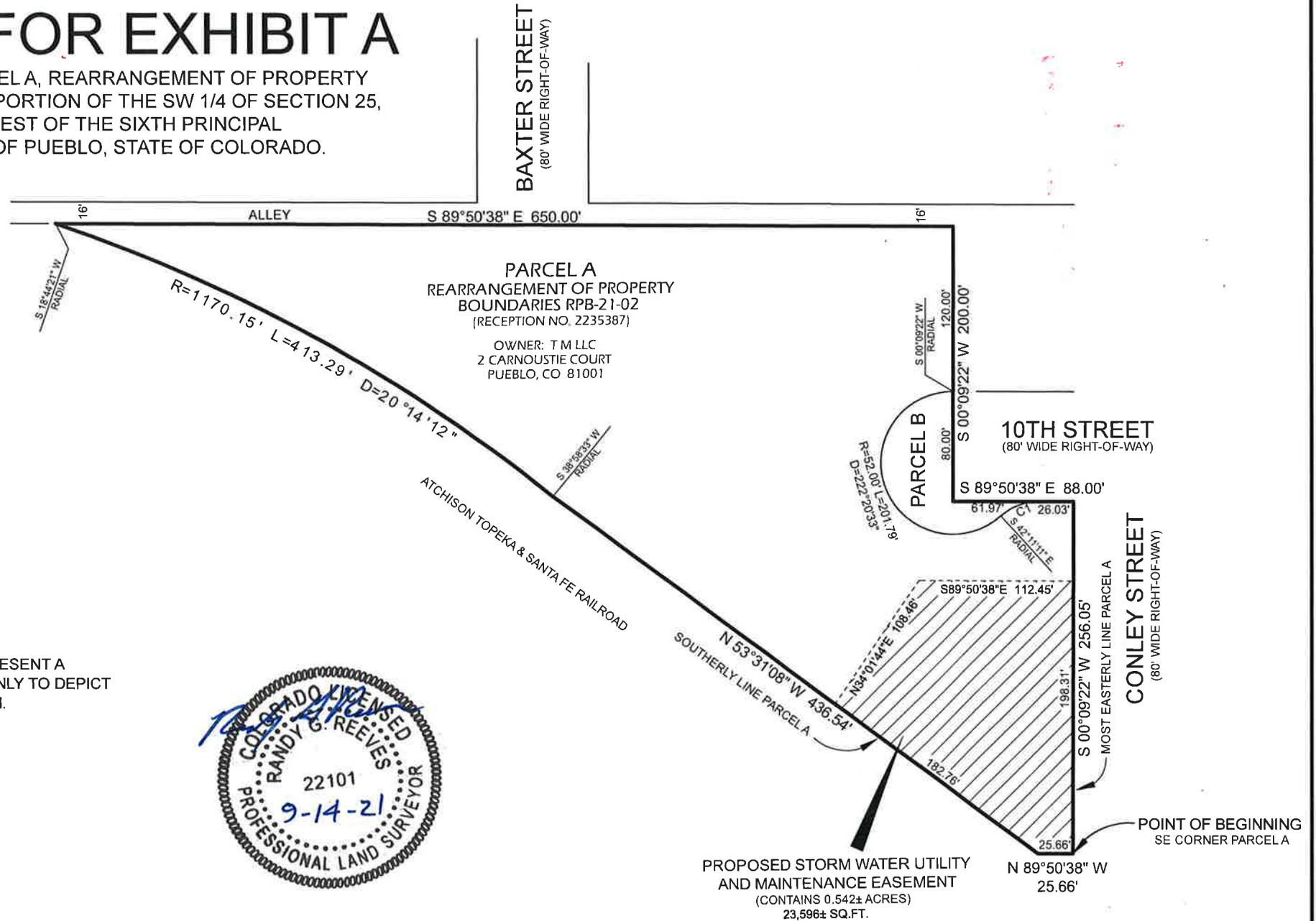
RANDY G. REEVES
PROFESSIONAL LAND SURVEYOR NO. 22101

SEPT. 14, 2021
DATE



ILLUSTRATION FOR EXHIBIT A

AN EASEMENT WITHIN A PORTION OF PARCEL A, REARRANGEMENT OF PROPERTY BOUNDARIES RPB-21-02, LOCATED WITHIN A PORTION OF THE SW 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.



SCALE 1" = 100'

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

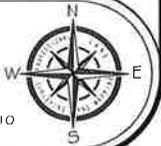
| CURVE TABLE | | | |
|-------------|--------|--------|-----------|
| CURVE | LENGTH | RADIUS | DELTA |
| C1 | 29.56 | 40.00 | 42°20'33" |



| | |
|---|------------------------------|
| PROJECT: BAHU CONSTRUCTION DESCRIPTION: EASE EXB (ILLUSTRATION) (10TH STREET) | |
| SHEET: 1 OF 1 | JOB NUMBER: 2021-540 |
| DATE: 8-27-2021 | FILE NAME: 2021-540 EASE EXB |
| SCALE: 1" = 100' | REF. JOB NO. 2020-034 |

Cardinal Points
Surveying Inc.

(719) 253-0874 • (719) 253-0878 fax
4601 Eaglenside Place, Suite 110
Pueblo, Colorado 81008



**STORMWATER FACILITY MAINTENANCE
AGREEMENT**

This Stormwater Maintenance Agreement is entered into this 13 day of August, 2021, by and between Pueblo, a municipal corporation (“the City”) and T&M, LLC (the “Owner”), and collectively referred to as the “Parties”.

RECITALS

WHEREAS, Owner owns certain real property located in the City of Pueblo legally described as follows:

Parcel A, Rearrangement of Property Boundaries, RPB-21-02, filed for record July 19, 2021, as Reception No. 2235387 in the records of the Pueblo County Clerk and Recorder.

_____;

and more commonly known as 1015 W 10TH ST PUEBLO, CO 81003 (the “Property”); and

WHEREAS, a Drainage Report and Plan (“Plan”) for the Property has been approved by the City subject to and conditioned upon faithful performance by Owner of all duties created by this Agreement; and

WHEREAS, said Plan provides for stormwater management facilities including such facilities intended to reduce, detain, convey, and manage stormwater runoff and also water quality facilities (collectively referred to as “Facilities”); and

WHEREAS, the Facilities shown on the Plan shall be constructed and adequately maintained by the Owner; and

WHEREAS, the City requires that the Owners submit an Operation and Maintenance Manual (“O & M Manual”) as specified by the City.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

AGREEMENT

1. The Owner shall maintain the Facilities as described in the Plan to ensure that such Facilities are and will remain in proper working condition in accordance with the approved O & M Manual and other applicable legal requirements. Maintenance shall include, but not be limited to, routine landscaping, sediment removal, repair, reconstruction, or replacement of the Facilities as necessary to meet the requirements of this Agreement.
2. The maintenance of the Facilities shall be performed in accordance with the O & M Manual for the Facilities.

3. The Owner shall cause the inspections of the Facilities to be conducted as follows:
 - a. The Owner agrees to cause inspections of the Facilities, at the Owner's expense at least once every calendar year.
 - b. An inspection report for the facilities shall be submitted in writing to the City for each calendar year by no later than April 1st of the following year. The inspection report shall be in accordance with the requirement set forth in the O & M Manual.
 - c. The Owner agrees to perform promptly all needed maintenance and repairs and report such activity to the City pursuant to the O & M Manual.
4. The Owner, hereby, grants, bargains and conveys to the City, officers, agents, and employees an easement over the Property for access from public rights-of-way, abutting private roadways, and/or private driveways, to the Facilities for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, repairing or replacing the Facilities to the extent that the Owner fails to do so and as necessary to ensure their proper working condition as provided in paragraphs one and two above.
5. In the event the Owner fails to inspect, report, or properly maintain the Facilities within thirty (30) days after written notice by the City of such deficiencies to the Owner, the City may enter upon the Property and take whatever steps it deems necessary to maintain or repair the Facilities and bill the owner for such expense plus an administrative charge of 15%. However, if the Owner's failure to properly maintain the facilities could cause damage to property, loss of life or violation of a NPDES MS-4 Permit, the City may take immediate action, without notice to the Owner, to maintain or repair the Facilities. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Facilities, and in no event shall this Agreement be considered to impose any such obligation on the City.
6. The Owner agrees that it will not at any time dedicate the Facilities to the public, to public use or to the City without the City's written consent, nor will it subdivide or convey the Property without a covenant providing that a proportional share of the cost of maintenance and other costs associated with any other of the obligations and duties contained herein runs with each subdivided part of the original tract or parcel of land.
7. In an event of emergency involving the Facilities, the City, its officers, agents, and employees may enter immediately upon the Property and take whatever reasonable steps it deems necessary to meet the emergency. The City shall notify the Owner of such emergency and entry as soon as possible but in no event later than twenty-four (24) hours after such entry. Alternatively, the City may notify the Owner by phone to take whatever reasonable action is necessary within a specified time period. Should the Owner fail to respond, or should the Owner inform the City that it intends to not respond within the specified period of time, the City, its officers, agents, and employees may enter immediately upon the emergency.
8. The City shall not pay any compensation at any time for its use of the Property in any way necessary for the inspections and maintenance of the Facilities, including access to the Facilities.

9. In the event the City, pursuant to this Agreement, performs work or expends any funds reasonably necessary for the maintenance or repair of the Facilities, including labor, equipment, supplies and materials, the Owner agrees to reimburse the City within thirty (30) days after the City gives the Owner written notice of such expense. If the Owner or its successors or assigns fail to make timely payment as required herein, interest on such payment shall accrue at the rate of 1.5% per month until paid in full.
10. Any amount owed to the City and not paid within thirty (30) days of notification shall be the joint and several obligation of any owner of record of the Property or any portions thereof served by the Facilities and any successors in interest to such owner on the date such maintenance or repair was performed.
11. The Owner, its successors, and assigns shall indemnify and hold harmless the City, its officers, agents, and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City arising out of or resulting from the construction, presence, existence of maintenance or use of the Facilities. The Owner shall notify the City when the Owner transfers its interest in the Property or any portion thereof. The Owner shall provide the City with a copy of any such deed.
12. The responsibilities and obligations of the Owner shall constitute a covenant running with the land, and shall be binding upon all present and subsequent owners, their administrators, executors, assigns, heirs, and any other successors in interest so long as they own an interest in the Property or any portion thereof served by the Facilities.
13. The Owner acknowledges that any future site plan, master plan, drainage plan or other process determined by the City to be a final plan, shall include the following language: "The property owner, its successors, and assigns shall be responsible for maintenance of the Stormwater Facilities pursuant to the Operations and Maintenance (O & M) Manual and all permanent Best Management Practices (BMPs). Requirements include, but are not limited to, installing the specified BMPs contained in the Drainage Report and Plan and maintaining the Facilities as shown in the O & M Manual as approved by the City. If the Facilities are not properly maintained, the City may provide necessary maintenance and assess the cost to the Owner of the property in accordance with the Stormwater Facility Maintenance Agreement approved by the City and recorded at the Pueblo County Clerk and Recorder's Office."
14. This Agreement shall be recorded at the Pueblo County Clerk and Recorder's Office.
15. In the event either of the Parties hereto files a lawsuit to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable costs and attorney fees.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the City and the Owner have executed this Agreement on the date set forth above.

CITY:

By: _____
Mayor

Attest:

City Clerk

OWNER:

T & M, a LLC _____ (corp/llc, indicate)

By: Mohammed Ghamdi *Mohammed Ghamdi*
, as Member

Or (if non corporate entity)

(The Acknowledgement (notarization) will vary for Owner depending on if Owner is an individual, corporation, partnership, etc. Also, where there is a mortgage on the property, the mortgage holder must sign the Subordination section of this Agreement) An Affidavit of Authority/Incumbency to execute shall be supplied for any entity.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 14, 2022

TO: President Heather Graham and Members of City Council
CC: Mayor Nicholas A. Gradisar
VIA: Marisa Stoller, City Clerk
FROM: Jerry M. Pacheco, Pueblo Urban Renewal Authority Executive Director
SUBJECT: AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE URBAN RENEWAL PLAN FOR THE MITCHELL PARK SOUTH PROJECT AREA

SUMMARY:

Attached is an Ordinance for City Council to approve the Pueblo Urban Renewal Authority ("PURA") Plan for the twelve-block area surrounding the Pueblo Community Health Center ("PCHC") Park Hill clinic located at E. 8th Street and Lacrosse now known as Mitchell Park South Project Area.

PREVIOUS COUNCIL ACTION:

On July 26, 2021, City Council approved Resolution No. 14666 authorizing PURA to conduct a study to determine whether the area adjacent to the PCHC Park Hill location is a slum, blighted area, or a combination thereof, and to notify owners of property in the area are subject of such study.

On July 27, 2020, City Council approved Resolution No. 14448 authorizing PURA to conduct a study to determine whether the area adjacent to the PCHC Park Hill location is a slum, blighted area, or a combination thereof, and to notify owners of property in the area are subject of such study.

On July 6, 2020, representatives from PURA and PCHC presented redevelopment opportunities at the City Council Work Session.

BACKGROUND:

PURA has met with City of Pueblo and Pueblo Community Health Center representative to discuss redevelopment opportunities surrounding PCHC's new \$38 million health care facility located at E. 8th Street and Lacrosse. PCHC's investment could serve as a catalyst to develop, establish, and execute a measurable redevelopment plan for the area immediately adjoining the new clinic.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

On March 8, 2022, the Pueblo Urban Renewal Authority Board of Commissioners recommended approval of the Mitchell Park South Urban Renewal Plan. The Planning and Zoning Commission made a recommendation at the March 9, 2022, meeting.

STAKEHOLDER PROCESS:

The Pueblo Urban Renewal Authority has complied with all requirements necessary under the Urban Renewal Act. Taxing entity notices and presentations have been completed.

ALTERNATIVES:

Denial of this Ordinance will result in the dismissal of the property owner's concerns and request for further study.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:

Draft Mitchell Park South Urban Renewal Plan

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS
AND APPROVING THE URBAN RENEWAL PLAN FOR THE
MITCHELL PARK SOUTH PROJECT AREA

WHEREAS, the Pueblo Urban Renewal Authority staff (the "Authority Staff") conducted an Conditions Survey of the area (the "Area") described in Exhibit A, attached to and incorporated herein, to determine if the Area contains factors included in the definition of "blighted area" in the Colorado Urban Renewal Law Sections 31-25-101, *et seq.*, C.R.S., (the "Act"); and

WHEREAS, Authority Staff prepared, submitted, and presented to the City Council a document entitled "Mitchell Park South Conditions Survey" (the "Survey") dated August 12, 2021, which describes in detail the conditions in the Area and is incorporated herein by this reference; and

WHEREAS, the Authority has prepared and approved the Urban Renewal Plan for the Mitchell Park South Project Area (the "Plan"), a copy of which has been approved as to form by the City Attorney and is attached hereto and incorporated herein; and

WHEREAS, the aforesaid Plan is a matter of public record in the custody of the City Clerk and is available for public inspection during business hours of the City; and

WHEREAS, notice of the public hearing on the Plan was published as required by Section 31-25-107(3), C.R.S., at least thirty days prior to the public hearing; and

WHEREAS, written notice was mailed or delivered to each property owner, business, and resident of the area included in the Plan informing them of the public hearing at least thirty days prior to the public hearing; and

WHEREAS, the Pueblo Planning and Zoning Commission has determined that the Plan complies with the Pueblo Regional Comprehensive Development Plan (the "Comprehensive Plan"), which is the general plan for the development of the City as a whole; and

WHEREAS, on March 28, 2022, the City Council conducted a public hearing and reviewed said Plan pursuant to the procedural and notice requirements of the City Charter, and the Act, and the City Council having considered the evidence presented in support of and in opposition to the Plan, the Survey, the City's Comprehensive Plan, and staff recommendations and so having considered the legislative record and given appropriate weight to the evidence; NOW, THEREFORE,

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

SECTION 1.

The Urban Renewal Area described in the Plan is found and declared to be a blighted area as defined in the Act. This is a legislative finding by the City Council based upon the Survey and other evidence presented to City Council.

SECTION 2.

The boundaries of the Urban Renewal Area have been drawn as narrowly as the City Council determines feasible to accomplish the planning and development objectives of the Plan.

SECTION 3.

The Plan has been submitted to the Board of County Commissioners of Pueblo County, Colorado, (the "County") together with the information required by Section 31-25-107(3.5) of the Act. The Plan will remediate severe conditions of blight in the Urban Renewal Area. The costs of remediating conditions of blight in the Urban Renewal Area are disproportionately high and exceed revenue available for such purposes pursuant to Section 31-25-107(9) of the Act. In addition, new taxable improvements not included in the Urban Renewal Area and not subject to allocation by the Act and the Plan but required for the operation for the proposed uses within the Urban Renewal Area, will provide new property tax revenue to the public bodies that levy property taxes in the Urban Renewal Area (the "Taxing Entities").

SECTION 4.

The Taxing Entities have received (1) copies of the Plan, (2) financial information showing the net financial benefits to the Taxing Entities from redevelopment of the Urban Renewal Area and adjacent property not included in the Urban Renewal Area, and (3) a proposed agreement that waives the right to claim property tax increment revenue allocated to the Authority by the Act and related provisions necessary and in the public interest to remediate conditions of blight and construct required improvements in the Urban Renewal Area.

SECTION 5.

Pueblo City Schools (School District No. 60) has been permitted to participate in an advisory capacity with respect to the inclusion in the Plan of the tax allocation provisions authorized by Section 31-25-107(9) of the Act.

SECTION 6.

It is not expected that any relocation of individuals and families will be required in connection with the Plan, but to the extent that any such relocation may be required, a feasible method exists for the relocation of individuals and families in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such individuals and families.

SECTION 7.

It is not expected that any relocation of business concerns will be required in connection with the Plan, but to the extent that any such relocation may be required, a feasible method exists for the relocation of such business concerns in the Urban Renewal Area or in other areas that are not generally less desirable with respect to public utilities and public and commercial facilities.

SECTION 8.

The City Council has taken reasonable efforts to provide written notice of the public hearing prescribed by Section 31-25-107(3) of the Act to all property owners, residents, and owners of business concerns in the proposed Urban Renewal Area at their last known addresses at least thirty days prior to the public hearing on the Plan.

SECTION 9.

Section 31-25-107(4)(d) of the Act does not apply because no more than 120 days have passed since the commencement of the only public hearing on the Plan.

SECTION 10.

Section 31-25-107(4)(e) of the Act does not apply because the City Council did not fail to previously approve this Plan.

SECTION 11.

The Plan conforms with the Pueblo Regional Comprehensive Development Plan, which is the general plan for the development of the City of Pueblo as a whole.

SECTION 12.

The Plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area described in the Plan by private enterprise.

SECTION 13.

The entire Urban Renewal Area is within the corporate limits of the City. Construction and maintenance of public improvements and provision of services in the Urban Renewal Area will be the primary responsibility of the City, the Authority, and private enterprise. Any impacts on the services or revenues of the Taxing Entities will be offset by new revenues not now being collected by the Taxing Entities and directly produced as a result of the Plan and subsequent redevelopment of the Urban Renewal Area and adjacent property outside of the Urban Renewal Area.

SECTION 14.

The Urban Renewal Area described in the Plan does not consist of open land within the meaning of Sections 31-25-107(5) and (6) of the Act. Therefore, the findings and determinations set forth in such sections of the Act do not apply and are not required.

SECTION 15.

The Authority is not authorized to acquire property through the exercise of eminent domain.

SECTION 16.

The Urban Renewal Plan for the Mitchell Park South Urban Renewal Project Area has been duly reviewed and considered and is hereby approved. The Authority is hereby authorized to take any and all actions pursuant to the Act to carry out the Plan, including, without limitation, (1) completing agreement with Taxing Entities as required by applicable law and (2) filing of the Plan and related documents with the Pueblo County Assessor.

SECTION 17.

This Ordinance shall become effective upon final passage and approval by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

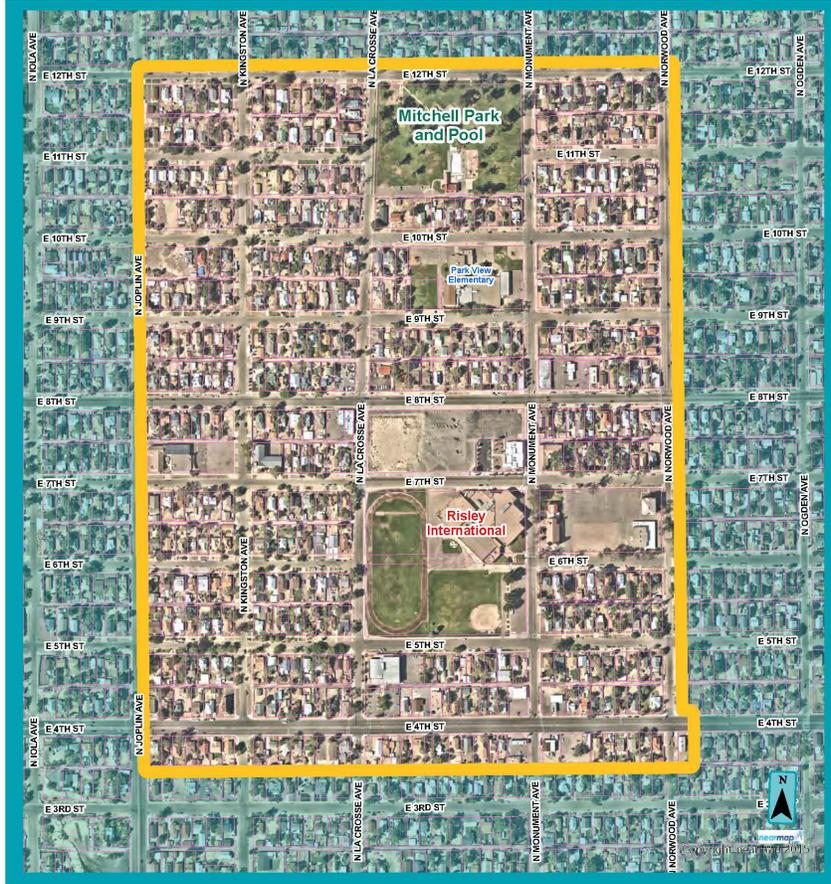
President of City Council

ATTEST

City Clerk

PUEBLO

URBAN RENEWAL
AUTHORITY



Mitchell Park South Plan

September 17, 2021

Prepared by:
Jerry M. Pacheco
Pueblo Urban Renewal Authority

I. DEFINITIONS

The terms used in this Urban Renewal Plan shall have the following meanings.

Act means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, of the Colorado Revised Statutes.

Area or Urban Renewal Area means the area of the City included within the boundaries of this Urban Renewal Plan as depicted in Exhibit B and described in Exhibit A.

Authority means the Urban Renewal Authority of Pueblo, Colorado.

City means the City of Pueblo, Colorado.

City Planning means the Department of Planning & Community Development of the City of Pueblo, Colorado.

City Consolidated Plan means the City of Pueblo 2020-2024 Consolidated Plan, approved June 14, 2021, by Ordinance No. 9951.

Comprehensive Plan means the Pueblo Comprehensive Plan adopted in 2002, as amended.

Plan or Urban Renewal Plan means this urban renewal plan as it may be amended in the future.

Project or Urban Renewal Project means all activities and undertakings described in this Plan.

II. INTRODUCTION

The purpose of this Plan is to implement those provisions of the Comprehensive Plan and the City Strategic Plan that apply to the Urban Renewal Area. The provisions of this Plan are intended to help provide important services to the Area, attract private investment, eliminate and prevent conditions of blight, promote redevelopment and rehabilitation of the urban renewal area, utilize underdeveloped land, and leverage public investment and funding mechanisms to promote redevelopment and rehabilitation, promote redevelopment and rehabilitation of the area by private enterprise, and, where necessary, provide necessary public infrastructure to serve the Area.

This Urban Renewal Plan has been proposed for consideration by the City Council of the City pursuant to the provisions of the Act. The administration of the Project and the implementation of the Plan shall be the responsibility of the Authority.

III. URBAN RENEWAL AREA BOUNDARIES

An urban renewal plan area covering all or a portion of Newport Subdivision, Fletcher Hill Subdivision, Fletcher Hill Addition, Fletcher Hills Addition 2nd, Faris and Gartley's Addition, Dr. Owen Heights Subdivision and Winter's Addition, all in Township 20 South, Range 64 West of the Prime Meridian, County of Pueblo, State of Colorado and are generally described in Exhibit A.

The Urban Renewal Plan Area contains approximately 134 acres.

IV. SUMMARY OF STATUTORY CRITERIA

On July 26, 2021, Pueblo City Council approved Resolution No. 14666, instructing the Pueblo Urban Renewal Authority to conduct a blight study of the area described as the area adjacent to the Pueblo Community Health Center, Park Hill location also referred to as Mitchell Park South. Relevant conditions were researched, documented, photographed, and compared with the blight factors pursuant to the Act. The result of the survey is included in a document entitled “Mitchell Park South Conditions Survey” (the Conditions Survey) dated August 12, 2021, consisting of 15 pages, related exhibits, a description of existing conditions, and numerous photographs. The Conditions Survey is incorporated herein in its entirety by this reference.

The Conditions Survey shows that the following factors listed in the Act are present in the Area and that these conditions qualify the Area as a “blighted area” as defined in the Act:

1. Slum, deteriorated, or deteriorating structures.
2. Predominance of defective or inadequate street layout.
3. Faulty lot layout in relation to adequacy, accessibility, size or usefulness.
4. Unsanitary or unsafe conditions.
5. Deterioration of site or other improvements.
6. Unusual topography or inadequate public improvements or utilities.
7. Conditions that endanger life or property by fire or other causes.
8. Environmental contamination of buildings or property; and
9. Substantial physical underutilization or vacancy of sites, buildings, or other improvement

V. DESCRIPTION OF URBAN RENEWAL PROJECT

This Plan will be implemented as part of a comprehensive program to eliminate and prevent blight in the Urban Renewal Area. The Authority and the City, with the cooperation of private enterprise and other public bodies, will undertake a program to eliminate the conditions of blight identified in the Conditions Survey while implementing the Comprehensive Plan and the City Strategic Plan.

A. Urban Renewal Plan Goals and the Plan’s Relationship to Local and Regional Objectives

1. Goals of the Plan

This Plan has been adopted to achieve the following goals in the Area:

- a. The Plan will implement the following provisions of the Comprehensive Plan:

1. To encourage compatible infill development consistent with the original land uses within the Area.
 2. To provide maximum opportunities for single family, detached housing rehabilitation.
 3. To promote preservation of Urban Residential land use areas where appropriately buffered from existing and future industrial uses currently allowed under existing zoning.
 4. To encourage commercial mixed use (re)development to be located within commercial corridors within the Area.
 5. To interconnect public infrastructure and neighborhood parks to stimulate a safe and walkable urban environment.
- b. The Plan will promote a balance of complementary land uses in the Area.
 - c. Implementation of the Plan will eliminate and prevent conditions of blight in the Urban Renewal Area.
 - d. Through the maximum possible participation of private enterprise and the cooperative efforts of the public sector, implementation of the Plan will eliminate and prevent economic deterioration in the Urban Renewal Area and the community at large. The Plan will promote creation of value in the Area.
 - e. The Plan will upgrade public facilities and infrastructure, access, traffic, pedestrian and bicycle circulation, public utilities, public amenities, recreation, and drainage in the Urban Renewal Area.
 - f. The Plan will help attract capital investment and new businesses, retention, and development of jobs.
 - g. The Plan will improve conditions and correct problems in the Area related to vehicular access and circulation, public utilities, drainage, environmental contamination, public safety, and public amenities.

2. Relationship to City Consolidated Plan

The Plan conforms with and is designed to implement the following strategies detailed in the City's 2020-2024 Consolidated Plan:

- a. To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers, increasing the supply of supportive housing for those with special needs, and transitioning homeless persons and families into housing.
- b. To provide a suitable living environment through safer, more livable neighborhoods, greater integration of low- and moderate- income residents throughout the City, increased housing opportunities, and reinvestment in

deteriorating communities.

- c. To expand economic opportunities through more jobs paying self-sufficient wages, homeownership opportunities, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency and build equity.

B. Land Use Regulations and Building Requirements

The Plan will provide a comprehensive and unified plan to promote and encourage high quality development and redevelopment of the Urban Renewal Area by cooperative efforts of private enterprise and public bodies. Notwithstanding anything in the Plan to the contrary, the development and use of the property within the Urban Renewal Area described in the Plan including, without limitation, land area, land use, design building requirements, timing or procedures applicable to the property, shall be subject to the Pueblo Municipal Code and secondary codes therein adopted by reference, and other applicable standards and regulations of the City of Pueblo (“City Regulations”). Permitted uses for properties in the Urban Renewal Area shall be those uses allowed in the City of Pueblo Land Use Code.

VI. PROJECT ACTIVITIES

The following provisions shall apply to the Area. In accordance with the Act, the Authority may undertake these activities directly or, to the extent authorized by applicable law, contract with third parties to do so.

A. Land Acquisition

To carry out this Plan, the Authority may exercise any and all of its rights and powers under the Act and any other applicable law, ordinance or regulation. The Authority may acquire any interest in property by any manner available. The Authority may acquire property in the Area for the following reasons: To eliminate or prevent conditions of blight; to carry out one or more objectives of the Plan; to assemble property for redevelopment by private enterprise; for needed public improvements; and for any other lawful purpose authorized by the Plan, the Act or any other applicable law.

Acquisition of property by eminent domain is not authorized unless the City Council approves, by majority vote, the use of eminent domain by the Authority in accordance with the Act and other applicable laws.

B. Relocation

If acquisition of property displaces any individual, family, or business concern, the Authority may assist such party in finding another location, and may, but is not obligated to, make relocation payments to eligible residents and businesses in such amounts and under such terms and conditions as it may determine and as may be required by law.

C. Demolition, Clearance and Site Preparation

The Authority may demolish and clear those buildings, structures, and other improvements from property it acquires if such buildings, structures, and other improvements are not to be rehabilitated in accordance with this Plan. The Authority may provide rough and finished site grading and other site preparation services as part of a comprehensive redevelopment program.

D. Property Management

During such time as any property is acquired by the Authority, for disposition for redevelopment, such property shall be under the management and control of the Authority and may be rented or leased by it pending disposition for redevelopment or rehabilitation. Notwithstanding the foregoing, the Authority may acquire property, develop, construct, maintain, and operate thereon buildings and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

E. Public Improvements

The Authority will cooperate with the City and other public bodies to install, repair or replace necessary public infrastructure including, but not limited to, public streets, ADA accessible routes, storm water improvements outside the scope of the City Storm Water Enterprise, park and recreation amenities and multi-use recreational trails in the Area.

F. Land Disposition, Redevelopment and Rehabilitation

The Authority may dispose of property it acquires by means of a reasonable competitive bidding procedure it establishes in accordance with the Act and pursuant to redevelopment agreements between the Authority and such purchasers.

The Authority may also enter into owner participation agreements with property owners in the Area for the development, redevelopment, or rehabilitation of their property. Such agreements will provide for such participation and assistance as the Authority may elect to provide to such owners.

The Authority may develop, construct, maintain, and operate buildings and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

All such redevelopment, owner participation and other agreements shall contain, at a minimum, provisions requiring:

1. Compliance with the Plan and, if adopted by the Authority, the Design Guidelines and Standards and City codes and ordinances.
2. Covenants to begin and complete development, construction, or rehabilitation of both public and private improvements within a period of time deemed to be reasonable by the Authority.

3. The financial commitments of each party (but nothing herein shall obligate the Authority to make any such financial commitment to any party or transaction).

G. Cooperation Agreements

For the purposes of planning and carrying out this Plan in the Area, the Authority may enter into one or more cooperation agreements with the City or other public bodies. Without limitation, such agreements may include project financing and implementation; design, location and construction of public improvements; and any other matters required to carry out this Project. It is recognized that cooperation with the City, other municipalities and other public and private bodies may be required to coordinate such issues as the design, construction, maintenance, operation, and timing of public and private improvements within and outside of the Area to properly and efficiently carry out the goals and objectives of this Plan.

H. Other Project Undertakings and Activities

Other Project undertakings and activities deemed necessary by the Authority to carry out the Plan in the Area may be undertaken and performed by the Authority or pursuant to agreements with other parties or public bodies in accordance with the authorization of the Act and any and all applicable laws.

VII. PROJECT FINANCING

The Authority is authorized to finance activities and undertakings under this Plan by any method authorized by the Act or any other applicable law, including without limitation, appropriations, loans or advances from the City; federal loans and grants; state loans and grants; interest income; pay as you go arrangements; annual appropriation agreements; agreements with public and private parties or entities; sale of securities; loans, advances and grants from any other available source.

Any and all financing methods legally available to the City, the Authority, any private developer, redeveloper or owner may be used to finance in whole or in part any and all costs, including without limitation, the cost of public improvements described or anticipated in the Plan or in any manner related or incidental to the development of the Urban Renewal Area. Such methods may be combined to finance all or any part of activities and undertakings throughout the Urban Renewal Area. Any financing method authorized by the Plan or by any applicable law, including without limitation, the Act, may be used to pay the principal of and interest on and to establish reserves for indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Authority or the City to finance activities and undertakings authorized by the Act and this Plan in whole or in part.

The Authority is authorized to issue notes, bonds or any other financing instruments or documents in amounts sufficient to finance all or part of the Urban Renewal Plan. The Authority is authorized to borrow funds and to create indebtedness in carrying out this Plan. The principal, interest, and any premiums due on or in connection with such indebtedness may be paid from any funds available to the Authority.

The Project may be financed by the Authority under the tax allocation financing provisions of the Act. Under the tax allocation method of financing the Project, property taxes levied after the effective date of the approval of this Plan upon taxable property in the Urban Renewal Area each year by or for the benefit

of each public body that levies property taxes in the Area, shall be divided for a period not to exceed twenty-five (25) years after the effective date of the adoption of this tax allocation provision, as follows:

Base Amount

That portion of the taxes which are produced by the levy at the rate fixed each year by or for such public body upon the valuation for assessment of taxable property in the Urban Renewal Area last certified prior to the effective date of approval of the Plan or, as to an area later added to the Urban Renewal Area, and the effective date of the modification of the Plan shall be paid into the funds of each such public body as are all other taxes collected by or for said public body.

Increment Amount

That portion of said property taxes in excess of such base amount shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred by (whether funded, refunded, assumed or otherwise) the Authority for financing or refinancing, in whole or in part, the Project.

Unless and until the total valuation for assessment of the taxable property in the Urban Renewal Area exceeds the base valuation for assessment of the taxable property in the Urban Renewal Area, all of the taxes levied upon taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

When such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies

The increment portion of the taxes, as described in this subparagraph 2, may be irrevocably pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such bonds, loans, advances and indebtedness incurred by the Authority to finance the Project.

VIII. CHANGES IN APPROVED PLAN

This Plan may be modified pursuant to the provisions of the Act governing such modifications, including Section 31-25-107, C.R.S.

IX. MINOR VARIATIONS

The Authority may in specific cases allow minor variations from the provisions of the Plan if it determines that a literal enforcement of the provisions of the Plan would constitute an unreasonable limitation beyond the intent and purpose of the Plan.

EXHIBIT A
LEGAL DESCRIPTION

This Urban Renewal Aea contains approximately 134 acres. The location and boundaries may be generally described as:

All of Faris and Gartley Addition to the City of Pueblo;

AND

All of Dr. Owen Heights Subdivision;

AND

All Lots of located within Blocks 1 to 9 both inclusive, and all streets and alleys adjacent thereto, Winter's Addition to the City of Pueblo;

AND

All of Lots 1 to 14 both inclusive, Block 10, and all streets and alleys adjacent thereto, Winter's Addition to the City of Pueblo;

AND

All of Lots 15 to 28 both inclusive, Block 11, and all streets and alleys adjacent thereto, Winter's Addition to the City of Pueblo;

AND

All of Lots 1 to 14 both inclusive, Block 12, and all streets and alleys adjacent thereto, Winter's Addition to the City of Pueblo;

AND

All Lots located within Blocks 91 and Block 92, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

All Lots located within Blocks 101 and Block 102, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

All Lots located within Blocks 109, 110, 111 and 112, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

All Lots located within Blocks 119, 120, 121 and 122, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

All Lots located within Blocks 131 and Block 132, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

All Lots located within Blocks 131 and Block 132, and all streets and alleys adjacent thereto, Fletcher Hill Subdivision;

AND

All Lots located within Blocks 141 and Block 142, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

All Lots located within Blocks 151 and Block 152, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

All of Lots 1 to 28 both inclusive, Block 161, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

All of Lots 1 to 20 both inclusive, Block 162, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

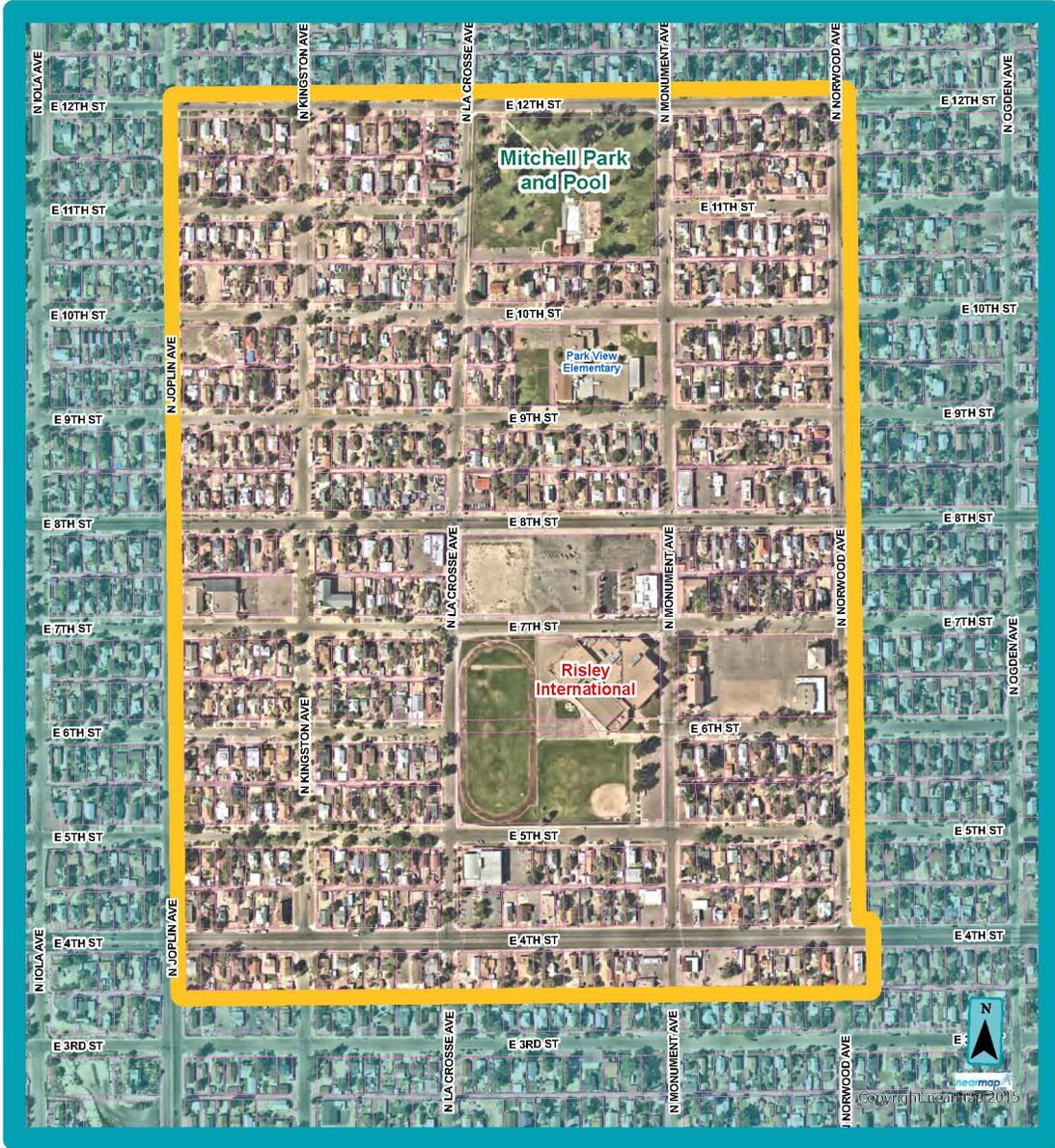
All Lots located within Blocks 82, 91, and 93, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo;

AND

All of Mitchel Park, and all streets and alleys adjacent thereto, Fletcher Hill Addition to the City of Pueblo.

EXHIBIT B
MAP

Mitchell Park South Proposed Urban Renewal Area



 Mitchell Park South
Proposed Urban Renewal Area





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 14, 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 APPROVING A DATA USE AGREEMENT BETWEEN THE PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND THE CITY OF PUEBLO AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

SUMMARY:

This ordinance approves a data use agreement between the Public Health Department of Pueblo and the City of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

As part of an ongoing program/grant the City will provide the County with call data as part of a targeted outreach program.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

Attachment:
Agreement

ORDINANCE NO. _____

AN ORDINANCE APPROVING A DATA USE AGREEMENT BETWEEN THE PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND THE CITY OF PUEBLO AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

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

SECTION 1.

The Data Use Agreement between Pueblo Department of Public Health and Environment and the City of Pueblo, a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver said Agreement in the name of the City of Pueblo and the City Clerk is directed to 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 which are necessary or appropriate to implement the transactions described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

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

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

Data Use Agreement

THIS DATA USE AGREEMENT (the "Agreement") with an effective date of _____ is between **City of Pueblo, a Colorado municipal corporation** ("City") and the **Pueblo Department of Public Health and Environment** ("PDPHE").

WHEREAS, PDPHE desires to receive and use only Limited Data Set or other data set, as defined or otherwise identified herein, from City; and

WHEREAS, the City is willing to provide requested data to PDPHE subject to the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties agree as follows:

1. Definitions. The following terms as used in this Agreement shall have the following meaning:

"Limited Data Set" is Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual:

- A. Names;
- B. Postal address information, other than town or city, state, and zip code;
- C. Telephone numbers;
- D. Fax numbers;
- E. Electronic mail addresses;
- F. Social security numbers;
- G. Medical record numbers;
- H. Health plan beneficiary numbers;
- I. Account numbers;
- J. Certificate/license numbers;
- K. Vehicle identifiers and serial numbers, including license plate numbers;
- L. Device identifiers and serial numbers;
- M. Web Universal Resource Locators (URLs);
- N. Internet Protocol (IP) address numbers;
- O. Biometric identifiers, including finger and voice prints; and
- P. Full face photographic images and any comparable images.

"Confidential Information" means Personal Identifying Information as defined pursuant to § 24-73-101, C.R.S., and Protected Health Information and Electronic Protected Health Information as those terms are defined in the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act and the regulations issued thereunder (collectively, the "Privacy Regulations").

“De-Identified Data” means health information which is not individually identifiable health information and has been de-identified to meet the standards required pursuant to 45 C.F.R. § 164.514.

“PDPHE Requested Fire Department Data Set” means Calls for Service (OD calls, zipcode, date, and time) and Narcan Use (Date, condition upon arrival, condition upon departure, primary impression, age, zipcode)

2. Limited Data Sets. The City will disclose PDPHE Requested Fire Department Data Set to PDPHE. The data sets will be submitted to PDPHE by the 15th of each month by email in an Excel file to PDPHE at data@pueblocounty.us. PDPHE represents and warrants that transmission of the PDPHE Requested Fire Department Data Set in the manner requested and to said site complies with the Privacy Regulations. Prior to any use, PDPHE shall assure that any such data qualifies as Limited Data Set as herein defined. PDPHE shall be solely responsible for and liable for such determination. In accordance with the Privacy Regulations, PDPHE shall not use and shall return to City any such data that does not qualify as Limited Data Set and shall use all appropriate reasonable safeguards to prevent the use or disclosure of such unqualifying data. In addition, any use shall be subject to the following terms and conditions:

(a) Use of Limited Data Set. PDPHE may use and disclose the Limited Data Set only for purposes of the Pueblo County Partnership for Data Project which use PDPHE represent and warrants is a qualifying purpose under the Privacy Regulations for use of Limited Data Set, and PDPHE shall not use or disclose the Limited Data Set in any manner that would constitute a violation of the Privacy Regulations if used or disclosed by the City. PDPHE agrees not to use the Limited Data Set in such a way as to identify any individual and further agrees not to contact any individual. PDPHE shall limit the use or receipt of the Limited Data Set to the organizations participating in the Pueblo County Partnership for Data Project who have executed an agreement required pursuant to below Section 5.

(b) Safeguards against Misuse of Information. PDPHE shall use all appropriate reasonable safeguards to prevent the use or disclosure of the Limited Data Set other than as permitted under this Agreement. The PDPHE shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Limited Data Set.

(c) Reporting of Disclosures of Protected Health Information. The PDPHE shall, within ten (10) calendar days of becoming aware of any use or disclosure of the Limited Data Set in violation of the Agreement, report any such disclosure to Pueblo Fire Chief, Pueblo Fire Department, 151 Bonforte Blvd Pueblo, CO 81003; with copy to: City Attorney, City of Pueblo, 1 City Hall Place, 3rd Floor, Pueblo CO 81003.

(d) Liability and Indemnification. PDPHE shall be liable to the City and to the extent permitted by law shall indemnify and hold the City harmless from and against any and all liability and costs, including court costs, attorneys' and consultancy fees, created by a breach of this Agreement by PDPHE, its agents, subcontractors or organizations participating in the Pueblo County Partnership for Data Project. No term or condition of

this Agreement may be construed or interpreted as a waiver, express or implied, or any of the immunities, rights, benefits, protections or other provisions for the parties, of the Colorado Governmental Immunity Act, C.R.S. § Section 24-10-101 et seq.

(e) Notice of Request for Data. The PDPHE agrees to notify the City within three (3) business days of the PDPHE's receipt of any request or subpoena for the Limited Data Set or other Protected Health Information. If the City decides to challenge the validity of or assume responsibility for responding to such request or subpoena, the PDPHE shall cooperate fully with the City in connection therewith.

(f) Injunction. PDPHE acknowledges and agrees that the City will suffer irreparable damage upon the PDPHE's breach of this Agreement and that damages would be an inadequate remedy for such breach. The PDPHE acknowledges and agrees that the City may seek an action for an injunction to enforce the terms of this Agreement against the PDPHE, in addition to any other remedy the City may have of law or in equity.

(g) Ownership of Information. PDPHE acknowledges that, as between the PDPHE and the City, the Limited Data Set furnished to the PDPHE under this Agreement by City shall be and remain the sole property of the City, including any and all forms of the same developed by the PDPHE in the course of its fulfillment of its obligations under this Agreement.

3. De-Identified Data. To the extent PDPHE may prepare De-Identified Data based upon the Limited Data Set requested by PDPHE, PDPHE shall assure that any such data qualifies as De-Identified Data as herein defined. PDPHE shall be solely responsible for and liable for such determination and use.

4. Police Department Data Set. The City will disclose to PDPHE monthly drug related referrals, arrests by category of drug and zip code, and calls for service (call, OD call, zipcode, date and time). The data sets will be submitted to PDPHE by the 15th of each month by email in an Excel file to PDPHE at data@pueblounty.us.

5. Disclaimer of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL DATA SET PROVIDED BY CITY UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITH ALL FAULTS, AND CITY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO ANY DATA SET, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, OR THAT ANY DATA SET WILL OPERATE ERROR FREE, UNINTERRUPTED OR BE FREE OF VIRUSES. THE ENTIRE RISK AS TO THE SELECTION, SATISFACTION, QUALITY AND PERFORMANCE AND USE OF THE DATA SET SHALL BE WITH PDPHE.

6. Data Breach. In the event of a breach of Confidential Information that PDPHE may have pursuant to this Agreement, PDPHE shall report such breach to City immediately, but in no

event more than five (5) days after discovering the breach. A breach shall be treated as discovered at the point when any member of the PDPHE's workforce, contractors, agents, officials or organizations participating in the Pueblo County Partnership for Data Project is aware, or would be aware by exercising reasonable diligence, of the breach. A full written report will be provided to City no later than ten (10) business days from the date PDPHE becomes aware of the Breach.

(a) Any written report shall include, at a minimum: (a) the identification of the data has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the breach; (b) a description of what happened, including the date of the breach and the date of discovery of the breach; (c) a description of the types of data that were involved in the breach; (d) steps individuals should take to protect themselves from potential harm resulting from the Breach; (e) the identity of who made the non-permitted access, use or disclosure and who received the non-permitted access, use or disclosure, (f) a description of the PDPHE's investigation and response to the breach, (g) actions taken to prevent any further non-permitted access, uses or disclosures, and (h) actions taken to mitigate any deleterious effect of the non-permitted access, use or disclosure. PDPHE will provide additional information to City as requested.

(b) Mitigation and Cooperation. PDPHE shall mitigate, at PDPHE's sole cost and expense, any harmful effect that is known to it for the breach or use or disclosure of Confidential Information by PDPHE in violation of this Agreement. City shall ensure a breach risk assessment is conducted to determine whether Confidential Information has been compromised and notification to affected Individuals is required. PDPHE shall cooperate with City in the investigation of the event, conducting a breach risk assessment, and notification of Individuals as required by the Privacy and Security Regulations. City may delegate any or all aspects of the investigation, breach risk assessment, and notification of individuals to PDPHE.

(c) Notification Costs Related to Breach of PHI. In the event of a breach of Confidential Information caused by PDPHE, the costs related to notifying the affected Individuals shall be borne by PDPHE. Such costs, if appropriate and reasonable under the circumstances, may include the actual cost of notification, setting-up and managing a toll-free number, and credit monitoring.

7. Agreements by Third Parties. PDPHE shall obtain and maintain an agreement with each organization participating in the Pueblo County Partnership for Data Project who shall receive or have access to the Limited Data Set or other data provided by City under this Agreement. Pursuant to such agreement, each organization shall agree to be bound by the same restrictions, terms, conditions of use that apply to PDPHE pursuant to this Agreement. PDPHE shall ensure that such organization agree to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the Limited Data Set and other data provided by City under this Agreement.

8. Term. This Agreement will begin on the Effective Date and will continue until December 31, 2024 (the "Term") unless sooner terminated pursuant to the terms of this Agreement. Limited Data Set or other data provided by City to PDPHE in accordance with this

Agreement must be destroyed upon termination. This Agreement may not be extended or renewed, and the parties must enter into a new data use agreement upon termination of this Agreement.

(a) Termination. PDPHE reserves the right to terminate this Agreement upon thirty (30) days prior written notice to City if City materially fails to fulfill the terms of the Agreement or materially violates its conditions. The City may terminate this Agreement at any time.

(b) Data contained in a Limited or De-Identified Data Set shall not be subject to obligations to return such data to City and the obligations and liabilities set forth in the above Section 2, 3, 6 and 7 pertaining to such Limited Data Set or other data provided by City will survive any termination or expiration of the Agreement.

9. Additional Provisions.

(a) Force majeure. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of electrical outage, strike, natural disaster, or any other event beyond the control of the party, which makes performance impossible or impractical.

(b) Amendment to Comply with Law. PDPHE and the City agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 164) and the Security Standards (45 C.F.R. Part 164) (collectively, the "Standards") promulgated or to be promulgated by the Secretary of the Department of Health and Human Services, and with other changes in law. PDPHE agrees that it will fully comply with all such Standards and that it will agree to amend this Agreement as may be required to maintain compliance with the Standards.

(c) Section Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

(d) Integrations, Severability, Amendment, and Counterparts. This Agreement represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

(e) No Third Party Beneficiaries. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party.

(f) Waiver of Breach. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

(g) Authority of Signers. Each person signing this Agreement 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 Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

(h) Attorney's Fees and Costs of Collections. In the event that it becomes necessary for the City to bring any action or proceeding to enforce any provision of this Agreement, to recover damages for breach of this Agreement, or to seek specific performance of this Agreement, the City shall be entitled to collect its reasonable attorneys fees, costs of suit, and costs of collection as part of the judgment in such action or proceeding.

(i) Certain Provisions Survive Expiration and Termination. The obligations and liabilities of PDPHE set forth in Sections Section 2, 3, 6 and 7 of this Agreement shall survive any termination or expiration of the Agreement.

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

(k) Assignment. Except as otherwise expressly provided in this Agreement, this Agreement shall not be assigned by PDPHE.

(l) Notices. Any notices required pursuant to this Agreement shall be in writing and sent by mail or by facsimile addressed as identified below:

City: Pueblo Fire Chief, Pueblo Fire Department, 151 Bonforte Blvd., Pueblo,
CO 81003;
Pueblo Police Chief, Pueblo Police Department, 200 S. Main Street, Pueblo,
CO 81003;
with copy to: City Attorney, City of Pueblo, 1 City Hall Place, 3rd Floor, Pueblo
CO 81003

PDPHE: Pueblo Department of Public Health and Environment,
Randy Evetts, Public Health Director, 101 W 9th St., Pueblo, CO 81003

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

PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

By: Randy J. Evetts
Randy Evetts, Public Health Director

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION,

By: Nicholas A. Gradisar, Mayor

ATTEST:



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 14, 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 APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR FIRE DEPARTMENT MEDICAL DIRECTOR BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND MICHAEL MANDRELL, M.D., AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This ordinance approves the selection of Michael Mandrell M.D., to act as the City of Pueblo Fire Department Medical Director.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In cooperation with AMR (American Medical Response) Pueblo County selected a new medical director for the area.

FINANCIAL IMPLICATIONS:

The Medical Director will be compensated \$950/mo for their services to the department.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

Attachment:
Agreement

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR FIRE DEPARTMENT MEDICAL DIRECTOR BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND MICHAEL MANDRELL, M.D., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Professional Services Agreement for Fire Department Medical Director (“Agreement”) between and Pueblo, a municipal corporation and Michael Mandrell, M.D., attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

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

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 by and between Michael Mandrell, M.D., a Colorado Emergency Medicine Physician, hereinafter referred to as “MD” and Pueblo, a municipal corporation, hereinafter referred to as “AGENCY”, agree as follows:

RECITALS

1. **MD** is a licensed physicians who possesses all qualifications required by law to act as medical director including all requirements and qualifications set forth in Chapter 2 of 6 CCR I 015-3, Rules Pertaining to EMS Practice and Medical Director Oversight ("Rules").
2. **AGENCY** is an EMS Services Agency under the Rules.

AGREEMENTS

1. PHYSICIAN SERVICES

MD shall perform all duties as the medical director for Agency required or consistent with the Rules, including but not limited to the following:

- A. **Trip Sheet Review:** The MD shall perform trip sheet reviews on a monthly basis as the Agency and MD see fit unless the trip sheet involves one of the following:
 - a. Transports during which advanced or waived procedures are performed
 - b. Emergent returns
 - c. Refusals of transport
 - d. Deviations from protocol
 - e. Patient complaints
 - f. Behavioral issues

It is the Agency’s responsibility to present in a timely manner these trip sheets to MD medical director for review.

- B. **Continuing Education In-Service:** The MD shall provide periodically continuing education in-services as requested. The date and topics will also be mutually agreed upon and scheduling of the in-service will be announced to its members by the Agency.
- C. **Protocol Review:** The MD will annually review Agency protocols and standing

orders and updated as needed.

- D. **Waivers:** The MD will oversee the approval process and renewal process of any Colorado EMS Medical Waivers that the Agency might have or create. The Agency will be responsible for reporting data as outlines in the Waiver approval.

MD shall be responsible for the professional quality, timely completion and the coordination of all services rendered by MD, including but not limited to reports, policies, and procedures, and shall, without additional compensation promptly remedy and correct any errors, omissions and other deficiencies. MD represents that is has, or will secure at its own expense, all personnel necessary to perform the services pursuant to this Agreement. All services shall be performed by MD or under its supervision and all personnel engaged in performing said services shall be qualified to do so.

2. **COMPENSATION:** Compensation for the above services shall be \$950.00 per month, payable on the first of each month to:

MD
Name
Address
City, State Zip

3. **TERM:** The term of this agreement shall be for one (1) year. This agreement may be terminated by either party within ninety (90) days written notice to the other party. This agreement shall automatically renew for successive one-year periods unless otherwise terminated.

4. **INDEMNITY AND INSURANCE RESPONSIBILITIES:**

- A. MD shall assume all risk in connection with MD's performance of this Agreement and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the MD, his/her agents, servants, and/or employees in connection with the prosecution and completion of the services under the Agreement. The MD shall indemnify and hold Agency and its past, present and future elected officials, officers, directors, agents, counsel and employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the Agency arising from the negligent or willful acts, errors or omissions of the MD, its agents, servants and/or employees in the performance of this Agreement, and the MD will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or

termination of this Agreement.

- B. MD, at its own expense, shall keep in full force and at all times maintain during the term of this Agreement Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to Agency, coverage for MD on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage. The MD, at its own expense, shall keep in force and at all times maintain during the term of this Agreement Professional Liability coverage in the amount of not less than One Million Dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) aggregate for errors and omissions damages. The MD shall provide Agency with Certificates of Insurance on such policies in forms acceptable to the Agency, which Certificates will be furnished to the Agency upon execution of this Agreement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Further, MD shall name the Agency as an additional insured under such insurance policies and shall furnish evidence of the same to the Agency.
- C. MD shall comply with state and federal requirements pertaining to Workmen's Compensation insurance and employee liability insurance. MD acknowledges that MD and any employees are not entitled to unemployment insurance benefits from the Agency and that the Agency will not pay for or otherwise provide such coverage to MD or any of its employees.

5. MISCELLANEOUS PROVISIONS:

- A. No Multi-year Fiscal Obligation on the Agency. This agreement is expressly made subject to the limitation of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriates by the Agency contrary to Article X, s 20 Colorado Constitution or any other constitutional, statutory or charter debit limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of the Agency which may arise under this agreement in any fiscal year after 2022, in the event the budge 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 agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Agency.
- B. Relationship: The parties understand and agree that MD is an independent contractor and is not an employee of Agency. As an independent contractor, MD

is not entitled to employee compensation or any employee benefits that Agency may provide to its employees. MD shall procure and maintain during the period of this agreement and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado.

- C. Work Quality: MD warrants to Agency that all services will be provided in a timely and professional manner in accordance with the reasonable standards of the profession.
- D. Third Parties: This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages, to bring suit or other proceedings against either party hereto.
- E. Assignment: This Agreement is for personal services predicated upon the special abilities or knowledge of MD This Agreement. This Agreement shall not be assigned by MD without the prior written consent of the Agency, which consent may be granted, denied, or conditioned in Agency's sole and absolute discretion
- F. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding between the parties.
- G. Modification: This Agreement may be modified or amended only by written instrument signed by both parties hereto.
- H. Law and Venue: The laws of the State of Colorado shall govern this Agreement and any dispute concerning same that can't be resolved without litigation, venue shall be held in Pueblo District Court.
- I. Attorney Fees: If an action is brought to enforce this Agreement or for damages as a result of breach of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.
- J. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement and that the person signing this Agreement has been authorized by the party to sign on its behalf.

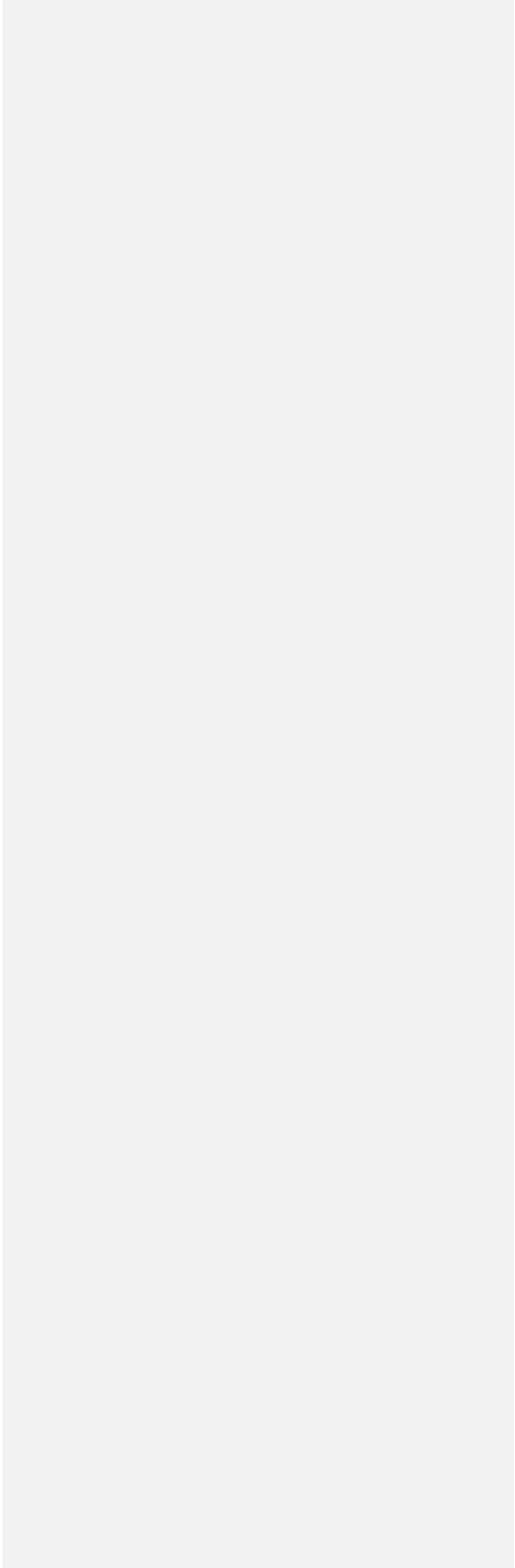
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written .

AGENCY-PUEBLO, a municipal corporation,

MD-Michael Mandrell

By: _____
MAYOR

ATTESTED BY: _____
CITY CLERK





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 14, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 RELATING TO A 4/10 WORK SCHEDULE FOR EMPLOYEES ASSIGNED TO THE SPECIAL INVESTIGATIONS DIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

The proposed Memorandum of Understanding implements a 4/10 work schedule (Ten [10] hour shifts for four (4) consecutive days during the workweek) on a trial basis for covered employees assigned to the Special Investigations Division.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

This schedule adjustment will benefit the employees of the Narcotics Unit in several ways. First, the Unit will be able to dedicate 25% consecutive hours to their daily work without causing overtime hours. Second, the move to the four-day workweek aligns the Special Investigations Division (SID) with the vast majority of the Pueblo Police Department. The SID is one of the few groups within the organization still on the five-day workweek. The three-day break rather than the two-day break increases employee satisfaction, allows the employees of the Unit to disconnect and decompress; to take time away to dedicate to their home lives. The PPD could benefit through increased productivity, decreased worker burnout, and lower turnover.

FINANCIAL IMPLICATIONS:

There should be no additional cost to the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council may decline the MOU. If that occurs, the Division will continue their current schedule.

RECOMMENDATION:

The Pueblo Police Department recommends approval of the Ordinance.

Attachments:

MOU

ORDINANCE NO. _____

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 RELATING TO A 4/10 WORK SCHEDULE FOR EMPLOYEES ASSIGNED TO THE SPECIAL INVESTIGATIONS DIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Memorandum of Understanding between the City of Pueblo and the International Brotherhood of Police Officers Local 537 (“Amendment”), 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 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 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 _____.

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this ___ day of January, 2022 by and between the City of Pueblo, a municipal corporation (“City”) and the International Brotherhood of Police Officers Local 537 (“Union”).

WHEREAS, City and Union are currently parties to a collective bargaining agreement commencing January 1, 2020 (“Labor Agreement”).

WHEREAS, subject to the terms and conditions herein set forth, Union and City are interested in implementing a work schedule on a trial basis for covered employees assigned to the Special Investigations Division which work schedule differs from the prescribed work schedules set forth in Article 33 of the Labor Agreement.

NOW THEREFOR, in consideration of the mutual covenants and agreements to be performed as hereinafter set forth, the parties agree as follows:

1. Covered employees assigned as Detectives or Detective Sergeant to the Narcotics Section and Criminal Information Section of the Special Investigation Division of the Pueblo Police Department shall not work the prescribed work schedules set forth in Article 33 of the Labor Agreement but shall instead work the following basic work week and shift and with the following conditions:

(a) Ten (10) hours shifts for four (4) consecutive days during the workweek. Work schedules including workdays and shift start and end times shall be determined and may be changed at the discretion of the Chief of Police or designee. Such discretion shall not be exercised in an arbitrary or capricious manner.

(b) Work schedules shall include the scheduling of three day off in a workweek. The scheduling of such days off shall not limit nor otherwise impair the right to assign mandatory overtime.

(c) Workdays and shift start and end times shall be scheduled to commence no earlier than 8:00 a.m. and to end no later than 2:00 a.m. the following calendar day. The workweek shall commence at 6:00 a.m. Monday and end at 5:59 a.m. the following Monday.

2. This MOU shall not apply to covered employees assigned to any other Section, squad or work group in the Special Investigation Division of the Pueblo Police Department including but not limited to the DEA Task Force.

3. During the term of this MOU, the Union waives any obligation the City may have to comply with any provisions of the Labor Agreement in conflict with the provision of this MOU and its implementation.

4. This MOU is temporary and subject to termination by the City at any time, in its sole discretion, with or without cause. Notice of such termination shall be mailed to Union in the manner provided

in the parties' Labor Agreement and at least 30 days prior to the effective date of termination. The decision to terminate this Memorandum of Understanding shall not be subject to the grievance and arbitration procedures set forth in the Labor Agreement between Union and City.

5. This Memorandum of Understanding shall have no precedential value with respect to the terms and conditions of employment shall not be relied upon as identifying or establishing any past practice between the parties and shall not be construed in any manner as limiting or affecting the management rights of City.

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

For City

For Union

By: _____

By: _____

Title: City Mayor

Title: President

Print Name: Nick Gradisar

Print Name: Jimmie Quintana



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 14, 2022

TO: President Heather Graham and Members of City Council
CC: Mayor Nicholas A. Gradisar
VIA: Marisa Stoller, City Clerk
FROM: Michael Miller, Assistant City Attorney
SUBJECT: AN ORDINANCE AMENDING CHAPTER 1 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE UPDATING OFFENSES AGAINST PROPERTY PROVISIONS IN ACCORDANCE WITH CHANGES TO THE COLORADO REVISED STATUTES

SUMMARY:

This Ordinance amends various provisions of the Pueblo Municipal Code to expand the Municipal Court's authority in accordance with State law.

PREVIOUS COUNCIL ACTION:

There has been no previous council action.

BACKGROUND:

The Municipal Court does not hear cases that could be filed as a felony in Colorado's District Courts. As a result, thefts from a merchant, theft from a non-merchant, and destruction of property cannot be prosecuted in municipal court unless the value of the thing stolen/damaged is one-thousand dollars (\$1,000) or less.

The Colorado Legislature has amended the Colorado Revised Statutes to classify theft and destruction of property (called criminal mischief under the statutes) as felonies if the value of the thing stolen/damaged is more than two-thousand dollars \$2,000.

This Ordinance will amend the Municipal Code to allow the municipal court to hear theft from merchant, theft from non-merchant, and destruction of property cases where the value of the thing stolen/damaged is less than two-thousand dollars (\$2,000), mirroring the definitions in the Colorado Revised Statutes.

The Colorado Legislature has also deleted the provision of the Colorado Revised Statutes that makes theft of a motor vehicle part a felony. Thefts of motor vehicle parts will be handled at the state level in the same manner as other thefts. This ordinance removes the theft of motor vehicle parts over one-thousand dollars (\$1,000) exception from the Municipal Code.

FINANCIAL IMPLICATIONS:

If this Ordinance passes, the Municipal Court could see more theft from merchant, theft from non-merchant, and destruction of property cases filed in municipal court. This could result in more fines being collected by the Municipal Court but would also require more staff time to process the additional cases. Any impact on the City's finances is expected to be minimal.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance does not pass, the Municipal Court will be unable to hear some cases that would be considered misdemeanors under Colorado Law. State courts do not prosecute theft cases where the amount of the theft is less than \$2,000 and therefore, some thefts may occur without consequence.

RECOMMENDATION:

Passage of the Ordinance

Attachments:

Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 1 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE UPDATING OFFENSES AGAINST PROPERTY PROVISIONS IN ACCORDANCE WITH CHANGES TO THE COLORADO REVISED STATUTES

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Article IV of Chapter 1 of Title XI is hereby amended to read as follows:

Sec. 11-1-401. Theft from a merchant.

(a) It shall be unlawful for any person to obtain or exercise control over any meals, goods, services or accommodations having a value of less than ~~one~~two thousand dollars ~~[\$1,000.00]~~[\$2,000.00] which are the property of another exposed or available for sale or available to rent or for hire, with the intent to convert the same to his or her own use without payment of the purchase price or rent therefor.

(b) Theft from a merchant is a Class 2 municipal offense.

Sec. 11-1-402. Damaging, defacing or destruction of property.

(a) It shall be unlawful for any person to knowingly damage, deface, destroy or injure the real or personal property of one (1) or more other persons in the course of a single episode where the aggregate damage to the real or personal property is less than ~~one~~two thousand dollars ~~[\$1, 000.00]~~[\$2,000.00].

(b) Damaging, defacing or destruction of property is a Class 2 municipal offense, provided that if the person found guilty of violating Subsection (a) was under eighteen (18) years of age on the date of violation, the court shall not impose a jail sentence.

Sec. 11-1-403. - Damaging, defacing or destruction of City property.

(a) It shall be unlawful for any person to knowingly damage, deface, destroy or injure the real or personal property of the City in the course of a single episode where the aggregate

damage to the real or personal property is less than ~~one~~ **two** thousand dollars ~~[(\$1, 000.00)]~~
(\$2,000.00).

(b) Damaging, defacing or destruction of City property is a Class 2 municipal offense, provided that if the person found guilty of violating Subsection (a) was under eighteen (18) years of age on the date of violation, the court shall not impose a jail sentence.

Sec. 11-1-407. Theft.

It shall be unlawful and a Class 2 municipal offense for any person to knowingly obtain or exercise control over any thing of value of another without authorization and with the intent to permanently deprive the other person of the use or benefit of the thing of value; provided, however, that this Section shall have no application:

(1) Where the thing of value has a value of ~~one~~ **two** thousand dollars ~~[(\$1, 000.00)]~~**(\$2,000.00)** or more or is intangible personal property;

(2) Where the other person (victim) is seventy (70) years of age or older and the offense is committed in such person's presence;

(3) Where the other person (victim) is disabled because of the loss of or permanent loss of use of a hand or foot or because of blindness or the permanent impairment of vision in both eyes to such a degree as to constitute virtual blindness and the offense is committed in such person's presence; or

~~[(4) Where the thing of value is a motor vehicle part which has a value of one thousand dollars (\$1,000.00) or more removed from a motor vehicle during the theft.]~~

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 thirty (30) days after final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 14, 2022

TO: President Heather Graham and Members of City Council
CC: Nicholas A. Gradisar, Mayor
VIA: Marisa Stoller, City Clerk
FROM: Michael Miller, Assistant City Attorney
SUBJECT: AN ORDINANCE AMENDING CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE RELATING TO THE NOTICE PERIOD FOR THE REMOVAL OF ABANDONED VEHICLES

SUMMARY:

This is an Ordinance amending Chapter 3 of Title VII of the Pueblo Municipal Code, relating to the notice period for the removal of abandoned vehicles.

PREVIOUS COUNCIL ACTION:

Through Ordinance No. 9836 on December 14, 2020, Council approved the adoption of the 2020 Model Traffic Code, as amended, as the new Pueblo Traffic Code. That Ordinance adopted Part 18, which relates to abandoned vehicles.

BACKGROUND:

Under the current Pueblo Municipal Code, a motor vehicle is considered abandoned if it is left unattended on a public street for seventy-two (72) or more continuous hours. This Ordinance would amend the Code to define a motor vehicle as abandoned if it is left on a public street for forty-eight (48) or more continuous hours, which is consistent with the timelines adopted for notice pertaining to abandoned vehicles found in the Pueblo Traffic Code, P.M.C. § 15-1-1 *et seq.*

FINANCIAL IMPLICATIONS:

As part of the regular course of policing, the City imposes fines upon vehicles that have been abandoned under local law. These collected fees are not likely to have a significant impact on the finances of the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance does not pass, the municipal code will not be amended and there will be a conflict between it and the Pueblo Traffic Code.

RECOMMENDATION:

Passage of the Ordinance

Attachments:

Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE RELATING TO THE NOTICE PERIOD FOR THE REMOVAL OF ABANDONED VEHICLES

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 7-3-44 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 7-3-44. - Abandoned vehicles.

(a) It shall be unlawful for any person to abandon any vehicle on any public right-of-way, public parking lot or other public property, or upon any private property without the consent of the owner or occupant of said property.

(b) An abandoned vehicle is any motor vehicle left standing for more than **forty-eight** **(48)** [seventy-two (72)] hours upon any portion of a highway right-of-way, public parking lot or other public property, or upon any private property without the consent of the owner or occupant of such property.

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 thirty (30) days after final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

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

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 14, 2022

TO: President Heather Graham and Members of City Council
CC: Mayor Nicholas A. Gradisar
VIA: Marisa Stoller, City Clerk
FROM: Michael Miller, Assistant City Attorney
SUBJECT: AN ORDINANCE AMENDING CHAPTER 3 OF TITLE XI TO CONFORM WITH STATE STATUTES AND REGULATIONS

SUMMARY:

Attached for consideration is a text amendment to Sections 11-3-8 and 11-3-26 of the Pueblo Municipal Code. This amendment relates to the penalties for violating the Liquor Code at the local level pursuant to C.R.S. § 44-3-603.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Pueblo Municipal Code Sections 11-3-8 and 11-3-26 pertain to discipline of municipal liquor licenses. This Ordinance updates the language of these provisions in accordance with state law, allowing the City's Liquor Board to fine licensees upon the finding of a violation and increasing the minimum fine that may be issued. These amendments bring the Pueblo Municipal Code in line with C.R.S. § 44-3-603 and 1 C.C.R. 203-2-47-603.

FINANCIAL IMPLICATIONS:

The increase in the minimum fine in accordance with State law would result in minimal additional funds for the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the code provision as is would limit the authority of the local Liquor Board and allow liquor licensees to pay lower fines than at the State level.

RECOMMENDATION:

Staff recommends approval of this Ordinance.

Attachments:

Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3 OF TITLE XI TO CONFORM WITH STATE STATUTES AND REGULATIONS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 11-3-8 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-3-8. - Suspension and revocation of license.

The Liquor and Beer Licensing Board shall have the power to **fine**, suspend, or revoke any license issued by the Board on its own motion or on complaint for any violation by the licensee or by any of the agents, servants or employees of such licensee of the provisions of **the Pueblo Municipal Code**, the Colorado Liquor Code, the Colorado Beer Code, or any of the rules and regulations authorized pursuant to such codes, or any of the terms, conditions or provisions of the license issued by the Board, after investigation and public hearing at which the licensee shall be afforded an opportunity to be heard. **The calculation of fines, and fines in lieu of suspension, shall be in accordance with the Colorado Liquor Code, Colorado Beer Code, or any of the rules and regulations authorized pursuant to such codes, and any minimums and maximum payments set forth therein.**

(a) The Board shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to the determination of any hearing which it is authorized to conduct.

(b) Notice of **fine**, suspension, or revocation, as well as any required notice of **[such] a hearing for the same**, shall be given by mailing **[same] the notice** in writing to the licensee at the address contained in such license. No such suspension shall be for a longer period than six (6) months.

(c) Any license may be summarily suspended by the Board without notice pending any prosecution, investigation or public hearing. Nothing in this Section shall prevent the summary suspension of such license for a temporary period of not more than fifteen (15) days.

(d) If any license is **fined**, suspended, or revoked, no part of the fees paid therefor shall be returned to the licensee.

(e) The Board shall have the power to implement the optional procedures set forth in **[Subsections (3) to (6) of]** Section 44-3-601 of the Colorado Liquor Code, as amended, which the City Council hereby accepts and adopts.

SECTION 2.

Section 11-3-26 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-3-26. - Penalty.

Any licensee violating any of the provisions of Sections 11-3-21 to 11-3-25, inclusive[,], of this Article, shall, upon conviction thereof **by the Pueblo Municipal Court**, be fined in a sum not less than **[two hundred dollars (\$200.00)] five hundred dollars (\$500.00)** nor more than one thousand dollars (\$1,000.00). **Any licensee violating any of the provisions of the Pueblo Municipal Code, the Colorado Liquor Code, Colorado Beer Code, or any of the rules and regulations authorized pursuant to such codes, inclusive of this Article, may, upon a finding thereof by the Liquor and Beer Licensing Board, be penalized in accordance with 1 C.C.R. 203-2: 47-603, as may be amended.**

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective thirty (30) days after final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

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

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 14, 2022

TO: President Heather Graham and Members of City Council
CC: Mayor Nicholas A. Gradisar
VIA: Marisa Stoller, City Clerk
FROM: Mike Miller, Assistant City Attorney
SUBJECT: AN ORDINANCE AMENDING TITLE XI OF THE PUEBLO MUNICIPAL CODE TO CORRECT TERMINOLOGY FOR VENOMOUS ANIMALS

SUMMARY:

Attached for consideration is a text amendment that will amend Title XI of the Pueblo Municipal Code, correcting language for venomous animals.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The Pueblo Municipal Code, as originally enacted, prohibits poisonous animals as pets within the City. However, "poisonous" refers to something that is ingested, whereas "venomous," the correct term, refers to an animal that injects poison when it bites. This ordinance corrects the language of the code, clarifying that the provisions apply to venomous animals.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the code is not amended in accordance with this Ordinance, issues with regards to enforcement could occur.

RECOMMENDATION:

Staff recommends approval of this Ordinance.

Attachments:

Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XI OF THE PUEBLO MUNICIPAL CODE TO CORRECT TERMINOLOGY FOR VENOMOUS ANIMALS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 11-1-405 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-1-405. - Nuisances.

(a) Definitions. As used in this Section:

(1) Nuisance shall mean any substance, condition or activity which results in a condition detrimental to the health or safety of any of the inhabitants of the City, and includes but is not limited to those substances, conditions and activities specifically deemed to be nuisances either by this Chapter or by any other ordinance of the City.

(2) *Wild or dangerous animal* shall mean and include any and all species of:

(i) **[poisonous] venomous** reptiles; (ii) lizards belonging to the family Varanidae; (iii) crocodylians with a length greater than one (1) foot; (iv) all species of nonhuman mammals excepting the: (A) domestic cat (*Felis catus*); (B) Chinchilla (*Chinchilla laniger*); (C) domestic dog (*Canus familiaris*); (D) domestic ferret (*Mustelaputoris furo*); (E) Mongolian gerbil (*Meriones unguicularus*); (F) guinea pig (*Cavia porcellus*); (G) hamster (*Mesocricetus auratus*); (H) domestic mouse (*Mus domesticus*); (I) domestic rabbit (*Orycholagus cuniculus*); (J) domestic rat (*Rattus rattus albino strain*); (K) squirrel monkey (*Saimiri scuirous*); (L) owl monkey (*Aotus trivirgatus*); (M) wooley monkey (*Lagothrix lagothrica*); (N) horse; (O) mule; (P) donkey; (Q) burro; (R) cow or bull; (S) sheep; (T) goat; (U) pig; (V) chicken; (W) goose; (X) duck; (Y) turkey; or (Z) honeybee, provided, however, that the number of honeybees does not exceed the number contained in two (2) beehives located on the same property. For purposes of subparagraph (Z), a beehive shall mean any container housing no more than one (1) colony of honeybees including one (1) queen bee.

...

SECTION 2.

Section 11-4-1 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-4-1. – Definitions.

As used in this Chapter, the term:

...

(14) *Wild animal* shall mean any species of animal which exists in a natural unconfined state and is not commonly domesticated or suitable for domestication. The term specifically includes, without limitation, all species of [poisonous] **venomous** reptiles, lizards belonging to the family Varanidae and crocodilians.

...

SECTION 3.

Section 11-4-33 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-4-33 - Prohibited animals.

(a) It is hereby declared to be a nuisance, and it shall be unlawful and a municipal offense for any person to keep, pasture or maintain in the City any wild animals, [poisonous] **venomous** snakes, constricting snakes over twelve (12) feet in length, hogs, pigs, swine, sheep, horses, emus, rheas, ostriches, llamas, cattle, pea fowl, guinea hens or goats, except in a public zoo; except that hogs, pigs, swine, sheep, horses, cattle, pea fowl, guinea hens or goats may be kept upon land zoned for agricultural use, provided that said animals are kept, pastured and maintained in compliance with this Chapter and all applicable ordinances of the City.

(b) Notwithstanding anything to the contrary in Subsection (a) of this Section, it shall not be unlawful for any person to possess, harbor, keep or maintain not more than two (2) domesticated pot-bellied pig upon any premises within the City, provided that said person complies with all other provisions of this Chapter. Domesticated pot-bellied pigs shall not exceed one hundred (100) pounds. Any such pigs must be registered with the Pueblo Animal Shelter, spayed or neutered if over two (2) months old, and vaccinated. Pot-bellied pigs must be licensed under P.M.C. Sections 11-4-43, 11-4-44, 11-4-45, and 11-4-46.

(c) Notwithstanding anything to the contrary in Subsection (a) of this Section, it shall not be unlawful for any person to possess, harbor, keep or maintain not more than two (2) domesticated miniature goats upon any premises within the City. Domesticated miniature goats shall not exceed one hundred (100) pounds. Any such goats must be registered with the Pueblo Animal Shelter, neutered if over two (2) months old, vaccinated, and hornless or debudded. Miniature goats must be licensed under P.M.C. Sections 11-4-43, 11-4-44, 11-4-45, and 11-4-46. The person possessing, harboring, keeping or maintaining the goat or goats must comply with all other provisions of this Chapter.

(d) Any animal which constitutes a known safety or health hazard or other type of nuisance, may at the order of the Mayor be impounded in accordance with this Chapter and shall not be released to the owner or any other person; provided, however the animal may be released to the appropriate authorities or zoo if applicable. Animals may be humanely euthanized in accordance with Chapter 4.5 of this Title XI if in the opinion of the License Officer the animal constitutes a safety or health hazard.

SECTION 4.

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

SECTION 5.

This Ordinance shall become effective thirty (30) days after final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
RESOLUTION**

COUNCIL MEETING DATE: March 14, 2022

TO: President Heather Graham and Members of City Council
CC: Nicholas A. Gradisar, Mayor
VIA: Marisa Stoller, City Clerk
FROM: Lori Pinz, Director of the Information Technology Department
SUBJECT: A RESOLUTION AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF \$267,851 FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES OF ENHANCING CYBERSECURITY AS AUTHORIZED BY SECTION 603(a)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND FINAL RULE 31 CFR 35.6 (d)

SUMMARY:

This Resolution provides funding for the purchase of ninety-two terabytes (92TB) of network storage for the purpose of enhancing Cybersecurity efforts for the City of Pueblo as authorized by Section 603(a)(1)(C) of the American Rescue Plan Act and Final Rule 31 CFR 35.6(d).

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI-2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND

To enhance the City's protection against a cybersecurity event like a ransomware attack requires a substantial time and money for computer hardware and software and a continuing change in strategy every time a new method for an attack occurs. With the COVID pandemic, these attacks have significantly increased. The City's Information Technology Department (IT) receives weekly and sometimes daily information from the Department of Homeland Security discussing cyber threats. In some cases, the IT Department must change how it does things or adds additional protections.

One of our best defenses against any cyber-event like ransomware is regularly and frequently backing up using different strategies. In the case of any event having a diligent data backup process can limit the damage caused. It eliminates the need to pay any ransom and eliminates the risk of not getting your data back even after paying it. Due to a recent vulnerability IT had to respond to, it was determined immediate changes were required to improve the City's back up strategy and network protections. These changes require additional network storage to be purchased so that the City's protection levels can be enhanced and sufficiently implemented.

FINANCIAL IMPLICATIONS

One-time cost of \$267,851.00 for 92TB of storage.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to support or fund the additional storage and costs will need to be found through other means. Cybersecurity enhancements will be delay introducing risk to the security of the City's data.

RECOMMENDATION

Approval of the Resolution

Attachments:

Copy of proposed Resolution

RESOLUTION NO. 14830

A RESOLUTION AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF \$267,851 FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES OF ENHANCING CYBERSECURITY AS AUTHORIZED BY SECTION 603(a)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND FINAL RULE 31 CFR 35.6 (d)

RECITALS

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

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under the Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") to fund additional network storage; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

Funds in the amount of \$267,851.00 are hereby authorized for payment from Project No. CI-2113 – American Rescue Plan Act, to the City’s Information Technology Department for purposes of enhancing the cybersecurity efforts for the City.

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.

INTRODUCED: March 14, 2022

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: [Signature]
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 14, 2022

TO: President Heather Graham and Members of City Council

CC: Nick Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: City Council Member Dennis Flores

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF FIVE THOUSAND ONE HUNDRED EIGHTY-NINE DOLLARS AND SEVENTY CENTS (\$5,189.70) FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO GLOBAL SPECTRUM, L.P., A DELAWARE LIMITED PARTNERSHIP, AS AGENT FOR THE CITY OF PUEBLO FOR SPONSORSHIP OF PUEBLO HAS TALENT 2022 PERFORMANCE

SUMMARY:

Attached for consideration is an expense worksheet for costs associated with the use of Pueblo Memorial Hall for the Pueblo Has Talent 2022 performance.

PREVIOUS COUNCIL ACTION:

City Council sponsored this event in 2019 and 2020.

BACKGROUND:

City Council Member Dennis Flores is requesting sponsorship of the cost of use of Memorial Hall for the 2022 Pueblo Has Talent performance. For seven years now, Pueblo Has Talent has provided a platform for local and regional entertainment artists to serve out generous portions of outstanding entertainment while demonstrating skill and creativity. This community event has been successful at encouraging, motivating, and assisting the many young and old contestants and inspiring the onlookers.

FINANCIAL IMPLICATIONS:

Payment of Funds in the amount of \$5,189.70 would be made from the Council Contingencies Account in the 2022 General Fund Budget to Global Spectrum, L.P., as agent for the City of Pueblo.

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 Member Dennis Flores.

Attachments:

Proposed Resolution

Council Contingencies spreadsheet

Anticipated Expense Worksheet

RESOLUTION NO. 14831

A RESOLUTION AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF FIVE THOUSAND ONE HUNDRED EIGHTY-NINE DOLLARS AND SEVENTY CENTS (\$5,189.70) FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO GLOBAL SPECTRUM, L.P., A DELAWARE LIMITED PARTNERSHIP, AS AGENT FOR THE CITY OF PUEBLO FOR SPONSORSHIP OF PUEBLO HAS TALENT 2022 PERFORMANCE

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

SECTION 1.

Funds in the amount of \$5,189.70 from the Council Contingencies Account in the 2022 General Fund Budget are hereby authorized to be paid to Global Spectrum, L.P., as agent for the City of Pueblo, for the sponsorship of the use of Pueblo Memorial Hall for the Pueblo Has Talent 2022 performance.

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: March 14, 2022

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

1 City Hall Place
 Pueblo, CO 81003
 p. 719.542.1100
 f. 719.583.9351
www.pueblomemorialhall.com



Anticipated Expense Worksheet

Group: Pueblo Has Talent
Event Dates: Sunday, May 1st & May 8th, 2022
Group Contact: Jesse Sena
Event Type: Rental - Talent Show

| Number of Days | Space | Rate | Total |
|----------------|------------------------------|-------------|-------------|
| 2 | Memorial Hall - Event Rental | \$ 1,900.00 | \$ 3,800.00 |
| | Room Rental Subtotal | | \$ 3,800.00 |
| | | 2 | |

| Quantity | Audio Visual/ Equipment | Price Per Day | Total |
|----------|---|---------------|--------------------|
| | Total | | \$ 3,800.00 |
| 1 | Front of House Truss | \$ 450.00 | \$ 450.00 |
| 6 | Wireless Microphones | \$ - | \$ - |
| 1 | Spotlight Rental per unit if applicable (3 available) | \$ 125.00 | \$ 125.00 |
| | Lincenses (ASCAP/ BMI, OTHER) (Promoter pays direct) | \$ - | \$ - |
| | Subtotal | | \$ 575.00 |
| | 7.6% Sales Tax | | \$ 43.70 |
| | Audio Visual Total | | \$ 618.70 |

| Quantity | Labor Estimate | | | |
|----------|--|----------|------------------|-----------|
| 12 | Security - 2 officers 6hrs each, for a total of 12 hours | \$ 18.00 | \$ 216.00 | Estimates |
| 6 | 1 Sound Operator 4pm - 9:00pm | \$ 15.00 | \$ 90.00 | Estimates |
| 7 | 1 Light Operator 4pm - 9:00pm | \$ 15.00 | \$ 105.00 | Estimates |
| 6 | Spotlight operator per unit if applicable | \$ 15.00 | \$ 90.00 | Estimates |
| 18 | Operations Labor - Setup, Event, & Clean Up | \$ 15.00 | \$ 270.00 | Estimates |
| | Subtotal | | \$ 771.00 | |
| | Labor Total | | \$ 771.00 | |

Insurance (Client will provide own insurance per contract requirements if desired.)
 \$ - \$ -

Total Anticipated Charges \$ 5,189.70

The authorized signature states that you have read the entire estimate and understand that prices may vary based on actual selections.

Client's Signature: _____ Date: _____



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 14, 2022

TO: City Council President Heather Graham and Members of City Council
CC: Nick Gradisar, Mayor
VIA: Marisa Stoller, City Clerk
FROM: City Council Member Sarah Martinez
SUBJECT: A RESOLUTION AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF TWELVE HUNDRED DOLLARS (\$1,200) FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO CHILD ADVOCACY CENTER FOR SPONSORSHIP OF THE BLUE TIE GALA FUNDRAISER

SUMMARY:

Attached for consideration is a sponsorship request for a table of ten to the Blue Tie Gala event in support of the Pueblo Child Advocacy Center.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Sarah Martinez is requesting sponsorship of the Blue Tie Gala, a charity ball for the benefit of the Pueblo Child Advocacy Center. The Pueblo Child Advocacy Center is a nonprofit organization actively working to prevent child abuse and provide ongoing support to children victims and their non-offending family members through the investigation of child abuse. Proceeds will support the Center's mission to provide a coordinated, multidisciplinary and humane approach to the problem of child abuse.

FINANCIAL IMPLICATIONS:

Payment of Funds in the amount of \$1,200.00 would be made from the Council Contingencies Account in the 2022 General Fund Budget to the Pueblo Child Advocacy Center.

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 Member Sarah Martinez.

Attachments:

Proposed Resolution

Council Contingencies spreadsheet

Sponsorship Request

RESOLUTION NO. 14832

A RESOLUTION AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF TWELVE HUNDRED DOLLARS (\$1,200) FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO CHILD ADVOCACY CENTER FOR SPONSORSHIP OF THE BLUE TIE GALA FUNDRAISER

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

SECTION 1.

Funds in the amount of \$1,200.00 from the Council Contingencies Account in the 2022 General Fund Budget are hereby authorized to be paid to Pueblo Child Advocacy Center, for the sponsorship of the 2022 Blue Tie Gala event.

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: March 14, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



city of

PUEBLO

colorado

CITY OF PUEBLO SPONSORSHIP REQUEST

Date of Request: 3-1-22

Name: Jennifer Chavez

Business/Non-Profit Name: Pueblo Child Advocacy Center

Phone: 583-6332 E-Mail: jennifer@pueblcac.org

Name of Event: Blue Tie Gala

Date of Event: April 1, 2022 Amount requested: \$3,000

*****Supporting event documents must be attached to this request*****

Make check payable to:

Business/Non-Profit Name: Pueblo Child Advocacy Center

Address: 301 W. 13th St
Pueblo, CO 81003

Phone: (719) 583-6332

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the application must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo we will confirm the information listed above. If the information does not match our records, it must be updated before payment can be processed.

OFFICE USE ONLY:

Amount approved: _____ Supporting Councilmember: _____

Agenda date: _____ Vendor Confirmation Date: _____

December 31, 2021



**PUEBLO CHILD
ADVOCACY CENTER**

BLUE TIE GALA

Friday, April 1, 2022

*an evening of
Whimsy*

whim·sy /' (h)wɪmzē/
noun

1. playfully quaint or fanciful behavior or humor.
2. a whim.
3. a thing that is fanciful or odd.

Dear Mayor Gradisar and City Council Members,

It's almost 2022, and time is short to secure sponsors for the April 1 **Blue Tie Gala**, our charity ball for the benefit of the Pueblo Child Advocacy Center. Guests will enjoy a night of "Whimsy" which sets the tone for the evening dress, dinner, and décor of the night. The signature Blue Martini reception will start evening with ridiculous fun to follow.

It is our marquee event, held annually in April to pay tribute to Child Abuse Awareness month, and attracts 450 people each year. It's going to be spectacular!

Will you consider, please, sponsoring the event? Each sponsorship level offers opportunities to get your name in front of the audience as a visible connection with our organization – it is an opportunity to position yourself as a partner in the community's fight against child abuse. And it is an opportunity for you to be a hero to us.

Join us in the child advocacy and protection effort.

I have enclosed a list of sponsorship opportunities and corporate table pricing. I recommend for you the Hero package, ten tickets to the Blue Martini Reception and a corporate table for ten at the Gala, with sponsorship benefits for a cost of \$3000.

We need you.

If we can count you "in" for the party and "in" to be a hero for us and for children, you can register at pueblocac.org/events or call us at 583-6332 to reserve your sponsorship package.

Seating for this event will sell out so reserve your table today as a champion for our cause, a hero in our community, or as an advocate for children.

Have a whimsical day,

Jennifer Chavez
Executive Director

Synonyms

*amusing
mischievous
eccentric
coochamamie
flibbertigibbet
funny
weird
balderdash
ballyhoo
foofaraw
hullabaloo
malarkey
whirligiggy
caprice
vazary
bontade
crincum*

Pueblo Child Advocacy Center

a nonprofit organization • EIN 84-1071784

301 W. 13th Street • Pueblo, Colorado 81003 • 719-583-6332 • www.pueblocac.org

blue tie gala ... an evening of whimsy April 1, 2022

Combine one or more sponsorship packages and dinner reservations to get just what you want.

| | Sponsor Packages | | | Table Sponsorship | |
|---|------------------|----------------|----------------|-----------------------------------|--------------|
| | Champion | Hero | Advocate | Dinner Reservations Only | |
| Number of seats at the Gala dinner | 16 | 10 | 8 | 10 | 8 |
| Venue seating at the Gala dinner | Premier | Preferred | Preferred | Best available at time of deposit | |
| Bottles of wine for the table at dinner*** | 4 | 3 | 2 | | |
| Tabletop logo recognition on table | • | • | • | • | • |
| Visible branding on social media and event materials | • | • | • | • | • |
| Social media publicity | • | • | • | | |
| Recognition from stage during event | • | • | • | | |
| Banner at Gala | •** | • | • | | |
| Logo on invitation, mailed Feb 2022 | • | • | | | |
| Induction to the Blue Cape Society* | • | • | | | |
| Message our stakeholders from our website | • | | | | |
| Deposit now to secure your sponsorship/seating | \$450 | \$300 | \$200 | \$120 | \$100 |
| Balance due on or before March 2022 | \$4,050 | \$2,700 | \$1,800 | \$1,080 | \$860 |
| Total | \$4,500 | \$3,000 | \$2,000 | \$1,200 | \$960 |

* The Blue Cape Society a group of people and local businesses that move the Child Abuse Protection Effort (CAPE) forward. People and businesses are only inducted one time and receive one cape.

** We'll create custom signage with your logo – and ours – that you can hang in your workplace all year to show your employees and other foot traffic that you stand with the Child Advocacy Center against child abuse.

*** Select your wine from the event's on-site Big Bear pop-up store. Their sommelier will help you choose and uncork it for you.

Other Sponsor Opportunities, Limited Availability

Blue Martini Reception



Underwrite our signature Blue Martini and be the only one(s) to place your branded goods (banner and swag) in the reception space. Pick one speaking engagement (event) or pick both for true exclusivity. The first sponsor to commit will have

- Branding benefits PLUS provide the "Welcome" at reception for **\$1,500**.
- Or, branding benefits PLUS make a toast at the reception for **\$1,500**.
- Or, for true exclusive exposure, have **both** speaking opportunities for **\$2,500**.

Video Sponsor

Underwrite the cost of an original video production by JSB Cinema that will be shown at the Gala and many more times as a long-term fixture on several online sites. Exposure is est. to be 4,000 local viewers. A 15-second message or frame with your logo will be displayed at the beginning and end of the video. This opportunity is **\$3,000** for the first sponsor to commit.

Make a 10% deposit now to secure your sponsorship/table. Pay the balance in 2022.

+...+...+...+...+

From: (business name, contact info, and address)



My deposit is to reserve (check all that apply)

- "Blue Martini Reception" sponsor
- "Video" Sponsor
- "Champion" sponsorship package
- "Hero" sponsorship package
- "Advocate" sponsorship package
- Corporate Table (no sponsorship) for 10
- Corporate Table (no sponsorship) for 8

Enclosed is my check for:

\$ _____

Payable to Pueblo Child Advocacy Center

Send payment to:
PCAC Blue Tie Gala
301 W. 13th Street
Pueblo, CO 81003



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 14, 2022

TO: President Heather Graham and Members of City Council
VIA: Marisa Stoller, City Clerk
FROM: Mayor Nicholas A. Gradisar
SUBJECT: A RESOLUTION AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO RETAIN INDEPENDENT LEGAL COUNSEL TO INVESTIGATE COUNCILOR WINNER'S COMPLAINT CONCERNING THE CONDUCT OF THE CITY ATTORNEY ON OCTOBER 28, 2021

SUMMARY:

Attached is a proposed Resolution which authorizes the Human Resources Director to retain outside legal counsel to investigate Councilor Winner's complaint concerning the conduct of the City Attorney, Daniel C. Kogovsek, on October 28, 2021.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

On December 28, 2021, Councilor Lori Winner filed a complaint alleging that on October 28, 2021, Mr. Kogovsek was intimidating and threatening in his interaction with her prior to an Executive Session called for the purpose of receiving legal advice from the City Attorney. Mr. Kogovsek denies the accusation.

FINANCIAL IMPLICATIONS:

In the past, the Human Relations Director has hired independent legal counsel to investigate allegations of employee misconduct. For purposes of this investigation, the HR Director recommends that the City retain:

Josh Marks, Partner
Berg Hill Greenleaf Ruscitti, LLP
1712 Pearl Street
Boulder, CO 80302

The HR Director recommends a \$10,000 spending "cap" be placed in the retainer agreement.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to approve the attached Resolution.

RECOMMENDATION:

The Mayor and City Staff take no position regarding approval or disapproval of this Resolution.

Attachments:

Proposed Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO RETAIN INDEPENDENT LEGAL COUNSEL TO INVESTIGATE COUNCILOR WINNER'S COMPLAINT CONCERNING THE CONDUCT OF THE CITY ATTORNEY ON OCTOBER 28, 2021

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

SECTION 1.

The Human Resources Director is hereby authorized to retain:

Josh Marks, Partner
Berg Hill Greenleaf Ruscitti, LLP
1712 Pearl Street
Boulder, CO 80302

to investigate Councilor Winner's complaint concerning the conduct of the City Attorney, Daniel C. Kogovsek, on October 28, 2021.

SECTION 2.

The retainer agreement with Mr. Marks shall be presented to City Council for approval by Ordinance, as required by Sec. 3-9 of the City Charter. A \$10,000 spending "cap" shall be placed in the retainer agreement.

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: March 14, 2022

BY:

MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY
COUNCIL

ATTESTED BY: _____
CITY CLERK



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: 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. 10129

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 February 28, 2022.

Final adoption of Ordinance by City Council on March 14, 2022.

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 Pueblo Consortium 1 City Hall Pl Pueblo, CO 81003-4201 | 2. Grant Number (Federal Award Identification Number (FAIN)) 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) <input type="checkbox"/> Not applicable <input type="checkbox"/> Attached | 10. Federal Award Date (HUD Official's Signature Date) 09/20/2021 |
|---|--|

| 11. Indirect Cost Rate* | 12. Period of Performance Date in Box #10 - 09/30/2030 | | | | | | | | | | | | | | | |
|--|---|--------------------|------------------|---|----|--|---|----|--|---|----|--|---|----|--|--|
| <table border="1"> <thead> <tr> <th>Administering Agency/Dept.</th> <th>Indirect Cost Rate</th> <th>Direct Cost Base</th> </tr> </thead> <tbody> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> </tbody> </table> | Administering Agency/Dept. | Indirect Cost Rate | Direct Cost Base | — | —% | | — | —% | | — | —% | | — | —% | | * 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. |
| Administering Agency/Dept. | Indirect Cost Rate | Direct Cost Base | | | | | | | | | | | | | | |
| — | —% | | | | | | | | | | | | | | | |
| — | —% | | | | | | | | | | | | | | | |
| — | —% | | | | | | | | | | | | | | | |
| — | —% | | | | | | | | | | | | | | | |

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) Kathleen S. Burke, CPD Director | 14. Signature  | 15. Date 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. 10130

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 February 28, 2022.

Final adoption of Ordinance by City Council on March 14, 2022.



President of City Council

Action by the Mayor:

Approved on March 16, 2022.

Disapproved on _____ based on the following objections:

Hilda Leal
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

W. S. ...

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



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 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

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 CDOT's 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. 10131

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

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 February 28, 2022.

Final adoption of Ordinance by City Council on March 14, 2022.



President of City Council

Action by the Mayor:

Approved on March 16, 2022.

Disapproved on _____ based on the following objections:

Hilda Leal
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

[Signature]
City Clerk

J. Proposed Site Plan

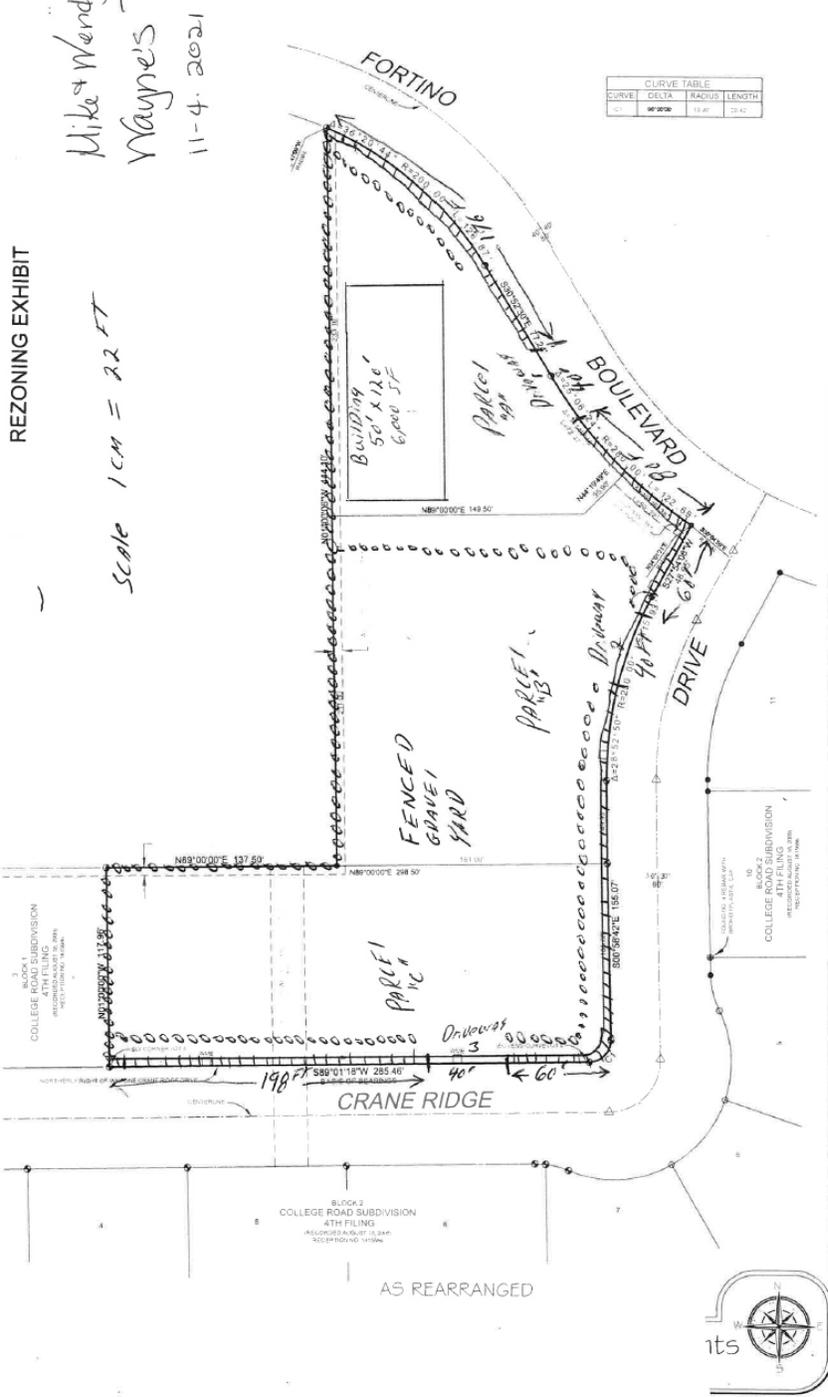
SITE PLAN

PARCEL A, PARCEL B, AND PARCEL C, REARRANGEMENT OF PROPERTY BOUNDARIES, RPB 21-12, LOCATED WITHIN A PORTION OF THE NW 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

REZONING EXHIBIT

Mike & Wendy Felty
Wayne's Towing
11-4-2021

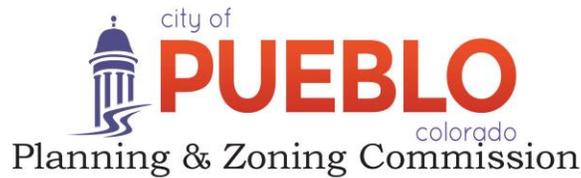
SCALE 1 CM = 22 FT



Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

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

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

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

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

MEETING CALLED TO ORDER

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

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

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

Commissioners Absent: none

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

APPROVAL OF AGENDA

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

Motion passed 7-0.

PUBLIC MEETING AND ACTION

1. **Z-21-14 815 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 CDOT's 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 I-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:

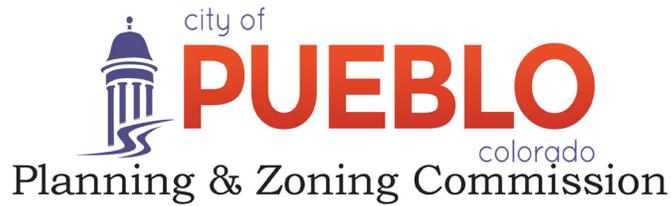
Motion to recommend approval of the rezoning made by Bailey, second by Schilling.

MOTION PASSED 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative



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 CDOT's 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 I-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:

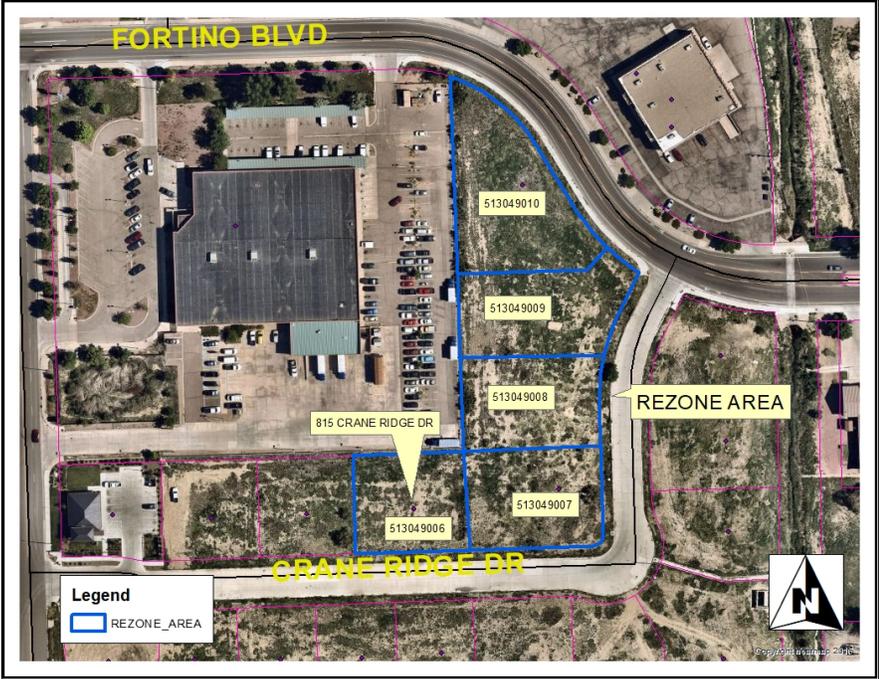
Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED with the following additional staff condition:**

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

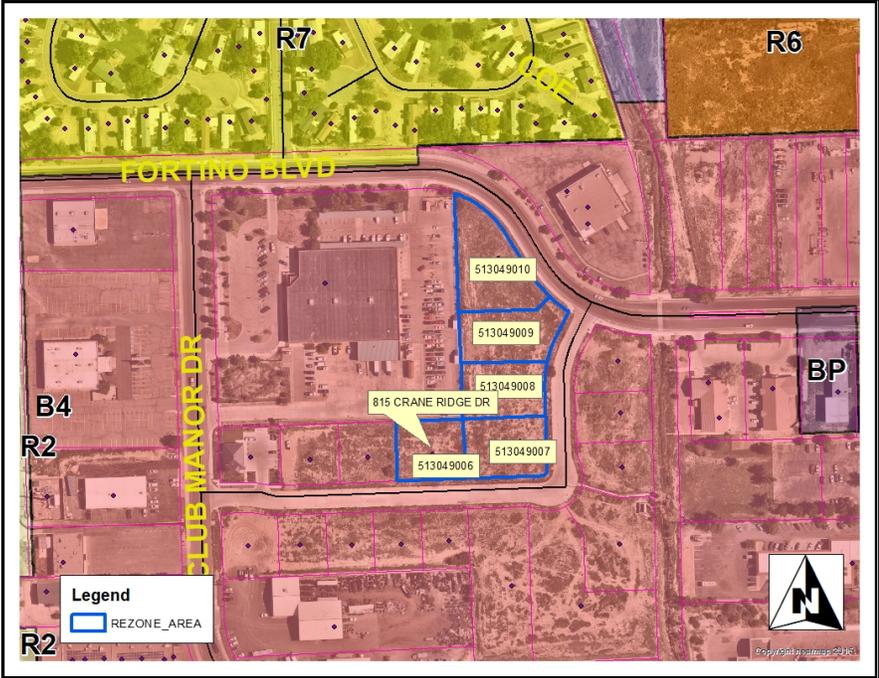
ATTACHMENTS:

- 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**

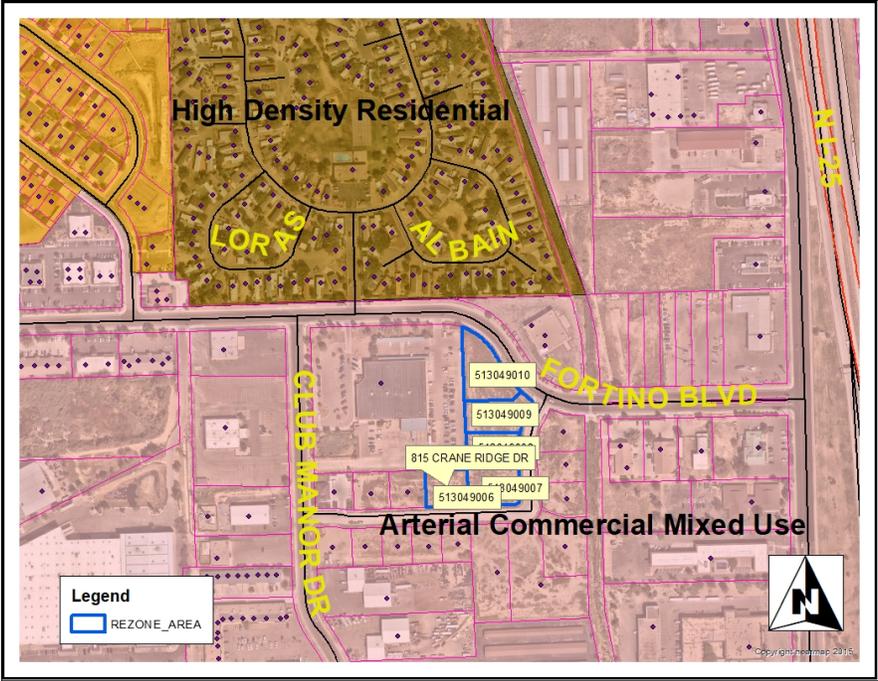
ATTACHMENTS:



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



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.
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)

Table with 3 columns listing permitted uses by right, including Accessory commissary, Banquet hall, Farmers market, etc.

| | | |
|---|--|---------------------------------------|
| <u>Uses by right.</u> | | |
| 43. Manufacturing and production | 57. Public utilities | 70. Retail sales, tires |
| 44. Massage establishment | 58. Recreation facilities, indoor | 71. Storage facility, outdoor |
| 45. Mineral springs | 59. Rental shop, equipment | 72. Storage facility, self-storage |
| 46. Mortuary | 60. Rental shop, general | 73. Temporary farmers market |
| 47. Nursery | 61. Repair shop, consumer items | 74. Temporary mobile food vendor |
| 48. Office, general | 62. Repair shop, durable goods | 75. Theater, general |
| 49. Office, medical | 63. Restaurant | 76. Theater, multiplex |
| 50. Office, professional | 64. Restaurant, carry-out | 77. Tow service |
| 51. Parking lot | 65. Retail sales, auto parts | 78. Truck stop |
| 52. Parking structure | 66. Retail sales, big box | 79. Urgent care facility |
| 53. Pawnshop | 67. Retail sales, garden center | 80. Veterinary clinic |
| 54. Pet shop | 68. Retail sales, general | 81. Woodworking |
| 55. Pharmacy | 69. Retail sales, liquor store | |
| 56. Print shop | | |
| <u>Uses by review.</u> | | |
| 1. Auction house | 12. Laboratory | 23. School, college or university |
| 2. Automobile auction | 13. Medical marijuana center (dispensary) (limited use permit) | 24. School, general |
| 3. Child care center | 14. Microbrewery | 25. School, preschool |
| 4. Commercial, established | 15. Parks, trails and open space | 26. Shooting range |
| 5. Community center | 16. Pawnshop, automobile | 27. Tow yard |
| 6. Contractor's yard | 17. Payday loan agency | 28. Truck parking |
| 7. Crematory | 18. Precious metal purchaser | 29. Truck sales and service |
| 8. Flea market | 19. Recreation facilities, general | 30. Warehousing uses |
| 9. Food and drink processing facility, major | 20. Recycling collection center | 31. Wedding facility |
| 10. Funeral home | 21. Religious institution | 32. Wholesaling uses |
| 11. Heliport, emergency medical | 22. Residence, watchman or caretaker | 33. Wind Turbine |
| <u>Conditional uses:</u> | | |
| 1. Accessory antenna | 7. Adult entertainment | 14. Retail marijuana testing facility |
| 2. Accessory commercial patio | 8. Brewpub | 15. Retail sales, building materials |
| 3. Accessory drive-thru | 9. Community garden | 16. School, trade |
| 4. Accessory medical marijuana home cultivation | 10. Development in floodplain | 17. Smoking lounge |
| 5. Accessory medical marijuana optional cultivation | 11. Food warehousing | 18. Temporary construction yard |
| 6. Accessory solar array | 12. Recreational vehicle, sales and service | 19. Temporary mobile auto repair |
| | 13. Retail marijuana product manufacturing facility | 20. Temporary outdoor sales, seasonal |

G. Application



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: lesliebiggs80a@yahoo.com |
| Applicant | |
| Name: Mike + Wendy Fethy | |
| 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: |
| <i>The applicant will be the primary contact unless otherwise noted.</i> | |
| Project Location: 755, (address or general description) 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: | |
| <input checked="" type="checkbox"/> To permit development of the property not allowed under the existing zone district. <input type="checkbox"/> To provide proper zone district in conjunction with the subdivision plan for the area. <input type="checkbox"/> In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning. <input type="checkbox"/> Other (specify): _____ _____ _____ | |

(Continue Next Page)

(Continued from previous page)

| | | |
|---|--|--|
| Statement of Facts: | | |
| Justifying the zone change request. Be specific; use additional sheets if necessary. | | |
| see attached | | |
| Description of area surrounding proposed development: | | |
| see attached | | |
| A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission. | | |
| see attached | | |
| <input checked="" type="checkbox"/> 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 acquisition & other bank funds will see this development to finish. | | |
| <input type="checkbox"/> 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: | | |
| <ol style="list-style-type: none"> 1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections. 2. There are no known hazards or vicious animals present on the subject property. 3. All information contained in this application, is true and accurate to the best of my knowledge. 4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application. | | |
| * Property Owner | | |
| Print Name: | Crane College Park, LLC, by Leslie Biggs - Managing Member | |
| Signature: | <i>Leslie Biggs</i> Date: 8/23/21 | |
| Applicant, if different from Property Owner | | |
| Print Name: | Wendy Fathy | |
| Signature: | <i>W Fathy</i> 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: | <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> 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 in compliance 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.

J. Proposed Site Plan

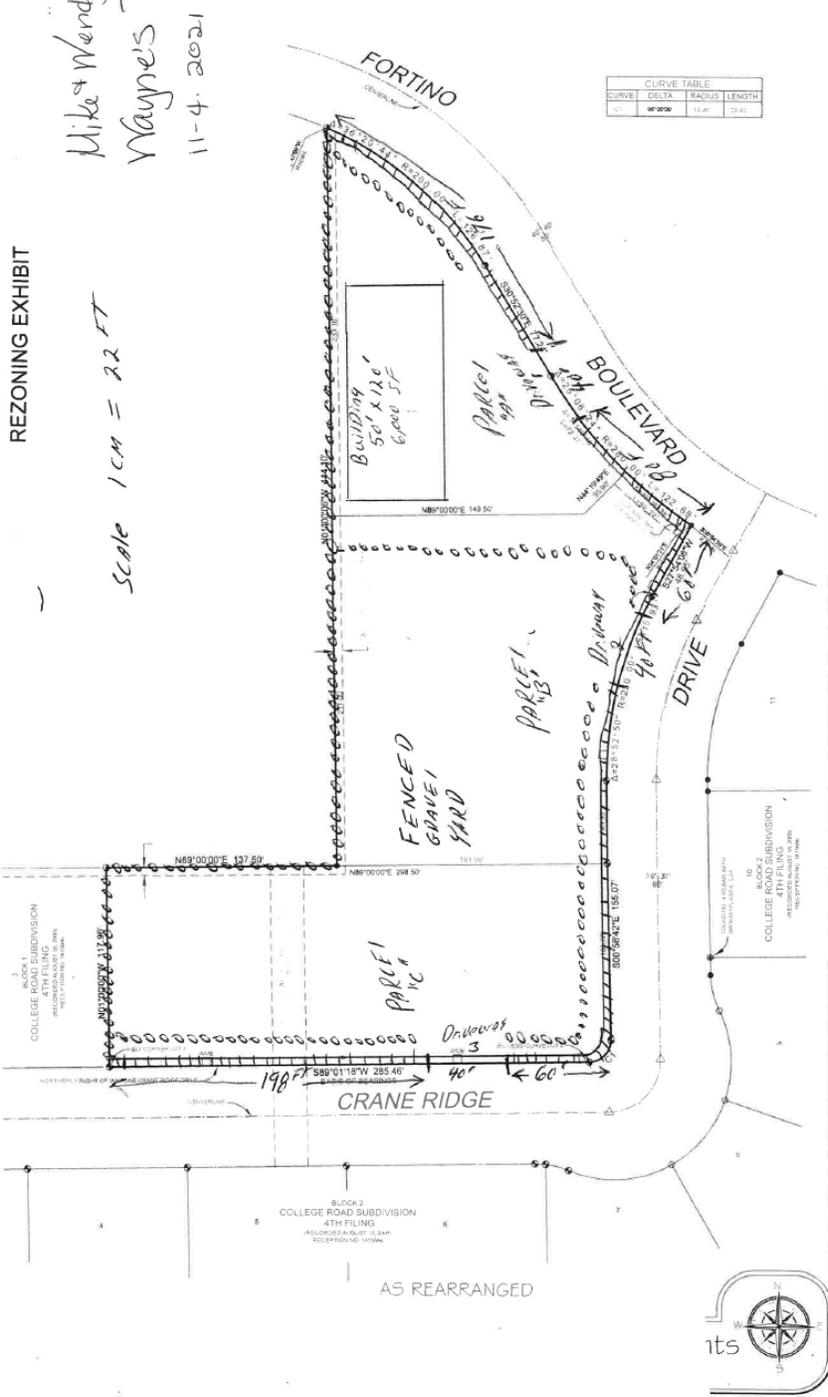
SITE PLAN

PARCEL A, PARCEL B, AND PARCEL C, REARRANGEMENT OF PROPERTY BOUNDARIES, RPB 21-12, LOCATED WITHIN A PORTION OF THE NW 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

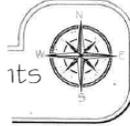
REZONING EXHIBIT

Mike & Wendy Felty
Wayne's Towing
11-4-2021

SCALE 1 CM = 22 FT



AS REARRANGED



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

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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:

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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. 10132

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 | HAR P 1 | HAR P 2 | HAR P 3 |
|---|--------------------------|-----|-----|-----|-----|-----|-----|-----|---------|---------|-----|---------|---------|---------|
| 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 not 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 | <u>[Prohibited] 1 per multifamily development or subdivision entrance</u> | <u>[—] 48 sq. ft.</u> | <u>[—] 6'</u> |

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 February 28, 2022.

Final adoption of Ordinance by City Council on March 14, 2022.



President of City Council

Action by the Mayor:

Approved on March 16, 2022.

Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

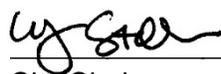
Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST

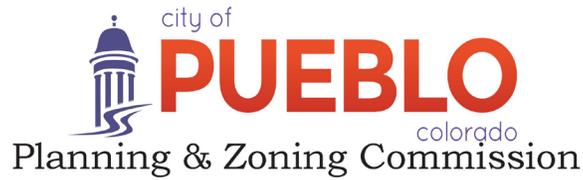


City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



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,

Attest:

Mike Castellucci
Chairperson

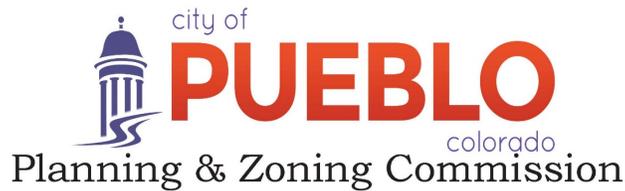
Scott Hobson
Executive Secretary

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

Sarah Martinez
City Council Representative



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 | H A R P 1 | H A R P 2 | H A R P 3 |
|---|--------------------------|-----|-----|-----|-----|-----|-----|-----|---------|---------|-----|-----------|-----------|-----------|
| Residence, [Multi-Family] Multifamily | (128)c. | S | P | P | P | S | S | S | S | S | S | S | S | S |
| [Residence, Three and Four Family] <u>Reserved</u> | [(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 | <u>[Prohibited] 1 per multifamily development or subdivision entrance</u> | <u>[—] 48 sq. ft.</u> | <u>[—] 6'</u> |

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 February, 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 be available for viewing and printing, typically the Friday prior to the meeting.

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed amendments. Individuals who require special arrangements to participate are encouraged to contact the Planning Department at least 72 hours in advance.

After the public hearing and recommendation by the Planning and Zoning Commission, the ordinance adopting the proposed 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